

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Twelfth** Updated Proclamation **20-28.12**, dated **November 10, 2020**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through **December 7, 2020**.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **November 30, 2020**. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **966 942 097** for the 3:30 p.m. Briefing Session or **146 507 4833** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, November 16, 2020, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

**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 the first open forum more often than once per calendar 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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to 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, NOVEMBER 30, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for November 23, 2020:

User Name: **COS Guest**

Password: **Xz2hZ0fP**

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 during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|--|---------|-------------------------------|
| 1. | Purchase from Triangle Pump & Equipment, Inc. (Ridgefield, WA) of vertical turbine replacement pumps and motors for the Parkwater Well Station for the Water Department—\$541,448.48 (incl. tax). | Approve | OPR 2020-0854
BID 5337-020 |
| 2. | Value Blanket Renewal #1 of 2 with NorthStar Chemical (Tacoma WA) for the purchase of Sodium Hydroxide 50% Membrane (caustic soda) for the Waste to Energy Facility from February 1, 2021 through January 31, 2022—not to exceed \$66,000 (excl. tax). | Approve | OPR 2018-0038
RFB 4418-17 |
| 3. | Value Blanket with WEMCO, Inc. (Spokane, WA) for the as-needed purchase of mechanical OEM parts for the refuse crane system at the Waste to Energy Facility from December 1, 2020 through November 30, 2021—not to exceed \$100,000 (incl. tax). | Approve | OPR 2020-0855
RFQ 5337-020 |
| 4. | Value Blanket Renewal with Action Materials (Cheney, WA) for debris recycling and purchase of recycled materials to be used by the Street, Water, and | Approve | OPR 2016-0688
BID 4264-16 |

Wastewater Maintenance departments on an as-needed basis— \$300,000 (incl. tax).

- | | | | |
|-----|---|----------------|---|
| 5. | Value Blanket Order with Norco (Spokane, WA) for miscellaneous compressed gasses for the various City departments for a five-year period—annual estimated expenditure \$75,000 (incl. tax). | Approve | OPR 2020-0858
IFB 5252-20 |
| 6. | Value Blanket Renewal with Spokane House of Hose, Inc (Spokane, WA) for a Keep Fill system for Hydraulic Hoses and Fittings—estimated expenditure of \$120,000 (incl. tax). | Approve | OPR 2020-0859 |
| 7. | Contracts with CompuNet, Inc. (Grangeville, ID) for: | Approve
All | |
| | a. the purchase of Cisco and F5 network hardware, implementation, and one-year maintenance and support—\$88,107.78 (incl. tax). | | OPR 2020-0860 |
| | b. providing Cisco network hardware, one-year maintenance and support and three years licensing, utilizing WA State Contract #01114, NASPO# AR233(14-19)—\$507,550.48 (incl. tax). | | OPR 2020-0861 |
| 8. | Contract Renewal with Rogue Heart Media, Inc. (Spokane, WA) for Water Stewardship and Stormwater Media Services—not to exceed \$100,000 (incl. tax). | Approve | OPR 2019-0238
BID 4100-354-
2019 |
| 9. | Local Area A&E Professional Services Consultant Agreements for 2021-2022 Non-Federal Aid Projects with: | Approve
All | |
| | a. OAC Services, Inc (Spokane, WA) for Construction Management Services—not to exceed \$400,000. (Various Neighborhoods) | | OPR 2020-0862
ENG 2021059 |
| | b. Parametrix, Inc. (Spokane, WA) for Construction Management Services—not to exceed \$800,000. (Various Neighborhoods) | | OPR 2020-0863
ENG 2021059 |
| 10. | Contract with Parametrix, Inc. (Spokane, WA) to provide Sewer Lift Station Assessment—\$640,000. | Approve | OPR 2020-0864
ENG 2020062
RFQ 5288-20 |
| 11. | Consulting Contract with Jacobs Engineering Group (Spokane, WA) to perform a risk assessment study of the City's Wastewater and Stormwater Systems—\$73,458 (excl. tax if applicable). | Approve | OPR 2020-0865
ENG 2017090 |

