

## **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 16, 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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL BRIEFING SESSION – 3:30 P.M.  
COUNCIL CHAMBERS  
CITY HALL, 808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

TOWN HALL/LEGISLATIVE SESSION – 6:00 P.M.  
NORTHEAST COMMUNITY CENTER  
4001 N. COOK ST.  
SPOKANE, WA 99205

City of Spokane Guest Wireless access for September 16, 2019:

User Name: **COS Guest**

Password: **Tjdt4wDd City Hall/**

**MyNECCA2017! Northeast Community Center**

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](http://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](mailto: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**

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## **ADMINISTRATIVE SESSION**

### **CONSENT AGENDA**

#### **REPORTS, CONTRACTS AND CLAIMS**

#### **RECOMMENDATION**

- |  |                |               |
|--|----------------|---------------|
| 1. Five-year Citywide Value Blanket Order with Fastenal, Inc. (Spokane, WA) using Sourcewell Contract #121218-FAS for miscellaneous hydraulic hoses and fittings and keep fill services for Fleet Services—\$75,000 estimated annual usage | Approve        | OPR 2019-0729 |
| 2. One-year Contract Extensions to provide bacteriological and chemical analysis of groundwater and drinking water for Solid Waste Disposal and Water Departments with:  | Approve<br>All |               |
| a. Anatek Labs Inc (Spokane, WA)—not to exceed \$58,575.   |                | OPR 2016-0784 |
| b. Edge Analytical(Burlington, WA)—not to exceed \$58,575.   |                | OPR 2016-0795 |
| 3. Renewal of existing Contract and Value Blanket with Western Systems & Fabrication (Spokane Valley, WA) for as-needed purchases of equipment and   | Approve        | OPR 2018-0424 |

replacement parts and equipment repair services—Not to exceed \$195,000 (incl. tax).

- |    |  |                                    |  |
|----|--|------------------------------------|--|
| 4. | Authorization to increase the administrative reserve on the contract with Bacon Concrete, Inc. (Spokane, WA) for 2017 Traffic Calming - Cycle 7—Increase of \$75,000.00 for a total administrative reserve of \$183,295.93 or 17% of the contract. Total contract: \$1,266,255.18. | Approve                            | OPR 2019-0391<br>ENG<br>2017046,47, 48 |
| 5. | Contract with Mackin & Little, Inc. (Spokane, WA) for boiler replacement and shop unit heater at the Water Department's meter shop building—\$79,473.05 (incl. tax).   | Approve                            | OPR 2019-0730<br>RFB 2019-140          |
| 6. | Low Bids of:   | Approve                            |  |
| a. | Spokane Roofing, LLC (Spokane, WA) for lower roof replacement on the Sewer Maintenance Building—\$96,568.71 (incl. tax).   |                                    | OPR 2019-0731<br>RFB 2019-143          |
| b. | Spokane Roofing, LLC (Spokane, WA) for middle roof replacement on the Sewer Maintenance Building—\$201,715.47 (incl. tax).   |                                    | OPR 2091-0732<br>RFB 2019-142          |
| c. | Icon Corporation for roof replacement on the Water Department's meter shop building —\$201,514.01 (incl. tax).   |                                    | OPR 2019-0733<br>RFB 2019-144          |
| 7. | Contract with Cerium Networks, Inc. (Spokane, WA), using Washington State Contract #05116, to provide new VMware virtualization software, annual support, and training on the new platform from September 1, 2019 through August 31, 2024—\$98,360.41 (incl. tax).                 | Approve                            | OPR 2019-0734                          |
| 8. | Purchase and Sale Agreement between City of Spokane (Buyer) and Burlington Northern Sante Fe Railway Company (Seller) for the purchase of a portion of property located in the area of 909 E. Sprague Avenue—\$1,559,712.  | Approve                            | OPR 2019-0735                          |
| 9. | Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments |  |
| a. | Claims and payments of previously approved obligations, including those of Parks and Library, through September 9, 2019, total \$5,774,099.97, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and                                     |                                    | CPR 2019-0002                          |

Library total \$5,491,131.

- b. Payroll claims of previously approved obligations through September 7, 2019: \$7,394,959.36.

CPR 2019-0003

10. City Council Meeting Minutes: \_\_\_\_\_, 2019.

Approve  
All

CPR 2019-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## TOWN HALL/LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

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## **COUNCIL COMMITTEE REPORTS**

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

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## **TOWN HALL FORUM**

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

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## **NEIGHBORHOOD REPORTS**

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## **LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES**

**NO EMERGENCY ORDINANCES**

**NO RESOLUTIONS**

## **FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**ORD C35807** (To be considered under Hearings Item H1.)

**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.

## NO FIRST READING ORDINANCES

FURTHER ACTION DEFERRED

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## SPECIAL CONSIDERATIONS

### RECOMMENDATION

<b>S1.</b>	Consideration of Mayoral Veto of Ordinance C35789 regulating the practice of loaning City employees and property to other government agencies. (Note: Override of veto requires 5 affirmative votes.)	Council Decision	ORD C35789
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## HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets.)

### RECOMMENDATION

<b>H1.</b>	Final Reading Ordinance 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.	Pass Upon Roll Call Vote	ORD C35807
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**Motion to Approve Advance Agenda for September 16, 2019**  
(per Council Rule 2.1.2)

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## TOWN HALL FORUM (CONTINUED)

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

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

**ADJOURNMENT**

The September 16, 2019, Regular Legislative Session of the City Council is adjourned to September 23, 2019.

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**NOTES**

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

09/16/2019

Date Rec'd

9/3/2019

Clerk's File #

OPR 2019-0729

Renews #Submitting Dept

FINANCE &amp; ADMIN

Cross Ref #Contact Name/Phone

THEA PRINCE 625-6403

Project #Contact E-Mail

TPRINCE@SPOKANECITY.ORG

Bid #SOURCEWELL  
CONTRACT  
#121218-FASAgenda Item Type

Purchase w/o Contract

Requisition #

VB

Agenda Item Name

5500 - CITY WIDE VALUE BLANKET ORDER FOR HYDRAULIC HOSE &amp; FITTINGS

Agenda Wording

Approve a five (5) year City-Wide Value Blanket Order with Fastenal, Inc. (Spokane, WA) for miscellaneous Hydraulic Hoses and Fittings and Keep Fill Services for Fleet Services - \$75,000 estimated annual usage

Summary (Background)

In order to consolidate purchasing of hydraulic hose & fittings across city departments, staff would like to put together a Value Blanket Order accessing Sourcewell Contract #121218-FAS. This was competed through Sourcewell and Fastenal was awarded the contract. This will include a keep fill service at Fleet Services, delivery of product to specific departments/job sites as well as walking into the local Fastenal store that will keep an inventory of our most used/standard products.

Fiscal Impact

Grant related? NO

Budget Account

Public Works?

NO Expense

\$ 75,000.00

# various

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study SessionDivision Director

STOPHER, SALLY

Other

PIES 8/26/19

Finance

ALBIN-MOORE, ANGELA

Distribution ListLegal

DALTON, PAT

tprince

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

PRINCE, THEA

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Purchasing Department
<b>Subject:</b>	Approval of a five (5) year City-Wide Value Blanket Order with Fastenal for Hydraulic Hose & Fittings
<b>Date:</b>	8/26/19
<b>Contact (email &amp; phone):</b>	Thea Prince ( <a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a> x6403)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background: In an effort to consolidate purchases of hydraulic hose & fittings to obtain deeper discounts, City Purchasing is putting together a five (5) year city-wide Value Blanket Order with Fastenal (Spokane, WA). Fastenal has been awarded multiple competitively awarded contracts for said products; one through the State of Washington/NASPO; one through University of California Systems/ National IPA; and one through Sourcewell. The City of Spokane is able to piggyback any/all of these contracts.

Executive Summary:

- This Value Blanket will allow the City to access deeper discounts because we are accessing competitively awarded contracts with a large purchasing volume.

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:**

09/16/2019

Date Rec'd

8/27/2019

Clerk's File #

OPR 2016-0784

Renews #

Submitting Dept

PUBLIC WORKS

Cross Ref #

Contact Name/Phone

DOUG 6533

Project #

Contact E-Mail

DGREENLUND@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4360 ANATEK LABS INC. TO PROVIDE UTILITIES WATER TEST

Agenda Wording

One year extension of contract with Anatek Labs Inc (Spokane, WA) to provide bacteriological and chemical analysis of groundwater and drinking water for Solid Waste Disposal, and Water Departments.

Summary (Background)

As per the original contract we are using the option to extend this agreement for one additional year. Additional funding not to exceed \$58,575 is requested for the duration of the extension.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Expense \$ 15,400

# 4490-44800-53748-54201-99999

Expense \$ 17,800

# 4490-44850-53748-54201-99999

Expense \$ 8,700

# 4490-45600-53748-54201-99999

Expense \$ 1,575

# 4490-44100-37148-54201-99999

ApprovalsCouncil NotificationsDept Head

KEGLEY, DANIEL

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

PIES 8/26/2019

Finance

ALBIN-MOORE, ANGELA

Distribution ListLegal

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

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Purchasing

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dgreenlund@spokanecity.org

kathy@anateklabs.com

cwahl@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense     \$ 15,100

Select       \$

Budget Account

# 4100-42460-34148-54201

#

Distribution List




**City of Spokane**

**CONTRACT RENEWAL (NO. 1 of 2)  
WITH COST**

**Title: ANATEK LAB, INC. FOR CHEMICAL &  
BACTERIAL ANALYSIS OF WATER SAMPLES FOR  
THE CITY OF SPOKANE**

This Contract Renewal (No. 1 of 2), with additional cost, is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Anatek Labs, Inc.**, whose address is 504 East Sprague Avenue, Suite D, Spokane, Washington, 99202, as ("Company"), individually hereafter referenced as a "Party" and together as the "Parties".

*WHEREAS, the City of Spokane desires to renew its agreement with Anatek Labs, Inc. to continue to receive laboratory analysis services for an additional one (1) year term, as provided for in the original agreement;*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 1, 2016, 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 DATES.**

This Contract Extension shall become effective October 1, 2019 and renewed for an additional one year term until September 30, 2020.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FIFTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$58,575.00)** for everything furnished and done under this *optional use* Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the

prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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.

**ANATEK LABS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

601-768-854 T12023452BUS  
WA. UBI. No. City of Spokane Business  
Endorsement No.

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Attachment A: OPR 2016-0784

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Environmental Programs
<b>Subject:</b>	Contract Extension for Bacteriological and Chemical Analysis
<b>Date:</b>	August 12 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Doug Greenlund ( <a href="mailto:dgreenlund@spokanecity.org">dgreenlund@spokanecity.org</a> x6533)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Current contracts expire Sept 30 <sup>th</sup> 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuity of contracts to provide required bacteriological and chemical analysis for solid waste disposal and the Water Department.

#### Background/History:

On June 25<sup>th</sup>, 2016 the City distributed Request for Proposal 4259-16 Bacteriological and Chemical Analysis of Water by email to 145 firms. Only July 18<sup>th</sup>, 2016 the City received three (3) proposals. In accordance with city policy an evaluation committee met and evaluated the proposals, The committee unanimously recommended an optional use contract with both Anatek and Edge. These contracts were in effect for three years and expire September 30<sup>th</sup> 2019. These contracts are for Solid Waste disposal; Northside landfill, Southside landfill, and Waste to Energy, and for the Water Department.

Approval of the first of two one year contract extensions as provided in the contracts.

#### Executive Summary:

- One (1) year contract extensions with Anatek Labs Inc., and with Edge Analytical to provide chemical and bacteriological analysis for Northside landfill, Southside landfill, WTE and Water Department.

#### 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:**

09/16/2019

Date Rec'd

8/27/2019

Clerk's File #

OPR 2016-0795

Renews #

Submitting Dept

PUBLIC WORKS

Cross Ref #

Contact Name/Phone

DOUG X6533

Project #

Contact E-Mail

DGREENLUND@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4360 EDGE ANALYTICAL TO PROVIDE UTILITIES WATER TESTS

Agenda Wording

One year extension of contract with Edge Analytical(Burlington, WA) to provide bacteriological and chemical analysis of groundwater and drinking water for Solid Waste Disposal, and Water Departments.

Summary (Background)

As per the original contract we are using the option to extend this agreement for one additional year. Additional funding not to exceed \$58,575 is requested for the duration of the extension.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Expense \$ 15,400

# 4490-44800-53748-54201-99999

Expense \$ 17,800

# 4490-44850-53748-54201-99999

Expense \$ 8,700

# 4490-45600-53748-54201-99999

Expense \$ 1,575

# 4490-44100-37148-54201-99999

ApprovalsCouncil NotificationsDept Head

KEGLEY, DANIEL

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

PIES 8/26/2019

Finance

ALBIN-MOORE, ANGELA

Distribution ListLegal

DALTON, PAT

aalbinmoore@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

dkegley@spokanecity.org

Additional Approvals

cconklin@spokanecity.org

Purchasing

cosen@spokanecity.org

dgreenlund@spokanecity.org

cwahl@spokanecity.org

bmiller@edgeanalytical.com



**City of Spokane**

**CONTRACT EXTENSION (No. 1) WITH COST**

Title: **EDGE ANALYTICAL, INC. FOR CHEMICAL & BACTERIAL ANALYSIS OF WATER SAMPLES FOR THE CITY OF SPOKANE**

This Contract Extension with Cost is made and entered into by and between the **City of Spokane** whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Edge Analytical, Inc.**, whose address is 1620 South Walnut Street, Burlington, Washington, 98223, as ("Company").

*WHEREAS, the parties entered into an Agreement wherein the "Company" provided chemical and bacterial analysis of water samples for the City of Spokane; and,*

*WHEREAS, that original agreement provided for two (2), one (1) year extensions of which this is the first;*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated September 28, 2016, 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 DATES.**

This Contract Extension shall become effective on October 1, 2019 and end September 30, 2020.

**3. COMPENSATION.**

A The City shall pay an estimated maximum annual cost not to exceed **FIFTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$58,575.00)** for everything furnished and done under this ***optional use*** Contract Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.



## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Environmental Programs
<b>Subject:</b>	Contract Extension for Bacteriological and Chemical Analysis
<b>Date:</b>	August 12 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Doug Greenlund ( <a href="mailto:dgreenlund@spokanecity.org">dgreenlund@spokanecity.org</a> x6533)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Current contracts expire Sept 30 <sup>th</sup> 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuity of contracts to provide required bacteriological and chemical analysis for solid waste disposal and the Water Department.

#### Background/History:

On June 25<sup>th</sup>, 2016 the City distributed Request for Proposal 4259-16 Bacteriological and Chemical Analysis of Water by email to 145 firms. Only July 18<sup>th</sup>, 2016 the City received three (3) proposals. In accordance with city policy an evaluation committee met and evaluated the proposals, The committee unanimously recommended an optional use contract with both Anatek and Edge. These contracts were in effect for three years and expire September 30<sup>th</sup> 2019. These contracts are for Solid Waste disposal; Northside landfill, Southside landfill, and Waste to Energy, and for the Water Department.

Approval of the first of two one year contract extensions as provided in the contracts.

#### Executive Summary:

- One (1) year contract extensions with Anatek Labs Inc., and with Edge Analytical to provide chemical and bacteriological analysis for Northside landfill, Southside landfill, WTE and Water Department.

#### 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:**

09/16/2019

<u>Date Rec'd</u>	8/30/2019
<u>Clerk's File #</u>	OPR 2018-0424
<u>Renews #</u>	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	RES 2018-0062
Contact Name/Phone	RAYLENE 625-7909	Project #	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG	Bid #	SOLE SOURCE
Agenda Item Type	Contract Item	Requisition #	CR 20892/VB
Agenda Item Name	4310 - SUBSITE VIDEO PIPELINE INSPECTION SYSTEMS		

Agenda Wording

Renewal of existing contract and value blanket with Western Systems & Fabrication (Spokane Valley, WA) for as-needed purchases of equipment and replacement parts and equipment repair not to exceed \$195,000.00 including tax.

Summary (Background)

A five year sole source for purchases and repairs of Subsite equipment was awarded to Western Systems & Fabrication in 2018. A corresponding repair contract and parts/equipment value blanket were established with optional annual renewals. The Wastewater Maintenance department has been using this equipment for more than 30 years and is seeking approval for the first annual renewal option on both the contract and the value blanket, with three renewal options remaining.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 195,000.00	# 4310-43115-35148-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	URBAN 9/9/2019
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	DALTON, PAT	Scott Smits - scottsmits@westernsystem.com	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sjohnson@spokanecity.org	
<u>Additional Approvals</u>		rgennett@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	seweraccounting@spokanecity.org	
		Tax & Licenses	
		aduffey@spokanecity.org	
		mlund@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense     \$ 15,100

Select       \$

Budget Account

# 4100-42460-34148-54201

#

Distribution List


## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4310 Wastewater Maintenance
<b>Subject:</b>	Subsite Video Pipeline Inspection Systems
<b>Date:</b>	9 September 2019
<b>Author (email &amp; phone):</b>	Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> , x7909
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these expenses is included in the annual Wastewater Maintenance department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	Ongoing repairs and replacement parts on Subsite products are needed to support efficient service of the Wastewater system.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This action supports procurement of equipment, replacement parts, and repair services for this vital equipment.
<p><u>Background/History:</u> A five year sole source for purchases and repairs of Subsite equipment was awarded to Western Systems &amp; Fabrication in 2018. A corresponding repair contract and parts/equipment value blanket were established, with optional annual renewals up to a total term of five years. The Wastewater Maintenance department has been using this equipment (previously from RS Technical) for more than 30 years and is seeking approval for the first annual renewal option on both the repair contract and the parts/equipment value blanket, with three renewal options remaining.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Award Recommended to Western Systems &amp; Fabrication (Spokane Valley, WA) for:             <ul style="list-style-type: none"> <li>○ \$105,000.00 including tax for as-needed purchases of equipment and replacement parts</li> <li>○ \$90,000.00 including tax for as-needed equipment repair</li> </ul> </li> <li>• Supported by Sole Source Resolution RES 2018-0062</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: N/A</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	

City Clerk's No. 2018-0062

## RESOLUTION

A SOLE SOURCE RESOLUTION declaring Western Systems & Fabrication a sole source provider and authorizing the purchase of new equipment and replacement parts, as well as repair services from Subsite Electronics over a five (5) year period without public bidding.

WHEREAS, the City of Spokane's Wastewater Maintenance Department is in need of video pipeline inspection systems and has used this equipment for 30 years to inspect pipe conditions; this sole source supports the purchase of proprietary equipment and replacement parts, along with the maintenance and repair; and

WHEREAS, Subsite Electronics has provided a June 3, 2018 letter delineating the only authorized supplier and service provider of Subsite Electronics products and parts in the State of Washington as Western Systems & Fabrication, which is located at 911 Thierman Road, Spokane Valley, WA 99212; and

WHEREAS, Western Systems & Fabrication is therefore the only source for service and replacement Subsite Electronics video pipeline inspection systems; and

WHEREAS, failure to approve future purchases would drastically reduce the efficiency of maintenance/replacement efforts, which would influence the department's ability to execute their duties in service to the public; and

WHEREAS, if this sole source resolution is not approved and existing equipment cannot be repaired the cost to the City to procure new equipment would be unduly burdensome; and

WHEREAS, the anticipated cost of equipment, replacement parts, and repair services exceeds the 2018 public bid limit of \$50,000 for the purchase of goods and services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Subsite Electronics for the Wastewater Maintenance Department a sole source purchase; and

BE IT FURTHER RESOLVED that the City Council authorizes the purchase of Subsite Electronics from Western Systems & Fabrication over a five (5) year period without public bidding.

ADOPTED BY THE CITY COUNCIL ON July 16, 2018

  
City Clerk

Approved as to form:

  
Assistant City Attorney

18-108



**City of Spokane**

**CONTRACT RENEWAL #1 OF 4**

Title: Subsite Electronics Inspection Equipment – As-Needed Repair Services

This Contract Renewal is made and entered into by and between the City of Spokane as (“City”), a Washington municipal corporation, and Western Systems & Fabrication, Inc. whose address is 911 North Thierman Road, Spokane, Washington 99212, as (“Company”). Individually hereafter referenced as a “party” and together as the “parties.”

*WHEREAS, the original Contract supported as-needed repair services in accordance with Sole Source Resolution RES 2018-0064; and*

*WHEREAS, the original Contract allowed for four (4) additional one-year renewals upon mutual acceptance of the parties, therefore, this contract needs to be formally renewed by this written Contract Renewal document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated August 2, 2018 and August 8, 2018, any previous amendments, renewals and/or extensions thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on July 16, 2019 and shall end on July 15, 2020.

**3. COMPENSATION.**

The City shall pay an annual amount not to exceed **NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00)** including applicable tax for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**WESTERN SYSTEMS & FABRICATION, INC.**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Attest:

\_\_\_\_\_  
City Clerk

**Attachments that are part of this Agreement:**

Attachment A: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

## ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
  5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[WESTERN SYSTEMS & FABRICATION](#)

## License Information:

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

**Entity name:** WSF, LLC

**Business name:** WESTERN SYSTEMS & FABRICATION

**Entity type:** [Limited Liability Company](#)

**UBI #:** 603-174-070

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 911 N THIERMAN RD  
SPOKANE VALLEY WA 99212-1180

**Mailing address:** PO BOX 13369  
SPOKANE VALLEY WA 99213-3369

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

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

## Endorsements

Filter						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Centralia General Business - Non-Resident</a>	9931			<a href="#">Active</a>	Jan-31-2020	Mar-03-2014
<a href="#">Cheney General Business - Non-Resident</a>	BUS2012-069			<a href="#">Active</a>	Dec-31-2019	Jan-15-2019
<a href="#">Longview General Business - Non-Resident</a>	867843			<a href="#">Active</a>	Jan-31-2020	Jan-14-2013
<a href="#">Motor Vehicle Dealer</a>	1174	3	<a href="#">View Plates (#1174)</a>	<a href="#">Active</a>	Jan-31-2020	Jun-13-2012
<a href="#">Olympia General Business - Non-Resident</a>	24596			<a href="#">Active</a>	Jan-31-2020	Sep-18-2012
<a href="#">Richland Retail &amp; Wholesale Business</a>	C13			<a href="#">Active</a>	Jan-31-2020	Dec-01-2014
<a href="#">Sedro Woolley General Business - Non-Resident</a>				<a href="#">Active</a>	Jan-31-2020	Dec-03-2012
<a href="#">Sequim General Business - Non-Resident</a>				<a href="#">Active</a>	Jan-31-2020	Dec-10-2014
<a href="#">Spokane General Business - Non-Resident</a>	T13107374BUS			<a href="#">Active</a>	Jan-31-2020	Oct-15-2012
<a href="#">Spokane Valley General Business</a>				<a href="#">Active</a>	Jan-31-2020	Feb-09-2012
<a href="#">Sunnyside General Business - Non-Resident</a>				<a href="#">Active</a>	Jan-31-2020	Nov-01-2017

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

Governing people	Title
TORRE, HEATHER D	

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

Governing people	Title
------------------	-------

TORRE, MARC

**Registered Trade Names**

Registered trade names	Status	First issued
WESTERN SYSTEMS & FABRICATION	Active	Jan-27-2012
WESTERN SYSTEMS AND FABRICATION	Active	Dec-08-2017

The Business Lookup information is updated nightly. Search date and time: 8/28/2019 2:59:19 PM

*Working together to fund Washington's future*

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

09/16/2019

<u>Date Rec'd</u>	9/3/2019
<u>Clerk's File #</u>	OPR 2019-0391
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	JOEL GRAFF 625-7757	Project #	2017046, 47, 48
Contact E-Mail	JGRAFF@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20896
Agenda Item Name	0370 - ADMIN RESERVE INCREASE – BACON CONCRETE, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Bacon Concrete, Inc. of, Spokane, WA for 2017 Traffic Calming - Cycle 7 - for an increase of \$75,000.00 for a total administrative reserve of \$183,295.93 or 17% of the

Summary (Background)

After the pre-construction meeting the Design Engineer found an error on planned Traffic Calming project on Central Avenue in the Northwest neighborhood. One block of Sidewalk and eight ADA ramps were planned and budgeted for, but were inadvertently left out of the project. We are estimating the additional work will cost approximately \$75,000 and would use most of the Administrative Reserve set aside for the project. Therefore, it will be necessary to increase the administrative reserve an

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 75,000.00	# 1380 24103 95300 56501 21009
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	UE 8/12/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	htrautman@spokanecity.org	
		aduffey@spokanecity.org	
		jgraff@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

contract price. (Various Neighborhood Councils)

Summary (Background)

additional \$75,000.00 or 7%.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List


## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Engineering Services
<b>Subject:</b>	Cycle 7 (2017) Traffic Calming Administrative Reserve Increase
<b>Date:</b>	8/12/19
<b>Contact (email &amp; phone):</b>	Joel Graff - jgraff@spokanecity.org - 625-7757
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.

**Background/History:** *Engineering Project #2017046, 047, & 048* – Cycle 7(2017) Traffic Calming, is a recently started city wide Traffic Calming project located in the Whitman, East Central, Manito/Cannon Hill, Lincoln Heights, Comstock, 5-Mile Prairie, Emerson/Garfield, Audubon/Downriver, and Northwest neighborhoods.

After the pre-construction meeting the Design Engineer found an error on planned Traffic Calming project on Central Avenue in the Northwest neighborhood. One block of Sidewalk and 8 ADA ramps were planned and budgeted for, but were inadvertently left out of the project.

The sidewalk and ADA ramps on this Traffic Calming project should be installed this year because they are within the limits of the 2019 Chip Seal project. If the omitted Traffic Calming work is postponed until next year a portion of the new chip seal would be removed and/or damaged to complete the work.

We are estimating the additional work will cost approximately \$75,000 and would use most of the Administrative Reserve set aside for the project.

Engineering services is requesting and additional \$75,000 to complete this work and to preserve the existing Administrative Reserve to resolve other issues.

Executive Summary:

- *An error was found on the plan and approximately \$75,000 of sidewalk and ADA ramps were inadvertently omitted from the project.*
- *The omitted work is within the limits of the 2019 Chip Seal project and should be completed this year to minimize the removal and/or potential damage to the Chip Seal project.*
- *Payments have been issue to date for \$0.00. The authorized budget with Administrative Reserve is \$1,191,255.18.*
- *As this is the first order of work an additional \$75,000 is being requested to complete the work and preserve the existing Administrative Reserve to resolve other issues that may arise on the project.*

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:**

09/16/2019

<u>Date Rec'd</u>	9/4/2019
<u>Clerk's File #</u>	OPR 2019-0730
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 20915

<u>Submitting Dept</u>	ASSET MANAGEMENT
<u>Contact Name/Phone</u>	CURTIS HARRIS 6284
<u>Contact E-Mail</u>	CHARRIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5900 BOILER REPLACEMENT FOR WATER DEPT METER SHOP

**Agenda Wording**

On August 26, 2019 a bid was received for boiler replacement at water department's meter shop building (RFB # 2019-140). The bid was from Mackin & Little Inc. for \$79,473.05(including sales tax).

**Summary (Background)**

Proposed contract with Mackin & Little Inc. to replace the boiler serving the meter shop located at the water department headquarters. The existing steam boiler is an ongoing maintenance and safety issue. The new system will be hydronic in lieu of steam.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 79,473.05	# 4100-42490-94000-56401-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CURTIS	<u>Study Session</u>	
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u>	PSCHC 09/09/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	laga@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kbustos@spokanecity.org	
<u>Additional Approvals</u>		kbrooks@spokanecity.org	
<u>Purchasing</u>	STOPHER, SALLY	charris@spokanecity.org	
		ewickert@spokanecity.org	

## Briefing Paper

### Public Safety & Community Health

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Contract Approval
<b>Date:</b>	9/9/19
<b>Contact (email &amp; phone):</b>	Curtis Harris ( <a href="mailto:charris@spokanecity.org">charris@spokanecity.org</a> X6284)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	9/9/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Contract
<b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i>  Proposed contract with Mackin & Little Inc. to replace the boiler serving the meter shop located at the water department headquarters. The existing steam boiler is an ongoing maintenance and safety issue. The new system will be hydronic in lieu of steam.	
<b>Executive Summary:</b>  On August 26 <sup>th</sup> , 2019 a bid was received for boiler replacement at water department's meter shop building (RFB # 2019-140). The bid was from Mackin & Little Inc. for \$79,473.05 <del>73,599.22</del> (including sales tax).	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: 4100.42490.34145.54802 Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**City of Spokane**

**PUBLIC WORKS CONTRACT**

**Title: WATER DEPARTMENT METER  
SHOP BOILER REPLACEMENT AND  
SHOP UNIT HEATER**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MACKIN & LITTLE MECHANICAL**, whose address is 2627 East Trent Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Water Department Meter Shop Boiler Replacement and Shop Unit Heater, selected via RFB 2019-140.

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 Asset Management 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.

Base Bid and Alternates 1 and 2 are included in accordance with the contract documents

3. **TERM.**

The term of this Contract begins on September 17, 2019, and ends on November 15, 2019, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.**

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

5. **COMPENSATION/PAYMENT.**

A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY TWO THOUSAND NINE HUNDRED SEVENTY EIGHT AND NO/100 DOLLARS (\$72,978.00)**, excluding sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior

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

B. PAYMENT. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. 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.

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

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

8. 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.

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

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that

the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

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

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor

responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. 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.

14. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin,

honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance

Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

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

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

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

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

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

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

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <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.

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to

herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

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

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

**MACKIN & LITTLE MECHANICAL**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract:**

Exhibit A - Scope of Work

Exhibit B – Certification Regarding Debarment

## 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.

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

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

09/16/2019

<u>Date Rec'd</u>	9/4/2019
<u>Clerk's File #</u>	OPR 2019-0731
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 20882

<u>Submitting Dept</u>	ASSET MANAGEMENT
<u>Contact Name/Phone</u>	CURTIS HARRIS 6284
<u>Contact E-Mail</u>	CHARRIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5900 ROOF REPLACEMENT (LOWER ROOF) FOR SEWER MAINTENANCE

**Agenda Wording**

On August 22, 2019 bids were received for roof replacement on the Sewer Maintenance Building's lower roof (RFB # 2019-143). The low bid was from Spokane Roofing LLC for \$96,568.71 (including sales tax).

**Summary (Background)**

Proposed contract with Spokane Roofing LLC to replace the lower roof of the Sewer Maintenance Building. The roof is past its useful life and is an ongoing maintenance issue.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 96,568.71	# 4310-43117-35148-54802-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CURTIS	<u>Study Session</u>
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u> PSCHC 09/09/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	laga@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kbustos@spokanecity.org
Additional Approvals		kbrooks@spokanecity.org
<u>Purchasing</u>	STOPHER, SALLY	charris@spokanecity.org
		ewickert@spokanecity.org

## Briefing Paper

### Public Safety & Community Health

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Contract Approval
<b>Date:</b>	9/9/19
<b>Contact (email &amp; phone):</b>	Curtis Harris ( <a href="mailto:charris@spokanecity.org">charris@spokanecity.org</a> X6284)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	9/9/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Contract
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Proposed contract with Spokane Roofing LLC to replace the lower roof of the Sewer Maintenance Building. The roof is past its useful life and is an ongoing maintenance issue.</p>	
<p><b>Executive Summary:</b></p> <p>On August 22<sup>nd</sup>, 2019 bids were received for roof replacement on the Sewer Maintenance Building's lower roof (RFB # 2019-143). The low bid was from Spokane Roofing LLC for \$96,568.71 (including sales tax).</p>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **SEWER DEPARTMENT LOWER  
ROOF REPLACEMENT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE ROOFING COMPANY, LLC**, whose address is 130 East Sprague Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Replace Lower Roof at Sewer Department, selected via RFB 2019-143.

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 Asset Management Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.**

The term of this Contract begins on September 17, 2019, and ends on November 15, 2019, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.**

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

5. **COMPENSATION/PAYMENT.**

A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHTY EIGHT THOUSAND SIX HUNDRED SEVENTY SIX AND 50/100 DOLLARS (\$88,676.50)**, excluding sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. 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.

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

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

8. 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.

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

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

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

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

Contractor's services to be provided under this Contract;

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

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor

responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. 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.

14. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status,

familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <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.

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in

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

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

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

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

**SPOKANE ROOFING COMPANY, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract:**

Exhibit A - Scope of Work

Exhibit B – Certification Regarding Debarment

## 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.

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

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

09/16/2019

<u>Date Rec'd</u>	9/4/2019
<u>Clerk's File #</u>	OPR 2019-0732
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 20904
<u>Agenda Item Name</u>	5900 ROOF REPLACEMENT (MIDDLE ROOF) FOR SEWER MAINTENANCE

**Agenda Wording**

On August 22, 2019 bids were received for roof replacement on the Sewer Maintenance Building's middle roof (RFB # 2019-142). The low bid was from Spokane Roofing LLC for \$201,715.47 (including sales tax).