- | | | |
|---|------------------------------------|------------------------------|
| 12. Contract with Northeast Public Development Authority to distribute remaining uncommitted portion of Community Investment Plan funds—100,000. | Approve | OPR 2020-0596 |
| 13. Contract with American Recycling Corporation (Spokane Valley, WA) for the sale of the Waste to Energy Facility metals ash and scrap metals from the tipping floor from January 1, 2021 through December 31, 2021—approximately \$70,000 Revenue. | Approve | OPR 2019-1093
RFP 5176-19 |
| 14. Contract with Foust Fabrication Co. (Colville, WA) for as-needed, offsite grapple repairs for the Waste to Energy Facility from December 1, 2020 through November 30, 2021—not to exceed \$85,000 annually (excl. tax). | Approve | OPR 2020-0866
ITB 5342-20 |
| 15. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 20, 2020, total \$17,422,987.57, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$16,474,434.18. | Approve &
Authorize
Payments | CPR 2020-0002 |
| 16. City Council Meeting Minutes: November 16 and November 19, 2020. | Approve
All | CPR 2020-0013 |

By action of the City Council on November 23, 2020, the following items (RES 2020-0087 and Final Reading ORD C35977) were moved from the 6:00 p.m. Legislative Session to the 3:30 p.m. Briefing Session:

- | | | |
|---|--------------------------------|---------------|
| 17. Resolution 2020-0087 setting hearing before the City Council for January 4, 2021 for the vacation of the alley bounded by Riverside, Sprague, Madelia, and Helena, as requested by Kalastar Holdings, Inc. (Council Sponsor: Council President Beggs) | Pass Upon
Roll Call
Vote | RES 2020-0087 |
| 18. Final Reading Ordinance C35937 for the vacation of various right-of-ways south of East North Foothills Drive and west of Perry Street and more particularly described in the ordinance (as requested by the Spokane School District to accommodate the NE Middle School). (First Reading held September 21, 2020) | Pass Upon
Roll Call
Vote | ORD C35937 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35988 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the

City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Undesignated Reserves, \$132,000;

TO: Allocations - Operating Transfer to Intermodal, same amount.

and

Intermodal Fund

FROM: Transfer from General Fund, \$132,000;

TO: Alarm/Security Services, same amount.

(This action provides additional dollars from the General Fund in the amount of \$132,000 to the Intermodal Building Repairs and Maintenance budget line, providing operating revenue of \$132,000 for the remainder of 2020.) (Council Sponsor: Council Member Mumm)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0086 Amending the City of Spokane's legislative agenda for the 2021 state legislative session. (Council Sponsor: Council President Beggs)

The following item (RES 2020-0087) will be considered at the 3:30 p.m. Briefing Session:

~~**RES 2020-0087** Setting hearing before the City Council for January 4, 2021 for the vacation of the alley bounded by Riverside, Sprague, Madelia, and Helena, as requested by Kalastar Holdings, Inc. (Council Sponsor: Council President Beggs)~~

ORD C35962 Relating to the rates of Wastewater and Sewer public utilities and services, amending SMC Sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to Chapter 13.03 of the Spokane Municipal Code; repealing sections SMC 13.03.1014, and 13.03.1016, and setting an effective date. (Council Sponsor: Council President Beggs) (Deferred from November 9, 2020, Agenda)

ORD C35963 Relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section 13.03.1011 to SMC 13.03 and new sections 13.04.20051 and 13.04.20061 to SMC 13.04 of the Spokane Municipal

Code; and setting an effective date. (Council Sponsor: Council President Beggs) (Deferred from November 9, 2020, Agenda)

The following item (ORD C35924) has been deferred to the January 25, 2021, Agenda:

~~ORD C35924 Granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA. (Council Sponsor: Council Member Cathcart) (Deferred from November 2, 2020, Agenda)~~

The following item (ORD C35937) will be considered at the 3:30 p.m. Briefing Session:

~~ORD C35937 Vacation of various right-of-ways south of East North Foothills Drive and west of Perry Street and more particularly described in the ordinance (as requested by the Spokane School District to accommodate the NE Middle School). (First Reading held September 21, 2020)~~

ORD C35981 Expanding the number of authorized golf cart zones in Spokane; amending sections 16A.63.010, 16A.63.020, and 16A.63.030 of the Spokane Municipal Code. (Council Sponsor: Council Member Stratton)

ORD C35982 Imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and for housing-related supportive services; and enacting a new chapter 07.08C of the Spokane Municipal Code. (Council Sponsor: Council Members Wilkerson, Stratton and Burke)

ORD C35983 (To be considered under Hearings Item H2.a.)