**Summary (Background)**

Proposed contract with Spokane Roofing LLC to replace the middle roof of the Sewer Maintenance Building. The roof is past its useful life and is an ongoing maintenance issue.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 201,715.47	# 4310-43117-35148-54802-99999
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Select	\$	#
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Select	\$	#
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Select	\$	#
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<u>Approvals</u>	<u>Council Notifications</u>
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<b><u>Dept Head</u></b>	HARRIS, CURTIS	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	STOPHER, SALLY	<b><u>Other</u></b>	PSCHC 09/09/19
<b><u>Finance</u></b>	BUSTOS, KIM	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	laga@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kbustos@spokanecity.org	
<u>Additional Approvals</u>		kbrooks@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	charris@spokanecity.org	
		ewickert@spokanecity.org	

# Briefing Paper

## Public Safety & Community Health t

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Contract Approval
<b>Date:</b>	9/9/19
<b>Contact (email &amp; phone):</b>	Curtis Harris ( <a href="mailto:charris@spokanecity.org">charris@spokanecity.org</a> X6284)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	9/9/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Contract
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Proposed contract with Spokane Roofing LLC to replace the middle roof of the Sewer Maintenance Building. The roof is past its useful life and is an ongoing maintenance issue.</p>	
<p><b>Executive Summary:</b></p> <p>On August 22<sup>nd</sup>, 2019 bids were received for roof replacement on the Sewer Maintenance Building's middle roof (RFB # 2019-142). The low bid was from Spokane Roofing LLC for \$201,715.47 (including sales tax).</p>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **SEWER DEPARTMENT  
MIDDLE ROOF REPLACEMENT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE ROOFING COMPANY, LLC**, whose address is 130 East Sprague Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Sewer Department Middle Roof Replacement, selected via RFB 2019-142.

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 Asset Management Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.**

The term of this Contract begins on September 17, 2019, and ends on November 15, 2019, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.**

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

5. **COMPENSATION/PAYMENT.**

A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 DOLLARS (\$185,230.00)**, excluding sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. 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.

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

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

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

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

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include

contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

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

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide

documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. 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.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in

connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <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.

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be

adjusted accordingly.

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

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

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

**SPOKANE ROOFING COMPANY, LLC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract:**

Exhibit A - Scope of Work

Payment Bond

Performance Bond

Exhibit B – Certification Regarding Debarment

## PAYMENT BOND

We, **SPOKANE ROOFING COMPANY, LLC**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 DOLLARS (\$185,230.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Sewer Department Middle Roof Replacement. 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 \_\_\_\_\_.

**SPOKANE ROOFING COMPANY, LLC,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

DATED: \_\_\_\_\_

Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney

## PERFORMANCE BOND

We **SPOKANE ROOFING COMPANY, LLC**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 DOLLARS (\$185,230.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the Sewer Department Middle Roof Replacement. 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 \_\_\_\_\_

**SPOKANE ROOFING COMPANY, LLC,  
AS PRINCIPAL**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## 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.

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

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

09/16/2019

Date Rec'd

9/4/2019

Clerk's File #

OPR 2019-0733

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 #

CR 20887

Agenda Item Name

5900 ROOF REPLACEMENT FOR WATER DEPT METER SHOP

Agenda Wording

On August 26, 2019 bids were received for roof replacement at water department's meter shop building (RFB # 2019-144). The low bid was from Icon corporation for \$201,514.01 (including sales tax).

Summary (Background)

Proposed contract with Icon Corporation to replace the roof of the meter shop located at the water department headquarters. The roof is past its useful life and is an ongoing maintenance issue.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Expense \$ 201,514.01

# 4100-42420-34148-54802-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HARRIS, CURTIS

Study SessionDivision Director

STOPHER, SALLY

Other

PSCHS 09/09/19

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

laga@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbustos@spokanecity.org

Additional Approvals

kbrooks@spokanecity.org

Purchasing

STOPHER, SALLY

charris@spokanecity.org

ewickert@spokanecity.org

## Briefing Paper

### Public Safety & Community Health

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Contract Approval
<b>Date:</b>	9/9/19
<b>Contact (email &amp; phone):</b>	Curtis Harris ( <a href="mailto:charris@spokanecity.org">charris@spokanecity.org</a> X6284)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	9/9/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Contract
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Proposed contract with Icon Corporation to replace the roof of the meter shop located at the water department headquarters. The roof is past its useful life and is an ongoing maintenance issue.</p>	
<p><b>Executive Summary:</b></p> <p>On August 26<sup>th</sup>, 2019 bids were received for roof replacement at water department's meter shop building (RFB # 2019-144). The low bid was from Icon corporation for \$201,514.01 (including sales tax).</p>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: 4100.42490.34145.54802</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **WATER DEPARTMENT METER  
SHOP ROOF REPLACEMENT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ICON CORPORATION**, whose address is PO Box 10, Greenacres, Washington 99016 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled Water Department Meter Shop Roof Replacement, selected via RFB 2019-144.

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 Asset Management Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.**

The term of this Contract begins on September 17, 2019, and ends on November 15, 2019, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.**

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

5. **COMPENSATION/PAYMENT.**

A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED EIGHTY FIVE THOUSAND FORTY FIVE AND NO/100 DOLLARS (\$185,045.00)**, excluding sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Asset Management Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. 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.

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

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

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

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

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include

contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

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

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

D. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

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

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

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide

documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. 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.

14. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in

connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

24. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <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.

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be

adjusted accordingly.

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

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

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

**ICON CORPORATION**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Contract:**

Exhibit A - Scope of Work

Payment Bond

Performance Bond

Exhibit B – Certification Regarding Debarment

## PAYMENT BOND

We, **ICON CORPORATION**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED EIGHTY FIVE THOUSAND FORTY FIVE AND NO/100 DOLLARS (\$185,045.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the Water Department Meter Shop Roof Replacement. 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 \_\_\_\_\_.

**ICON CORPORATION,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON           )  
County of \_\_\_\_\_) ss.

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 **ICON CORPORATION**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED EIGHTY FIVE THOUSAND FORTY FIVE AND NO/100 DOLLARS (\$185,045.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the Water Department Meter Shop Roof Replacement. 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 \_\_\_\_\_

**ICON CORPORATION,  
AS PRINCIPAL**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## 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.

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

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

09/16/2019

<u>Date Rec'd</u>	8/21/2019
<u>Clerk's File #</u>	OPR 2019-0734
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20878
Agenda Item Name	5300 CERIUM VMWARE		

Agenda Wording

Approval for software purchase and 5 years annual support of new VMware virtualization software from Cerium Networks, Inc. Requesting \$98,360.41 including tax for the software purchase, annual support and training on the new platform.

Summary (Background)

The City's current virtual server platform is rapidly approaching end of life and will be upgraded. As part of the upgrade project, we will be migrating to VMware for our virtualization software. VMware has a greater integration and compatibility base with third party vendors including our backup platform and new server hardware platform, it provides greater flexibility for business continuity and disaster recovery strategies.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 98,360.41	# 5310-73100-18880-53104
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	PIES 9/26/19
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		William Junkermier -	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Pricing is utilizing Washington State Contract Number: 05116 - NASPO Master Contract Number AR2472.  
Term is September 1, 2019-August 31, 2024.

Summary (Background)

It will also allow City IT to provide assistance and replication for the Public Works VMware environment as part of that site's disaster recovery design.

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

Distribution List


# Public Infrastructure, Environment and Sustainability Committee

## Briefing Paper

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	VMware Server Virtualization Software
<b>Date:</b>	August 26 <sup>th</sup> , 2019
<b>Author (email &amp; phone):</b>	Theresa Pellham, tpellham@spokanecity.org, 625-6948
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability (PIES) Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – VMware Server Virtualization Software purchase, annual support and training  Utilizing Budget Account # 5310-73100-18880-53104
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	September 1, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Software purchase, training and support
<b>Background/History:</b> The City's current virtual server platform is rapidly approaching end of life and will be upgraded. As part of the upgrade project, we will be migrating to VMware for our virtualization software. VMware has a greater integration and compatibility base with third party vendors including our backup platform and new server hardware platform, it provides greater flexibility for business continuity and disaster recovery strategies, and it will also allow City IT to provide assistance and replication for the Public Works VMware environment as part of that site's disaster recovery design.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Software purchase and 5 years annual support of new VMware virtualization software from Cerium Networks.</li> <li>• Requesting \$98,360.41 including tax for the software purchase, annual support and training on the new platform.</li> <li>• Pricing is utilizing Washington State Contract Number: 05116 - NASPO Master Contract Number: AR2472</li> <li>• Term is September 1, 2019—August 31, 2024</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Beginning 2024) If new, specify funding source: Capital replacement funds available on hardware being replaced. Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[CERIUM NETWORKS, INC.](#)

## License Information:

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

Entity name: CERIUM NETWORKS, INC.

Business name: CERIUM NETWORKS, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-569-046 Business ID: 001 Location ID: 0001

Location: Open

Location address: 1636 W 1ST AVE  
SPOKANE WA 99201-6010 USAMailing address: 1636 W 1ST AVE  
SPOKANE WA 99201-6010 USAExcise tax account and reseller  
permit status: [Open \(View\)](#)Secretary of State status: [Click here](#)

## Endorsements

<a href="#">Endorsements held at this location</a>	<a href="#">License #</a>	<a href="#">Count</a>	<a href="#">Details</a>	<a href="#">Status</a>	<a href="#">Expiration date</a>	<a href="#">First issuance dat</a>
<a href="#">Spokane General Business</a>	T11080789BUS			Active	Dec-31-2019	Oct-15-2012

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

<a href="#">Governing people</a>	<a href="#">Title</a>
HARRIS, JAMIE	
JUNKERMIER, ROGER	
JUNKERMIER, WILLIAM	

3 Rows

The Business Lookup information is updated nightly.  
Search date and time: 1/9/2019 1:23:26 PM*Working together to fund Washington's future*



CERINET-01

SBULGER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (509) 838-3501	<b>FAX (A/C, No):</b> (509) 838-3511
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Atlantic Specialty Insurance Company	
	<b>INSURER B:</b> ACE American Insurance Company	
<b>INSURED</b>  CERIUM NETWORKS, INC. 1636 W 1st Ave Spokane, WA 99201	<b>NAIC #</b>	
	27154	
	<b>INSURER C:</b> Travelers Casualty and Surety Company	
	22667	
	<b>INSURER D:</b>	
	19038	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7110144360005	5/15/2019	5/15/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7110144360005	5/15/2019	5/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			7110144360005	5/15/2019	5/15/2020	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			4060436170003	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber/Tech E&O			EON G29010286 002	10/29/2018	10/29/2019	\$75,000 Deductible 5,000,000
C	Crime			105615666	5/15/2019	5/15/2020	\$50,000 Deductible 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane  
808 W. Spokane Falls Blvd  
Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

City Clerk's No. \_\_\_\_\_



**City of Spokane**

**CONTRACT**

Title: **PURCHASE AND ANNUAL SUPPORT OF  
VMWARE VIRTUALIZATION SOFTWARE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CERIUM NETWORKS, INC.**, whose address is 1636 West 1<sup>st</sup> Avenue, Spokane, Washington 99201, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the Company was selected using Washington State Contract Number: 05116 - NASPO Master Contract Number: AR2472.*

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with new VMware virtualization software and five (5) year's annual support in accordance with Cerium Networks, Inc.'s, Quote, dated July 29, 2019, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERM.** The Contract shall begin September 1, 2019, and run through August 31, 2024, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **NINETY EIGHT THOUSAND THREE HUNDRED SIXTY AND 41/100 DOLLARS (\$98,360.41)**, including tax and shipping for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

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

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

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

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

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold 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 Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company 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. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

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

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

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

19. 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.

**CERIUM NETWORKS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Cerium Networks, Inc.'s Quote dated July 29, 2019

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

## EXHIBIT B



**Cerium Networks, Inc.**  
**1636 West 1st Avenue**  
**Spokane, WA 99201**  
 800-217-0933  
[csc@ceriumnetworks.com](mailto:csc@ceriumnetworks.com)

**QUOTE**

**Project #** CERQ85998  
**Date** 07/29/19  
**Sales Rep.** Jeff Lynch  
[jlynch@ceriumnetworks.com](mailto:jlynch@ceriumnetworks.com)

**Sold To:**

**City of Spokane**  
 Theresa Pellham  
 808 W. Spokane Falls Blvd.  
 7th Floor - City Hall  
 Spokane, WA 99201

**Ship To:**

**City of Spokane**  
 Theresa Pellham  
 808 W. Spokane Falls Blvd.  
 7th Floor - City Hall  
 Spokane, WA 99201

**Spokane Location:**  
 1636 West 1st Avenue  
 Spokane, WA 99201  
 800-217-0933

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1		<b>Contract Number: 05116 - NASPO Master Contract Number: AR2472</b>		
2				
3	1	VMware vSphere 6 Enterprise Plus Acceleration Kit for 6 processors VMware Inc.	\$21,833.73	\$21,833.73
4	5	Production Support/Subscription VMware vSphere Enterprise Plus Acceleration Kit for 6 processors for 1 year 5 Years of Support VMware Inc.	\$6,496.56	\$32,482.80
5	2	Customer Purchasing Program T2 VMware vSphere 6 Enterprise Plus for 1 processor VMware Inc.	\$3,010.22	\$6,020.44
6	10	Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year 5 Years of Support VMware Inc.	\$862.06	\$8,620.60
7	260	Learning Credits - Prepaid 51 - 500 vSphere Fast Track V6.7- 4 Individuals VMware Inc.	\$82.17	\$21,364.20
			<b>Subtotal</b>	<b>\$90,321.77</b>

Any professional services pricing is budgetary and based on the current equipment configuration. A formal Design Assurance review and signed Scope of Project is required prior to final pricing delivery and contract acceptance.

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

09/16/2019

<u>Date Rec'd</u>	9/3/2019
<u>Clerk's File #</u>	OPR 2019-0735
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20916
Agenda Item Name	5900 - PURCHASE & SALE AGREEMENT - BNSF RAILWAY COMPANY		

Agenda Wording

Purchase and Sale Agreement between the City of Spokane (Buyer) and BNSF Railway Company (Seller) for the purchase of a portion of property located in the area of 909 East Sprague Avenue.

Summary (Background)

As part of the City of Spokane's ongoing efforts to improve flexibility and create operational opportunities, the City has agreed to acquire property from BNSF. This property is currently leased by the City from BNSF and lies under the main building and parking areas for the Wastewater Department at 909 East Sprague Avenue. Acquisition of the property will remove restrictions created by BNSF's ownership and provide future development alternatives for Wastewater.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 1,559,712.00	# 4330 43387 94000 56501 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>	
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u>	PIES 6/19/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	cwofff@spokanecity.org	
<u>Additional Approvals</u>		dsteele@spokanecity.org	
<u>Purchasing</u>	STOPHER, SALLY	charris@spokanecity.org	
		jrichman@spokanecity.org	



# 909 E. Sprague Ave

## BNSF ROW Purchase June 2019

### Subject –

This City facility houses a Waste Water Management team at 909 E. Sprague, Spokane, WA.

### Background –

Waste Water Management Facility –  
909 E. Sprague Ave., Spokane, WA  
99202. Waste Water uses this facility to  
house operations which conduct  
maintenance to our ROW: cleaning  
catch basins, sewer line maintenance,  
TV camera of lines, etc.

- Total Land area 120,834 SF  
approximately 3 acres
  - Land Owned by City of  
Spokane = 38,265 SF just  
less than 1 acre.
  - Land leased to City by  
BNSF = 82,569 SF nearly 2 acres
- Total Building Area 41,269 SF about 1 acre
  - Building on City Property 13,869 SF
  - Building on Leased Land 27,400 SF
- City purchased their land in 1994 for \$800,000.
- Lease established at the same time as the purchase, Jan. 3, 1994 with BNSF
  - One time compensation of \$165,000 for the lease
  - Term of 30 years = Jan. 3, 1994 – Jan. 2, 2024
  - A new land lease will need to be negotiated with BNSF in 2024.



### Impact –

The current building sits both on City owned and BNSF property, use and salability are tied together. It is opportunistic for the City and potentially for the University District to acquire the additional 2+ acres from BNSF. Finally with the CSO facility across Sprague to the south – the two properties may be leveraged for higher and better future development potential to spur economic growth in the area.



### Action –

- BNSF has agreed to sell the property to the City of Spokane for \$16.00/sf or \$1,559,712.00 based on 97,482sf based on the following:
  - COS would have 180 days due diligence period
  - Closing would occur after satisfying all buyer and seller conditions
  - Buyer covenants for 99 years after closing the property shall be used for non-residential purposes and the ground water not be used for drinking water or irrigation purposes.
  - BNSF offered to sell at \$17/sf.
  - COS appraisal in Aug. 2018, 102,482sf @\$14/sf = \$1,435,000.
  - Buildings and Land in the UD are selling for \$25-\$50/sf and up to \$100/sf – and buildings are being torn down. Larger parcels (>.50 acres) would command less \$/sf.
  - Potential lease costs at renewal in 2024:
    - At \$16/sf = \$1,470,416.00 an owner would like to get a 6% return, or about \$88,225/yr which would be about \$7,352/month
    - With 3% inflationary appreciation per year we may expect the annual lease rate of:

Year	Annual Lease	Monthly Lease
2024	\$ 102,276.91	\$ 8,523.08
2025	\$ 105,345.22	\$ 8,778.77
2026	\$ 108,505.57	\$ 9,042.13
2027	\$ 111,760.74	\$ 9,313.39
2028	\$ 115,113.56	\$ 9,592.80
2029	\$ 118,566.97	\$ 9,880.58

- By buying the property today we secure our lease liability for the future with BNSF.
- We also secure an asset in the UD. This would be one of the largest aggregated properties in the UD. But for the City's ability to work with BNSF, would we be able to unlock this site for possible redevelopment in the event the City decided to collocate the Waste Water team with other Public Works facilities.

## **BNSF RAILWAY COMPANY**

### **REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below) **CITY OF SPOKANE**, a municipal corporation (“**Buyer**”) and **BNSF RAILWAY COMPANY** (“**Seller**”). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

#### **GENERAL TERMS AND DEFINITIONS**

1. The following terms shall have the meanings set forth below:

**Closing.** The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

**Closing Date** Notwithstanding, anything herein, this sale shall close on or before 10 days after expiration of the Review Period. Seller or Buyer shall have the right to extend the closing up to ninety (90) days with thirty days written notice.

**Earnest Money** The cash sum of TWENTY-FIVE-THOUSAND DOLLARS (\$25,000.00) made payable to The Bank of New York Mellon Trust Company, NA.

**Effective Date** The date of Seller’s execution of this Agreement as indicated below Seller’s signature hereto.

**Property** That parcel of land situated in or near the City of Spokane, County of Spokane and State of Washington, shown hatched black on map marked Exhibit A dated 1/30/18 attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

**Purchase Price** The sum of ONE MILLION FIVE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED TWELVE DOLLARS (\$1,559,712.00) (based on \$16.00/sf – 91,901/sf for parcel B and 5,581/sf for parcel C)

**Review Period** The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is One Hundred Eighty (180) days after the Effective Date,

#### **PURCHASE AND SALE**

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller’s right, title and interest (if any), in and to the Property.

(b) Seller may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, (Goldfinch) an exchange intermediary, in order for Seller to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Seller shall provide Buyer with a Notice of Assignment, attached as Exhibit B, and Buyer shall execute an acknowledgement of receipt of such notice. Buyer may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Buyer to effect an exchange under Section 1031 of the Internal of Revenue Code.

(c) Within five (5) days of Buyer's receipt of notice that Seller has accepted this Agreement, Buyer shall deposit the Earnest Money with Spokane County Title Company, 1010 North Normandie, Suite 100, Spokane, Washington ("**Title Company**") as escrow agent. Title Company shall hold the Earnest money in escrow pursuant to the terms and conditions of this Agreement. Buyer shall not be entitled to any interest on the Earnest Money held by Title Company pursuant to this Agreement. Title Company shall deliver the Earnest Money to the party entitled thereto pursuant to this Agreement, provided, however if there is a dispute between Buyer and Seller as to who is so entitled, Title Company may deposit the Earnest Money with a court of competent jurisdiction pending resolution of such dispute.

(d) The balance of the Purchase Price shall be paid at Closing as provided below.

## INSPECTION

3. (a) Seller will prepare a legal description of the Property and will forward such description to Buyer for Buyer's review. Buyer shall have ten (10) days following such delivery to notify Seller in writing if Buyer objects to such description. If Buyer does not so object then the description of the Property prepared by Seller shall be the definition of the Property for all purposes under this Agreement. If Buyer does so object then Buyer shall cause to be prepared a survey of the Property certified to Seller, Buyer and such other parties as Buyer may choose showing the boundaries of the Property and any improvements located thereon (the "**Survey**"). If Seller does not agree that the description of the Property contained on the Survey is the Property Seller wishes to sell or otherwise objects to the Survey then Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If Seller agrees in writing that the Survey description is accurate then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey, plat, or boundary line adjustment to convey the Property (a "**Plat**"), the Buyer shall obtain, at Buyer's sole cost and expense, such Plat or boundary line adjustment and the approval of such Municipality. Seller's obligations hereunder are conditioned upon Seller's approval of the Plat approved by the Municipality. Buyer shall provide the proposed Plat to Seller prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Buyer shall have until the end of the Review Period to examine title to the Property. If Buyer elects to obtain a title commitment for the Property Buyer may deliver to Seller no later than the expiration of the Review Period written notice of any objections to the status of title other than: (i) matters related to Seller ownership interest being the product of the Northern Pacific Railway Company Land Grant Act of 1864, (ii) and other usual exceptions contained in title commitment and the matters to which sale is subject by the terms hereof, or matters reflected on the Survey that Buyer may have together with a copy of such title commitment, Survey and all matters referenced therein. Seller shall have no obligation to cure any such objection. If Seller notifies Buyer in writing that Seller will cure any such objection Seller (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Buyer may terminate this Agreement in which case the Earnest Money shall be refunded to Buyer and neither party

shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If Seller at any time notifies Buyer in writing that Seller is not willing or able to cure any of the such objections (including those which Seller has previously endeavored to cure) then Buyer or Seller may terminate this Agreement by written notice to the other delivered within five (5) days after Seller so notifies Buyer that Seller is unwilling or unable to cure such objection. In the event of such termination, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) During the Review Period, Buyer shall be able to conduct a review with respect to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer's intended use (the "**Feasibility Study**"). The Feasibility Study may include all inspections, tests, and studies Buyer deems necessary or desirable, in its sole discretion. Buyer and Buyer's agents, representatives, consultants, architects and engineers will have the right, from time to time, during the Feasibility Study Period to enter onto the Property and make borings, drillings, drive test piles and conduct any other test (including soils tests) and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for Buyer's intended use. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released. Buyer will need to obtain an environmental right of entry from Seller prior to performing a phase 2 study.

(d) Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use or does not meet Buyer's intended investment objectives. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Review Period as it may be extended pursuant to Section 3(d) above. If Buyer terminates this Agreement pursuant to this Section 3(e), the Earnest Money will be returned to Buyer, this Agreement will terminate, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement.

(e) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to any judgment against Seller which may appear of record as a lien against the Property. Seller shall pay such lien if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied. Notwithstanding the foregoing provisions of Section 3(b).

(f) Buyer shall not be entitled to object to the lien of any of Seller's mortgages. Seller shall deliver to Buyer, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which Seller is obligated to pay within one hundred eighty (180) days after the first meeting of Seller's Executive Committee held after the Closing.

## CLOSING

4. (a) The Closing shall occur on the with First American Title and Escrow in Spokane Washington (the "**Title Company**"). It shall be a condition of each party's obligation to close hereunder that the other party shall have performed its obligations hereunder. The parties may close the transaction in escrow by sending written escrow instructions prepared by their respective attorneys or an authorized officer to the

Title Company and provided Title Company has agreed to comply with such escrow instructions and has provided each such party with an acceptable closing protection letter if Title Company is an agent for the company underwriting the insurance policy.

(b) At Closing the parties shall deliver the following:

(i) Seller shall deliver:

- (1) A quitclaim deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in Section 8 (the "**Deed**") quitclaiming to Buyer all of Seller's interest in and to the Property.
- (2) A counterpart of a Closing Statement in form and substance mutually agreeable to the parties setting forth the financial details of the transaction including any prorations (the "**Closing Statement**").
- (3) Such other affidavits and certificates that are customarily required to consummate this transaction, in form and substance acceptable to Seller.
- (4) Any keys, combinations or other security devices in Seller's possession.
- (5) A counterpart of a termination agreement ("**Termination Agreement**") in the form attached as Exhibit "C" effective as of Closing and otherwise in a form reasonably acceptable to Buyer and Seller for that certain Term Lease between Buyer and Seller dated January 3, 1994 (the "**Current Lease**").

(ii) Buyer shall deliver:

- (1) The Purchase Price subject to the prorations and credits expressly provided for in this Agreement and less the Earnest Money which Earnest Money shall thereafter become the property of Seller.
- (2) A counterpart of the Closing Statement.
- (3) A counterpart of the Termination Agreement.
- (4) Such other affidavits and certificates that are customarily required to consummate this transaction, in form and substance acceptable to Seller.

If any of the foregoing conditions are not satisfied on or before the applicable date set forth for such condition (each, the "**Condition Date**"), the party to which such condition benefits may either (a) terminate this Agreement by written notice to the other party delivered no later than the earlier of the Closing Date or five days after the applicable Condition Date, or (b) waive such condition by failing to so terminate and proceeding to Closing according to the remaining provisions of this Agreement. If the Agreement is terminated pursuant to clause (a) above, then the Earnest Money shall be returned to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination.

## PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Buyer and Seller. All outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Buyer.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Buyer at Closing, to the extent feasible, shall be switched into the name of Buyer as of the Closing Date, so that a final statement can be issued to Seller for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Buyer's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Seller also includes periods of ownership by Buyer, Buyer shall pay Seller at Closing the amount attributable to Buyer's period of ownership. Buyer shall be responsible to pay all utilities serving the Property due after Closing.

(c) Buyer shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Buyer.

(d) If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Jones Lang LaSalle Brokerage Inc. ("**Broker**") pursuant to a separate agreement. Buyer acknowledges that Broker has advised, and hereby advises, Buyer that the Broker is acting as on behalf of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Seller, make representations on behalf of Seller or bind Seller in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

## DEFAULT AND REMEDIES

6. (a) In the event of a default by Buyer under the terms of this Agreement, Seller's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing, or (c) obtain specific performance of this Agreement. If Seller terminates this Agreement as provided in the previous sentence Seller shall be entitled to retain the Earnest Money. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of any obligation hereunder to be performed by Buyer after Closing. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to

ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive a refund of the Earnest Money. Upon such termination and the payment of such sums by Seller the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Buyer may have at law or in equity for Seller's default or breach of any obligation hereunder to be performed by Seller after Closing.

## NATURE OF SALE

7. Buyer has been allowed to make an inspection of the Property. **BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"); PROVIDED, Buyer does not waive its right to a disclosure statement as required by Chapter 64.06 RCW. Buyer represents and warrants to Seller that Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Buyer's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Seller and Seller's officers, directors, shareholders, employees and agents (collectively, "**Indemnitees**") from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Seller remaining property or the operations or business of the Seller on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Seller under this section shall be in addition to and not in lieu of any other

rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Buyer to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions. The provisions of this Section 7 shall be binding on Buyer, and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land.

## RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Buyer and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Seller and Seller's successors and assigns. For purposes of this Section 8, Grantor shall mean Seller and Grantee shall mean Buyer. Buyer may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if Seller is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track on or adjacent to the Property and as may be presently located on the Property. Any improvements constructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(b) Seller has previously granted an easement for the signboard(s) located on the Property and access thereto, including the right to install utilities to the signboard(s). Buyer is not entitled to receive any compensation from the signboard company or holder of the easement for the use of this signboard. Seller has previously conveyed a signboard easement to Outdoor Systems, Inc. on July 7, 1997 granting Outdoor Systems, Inc. an easement for a signboard(s) and this conveyance is subject to the terms and conditions of that easement, whether recorded or not. Buyer will receive no income or future compensation from Grantor or from the signboard company for this easement.

**(c) Buyer acknowledges that Seller, as successor in interest to the Northern Pacific Railway Company, acquired a determinable ownership interest in the Property from the United States of America, pursuant to Section 2 of the Northern Pacific Land Grant Act of**

**1864 and Buyer agrees to the conditions and limitations imposed by this Northern Pacific Land Grant Act.**

(d) For 99 years after the Closing Date, Grantee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes

**REPRESENTATIONS**

9. Buyer represents and warrants to Seller that if Buyer is other than a natural person or persons that it is a validly formed Municipal Corporation, etc. under the laws of the State of Washington; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do. Buyer represents and warrants to Seller that it is not subject to any bankruptcy proceeding. Seller represents and warrants to Buyer that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Seller are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

**MISCELLANEOUS**

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Seller's interest (if any) in the Property, it is understood and agreed that Seller's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use good faith efforts to obtain such approval. If such approval cannot be obtained by the Closing Date, Seller may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate

this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between Seller and Buyer with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superceded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Buyer may not assign its interest in this Agreement or the Entry Agreement without Seller's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind Seller, the Buyer, and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Seller, the Buyer and their heirs, executors, administrators, permitted successors and assigns. If Buyer is more than one person or entity, Buyer's obligations under this Agreement and, to the extent executed, the Entry Agreement, shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place; provided, Seller shall not remove those buildings and improvements currently leased to Buyer. Notwithstanding the foregoing, Seller shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(i) Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section

9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(l) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

(m) Seller acknowledges that this Agreement does not bind the Buyer until it has been approved by the Spokane City Council and signed by the Mayor.

#### **ADMINISTRATIVE FEE**

11. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, that the Buyer shall pay at Closing to BNSF Railway Company a processing fee in the amount of \$2,000.00 over and above the agreed upon Purchase Price.

**IN WITNESS WHEREOF**, Buyer and Seller have executed this Agreement to be effective as of the Effective Date.

**BUYER:**

**CITY OF SPOKANE, a municipal corporation**

Buyer's name as it is to appear on deed  
(PRINTED/TYPED)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Buyer's Address:

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Phone: \_\_\_\_\_

Buyer's SSN or EIN: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Assistant City Attorney

**SELLER:**

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Seller's Address:

c/o Jones Lang LaSalle Brokerage, Inc.

4200 Buckingham Road, Suite 110

Fort Worth, TX 76155

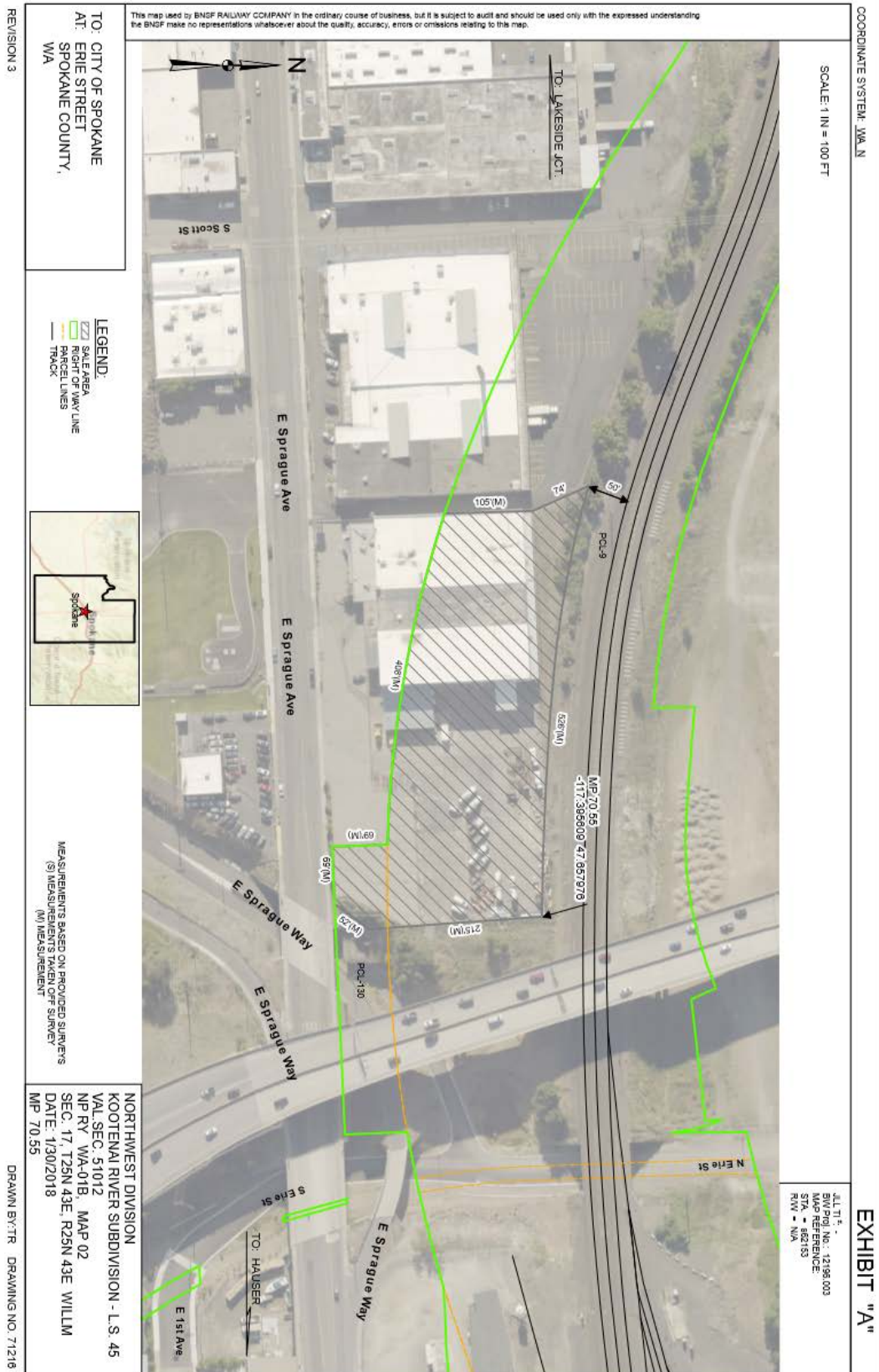
Attn: Title and Escrow

Fax: 817-306-8129

Phone: 817-230-2600

\_\_\_\_\_  
Date of Seller's Execution (Effective Date)

**EXHIBIT A**



**EXHIBIT “B”**

**NOTICE OF ASSIGNMENT**

***Goldfinch Exchange Company LLC***

*A Delaware limited liability company*

*2001 Western Ave #330*

*Seattle, WA 98121*

*425-646-4020*

*206-728-0935 fax*

**NOTICE OF ASSIGNMENT**

**TO: CITY OF SPOKANE** and any assignees or exchange intermediaries of Buyer

You and BNSF Railway Company ("BNSF") have entered into the Real Estate Purchase and Sale Agreement, dated \_\_\_\_\_ for the sale of the real property described therein. You are hereby notified that BNSF has assigned its rights as Seller, but not its obligations, to Goldfinch Exchange Company LLC for the purpose of effecting a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and BNSF will deed the property directly to you.