ORD C35984 (To be considered under Hearings Item H2.b.)

ORD C35985 (To be considered under Hearings Item H2.c.)

ORD C35986 (To be considered under Hearings Item H2.d.)

Request motion to substitute previously filed version with updated revised version of the Ordinance (ORD C35987):

ORD C35987 Relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations. (Council Sponsor: Council Member Kinnear)

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35989 Relating to the fire code; amending SMC sections 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.090, 17F.080.110, 17F.080.270, 17F.080.320, 17F.080.370, 17F.080.380, 17F.080.390 17F.080.410,

17F.080.455 and 17F.080.480. (Council Sponsor: Council Member Kinneer)

The following items (ORD C35990 and ORD C35991) were added to the Agenda by suspension of Council Rules at the November 23, 2020, Council Meeting:

- ORD C35990** Approving and confirming the 2021 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 4.31C SMC.
- ORD C35991** Approving and confirming the 2021 Assessments and Assessment Roll for the Downtown Parking and Business Improvement Area, prepared under Ordinance C35377 as codified and amended in Chapter 4.31C SMC.

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

The following item (FIN 2020-0001) was continued to the December 7, 2020, Agenda at the November 23, 2020, City Council Meeting:

- | | | | |
|-----|---|--|---------------|
| H1. | Continuation of Public Hearing on 2021 Proposed Budget. (Continued from November 23, 2020, Agenda.) | Hold Hearing then Continue to 12/7/20 | FIN 2020-0001 |
| H2. | Hearings on Ordinances relating to revisions to the City's Design Standards and Street Development Standards (ORD C35983 thru ORD C35986): | Pass all
Upon Roll
Call Vote | |
| | a. Final Reading Ordinance C35983 relating to Design Standards; amending SMC sections 17A.020.010, 17A.020.020, 17A.020.030, 17A.020.130, 17A.020.160, 17A.020.190 and 17A.020.200 of the Spokane Municipal Code. (Council Sponsor: Council Member Beggs) | | ORD C35983 |

- b. Final Reading Ordinance C35984 relating to Street Development Standards for the Unified Development Code; amending sections 17C.200.050, 12.01.010, and 12.02.0202 of the Spokane Municipal Code. (Council Sponsor: Council Member Beggs) **ORD C35984**
- c. Final Reading Ordinance C35985 relating to Design Standards, amending SMC sections 17H.010.030, 17H.010.050, 17H.010.060, 17H.010.070, 17H.010.120, 17H.010.140, 17H.010.160, 17H.010.180, 17H.010.190, 17H.010.200, 17H.010.210, 17H.010.220, 17H.010.230, 17H.010.240, 17H.010.250 and 17H.010.260 of the Spokane Municipal Code. (Council Sponsor: Council Member Beggs) **ORD C35985**
- d. Final Reading Ordinance C35986 Revising the Design Standards Chapter 3 – Streets, Alleys, and Bikeways for the City of Spokane (and rescinding the Clear Zone Policy No. 0370-0804 included in Appendix F of the Design Standards). (Council Sponsor: Council Member Beggs) **ORD C35986**

OPEN FORUM (CONTINUED) – WILL NOT BE HELD

ADJOURNMENT

The November 30, 2020, Regular Legislative Session of the City Council is adjourned to December 7, 2020.

NOTES



Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	11/5/2020
Clerk's File #	OPR 2020-0854
Renews #	
Cross Ref #	
Project #	
Bid #	5337-20
Requisition #	RE 19644

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	JIM SAKAMOTO 625-7854
Contact E-Mail	JSAKAMOTO@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 PARKWATER WELL STATION REPLACEMENT PUMPS & MOTORS

Agenda Wording

Purchase of vertical turbine replacement pumps and motors for the Parkwater Well Station from Triangle Pump & Equipment, Inc. (Ridgefield, WA) for \$541,448.48 including tax.