**ACKNOWLEDGED:**

**CITY OF SPOKANE, a municipal corporation**

Buyer's name as it is to appear on deed  
(PRINTED/TYPED)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "C"**

**LEASE TERMINATION AGREEMENT**

THIS LEASE TERMINATION AGREEMENT ("**Termination Agreement**") is made to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the "**Effective Date**"), by and between the **CITY OF SPOKANE a municipal corporation** ("**Lessee**"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Lessor**").

**RECITALS**

A. Lessor and Lessee entered into that certain Term Lease for Land dated January 3, 1994 (the "**Lease**") whereby Lessor leased to Lessee certain real property (the "**Premises**") located at or near the City of Spokane, Spokane County, State of Washington, the Premises being further described in the Lease.

B. Lessor and Lessee have mutually agreed to terminate the Lease as of \_\_\_\_\_, 2019.

C. Lessor and Lessee desire to memorialize the termination of the Lease on the terms and conditions hereinafter set forth.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Defined Terms.** All terms used herein shall have the same meaning as in the Lease unless otherwise defined herein.

2. **Termination Date.** The parties hereby acknowledge and agree that the Lease shall terminate on \_\_\_\_\_, 2019 (the "**Termination Date**"). Any right that Lessee may possess to the Premises beyond the Termination Date is hereby waived by Lessee.

3. **No Release.** As of the Termination Date, Lessor and Lessee shall have no further obligation to each other or rights under or with regards to the Lease; provided, however, that all of Lessee's indemnification obligations that have accrued but have not been satisfied under the Lease prior to the Termination Date shall survive such termination.

4. **Representations of Lessee.** Lessee hereby represents, with respect to Lessee's rights in and occupancy of the Premises, that the following statements are true as of the Termination Date:

- (a) Lessee owns and holds the entire interest of Lessee under the Lease;
- (b) There exist no subleases affecting the Premises or any part thereof;
- (c) Lessee has not assigned or encumbered Lessee's interest under the Lease or any part thereof;
- (d) Lessee has not entered into any contracts for the furnishing of any labor or materials with respect to improvements or alterations in or about the Premises that have not been fully performed; and

(e) Lessee has full authority to execute and deliver this Termination Agreement.

5. **Entire Agreement.** This Termination Agreement contains the entire agreement between Lessor and Lessee concerning the subject matter hereof, and no oral statements or prior written matter not specifically incorporated herein shall be of any force or effect. No variation, change, or modification of this Termination Agreement shall be binding upon either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

6. **Governing Law and Venue.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflicts of laws provisions. To the fullest extent permitted by law any dispute arising under or in connection with this Termination Agreement or related to any subject matter which is the subject of this Termination Agreement shall be subject to the sole and exclusive jurisdiction of the United States District Court for the Western District of Washington. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive. Each party hereto hereby irrevocably consents to the jurisdiction of the United States District Court for the Western District of Washington in any such dispute and irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of venue in such court and that any such dispute which is brought in such court has been brought in an inconvenient forum.

7. **Severability.** If any provision of this Termination Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Termination Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Termination Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Termination Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

9. **Counterparts.** This Termination Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date set forth below each party's signature; to be effective, however, as of the Effective Date set forth above.

**LESSEE:**

**City of Spokane**  
a Municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSOR:**

**BNSF Railway Company,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

09/16/2019

Date Rec'd

4/11/2012

Clerk's File #

CPR 2019-0002

Renews #Submitting Dept

ACCOUNTING

Cross Ref #Contact Name/Phone

ANDREW DUFFEY 625-6005

Project #Contact E-Mail

ADUFFEY@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: 09/09/19.  
Total: \$5,774,099.97 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$ \$5,491,131.00

Summary (Background)

Pages 1-22 Check numbers: 564031 - 564256 ACH payment numbers: 68458 - 68689 On file for review in  
City Clerks Office: 22 Page listing of Claims

Fiscal Impact

Grant related?

Budget Account

Public Works? NO

Expense \$ 5,491,131.00

# Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study SessionDivision Director

STOPHER, SALLY

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 36

APPROVAL FUND SUMMARY

DATE: 09/09/19  
TIME: 14:04  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	143,319.19
1100	STREET FUND	25,221.54
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	80,463.65
1400	PARKS AND RECREATION FUND	196.68
1500	PATHS AND TRAILS RESERVE FUND	1,805.54
1590	HOTEL/MOTEL TAX FUND	489,295.10
1630	COMBINED COMMUNICATIONS CENTER	194.12
1640	COMMUNICATIONS BLDG M&O FUND	504.53
1910	CRIMINAL JUSTICE ASSISTANCE FD	382,944.44
1970	FIRE/EMS FUND	28,907.53
1990	TRANSPORTATION BENEFIT FUND	747,317.23
2350	SPECIAL ASSESSMENT GUARANTY FD	294.03
3200	ARTERIAL STREET FUND	569,066.47
4100	WATER DIVISION	493,933.17
4250	INTEGRATED CAPITAL MANAGEMENT	908,481.17
4300	SEWER FUND	49,253.85
4480	SOLID WASTE FUND	12,676.14
4490	SOLID WASTE DISPOSAL	119,454.47
4530	SOLID WASTE LANDFILLS	128.63
4700	DEVELOPMENT SVCS CENTER	50.45
5100	FLEET SERVICES FUND	291,467.22
5200	PUBLIC WORKS AND UTILITIES	27,617.78
5300	IT FUND	20,149.73
5310	IT CAPITAL REPLACEMENT FUND	14,714.27
5400	REPROGRAPHICS FUND	2,526.30
5600	ACCOUNTING SERVICES	2,871.89
5700	MY SPOKANE	90.00
5800	RISK MANAGEMENT FUND	83,772.97
5810	WORKERS' COMPENSATION FUND	154.09
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	666,517.33
5900	ASSET MANAGEMENT FUND OPS	3,967.05
5901	ASSET MANAGEMENT FUND CAPITAL	84,476.93
5902	PROPERTY ACQUISITION POLICE	38,978.47
6070	FIREFIGHTERS' PENSION FUND	120,342.78
6080	POLICE PENSION FUND	64,517.67
6730	PARKING & BUSINESS IMPROV DIST	14,958.59
TOTAL:		5,491,131.00

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 36

DATE: 09/09/19  
TIME:  
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

ARCHBRIGHT INC	LEGAL SERVICES ACH PMT NO. - 80068657	10,188.00
NW UNITY	CONTRACTUAL SERVICES CHECK NO. - 00564231	3,000.00
SPOKANE COUNTY FIRE DIST 10	EXTERNAL TAXES/OPER ASSESSMT ACH PMT NO. - 80068630	57,871.95
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80068679	8,638.74
THIN AIR COMMUNITY RADIO	CONTRACTUAL SERVICES CHECK NO. - 00564235	2,000.00
TOTAL FOR 0020 - NONDEPARTMENTAL		81,698.69

0100 - GENERAL FUND

ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80068651	2,960.00
ADRIENNE THOMMES PO BOX 954	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00564227	4,250.00
CHEROL HOLLY GETMAN 4630 STATE RT 410	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00564041	1,000.00
TOTAL FOR 0100 - GENERAL FUND		8,210.00

0230 - CIVIL SERVICE

CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80068647	35.00
JUDITH GILMORE	OTHER MISC CHARGES ACH PMT NO. - 80068615	35.00
MARK E LINDSEY	OTHER MISC CHARGES ACH PMT NO. - 80068649	35.00
PAMELA DECOUNTER	OTHER MISC CHARGES ACH PMT NO. - 80068606	35.00
SCOTT A STEPHENS	OTHER MISC CHARGES ACH PMT NO. - 80068633	35.00

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80068550	59.58
		-----
TOTAL FOR 0230 - CIVIL SERVICE		234.58
HONORABLE MAYOR		09/09/19
AND COUNCIL MEMBERS		PAGE 3
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
0320 - COUNCIL		
-----		
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80068640	476.66
		-----
TOTAL FOR 0320 - COUNCIL		476.66
0350 - COMMUNITY CENTERS		
-----		
MARTIN LUTHER KING JR FAMILY	CONTRACTUAL SERVICES	
OUTREACH CENTER	ACH PMT NO. - 80068667	29,166.66
		-----
TOTAL FOR 0350 - COMMUNITY CENTERS		29,166.66
0370 - ENGINEERING SERVICES		
-----		
ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80068472	27.12
US DOSIMETRY TECHNOLOGY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068639	122.16
		-----
TOTAL FOR 0370 - ENGINEERING SERVICES		149.28
0410 - FINANCE		
-----		
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80068640	26.24
		-----
TOTAL FOR 0410 - FINANCE		26.24
0430 - GRANTS MANAGEMENT		
-----		
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80068640	59.58
		-----
TOTAL FOR 0430 - GRANTS MANAGEMENT		59.58
0470 - HISTORIC PRESERVATION		

ACCOUNTING IMPREST FUND	OPERATING SUPPLIES	
	CHECK NO. - 00564034	18.95
COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80068483	83.64
TOTAL FOR 0470 - HISTORIC PRESERVATION		102.59

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0550 - NEIGHBORHOOD SERVICES

GRAPHIC ART PRODUCTIONS DBA FASTSIGNS	PRINTING/BINDING/REPRO ACH PMT NO. - 80068501	199.94
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		199.94

0560 - MUNICIPAL COURT

SPOKANE COUNTY DISTRICT COURT ATTN: SHERRI HANSEN, CLERK OF	REGISTRATION/SCHOOLING CHECK NO. - 00564049	200.00
SPOKANE COUNTY TREASURER	JURY COSTS ACH PMT NO. - 80068586	560.91
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80068686	428.45
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068640	732.94
WORKSPACE DEVELOPMENT LLC dba OPENSQUARE	BUILDING IMPROVEMENTS ACH PMT NO. - 80068672	4,004.61
TOTAL FOR 0560 - MUNICIPAL COURT		5,926.91

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80068483	297.59
TOTAL FOR 0650 - PLANNING SERVICES		297.59

0680 - POLICE

AA AUTO NORTHWEST LLC	TOWING EXPENSE CHECK NO. - 00564033	103.46
ALL ABOUT TOWING SERVICES	TOWING EXPENSE	

	ACH PMT NO. - 80068468	103.46
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE	
	ACH PMT NO. - 80068474	284.50
B & B TOWING LLC	TOWING EXPENSE	
	CHECK NO. - 00564036	491.42
DIVINES TOWING/DIV OF	TOWING EXPENSE	
DIVINE CORP	ACH PMT NO. - 80068488	206.92
EVERGREEN STATE TOWING LLC	TOWING EXPENSE	
DBA SPOKANE VALLEY TOWING	ACH PMT NO. - 80068490	336.23

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GALLS LLC	CLOTHING	
	ACH PMT NO. - 80068664	4,043.88
GALLS LLC	PROTECTIVE GEAR/CLOTHING	
	ACH PMT NO. - 80068614	7,059.24
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80068503	463.18
POS SUPPLY SOLUTIONS INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80068533	2,252.52
WYOMING WRECKER LLC	TOWING EXPENSE	
DBA AA ACES TOWING	ACH PMT NO. - 80068559	129.31

TOTAL FOR 0680 - POLICE

-----  
15,474.12

0690 - PROBATION SERVICES

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80068550	119.18

TOTAL FOR 0690 - PROBATION SERVICES

-----  
119.18

0700 - PUBLIC DEFENDER

FRANCIS ADEWALE	PARKING/TOLLS (LOCAL)	
	CHECK NO. - 00564035	37.04
LARRY TANGEN	LEGAL SERVICES	
	ACH PMT NO. - 80068636	503.75
PROVOST PROFESSIONAL	LEGAL SERVICES	
INVESTIGATIONS	ACH PMT NO. - 80068625	519.97
RICHARD WALLIS	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80068565	74.07

TOTAL FOR 0700 - PUBLIC DEFENDER		1,134.83
0860 - TREASURY SERVICES		
-----		
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068640	42.34
TOTAL FOR 0860 - TREASURY SERVICES		42.34
-----		
1100 - STREET FUND		
-----		
ALPINE PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068469	16,449.04
HONORABLE MAYOR AND COUNCIL MEMBERS		09/09/19 PAGE 6
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
COMPONENT PRODUCTS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068479	3,295.00
ROAD PRODUCTS INC	REPAIRS/MAINTENANCE CHECK NO. - 00564256	4,132.76
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	293.26
WESTERN SYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00564051	1,051.48
TOTAL FOR 1100 - STREET FUND		25,221.54
-----		
1360 - MISCELLANEOUS GRANTS FUND		
-----		
ABSOLUTE DRUG TESTING LLC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80068651	2,960.00-
ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80068651	2,960.00
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00
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1380 - TRAFFIC CALMING MEASURES		
-----		
AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068566	77,203.50
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068660	466.83
NATIONAL NATIVE AMERICAN	CONSTRUCTION OF FIXED ASSETS	

CONSTRUCTION INC	ACH PMT NO. - 80068582	2,793.32
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		80,463.65
1400 - PARKS AND RECREATION FUND		
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068483	196.68
TOTAL FOR 1400 - PARKS AND RECREATION FUND		196.68
1500 - PATHS AND TRAILS RESERVE FUND		
ZUMAR INDUSTRIES INC	OPERATING SUPPLIES ACH PMT NO. - 80068561	1,805.54
TOTAL FOR 1500 - PATHS AND TRAILS RESERVE FUND		1,805.54
HONORABLE MAYOR AND COUNCIL MEMBERS		09/09/19 PAGE 7
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
1590 - HOTEL/MOTEL TAX FUND		
SPOKANE PUBLIC FACILITIES DISTRICT	IG PAYMENT FROM FED/STATE/LOCL ACH PMT NO. - 80068631	489,295.10
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		489,295.10
1630 - COMBINED COMMUNICATIONS CENTER		
CENTURYLINK	TELEPHONE CHECK NO. - 00564217	194.12
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		194.12
1640 - COMMUNICATIONS BLDG M&O FUND		
CONTROL SOLUTIONS NW INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068482	349.15
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80068612	155.38
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		504.53
1910 - CRIMINAL JUSTICE ASSISTANCE FD		
SPOKANE COUNTY TREASURER	COUNTY JAIL COSTS	

ACH PMT NO. - 80068680 382,944.44

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD 382,944.44

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068470	70.74
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00564216	3,613.96
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068602	4,800.74
COZZETTO COIN OP LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068484	201.47
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80068612	110.17
FLEET PAINTING INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80068493	11,841.91

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FRANK J SANDALL	AIRFARE ACH PMT NO. - 80068564	570.59
FRANK J SANDALL	PER DIEM ACH PMT NO. - 80068564	602.00
JAMES BILLMAN	LODGING ACH PMT NO. - 80068562	127.52
JAMES BILLMAN	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80068562	227.56
JAMES BILLMAN	PER DIEM ACH PMT NO. - 80068562	114.00
JAMIE J MCINTYRE	OPERATING SUPPLIES ACH PMT NO. - 80068563	73.35
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80068617	1,948.23
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068618	3,834.89
ROCKWOOD RETIREMENT COMMUNITIES	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00564043	19.00
ROSE CITY LABEL DBA THE BADGER	PRINTING/BINDING/REPRO ACH PMT NO. - 80068626	396.00

UNIFIRE POWER BLOWERS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068549	182.95
UNIFIRE POWER BLOWERS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068549	52.27
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	35.24
WILDROSE LTD dba WILDROSE GRAPHICS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80068556	84.94
TOTAL FOR 1970 - FIRE/EMS FUND		28,907.53
1990 - TRANSPORTATION BENEFIT FUND		
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONTRACTUAL SERVICES ACH PMT NO. - 80068483	50.24
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068676	747,266.99
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		747,317.23
2350 - SPECIAL ASSESSMENT GUARANTY FD		
HONORABLE MAYOR AND COUNCIL MEMBERS		09/09/19 PAGE 9
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
SPOKANE COUNTY TITLE CO	REAL ESTATE SERVICES ACH PMT NO. - 80068629	294.03
TOTAL FOR 2350 - SPECIAL ASSESSMENT GUARANTY FD		294.03
3200 - ARTERIAL STREET FUND		
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068660	15,351.35
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80068603	533.73
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068483	851.63
L & L CARGILE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068666	20,025.31
NATIONAL NATIVE AMERICAN CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068582	532,304.45