Summary (Background)

Invitation for Bids #5337-20 was issued on October 7, 2020. Four (4) bid responses were received by the closing deadline on October 26, 2020. Triangle Pump & Equipment, Inc. is recommended for award as the lowest responsive bid.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Budget Account

Expense	\$ 541,448.48	# 4100-42490-94340-56401-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	BURNS, STEVE	<u>Study Session\Other</u>	PIES 11/23/2020
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	PRESIDENT BEGGS
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	sjohnson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

Briefing Paper


Finance & Administration Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Parkwater Well Station: Purchase of Vertical Turbine Replacement Pumps & Motors
Date:	11/16/2020
Author (email & phone):	Jim Sakamoto, jsakamoto@spokanecity.org , x7854
City Council Sponsor:	President Breean Beggs
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this purchase has been reserved in the Water department capital budget.
Strategic Initiative:	Sustainable Resources, Innovative Infrastructure
Deadline:	Product has a lead time of 190 business days
Outcome: (deliverables, delivery duties, milestones to meet)	This purchase supports continued proper function of the Parkwater Well Station.
<u>Background/History:</u> Invitation for Bids #5337-20 was issued October 7, 2020. Four bid responses were received by the closing deadline on October 26, 2020. Triangle Pump & Equipment, Inc. is recommended for award as the lowest responsive bid.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> Purchase of Replacement Pumps & Motors from Triangle Pump & Equipment, Inc. (Ridgefield, WA) Base Bid Value: \$497,488.00 Plus Applicable Sales Tax 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: --- Other budget impacts: ---	
<u>Operations Impact:</u> 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: ---	



Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 9/1/2020		Type of expenditure: Goods 
Department: <u>Water</u>		
Approving Supervisor: Steve Burns		
<hr/>		
Amount of proposed Expenditure: <u>\$564,000</u>		
Funding Source: <u>Water 6-year Capital Plan</u>		
Please verify correct funding sources. Please indicate breakdown if more than one funding source.		
Why is this expenditure necessary now?		
These two pumps and motors are under-performing, with efficiencies falling below 45% during the most recent performance tests. New efficient equipment will produce more		
What are the impacts if expenses are deferred?		
Increase risk of failure. These units are original equipment purchased in 1949, and are nearing the end of useful life. Motors barely passed electrical insulation (megger) tests. One other pump at this station, one of the most important sources of drinking water, is		
What alternatives resources have been considered?		
None - the Parkwater well station is critical to water operations. A 2019 study demonstrated that supply to the Low Pressure Zone (one of the City's largest) would be deficient by over 12,000 gpm if Parkwater were to be offline in a potential emergency.		
Description of the goods or service and any additional information.		
Two (2) vertical turbine pumps and two (2) electric motors		
<hr/>		
Person Submitting Form/Contact: Jeanne Finger		
CITY ADMINISTRATOR APPROVAL:		BUDGET APPROVAL:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



Tonya Wallace

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

11/30/2020

Date Rec'd	11/16/2020
Clerk's File #	OPR 2018-0038
Renews #	
Cross Ref #	
Project #	
Bid #	RFB 4418-17
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 VALUE BLANKET FOR THE PURCHASE OF SODIUM HYDROXIDE AT THE WTE

Agenda Wording

Value blanket renewal #1 of 2 with NorthStar Chemical of Tacoma WA, for the purchase of Sodium Hydroxide 50% Membrane (caustic soda) for the WTE from Feb. 1, 2021 through Jan. 31, 2022 for a cost not to exceed \$66,000.00 excluding tax.

Summary (Background)

Sodium Hydroxide is required for feedwater treatment at the WTE Facility. In 2018, Northstar Chemical of Tacoma, WA, was the low cost bidder to RFB 4418-17 to provide, transport and deliver approximately 140,000 pounds of this chemical annually. The initial value blanket award was for three (3) years, from February 1, 2018 through January 31, 2021, with the option of two (2) additional one-year renewals. This will be the first of those renewals. Pricing to remain unchanged for the renewal term.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 66,000.00	Budget Account	# 4490-44100-37148-53203
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head	AVERYT, CHRIS
Division Director	SIMMONS, SCOTT M.
Finance	ALBIN-MOORE, ANGELA
Legal	ODLE, MARI
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session\Other	PIES 11/23
Council Sponsor	CP Beggs

Distribution List

mdorgan@spokanecity.org
jsalstrom@spokanecity.org
tprince@spokanecity.org
rrinderle@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA
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Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value blanket renewal for the purchase of sodium hydroxide at the WTE
Date:	November 23, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket renewal for the purchase of sodium hydroxide.
Background/History: Sodium Hydroxide 50% Membrane (Caustic Soda) is required for feedwater treatment at the WTE Facility. In 2018 Northstar Chemical of Tacoma, WA, was the lowest of four received responses to RFB 4418-17 to provide, transport and deliver approximately 140,000 pounds of this chemical annually. The initial value blanket award was for three (3) years, from February 1, 2018 through January 31, 2021, with the option of two (2) additional one-year renewals with an annual cost not to exceed \$66,000.00 (\$198,000.00 total) excluding taxes. This will be the first of two renewals from February 1, 2021 through January 31, 2022 with an additional cost of \$66,000.00 excluding tax. Pricing for this renewal to remain at the originally bid amount of \$575/ton (\$0.2875/pound).	
Executive Summary: <ul style="list-style-type: none"> Value blanket renewal #1 of 2 with Northstar Chemical of Tacoma, WA, for the purchase and delivery of Sodium Hydroxide 50% Membrane (Caustic Soda) for the WTE. Annual cost not to exceed \$66,000.00 excluding tax. Term from Feb. 1, 2021 through Jan. 31, 2022. Pricing to remain at original bid amount of \$575/ton for this renewal. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/4/2020

Type of expenditure:

Goods



Services



Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$66,000.00 excl. tax

Funding Source: SWD Budget: 4490-44100-37148-53203

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Sodium Hydroxide (caustic soda) is required for the treatment of feedwater at the WTE. It balances the pH levels and prevents corrosion in the boilers.

What are the impacts if expenses are deferred?

If deferred and the boiler's feedwater is not treated, it would cause corrosion which would result in boiler tube failures. The repairs would be costly and would result in a loss of electrical generation revenues as well.

What alternative resources have been considered?

There are no known alternative resources.

Description of the goods or service and any additional information?

This is the first of two option year renewals of a value blanket with Northstar Chemical of Tacoma, WA for the purchase of sodium hydroxide for feedwater treatment at the WTE. It would span 2/1/2021-1/31/2022. This is an annual reoccurring expenditure that was planned for in the 2021 budget.

Person Submitting Form/Contact: Michelle Dorgan X6555

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

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

11/30/2020

Date Rec'd	11/16/2020
Clerk's File #	OPR 2020-0855
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5338-20
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 VALUE BLANKET FOR OEM BRIDGE CRANE REPLACEMENT PARTS

Agenda Wording

Value blanket with WEMCO, Inc. of Spokane, WA, for the as-needed purchase of mechanical OEM parts for the refuse crane system at the WTE from Dec. 1, 2020 through Nov. 30, 2021 with an annual cost not to exceed \$100,000.00 including tax.

Summary (Background)

The WTE recently replaced two bridge cranes with WEMCO brand cranes. They are under warranty for two more years but only if original OEM manufactured parts are utilized for any repairs or maintenance done. On October 15, 2020 bidding closed on RFQ 5338-20 for the as-needed purchase of these OEM parts. WEMCO Inc. was the only response received. The value blanket award would be for one year with the option of four (4) optional one-year renewals.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact**Budget Account**

Expense	\$ 100,000.00	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#

Approvals**Council Notifications**

<u>Dept Head</u>	AVERYT, CHRIS	<u>Study Session\Other</u>	PIES 11/23
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for OEM Bridge Crane Replacement Parts
Date:	November 23, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket for mechanical crane parts to ensure uninterrupted operation of the WTE Facility.
Background/History: The Waste to Energy Facility recently replaced two bridge cranes with WEMCO brand cranes. They are under warranty for two more years but only if original OEM manufactured parts are utilized for any repairs or maintenance done. On October 15, 2020 bidding closed on RFQ 5338-20 for the as-needed purchase of new, OEM, mechanical replacement parts for the refuse crane system. WEMCO Inc. (Spokane, WA) was the only response received. The value blanket award would be for one year from December 1, 2020 through November 30, 2021 with the option of four (4) additional one-year renewals and have an annual cost not to exceed \$100,000.00 including tax.	
Executive Summary: <ul style="list-style-type: none"> Value blanket for the purchase of replacement mechanical parts for the two bridge cranes currently operating at the WTE Facility. WEMCO Inc. was the only response received to RFQ 5338-20 for these parts. Term will span from Dec. 1, 2020-Nov. 30, 2021 with the option of four (4) additional one-year renewals. Total annual cost not to exceed \$100,000.00 including tax. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/29/20

Type of expenditure: Goods ☒ Services ☐

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$175,000.00

Funding Source: SWD Budget: 4490-44100-37148-53210-34002

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The Waste to Energy Facility recently replaced two bridge cranes with WEMCO brand cranes. They are under warranty for two more years but only if original OEM manufactured parts are utilized for any repairs or maintenance.