TOTAL FOR 3200 - ARTERIAL STREET FUND

569,066.47

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068467	1,105.22
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068567	1,025.00
AVISTA UTILITIES	PUBLIC UTILITY SERVICE ACH PMT NO. - 80068473	42.56
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068473	468,060.14
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80068473	278.89
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068481	768.11
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONTRACTUAL SERVICES ACH PMT NO. - 80068483	237.50
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068491	739.75
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068492	40.71
GRAYBAR ELECTRIC COMPANY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068502	9,263.72

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HACH COMPANY AMERICAN SIGMA	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80068505	274.38
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068511	638.98
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068620	59.59
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80068529	2,765.01
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068534	125.89
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068537	267.02
SPOKANE CITY TREASURER	DEPOSIT - U-HELP CHECK NO. - 00564048	168.00

SPOKANE CITY TREASURER	OTHER MISC CHARGES	
	CHECK NO. - 00564048	736.35
THE BLUE ZOO AQUARIUM LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80068589	5,000.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80068550	178.76
WEST PLAINS/AIRPORT AREA	OTHER MISC CHARGES	
PUBLIC DEVELOPMENT AUTHORITY	ACH PMT NO. - 80068644	999.30
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00564238	1,158.29
TOTAL FOR 4100 - WATER DIVISION		493,933.17
4250 - INTEGRATED CAPITAL MANAGEMENT		
APOLLO INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80068655	235,681.74
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80068601	4,367.78
COWLES PUBLISHING COMPANY	CONSTRUCTION OF FIXED ASSETS	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80068483	207.67
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80068576	225,026.12
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80068668	378,152.73
NATIONAL NATIVE AMERICAN	CONSTRUCTION OF FIXED ASSETS	
CONSTRUCTION INC	ACH PMT NO. - 80068582	4,810.34
HONORABLE MAYOR		09/09/19
AND COUNCIL MEMBERS		PAGE 11
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
SYSTEMS AND SOFTWARE INC	CONTRACTUAL SERVICES	
DBA SYSTEMS AND SOFTWARE	ACH PMT NO. - 80068546	4,543.71
T LARIVIERE EQUIPMENT &	CONSTRUCTION OF FIXED ASSETS	
EXCAVATION INC	ACH PMT NO. - 80068588	54,951.08
WA STATE DEPT OF ECOLOGY	CONSTRUCTION OF FIXED ASSETS	
CASHERING UNIT	ACH PMT NO. - 80068641	740.00
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		908,481.17
4310 - SEWER MAINTENANCE DIVISION		
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80068597	4,672.80

CENTURYLINK	TELEPHONE CHECK NO. - 00564037	330.52
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068602	7,490.34
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068483	15.70
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068477	1,375.78
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068496	77.86
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00564048	736.34
SPOKANE TIN & SHEET IRON WORKS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068543	20,582.10
T-MOBILE	CELL PHONE CHECK NO. - 00564050	477.79
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		35,759.23

4320 - RIVERSIDE PARK RECLAMATION FAC

BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80068535	980.10
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068478	1,132.47
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80068610	1,980.00
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80068512	504.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SVL ANALYTICAL INC	TESTING SERVICES ACH PMT NO. - 80068545	126.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80068637	25.00
T-MOBILE	CELL PHONE CHECK NO. - 00564050	10.94

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	4,758.51
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068473	224.20
CENTURYLINK	TELEPHONE CHECK NO. - 00564037	67.86
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80068483	214.58
CUSTOM SPRAY SERVICE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068663	7,725.47
DARRICK O PEACOCK	PERMITS/OTHER FEES CHECK NO. - 00564046	369.00
TESTAMERICA LABORATORIES INC DBA EUROFIN TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80068548	135.00
TOTAL FOR 4330 - STORMWATER		8,736.11

4490 - SOLID WASTE DISPOSAL

CHRISTOPHER AVERYT	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80068596	29.40
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068609	394.82
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068461	111,485.26
SPOKANE REGIONAL CLEAN AIR AGENCY	JUDGEMENTS/DAMAGES CHECK NO. - 00564234	1,350.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068640	757.99
WM WINKLER CO	MACHINERY/EQUIPMENT ACH PMT NO. - 80068466	5,437.00
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		119,454.47

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 13

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80068658	104.89
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80068607	175.86
HOTSY OF SPOKANE LLC	OPERATING SUPPLIES	

	ACH PMT NO. - 80068507	1,434.75
ROB'S DEMOLITION INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068585	10,224.30
SPOKANE CITY TREASURER	OTHER MISC CHARGES	
	CHECK NO. - 00564048	736.34
		-----
TOTAL FOR 4500 - SOLID WASTE COLLECTION		12,676.14
4530 - SOLID WASTE LANDFILLS		
-----		
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80068640	128.63
		-----
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		128.63
4700 - DEVELOPMENT SVCS CENTER		
-----		
ACCENT STOVE & SPA INC	PERMIT REFUNDS PAYABLE	
ATTN MIRANDA	CHECK NO. - 00564040	27.00
ACCOUNTING IMPREST FUND	PARKING/TOLLS (LOCAL)	
	CHECK NO. - 00564034	8.45
ELECTRIC CITY, INC	PERMIT REFUNDS PAYABLE	
PO BOX 11707	CHECK NO. - 00564042	15.00
		-----
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		50.45
5100 - FLEET SERVICES FUND		
-----		
ADAMS TRACTOR CO INC	EQUIPMENT REPAIRS/MAINTENANCE	
	CHECK NO. - 00564253	505.01
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY	
	CHECK NO. - 00564210	338.02
AMERIGAS PROPANE LP	MOTOR FUEL-OUTSIDE VENDOR	
DBA NORTHERN ENERGY	ACH PMT NO. - 80068471	222.80
APPLIED CONCEPTS INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80068656	6,978.31
HONORABLE MAYOR		09/09/19
AND COUNCIL MEMBERS		PAGE 14
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80068658	31.59
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068568	564.41

BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068681	6,513.05
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068659	1,670.69
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068570	391.84
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068572	903.01
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068661	70,693.12
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80068480	3,450.91
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068662	408.25
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068575	2,824.55
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00564038	182.51
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068687	5,261.48
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068687	2,902.48
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068490	1,893.77
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068491	528.42
FLEET SERVICES IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00564211	2.00
FLEET SERVICES IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00564211	185.25
FLEETCOR TECHNOLOGIES INC DBA FUELMAN	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068494	59,701.31
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068500	1,139.48
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068500	1,618.04

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HIAB USA INC

EQUIPMENT REPAIRS/MAINTENANCE

	ACH PMT NO. - 80068577	490.05
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00564039	1,496.63
INDUSTRIAL BOLT & SUPPLY INC/ IBS INC	MINOR EQUIPMENT ACH PMT NO. - 80068508	312.13
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00564254	3,681.30
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068510	554.67
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068665	1,469.30
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068665	1,819.62
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068571	160.28
LITHIA OF SPOKANE INC LITHIA CHRYSLER DODGE JEEP RAM	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00564044	395.73
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068504	154.66
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068579	913.82
MIDWEST MOTOR SUPPLY CO KIMBALL MIDWEST	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068519	481.61
MODERN MACHINERY CO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068669	2,135.58
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068580	1,044.49
MOTION INDUSTRIES INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068522	749.61
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80068523	22.17
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068581	1,305.55
NORCO INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80068583	8.10
NORTH DIVISION MUFFLER CLINIC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00564255	242.85
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068670	1,083.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NOVUS AUTO GLASS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068526	312.55
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068528	50.28
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00564045	102.00
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068584	27,548.72
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068530	1,326.92
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068531	7,853.20
PAPE MACHINERY INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80068531	8,717.45
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068531	2,076.74
SETCOM CORP	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068675	1,424.52
SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068688	1,486.22
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00564047	620.80
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068677	891.90
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068677	5,627.65
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068541	200.88
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068682	828.84
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068684	1,759.32
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068685	22,852.10
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	126.78
WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068592	845.66
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068551	946.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068555	440.00
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068594	2,385.03
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068557	15,611.78
TOTAL FOR 5100 - FLEET SERVICES FUND		291,467.22
5200 - PUBLIC WORKS AND UTILITIES		
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068550	188.74
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80068643	27,429.04
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		27,617.78
5300 - IT FUND		
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068472	1.52
CDW GOVERNMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80068476	4,990.57
CENTURYLINK	TELEPHONE CHECK NO. - 00564217	4,863.50
MICHAEL A SLOON	REGISTRATION/SCHOOLING ACH PMT NO. - 80068689	425.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068674	555.00
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80068628	8,040.52
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068640	1,273.62
TOTAL FOR 5300 - IT FUND		20,149.73
5310 - IT CAPITAL REPLACEMENT FUND		
DELL MARKETING LP	COMPUTERS	

%DELL USA LP	ACH PMT NO. - 80068486	2,406.53
INTELLECTYX INC	CAPITALIZED SOFTWARE	
	ACH PMT NO. - 80068462	12,307.74

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND	-----	14,714.27
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5400 - REPROGRAPHICS FUND

ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80068599	36.11
ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80068472	28.34
CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00564031	927.80
MARK ANDY INC	OPERATING SUPPLIES	
DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80068516	435.60
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80068553	1,098.45
TOTAL FOR 5400 - REPROGRAPHICS FUND	-----	2,526.30

5600 - ACCOUNTING SERVICES

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80068486	2,795.63
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80068640	36.25
VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80068640	40.01
TOTAL FOR 5600 - ACCOUNTING SERVICES	-----	2,871.89

5700 - MY SPOKANE

SPOKANE INT'L TRANSLATION/DIV	INTERPRETER COSTS	
OF PERCIBA INC	ACH PMT NO. - 80068542	90.00
TOTAL FOR 5700 - MY SPOKANE	-----	90.00

5800 - RISK MANAGEMENT FUND

ALTERNATIVE SERVICE CONCEPTS LLC/ASC	INSURANCE ADMINISTRATION ACH PMT NO. - 80068653	25,961.26
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80068638	57,811.71
TOTAL FOR 5800 - RISK MANAGEMENT FUND		83,772.97

HONORABLE MAYOR AND COUNCIL MEMBERS	09/09/19 PAGE 19
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5810 - WORKERS' COMPENSATION FUND

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068640	154.09
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		154.09

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80068673	500.00
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		500.00

5830 - EMPLOYEES BENEFITS FUND

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068652	5,220.00
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068481	986.09
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80068616	103,494.07
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80068515	34,890.44
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80068624	496,236.63
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80068642	25,690.10
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		666,517.33

5900 - ASSET MANAGEMENT FUND OPS

AMERICAN SPRINKLER REPAIR AND LANDSCAPE LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068654	98.01
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ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80068472	262.24
FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES	
VIKING LOGIC INC	ACH PMT NO. - 80068613	142.47
SPECIALTY ROOFING LLC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068678	3,464.33
		-----
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		3,967.05

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5901 - ASSET MANAGEMENT FUND CAPITAL

TALISMAN CONSTRUCTION	BUILDING IMPROVEMENTS	
	ACH PMT NO. - 80068683	84,476.93
		-----
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		84,476.93

5902 - PROPERTY ACQUISITION POLICE

COLUMBIA FORD INC	VEHICLES	
	ACH PMT NO. - 80068574	38,978.47
		-----
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		38,978.47

6200 - FIREFIGHTERS' PENSION FUND

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80068652	1,665.00
AVALON HEALTH & REHABILITATION AT NORTHPOINTE	SERVICE REIMBURSEMENT	
	CHECK NO. - 00564214	13,950.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00564218	1,665.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00564218	2,771.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT	
	CHECK NO. - 00564219	499.00
INTERIM HEALTHCARE OF SPOKANE	SERVICE REIMBURSEMENT	
	CHECK NO. - 00564222	3,450.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION	
	ACH PMT NO. - 80068515	5,864.69
ORCHARD CREST RETIREMENT LLC	SERVICE REIMBURSEMENT	
	CHECK NO. - 00564232	3,725.00

ORCHARD CREST RETIREMENT LLC	SERVICE REIMBURSEMENT CHECK NO. - 00564232	601.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80068624	68,543.80
RICHARD J SNYDER	SERVICE REIMBURSEMENT ACH PMT NO. - 80068650	8.29
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00564233	7,150.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00564233	4,500.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WELLTOWER PEGASUS TENANT LLC DBA BROOKDALE NORTH SPOKANE	SERVICE REIMBURSEMENT CHECK NO. - 00564215	5,950.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		120,342.78

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80068652	1,665.00
FRED UTTKE	SERVICE REIMBURSEMENT CHECK NO. - 00564237	135.28
GUY HAWKS	SERVICE REIMBURSEMENT CHECK NO. - 00564220	33.23
HOME CARE ASSISTANCE OF WASHINGTON LLC	SERVICE REIMBURSEMENT CHECK NO. - 00564221	1,952.00
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00564228	44.50
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80068515	4,614.35
MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT ACH PMT NO. - 80068611	1,860.00
MORAN VISTA SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00564229	4,675.00
MORAN VISTA SENIOR LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00564229	175.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80068624	34,708.71

SUNSHINE HEALTH FACILITIES INC	SERVICE REIMBURSEMENT	
dba SUNSHINE GARDENS	ACH PMT NO. - 80068634	9,900.00
TERRY MOREHOUSE	SERVICE REIMBURSEMENT	
	CHECK NO. - 00564230	22.10
WATERFORD ON SOUTH HILL SPE	SERVICE REIMBURSEMENT	
DBA TOUCHMARK ON SOUTH HILL	CHECK NO. - 00564236	4,267.50
WATERFORD ON SOUTH HILL SPE	SERVICE REIMBURSEMENT	
DBA TOUCHMARK ON SOUTH HILL	CHECK NO. - 00564236	465.00
		-----
TOTAL FOR 6300 - POLICE PENSION		64,517.67

6730 - PARKING & BUSINESS IMPROV DIST

EAST SPOKANE BUSINESS	OTHER MISC CHARGES	
ASSOCIATION	ACH PMT NO. - 80068608	14,958.59

HONORABLE MAYOR  
AND COUNCIL MEMBERS

09/09/19  
PAGE 22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	-----	14,958.59
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TOTAL CLAIMS	-----	5,491,131.00
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REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 36

APPROVAL FUND SUMMARY

DATE: 09/09/19  
TIME: 14:04  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	143,319.19
1100	STREET FUND	25,221.54
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	80,463.65
1400	PARKS AND RECREATION FUND	196.68
1500	PATHS AND TRAILS RESERVE FUND	1,805.54
1590	HOTEL/MOTEL TAX FUND	489,295.10
1630	COMBINED COMMUNICATIONS CENTER	194.12
1640	COMMUNICATIONS BLDG M&O FUND	504.53
1910	CRIMINAL JUSTICE ASSISTANCE FD	382,944.44
1970	FIRE/EMS FUND	28,907.53
1990	TRANSPORTATION BENEFIT FUND	747,317.23
2350	SPECIAL ASSESSMENT GUARANTY FD	294.03
3200	ARTERIAL STREET FUND	569,066.47
4100	WATER DIVISION	493,933.17
4250	INTEGRATED CAPITAL MANAGEMENT	908,481.17
4300	SEWER FUND	49,253.85
4480	SOLID WASTE FUND	12,676.14
4490	SOLID WASTE DISPOSAL	119,454.47
4530	SOLID WASTE LANDFILLS	128.63
4700	DEVELOPMENT SVCS CENTER	50.45
5100	FLEET SERVICES FUND	291,467.22
5200	PUBLIC WORKS AND UTILITIES	27,617.78
5300	IT FUND	20,149.73
5310	IT CAPITAL REPLACEMENT FUND	14,714.27
5400	REPROGRAPHICS FUND	2,526.30
5600	ACCOUNTING SERVICES	2,871.89
5700	MY SPOKANE	90.00
5800	RISK MANAGEMENT FUND	83,772.97
5810	WORKERS' COMPENSATION FUND	154.09
5820	UNEMPLOYMENT COMPENSATION FUND	500.00
5830	EMPLOYEES BENEFITS FUND	666,517.33
5900	ASSET MANAGEMENT FUND OPS	3,967.05
5901	ASSET MANAGEMENT FUND CAPITAL	84,476.93
5902	PROPERTY ACQUISITION POLICE	38,978.47
6070	FIREFIGHTERS' PENSION FUND	120,342.78
6080	POLICE PENSION FUND	64,517.67
6730	PARKING & BUSINESS IMPROV DIST	14,958.59
TOTAL:		5,491,131.00

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

09/16/2019

Date Rec'd

9/11/2019

Clerk's File #

CPR 2019-0003

Renews #Cross Ref #Project #Bid #Requisition #Submitting Dept

ACCOUNTING

Contact Name/Phone

MICHELLE HUGHES 6320

Contact E-Mail

MHUGHES@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: September 7, 2019. Payroll check #554696 through check #554852 \$7,394,959.36

Summary (Background)

N/A

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 7,394,959.36

# N/A

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil 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**

**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING SEPTEMBER 7, 2019**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	8,076.16
0230	CIVIL SERVICE	29,797.60
0260	CITY CLERK	14,918.41
0320	COUNCIL	35,920.56
0330	PUBLIC AFFAIRS / COMMUNICATIONS	23,500.46
0370	ENGINEERING SERVICES	180,393.14
0410	FINANCE	12,585.93
0430	GRANTS MNGMT & FINANCIAL ASSIST	10,944.80
0450	CD/HS DIVISION	5,352.00
0470	HISTORIC PRESERVATION	5,982.90
0500	LEGAL	121,634.04
0520	MAYOR	28,259.87
0550	NEIGHBORHOOD SERVICES	9,259.23
05601	MUNICIPAL COURT	124,067.37
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,202.42
0620	HUMAN RESOURCES	30,686.89
0650	PLANNING SERVICES	42,558.85
0680	POLICE	1,655,816.78
0690	PROBATION SERVICES	34,484.84
0700	PUBLIC DEFENDERS	81,388.05
0750	ECONOMIC DEVELOPMENT	3,287.20
0860	TREASURER	19,517.61
	TOTAL GENERAL FUND	2,484,635.11

FUND	FUND NAME	TOTAL
1100	STREET	245,607.88
1200	CODE ENFORCEMENT	46,038.86
1300	LIBRARY	201,729.34
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	373,748.65
1460	PARKING METER	37,972.21
1510	LAW ENFORCEMENT INFO SYSTEM FUND	3,956.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	29,910.44
1630	COMBINED COMMUNICATIONS CENTER	19,047.17
1680	CD/HS	54,831.36
1970	EMS FUND	1,526,735.46
4100	WATER	444,850.57
4250	INTEGRATED CAPITAL FUND	50,749.93
4300	SEWER	519,404.25
4480	REFUSE	296,831.76
4490	SOLID WASTE	280,974.83
4530	LANDFILLS	3,095.20
4600	GOLF	56,681.88
4700	GENERAL SERVICES FUND	138,728.88
5100	FLEET SERVICE	85,791.73
5200	PUBLIC WORKS & UTILITY FUND	62,089.07
5300	MIS	160,906.67
5400	REPROGRAPHICS	8,675.20
5500	PURCHASING	16,656.40
5600	ACCOUNTING SERVICES	101,664.84
5700	MY SPOKANE	28,064.06
5750	PROJECT MANAGEMENT OFFICE	19,734.40
5810	WORKER'S COMPENSATION	16,055.92
5830	SELF-FUNDED MEDICAL/DENTAL	11,243.28
5900	ASSET MANAGEMENT	25,418.38
6060	CITY RETIREMENT	10,700.00
6750	REGIONAL PLAN	32,429.63
TOTAL		7,394,959.36

**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

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PIES 8/26

Finance

BUSTOS, KIM

Distribution ListLegal

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

Select \$

Budget Account

#

Select \$

#

Distribution List


## **ORDINANCE NO. C-35811**

An ordinance relating to transportation impact fees; amending sections 17D.075.020, 17D.075.040, 17D.075.070, 17D.075.100, 17D.075.110, 17D.075.140, 17D.075.180, 17D.075.190, 17D.075.200, and 17D.075.210 of the Spokane Municipal Code.

**WHEREAS**, the City Council 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 that time, 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; and

**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; and

**WHEREAS**, the West Plains (minus the land area that is under the control of the Spokane Airport Board) is a geographic area 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**, the City's 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 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 section 17D.075.020 of the Spokane Municipal Code is amended to read as follows:

### **Section 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 (7<sup>th</sup> 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 section 17D.075.040 of the Spokane Municipal Code is amended to read as follows:

**Section 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 1<sup>st</sup>.

~~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 5-year rolling 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 section 17D.075.060 of the Spokane Municipal Code is amended to read as follows:

**Section 17D.075.060 Exemptions (~~[[RESERVED]]~~)**

- A. The City Council finds that ~~development of (i) manufacturing and production facilities industrial and/or manufacturing development~~ (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, (iii) 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 have hasmay, in the appropriate circumstances, have broad public purposes and therefore shall may be exempted from the payment of impact fees within the process provided by this section.

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 ~~shall review applications for exemption under subsection A of this Section 17D.075.060 and shall advise the applicant in writing of the granting or denial of the application~~ is authorized ~~shall make a threshold determination to determine whether the particular development activity described in the request for an exemption falls within the exemption identified in this Section~~ parameters of SMC 17D.075.060(A) and ~~whether funds are available. If so, in addition, the Director shall provide a recommendation to notify the City Council concerning the request for an exemption, which Council may when such applications are granted or deny in an open public meeting. 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.

~~C-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 section 17D.075.070 of the Spokane Municipal Code is amended to read as follows:

#### **Section 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))~~ such as development with the City's center and corridor zones and housing at a density of at least fifteen (15) units per acre ~~((is))~~ are likely to generate fewer p.m. peak hour

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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 which features both ((incorporating)) an “active” first floor (e.g. office, retail) and a residential component shall qualify for a partial credit of ten percent (10%) of the impact fees otherwise payable as a result of the development activity, which shall be doubled if at least twenty percent (20%) of the residential portion of the mixed-use development is affordable housing for low-income households or individuals, as these terms are defined in SMC 08.15.020(A) and (G).
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. The cumulative credits granted in subsections (B)(1) through (B)(3) above for center and corridor development, mixed use development incorporating active first floors, and development of complete streets, shall not exceed twenty percent of the impact fees otherwise payable as a result of the development activity.))~~
- ~~((5))~~ 6. The director shall be authorized to determine whether a particular development activity falls within a credit identified in this Section B, in any other

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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 section 17D.075.100 of the Spokane Municipal Code is amended to read as follows:

**Section 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 section 17D.075.110 of the Spokane Municipal Code is amended to read as follows:

**Section 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 section 17D.075.140 of the Spokane Municipal Code is amended to read as follows:

**Section 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))~~ as described 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 section 17D.075.180 of the Spokane Municipal Code is amended as follows:

**Section 17D.075.180 Appendix A – Impact Fee Schedule**

**Section 9.** That section 17D.075.190 of the Spokane Municipal Code is amended as follows:

**Section 17D.075.190 Appendix B – Service Area Map**

**Section 10.** That section 17D.075.200 of the Spokane Municipal Code is amended as follows:

**Section 17D.075.200 Appendix C – Trip Rates, Pass-By Trips, and Trip Length Adjustment Factors**

**Section 11.** That section 17D.075.210 of the Spokane Municipal Code is amended as follows:

**Section 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

## **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 area 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 (7<sup>th</sup> 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 1<sup>st</sup>, 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)(~~35~~) 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

<b>Division &amp; Department:</b>	Integrated Capital Management
<b>Subject:</b>	Transportation Impact Fees
<b>Date:</b>	8/26/2019
<b>Contact (email &amp; phone):</b>	Inga Note, <a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a> , 625-6331
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Comprehensive Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure, Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of update to transportation impact fee code and project list
<p><b>Background/History:</b> 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.</p> <p>The Plan Commission approved the proposed changes at their meeting on 8/14/19.</p>	
<p><b>Executive Summary:</b></p> <p><u>West Plains District</u> – 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.</p> <p><u>Credits in SMC 17D.075.070</u> – 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.</p> <p><u>Land Use Tables</u> – 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.</p> <p><u>Inflation Adjustment</u> – 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.</p>	

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.

$$\text{Base Fee per District (\$)} = \frac{\text{District Project Costs}}{20 \text{ year PM peak trip growth}} * \text{Developer \%}$$

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**



## Downtown District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Residential</b>			
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
<b>Commercial - Services</b>			
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
<b>Commercial - Institutional</b>			
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
<b>Commercial - Administrative Office</b>			
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

**BASE RATE PER PM TRIP****\$85**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Commercial - Retail</b>			
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
<b>Industrial</b>			
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
<b>Commercial - Restaurant</b>			
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)



## Northwest District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Residential</b>			
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
<b>Commercial - Services</b>			
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
<b>Commercial - Institutional</b>			
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
<b>Commercial - Administrative Office</b>			
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

**BASE RATE PER PM TRIP****\$699**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Commercial - Retail</b>			
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
<b>Industrial</b>			
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
<b>Commercial - Restaurant</b>			
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

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High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

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)



## South District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Residential</b>			
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
<b>Commercial - Services</b>			
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
<b>Commercial - Institutional</b>			
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
<b>Commercial - Administrative Office</b>			
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

**BASE RATE PER PM TRIP****\$992**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Commercial - Retail</b>			
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
<b>Industrial</b>			
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
<b>Commercial - Restaurant</b>			
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:**

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

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 &gt; 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 &lt; 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)



## Northeast District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Residential</b>			
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
<b>Commercial - Services</b>			
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
<b>Commercial - Institutional</b>			
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
<b>Commercial - Administrative Office</b>			
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

**BASE RATE PER PM TRIP****\$584**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Commercial - Retail</b>			
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
<b>Industrial</b>			
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
<b>Commercial - Restaurant</b>			
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)

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)



## West Plains District Transportation Impact Fee Schedule

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Residential</b>			
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
<b>Commercial - Services</b>			
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
<b>Commercial - Institutional</b>			
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
<b>Commercial - Administrative Office</b>			
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

**BASE RATE PER PM TRIP****\$1,076**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
<b>COST PER TRIP</b>			
<b>Commercial - Retail</b>			
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
<b>Industrial</b>			
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
<b>Commercial - Restaurant</b>			
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:**

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 &gt; 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 &lt; 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)

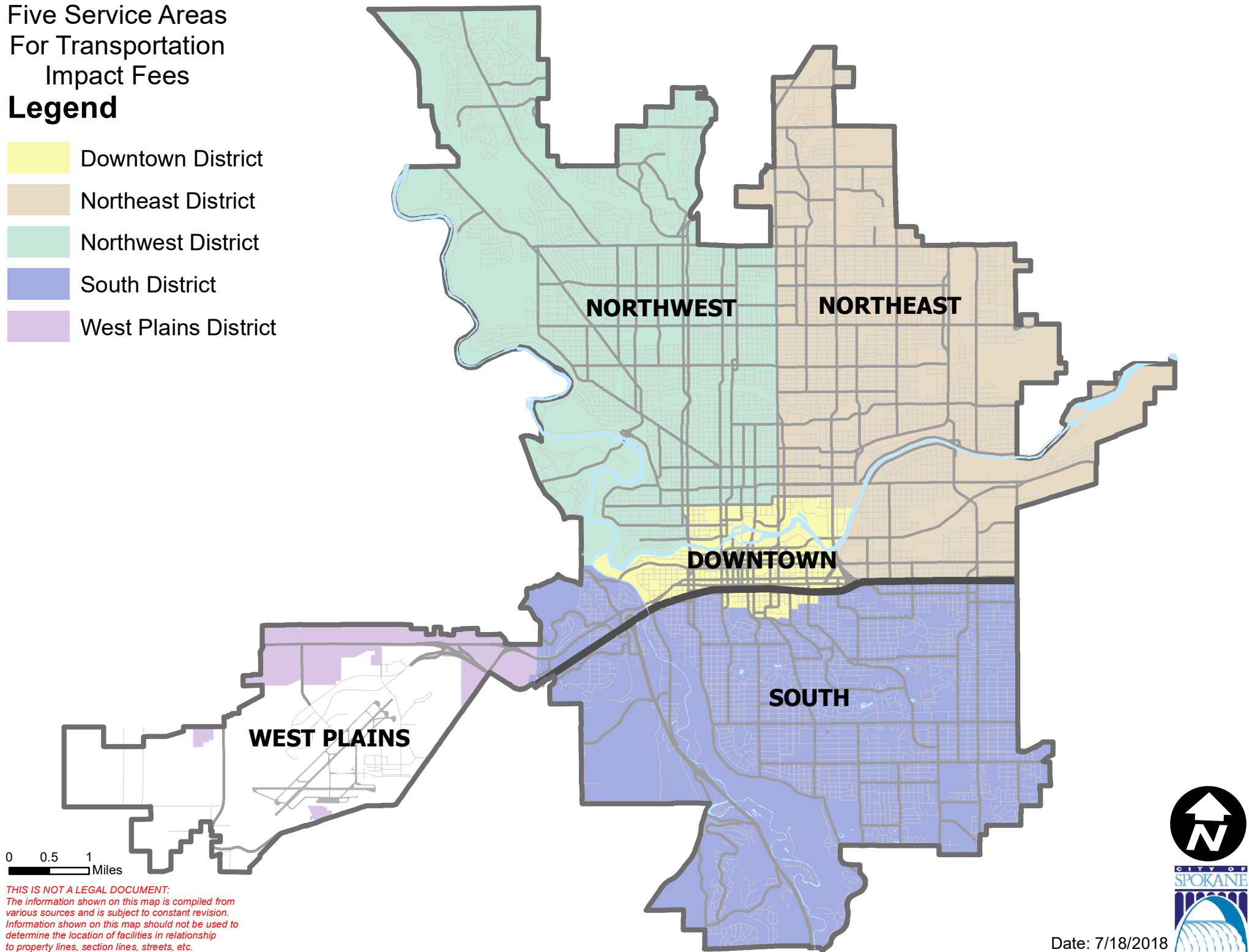
**Section 17D.075.210**

**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.

Date: 7/18/2018



**Section 17D.075.210**

**Appendix C**

**Formulas, 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**

				Trip
		ITE Avg.		Length Adj.
Land Use Category	Land Use	Trip Rate	Pass-by Rate	Factor*
Residential	Code	Unit		
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 Community	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**

$$\text{Base Fee} = (\text{Project Costs}) / (\text{Trip Ends}) * \text{Developer \%}$$

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**

$$\text{Rate} = [(\text{Base Fee} * \text{ITE Trip Rate}) - (\text{Base Fee} * \text{ITE Trip Rate} * \text{Pass-by \%})] * \text{Trip Length Factor}$$

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**

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			



RECEIVED

SEP 12 2019

CITY CLERK'S OFFICE

## Mayor David A. Condon

September 12, 2019

Spokane City Council  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Dear City Council President Stuckart and Council Members,

I am writing to inform you that I am vetoing Ordinance C35789 relating to the practice of loaning City employees and property to other government agencies. While the purpose and intent of the Ordinance states that the City encourages intergovernmental cooperation, the reality is that the Ordinance effectively stifles all ability to loan our employees' expertise and equipment to the advancement of our City in a meaningful way and is prohibited under the City Charter Article IV, Section 22.

Our Joint Administration-Council Strategic Plan, which was developed in collaboration, is the guide we should be following. In order to be One Spokane, we decided where to focus our time and make our investments – urban experience, safe and healthy communities, innovative infrastructure, and sustainable resources. These goals were put in place because we recognized that when we work together, Spokane is safer, smarter, and healthier. Ordinance C35789 strays from our strategic plan, and in this case, actively works against our stated goal to work collaboratively with regional partners, specifically in areas of criminal justice reform, economic development in our PDAs, and recreationally in our river trail systems.

Regional collaboration with the strong partners we have is essential to continuing our vitality. Prohibiting the loaning of City employees and equipment to other entities unless a myriad of rules are followed sends the message to our partners that their local government at best is uncooperative, and at worst completely off limits. On the contrary, we should embrace collaboration, letting our talented employees easily work with regional agencies to drive innovation and growth. And once again, the Ordinance ignores City Charter Section 22, which explicitly states that "neither the council president, the city council, nor any member thereof shall give orders to any subordinate of the City under the jurisdiction of the mayor, either publicly or privately."

While I appreciate the Council's effort to codify the practice of loaning employees to other agencies, the extensive barriers put in place are not reasonable. We need to work together to build Spokane as the City of Choice.

Sincerely,

A handwritten signature in blue ink that reads "David A. Condon".

David A. Condon  
Mayor

***The City of Choice***

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335  
Phone: 509.625.6250 FAX: 509.625.6563



## ORDINANCE APPROVAL/VETO TRANSMITTAL FORM

DATE: September 3, 2019

TO: Mayor David A. Condon

FROM: Laura Price, City Clerk's Office

RE: August 26, 2019 CITY COUNCIL MEETING ORDINANCE C35789

RECEIVED

SEP 12 2019

CITY CLERK'S OFFICE

The following Ordinance, passed unanimously by City Council, is attached for your approval/veto.

**ORD C35789:** Relating to regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

City Charter Section 16 gives you the following options for approving/vetoing this ordinance:

- Sign the ordinance approved as passed by City Council and return to the City Clerk's Office.
- Veto the ordinance and return to the City Clerk's Office. A written and signed statement of the reasons for the veto must accompany the vetoed ordinance.
- Sign and partially veto the ordinance (only applicable to appropriations ordinances) and return it to the City Clerk's Office. A written and signed statement of the reasons for the partial veto must accompany the partially vetoed ordinance.