What are the impacts if expenses are deferred?

If OEM parts are not readily available and substitutions are used, an equipment failure could result in extremely costly repairs that would normally have been covered by warranty and could result in an unplanned outage.

What alternative resources have been considered?

There are no known alternative resources. Replacement parts, in the event of a failure, are needed regardless of the manufacturer.

Description of the goods or service and any additional information?

This is for a value blanket to purchase OEM crane parts, as-needed, for the two WEMCO bridge cranes utilized at the Waste to Energy Facility. This is an annual reoccurring expenditure that was planned for in the 2020 and 2021 budgets.

Person Submitting Form/Contact: Michelle Dorgan

FINANCE SIGNATURE:

Tonya Wallace

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CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

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Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	11/4/2020
Clerk's File #	OPR 2016-0688
Renews #	
Cross Ref #	
Project #	
Bid #	4264-16
Requisition #	VB 300784
Agenda Item Name	1100/4100/4310 DEBRIS RECYCLING & PURCHASE OF RECYCLED MATERIALS

Agenda Wording

Renewal of existing value blanket for debris recycling and purchase of recycled materials with Action Materials (Cheney, WA) for \$300,000.00 including tax to be used by the Street, Water, and Wastewater Maintenance departments on an as-needed basis.

Summary (Background)

Bid #4264-16 for debris recycling and purchase of recycled materials in compliance with WSDOT specifications was issued July 15, 2016. Three (3) bids were received and Action Materials was awarded the business as the lowest responsive bid. This represents the last of four (4) annual renewal options upon mutual agreement. This renewal reflects no change in cost from 2020 and will extend through 2021.

Lease? Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

Expense	\$ 300,000.00	# VARIOUS
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	GENNETT, RAYLENE
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 11/23/2020
<u>Council Sponsor</u>	PRESIDENT BEGGS

Distribution List

sjohnson@spokanecity.org

Additional Approvals

<u>Purchasing</u>	WAHL, CONNIE
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Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works, 4100 Water/4310 Wastewater Maintenance/1100 Street Departments
Subject:	Recycled Materials – Value Blanket Renewal
Date:	11/23/2020
Author (email & phone):	Mike Lowdon, mldowd@spokanecity.org , x7909
City Council Sponsor:	President Breean Beggs
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been budgeted in the Water, Wastewater Maintenance, and Street department budgets, respectively. Charges will be paid according to actual usage.
Strategic Initiative:	Sustainable Resources, Innovative Infrastructure
Deadline:	Renewal to Support Continued Operations
Outcome: (deliverables, delivery duties, milestones to meet)	This renewal supports the continued timely processing of materials generated and required by City Water, Wastewater, and Street projects in an environmentally friendly manner, while also maximizing cost savings.
<p><u>Background/History:</u> Invitation for Bids #4264-16 for recycling of dirt, rock, concrete, and asphalt debris as well as purchase of recycled dirt, rock, concrete, and asphalt in compliance with WA DOT specifications was issued July 15, 2016. Three bid responses were opened on August 8, 2016. Action Materials was awarded the business as the lowest responsive bid.</p> <p><i>This value blanket will be valid for a one-year term and represents the last of four optional annual renewals upon mutual agreement. This renewal includes no change in cost from 2020.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Renewal of Existing Value Blanket Order for Debris Recycling and Purchase of Recycled Materials with Action Materials (Cheney, WA) Estimated Annual Expenditure of \$300,000.00 Final of Four Annual Renewal Options at Mutual Agreement No Change in Rates from 2020 	
<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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: ---</p> <p>Other budget impacts: ---</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: ---</p> <p>Known challenges/barriers: ---</p>	