If this ordinance is not returned to the City Clerk's Office by 5:00 p.m., September 13, 2019, with a Mayoral approval or veto, the ordinance shall be deemed enacted without Mayoral signature.



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

August 26, 2019

City Clerk File No.:  
ORD C35789

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35789 REGULATING THE PRACTICE OF LOANING CITY EMPLOYEES AND PROPERTY TO OTHER GOVERNMENT AGENCIES (deferred from August 12, 2019, Agenda)

During the Spokane City Council's regularly scheduled 3:30 p.m. Administrative Session held Monday, August 26, 2019, upon review of changes to the August 26 Current Agenda, the following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Fagan, **to substitute** Final Reading Ordinance C35789; **carried unanimously.**

At its 6:00 p.m. Legislative Session held August 26, the City Council considered Final Reading Ordinance C35789 (as substituted). Council Member Mumm provided an overview of the ordinance. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed Final Reading Ordinance C35789 (as substituted)** regulating the practice of loaning city employees to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

August 12, 2019


City Clerk File No.:  
ORD C35789

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35789 REGULATING THE PRACTICE OF  
LOANING CITY EMPLOYEES AND PROPERTY TO OTHER GOVERNMENT  
AGENCIES

During the Spokane City Council's regularly scheduled 3:30 p.m. Administrative Session held Monday, August 12, 2019, Council Member Mumm provided an update relating to Final Reading Ordinance C35789. Council Member Mumm noted that for professional accounting reasons, asset management reasons, and financial transparency reasons, she feels strongly that the City needs to go forward with this ordinance; however, she noted she is willing to ask for a deferral for two weeks (to August 26, 2019) to continue to have communication with Administration on the ordinance. The following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Fagan,  
**to defer** Final Reading Ordinance C35789 for two weeks (to August 26,  
2019); **carried unanimously (Council Member Beggs absent).**

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

9/12/19 44 15  
July 15, 2019

City Clerk File No.:  
ORD C35789

COUNCIL ACTION MEMORANDUM

RE: ORDINANCE C35789 CREATING REGULATIONS FOR THE LOAN OF CITY OF SPOKANE EMPLOYEES AND CITY-OWNED PROPERTY TO OTHER GOVERNMENT AGENCIES

During its 3:30 p.m. Administrative Session held Monday, July 15, 2019, upon review of the July 15 Current Agenda and following commentary by Council Member Mumm, the Spokane City Council took the following action:

**Motion** by Council Member Mumm, seconded by Council Member Fagan, **to defer** Ordinance C35789—regulating the practice of loaning city employees and property to other government agencies, enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code—to August 12, 2019; **carried unanimously.**

Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

July 1, 2019

City Clerk File No.:  
ORD C35789

COUNCIL ACTION MEMORANDUM

RE: ORDINANCE C35789 CREATING REGULATIONS FOR THE LOAN OF CITY OF SPOKANE EMPLOYEES AND CITY-OWNED PROPERTY TO OTHER GOVERNMENT AGENCIES

During its 3:30 p.m. Administrative Session held Monday, July 1, 2019, upon reviewing changes to the July 1 Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Beggs, seconded by Council Member Fagan, **to defer** Final Reading Ordinance C35789 for two weeks (to July 15, 2019, Agenda); **carried unanimously (Council Member Mumm absent).**

Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
06/24/2019

<b>Date Rec'd</b>	6/12/2019
<b>Clerk's File #</b>	ORD C35789
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CANDACE MUMM 625-	<b>Project #</b>	
<b>Contact E-Mail</b>	CMUMM@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 - ORDINANCE REGULATING LOANS OF CITY EMPLOYEES AND PROPERTY		

**Agenda Wording**

An ordinance creating regulations for the loan of City of Spokane employees and City-owned property to other government agencies.

**Summary (Background)**

Currently, there are no guidelines or limits on the loan of City employees or property to other government agencies, and no codified oversight of those loans. This ordinance sets reasonable guidelines and limits on the loan of City employees and City property, in the exercise of the Council's fiduciary duties.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>	<b>Council Notifications</b>
<b>Dept Head</b>	<b>Study Session</b>
MCDANIEL, ADAM	
<b>Division Director</b>	<b>Other</b>
	Finance Committee, 6/17/2019
<b>Finance</b>	<b>Distribution List</b>
BUSTOS, KIM	
<b>Legal</b>	
PICCOLO, MIKE	
<b>For the Mayor</b>	
ORMSBY, MICHAEL	

<b>Additional Approvals</b>	<b>PASSED BY</b>
<b>Purchasing</b>	<b>SPOKANE CITY COUNCIL:</b>
	8/26/2019
	<i>[Signature]</i>
	CITY CLERK

FIRST READING OF THE ABOVE  
ORDINANCE HELD ON

6/24/2019

AND FURTHER ACTION WAS DEFERRED

*[Signature]*  
CITY CLERK

## **ORDINANCE NO. C-35789**

An ordinance regulating the practice of loaning city employees and property to other entities; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new chapter 03.13 of the Spokane Municipal Code to read as follows:

### **Chapter 03.13      Loaned Employees** **Section 03.13.010 Purpose and Intent**

- A. This chapter is intended to provide guidance for any loan of employees of the City of Spokane to other agencies, for any purpose.
- B. The City of Spokane encourages intergovernmental cooperation, information sharing, and collaborative projects. Except as otherwise provided in this chapter, nothing in this chapter limits City employees' ability to communicate with their peers from other public agencies, participate in meetings with other public agencies on projects or programs of interest to the City, work on projects or programs jointly-sponsored with other public agencies, participate in law enforcement task forces that involve other public agencies, or perform work in the exercise of professional courtesy or incidental service to other public agencies.

### **Section 03.13.020 Definitions**

- A. "Borrowing entity" means any entity, whether a public agency, nonprofit corporation, or for-profit corporation, that receives the direct benefit of services of an employee loaned to it by the City of Spokane.
- B. "Loaned employee" means a regular City of Spokane employee who is assigned to perform specific work for the direct benefit of an entity other than the City of Spokane for twenty-five percent (25%) or more of their regular weekly working hours.
- C. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.

### **Section 03.13.030 Authority for Loan of City Employees**

- A. The City of Spokane has the authority to loan City employees to another entity as part of its responsibilities to provide governmental services either in its own right or as part of a joint undertaking.

- B. As part of the City Council's duty and authority to adopt the annual budget for the City of Spokane, the City Council approves the use of City funds for personnel salaries and benefits under Section 26 of the City Charter and RCW 35.32A.050. The annual City budget authorizes City expenditures for employees to provide services to the City of Spokane, and not to other entities, except as provided in this chapter.

**Section 03.13.040 Written Agreement Required for Loan of Employee; Mandatory Terms**

- A. With the exception of law enforcement task forces, any loan of a City employee must be accompanied and governed by a written agreement, which must be approved by the City Council prior to the start of any work to be performed by a loaned City employee.
- B. Agreements providing for the loan of City employees shall specify, at a minimum, the following terms of the employee loan:
1. The duration of the loan, which shall not exceed one 180-day period, unless otherwise extended;
  2. The activities the loaned employee will conduct for the direct benefit of the borrowing entity and the approximate number of hours each week which those activities shall require;
  3. the name of the person who will supervise work the loaned employee will undertake for the direct benefit of the borrowing entity;
  4. that the borrowing entity shall, each month during the duration of the employee loan, pay to the City an hourly fee based on the number of hours actually worked by the loaned employee for the direct benefit of the borrowing entity, reflecting the total cost of the loaned employee's regular compensation;
  5. That the borrowing entity shall keep and maintain a daily time report showing the hours worked by the loaned employee for the direct benefit of the borrowing entity
  6. That neither the City of Spokane, nor the loaned employee, shall have any obligation to pay for or provide any training, travel, use of a city vehicle, or any equipment the loaned employee requires in order to carry out the duties required for the direct benefit of the borrowing entity under the agreement, which costs shall be the sole responsibility of the borrowing entity;
  7. The agreement shall specify that during the term of the employee loan, the employee remains a regular employee of the City of Spokane for all purposes other than the specific work to be done for the direct benefit of the borrowing entity including, without limitation, collective bargaining, worker's compensation, vacation and leave accrual, and employee benefits; and

8. standard dispute resolution provisions and all other provisions required by federal, state, or local law.

- C. The City Council may, by resolution, waive any of the provisions of SMC 03.13.040(B)(1)-(6).

### **Section 03.13.050 Emergencies**

The Police and Fire Departments may, in response to emergency situations including, without limitation, statewide mobilizations, loan City employees under the following conditions:

- A. Notification, within a reasonable period of time, to the City Council of the existence of the emergency condition and the intent to loan City employees in response to the emergency is required;
- B. Emergency loans shall extend for no longer than fifteen (15) calendar days; and
- C. If the emergency need for the loan of City employees persists for longer than fifteen (15) calendar days, City Council approval is required for the extended loan period.

**Section 2.** That there is enacted a new chapter 12.12 of the Spokane Municipal Code to read as follows:

## **Chapter 12.12      Loan of City Property and Equipment**

### **Section 12.12.010 Purpose and Intent**

This chapter is intended to provide guidance for any loan of City property or equipment to another entity, for any purpose.

### **Section 12.12.020 Definitions**

- A. "Borrowing entity" means any entity, whether a public agency, nonprofit corporation, or for-profit corporation, that receives the direct benefit or use of property or equipment loaned to it by the City of Spokane.
- B. "Loaned equipment" or "loaned property" personal property of the City of Spokane which is loaned to a borrowing entity while remaining the property of the City of Spokane. "Loaned equipment" or "loaned property" shall not apply to property or equipment purchased for use by jointly sponsored units or property or equipment which has a value less than \$5,000.
- C. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.

### **Section 12.12.030 Authority for Loan of City Property or Equipment**

The City of Spokane has the authority to loan City property or equipment to another entity as part of its responsibilities to provide governmental services, either on its own or as part of a joint undertaking.

### **Section 12.12.040 Written Agreement Required; Mandatory Terms**

- A. Any loan of City property or equipment must be by written agreement, which must be approved by the City Council prior to the start of any loan of City property or equipment.
- B. Agreements providing for the loan of City property or equipment shall specify, at a minimum, the following:
  - 1. The intended or anticipated duration of the loan, which, with the exception of written leases of City-owned real property, shall not exceed 180 calendar days, unless otherwise extended;
  - 2. The purpose(s) of the loan of City property or equipment;
  - 3. The name of the person responsible for the borrowing entity's care and maintenance of the loaned City property or equipment;
  - 4. That the borrowing entity shall pay to the City, at regular intervals throughout the loan period, a reasonable rental or lease rate, based upon fair market value, throughout the duration of the lease of the City property or equipment;
  - 5. That the borrowing entity shall, during the loan period, have the sole responsibility to repair any damages to the loaned property or equipment caused by the borrowing entity, reasonable wear and tear excepted;
  - 6. That during the loan period, the property or equipment remains the property of the City of Spokane, and the property shall be returned to the City in good and serviceable condition at the end of the loan period; and
  - 7. standard dispute resolution provisions and any other provisions required by federal, state, or local law.
- C. The City Council may, by resolution, waive any of the provisions of SMC 03.13.040(B)(1)-(6).


### **Section 12.12.050 Emergencies**

The Police and Fire Departments may, in response to emergency situations including without limitation statewide mobilizations, loan City property or equipment under the following conditions:

- A. Notification, within a reasonable period of time, to the City Council of the existence of the emergency condition and the intent to loan City property or equipment in response to the emergency is required;

- B. Emergency loans of City property or equipment shall extend for no longer than fifteen (15) calendar days; and
- C. If the emergency need for the loan of City property or equipment persists for longer than fifteen (15) calendar days, City Council approval is required for the extended loan period.

**PASSED** by the City Council on August 26 2019.

  
\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Assistant City Attorney

Vetoed 9.12.19  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## **ORDINANCE NO. C35789**

An ordinance regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new chapter 03.13 of the Spokane Municipal Code is amended to read as follows:

### **Chapter 03.13      Loaned Employees** **Section 03.13.010 Purpose and Intent**

- A. This chapter is intended to provide guidance for any loan of employees of the City of Spokane to other agencies, for any purpose.

### **Section 03.13.020 Definitions**

- A. "Loaned employee" means a regular City of Spokane employee who is assigned to perform specific work for a public agency other than the City of Spokane, while remaining an employee of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives the services of a loaned employee from the City of Spokane.

### **Section 03.13.030 Authority for Loan of City Employees**

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City employees to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."
- C. As part of the City Council's duty and authority to adopt the annual budget for the City of Spokane, the City Council approves the use of City funds for personnel salaries and benefits under Section 26 of the City Charter. The annual City budget dedicates funds for employees to provide services to the City of Spokane, and not to other government agencies, except as provided in this chapter.

### **Section 03.13.040 Required Terms for Loan of City Employees**

- A. Any loan of City employees must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed by a loaned City employee.
- B. City employees may only be loaned to other government agencies under the following conditions:
  - 1. City loans of employees shall be for a maximum duration of 180 calendar days which may not be extended;
  - 2. The employee loan agreement shall specify the activities which the loaned employee will conduct, the percentage of the employee's regular work week that loaned work will require;
  - 3. Both the lending and receiving agencies shall designate a supervisor by name to supervise the loaned employee as in the normal course, such as approving time sheets, approving any time off requests, and the like, the decision of the City supervisor to prevail in the event of any conflict between the two supervisors;
  - 4. The receiving agency shall reimburse the City for the percentage of the loaned employee's total compensation, including salary and benefits, equal to the percentage of the employee's regular work week that the employee will be performing work for the receiving agency and on the loaned employee's regular pay schedule;
  - 5. Neither the City of Spokane, nor the loaned employee, shall have any obligation to pay for or provide any training, travel, use of a city vehicle, or any equipment the loaned employee requires in order to carry out the job duties required for the loaned work, and those costs shall be the sole responsibility of the receiving agency; and
  - 6. The agreement shall specify that during the term of the employee loan, the employee remains a regular employee of the City of Spokane for all purposes other than those specifically contemplated by the employee loan agreement, including, without limitation, collective bargaining, worker's compensation, vacation and leave accrual, and employee benefits.

**Section 2.** That there is enacted a new chapter 12.12 of the Spokane Municipal Code to read as follows:

#### **Chapter 12.12      Loan of City Property and Equipment**

##### **Section 12.12.010 Purpose and Intent**

This chapter is intended to provide guidance for any loan of City property or equipment to other agencies, for any purpose.

## **Section 12.12.020 Definitions**

- A. "Loaned equipment" or "loaned property" personal property of the City of Spokane which is loaned to another public agency while remaining the property of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives property or equipment on loan from the City of Spokane.

## **Section 12.12.030 Authority for Loan of City Property or Equipment**

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City property or equipment to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

## **Section 12.12.040 Required Terms for Loan of City Property or Equipment**

- A. Any loan of City property or equipment must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed under the interlocal agreement.
- B. City property or equipment may only be loaned to other public agencies under the following conditions:
  - 1. With the exception of leases of City-owned real property, no loan of City property or equipment may exceed 180 calendar days which may not be extended;
  - 2. The loan agreement shall specify the purpose of the loan of City property or equipment;
  - 3. Both the lending and receiving agencies, through their respective department heads, shall designate by name a person responsible for the care and maintenance of the loaned City property or equipment;
  - 4. The receiving agency shall pay to the City, at regular intervals throughout the loan period, a reasonable rental amount for the use of the City property or equipment;
  - 5. The receiving agency shall, during the loan period, have the sole responsibility to repair any damages to the loaned property or equipment caused by the receiving agency, reasonable wear and tear excepted; and
  - 6. The agreement shall specify that during the loan period, the property or equipment remains the property of the City of Spokane, and the property

shall be returned to the City in good and serviceable condition at the end of the loan period.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

08/26/2019

<u>Date Rec'd</u>	8/13/2019
<u>Clerk's File #</u>	ORD C35807
<u>Renews #</u>	

<u>Submitting Dept</u>	HISTORIC PRESERVATION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MEGAN 625-6543	<u>Project #</u>	
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	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.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	Urban Experience
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	

Additional Approvals

<u>Purchasing</u>		

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	NBS, Historic Preservation
<b>Subject:</b>	Historic Preservation Ordinance Update/Housekeeping
<b>Date:</b>	7/29/19
<b>Author (email &amp; phone):</b>	Megan Duvall, <a href="mailto:mduvall@spokanecity.org">mduvall@spokanecity.org</a> 625-6543
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	NBS Division
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Spokane Municipal Code 17D.100
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Would like to have the update done as soon as possible.
<b>Outcome:</b> (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.
- ((4))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:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
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:

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- 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.

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  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.
- ((4))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:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date