Product/Service	Price per Ton
<i>All Pricing FOB 9518 S. Grove Rd.</i>	
5/8 Spec Top/Course Concrete	\$ 6.00
5/8 Top Course Spec Rock	\$ 7.00
3/4 Minus Structural Fill	\$ 4.00
Bedding C Sand	\$ 3.50
Dirt/Rock/Asphalt Recycling	\$ 2.50
Concrete Recycling	\$ 10.00
Delivery Charge	\$ 7.50



Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	11/11/2020
Clerk's File #	OPR 2020-0858
Renews #	
Cross Ref #	
Project #	
Bid #	IFB #5252-20
Requisition #	VB
Agenda Item Name	5500 - CITY WIDE VALUE BLANKET ORDER FOR COMPRESSED GASSES

Agenda Wording

Approve Value Blanket Order with Norco (Spokane, WA) for miscellaneous compressed gasses for the City of Spokane for a five (5) year period. Annual estimated expenditure - \$75,000 including taxes

Summary (Background)

On October 12, 2020, bids were received to provide the City of Spokane departments with Compressed/Specialty Gasses. Two responses were received with Norco being the lowest responsive bidder. Compressed/Specialty Gasses are used through the City of Spokane departments for a variety of functions. This Value Blanket order combines those products into one Value Blanket Order and with combining the quantities, our best pricing was obtained.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 75,000.00

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals

Dept Head HUGHES, MICHELLE

Division Director WALLACE, TONYA

Finance ALBIN-MOORE, ANGELA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES COM 11/23/20

Council Sponsor CP Beggs

Distribution List

rrinderle

tprince

Additional Approvals

Purchasing PRINCE, THEA



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/16/20

Type of expenditure: Goods ☒ Services ☐

Department: Purchasing/Multi Department VB

Approving Supervisor: Sally Stopher

Amount of Proposed Expenditure: \$300,000 for a five (5) year pe

Funding Source: Departments Budgets

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Compressed/Specialty Gasses are used through the City of Spokane departments for a variety of functions. This Value Blanket order combines those products into one Value Blanket Order and with combining the quantities, our best pricing was obtained.

What are the impacts if expenses are deferred?

Those city services will not be able to be performed or they would purchase the compressed gasses individually for higher pricing.

What alternative resources have been considered?

None

Description of the goods or service and any additional information?

Multiple different compressed gasses

Person Submitting Form/Contact: Thea Prince

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Briefing Paper

PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY

Division & Department:	Finance, Purchasing
Subject:	Purchase of Compressed Gasses
Date:	11/23/2020
Author (email & phone):	Sally Stopher, sstopher@spokanecity.org , 625-6032
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	City Departments will have access to competitive pricing for miscellaneous compressed gasses

Background/History:
 On October 12, 2020, bids were received to provide the City of Spokane departments with Compressed/Specialty Gasses. Two responses were received with Norco being the lowest responsive bidder. The estimated annual expenditure is \$75,000.00 – including taxes

Executive Summary:

Impact
 Compressed/Specialty Gasses are used through the City of Spokane departments for a variety of functions. This Value Blanket order combines those products into one Value Blanket Order and with combining the quantities, our best pricing was obtained.

Action
 Approval of the Value Blanket Order with Norco for Compressed/Specialty Gasses for a five (5) year period.

Funding
 Multiple departments use this VB so there will be multiple budget codes involved.

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

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

	Item	Qty	Applied		Maxim Equipment		McGuire Bearing		Modern Machiner		Evergreen Tractor	
			Unit Price Each	Extend Price	Unit Price Each	Extend Price	Unit Price Each	Extend Price	Unit Price Each	Extend Price	Unit Price Each	Extend Price
		1	\$13,988.42	\$13,988.42	\$12,016.73	\$12,016.73	\$13,742.35	\$13,742.35	\$18,507.83	\$18,507.83	\$8,440.20	\$8,440.20
	Tail Pulley Option: "self-cleaning wing type". Estimated Qty 1 or 2. The City reserves the right to select from among the "self-cleaning" or "drum, type" options. Unit pricing is to include shall be inclusive of recommended hubs and shafts. Unit pricing is not to include tax. WTEF NEEDS TO DETERMINE ORDER QTY 1 OR 2	1	\$6,931.84	\$6,931.84	\$4,816.57	\$4,816.57	\$7,730.59	\$7,730.59	\$4,164.73	\$4,164.73	\$5,809.34	\$5,809.34
	Tail Pulley Option: "Drum type" replacement. Estimated Qty 1 or 2. The City reserves the right to select from among the "drum type" or "self-cleaning" options. Unit pricing is to include shall be inclusive of recommended hubs and shafts. Unit pricing is not to include tax. WTEF NEEDS TO DETERMINE ORDER QTY 1 OR 2	1	\$6,761.49	\$6,761.49	\$4,739.87	\$4,739.87	\$6,488.24	\$6,488.24	\$7,525.26	\$7,525.26	\$3,982.66	\$3,982.66
	Bend Pulley, Enter Unit Price per each Bend Pulley. Unit pricing is to include shall be inclusive of recommended hubs and shafts. Pricing is not to include tax	2	\$4,880.90	\$9,761.80	\$5,587.64	\$11,175.28	\$4,757.65	\$9,515.30	\$4,440.74	\$8,881.48	\$2,798.02	\$5,596.04
	Take-Up Pulley, Enter Unit Price. Unit pricing is to include shall be inclusive of recommended hubs and shafts. Pricing is not to include tax	1	\$5,552.98	\$5,552.98	\$4,009.33	\$4,009.33	\$5,437.65	\$5,437.65	\$7,345.95	\$7,345.95	\$3,876.76	\$3,876.76
	Trough Rollers, Enter Unit Pricing per each Trough Rollers. Unit pricing is not to include tax.	110	\$616.31	\$67,794.10	\$594.34	\$65,377.40	\$669.05	\$73,595.50	\$736.18	\$80,979.80	\$631.56	\$69,471.60
	Return Idler, Enter unit pricing per each Return Idler. Unit pricing is not to include tax.	20	\$291.79	\$5,835.80	\$446.79	\$8,935.80	\$316.75	\$6,335.00	\$328.96	\$6,579.20	\$274.04	\$5,480.80
	Estimated Freight Transportation Charge that would be incurred to order all items and stated quantities. Pricing is not to include tax	1	\$5,400.00	\$5,400.00	\$4,120.00	\$4,120.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
	OVERAL Estimated Extended Total		\$122,026.43		\$115,190.98		\$127,844.63		\$135,484.25		\$102,657.40	
	Awarded vendor must provide delivery, at the WTE Facility, no later than December 1, 2020. Vendor's Lead Time		45 days ARO		80 Days ARO		35 days ARO		30 days ARO		21 days ARO	
	Accepted City's T&C		Yes		Yes		Yes		Yes		Yes	



CITY OF SPOKANE - WTEF
SPOKANE, WA 99201
PHONE 509 625 6527

ITB 5252-20 COMPRESSED/SPECIALTY GASES

ITEM I	COMPRESSED GASES	ESTIMATED ANNUAL QUANTITY	Norco		Oxarc	
			UNIT PRICE PER UNIT MEASURE - CCF, CYL, LB, EA, ETC.	TOTAL	UNIT PRICE PER UNIT MEASURE - CCF, CYL, LB, EA, ETC.	TOTAL
(a)	OXYGEN – MEDICAL "C" CYLINDERS (9 CF Cylinders)	4 EA	\$5.13	\$20.52	\$2.75	\$11.00
(b)	OXYGEN – MEDICAL "D" CYLINDERS (14 CF Cylinders)	750 EA	\$5.18	\$3,885.00	\$4.23	\$3,172.50
(c)	OXYGEN – MEDICAL "E" CYLINDERS (23 CF Cylinders)	5EA	\$5.27	\$26.35	\$7.26	\$36.30
(d)	OXYGEN – INDUSTRIAL (20 CF Cylinders)	29 EA	\$5.23	\$151.67	\$6.05	\$175.45
(f)	OXYGEN – INDUSTRIAL (124 CF Cylinders)	5 EA	\$6.08	\$30.40	\$7.50	\$37.50
(g)	OXYGEN – INDUSTRIAL (154 CF Cylinders)	5 EA	\$6.33	\$31.65	\$9.32	\$46.60
(h)	OXYGEN – INDUSTRIAL (249 CF Cylinders)	38 EA	\$7.10	\$269.80	\$12.55	\$476.90
(j)	OXYGEN – INDUSTRIAL (337 CF Cylinders)	12 EA	\$7.82	\$93.84	\$16.98	\$203.76
(l)	ACETYLENE – INDUSTRIAL (8-10 CF Cylinders)	30 EA	\$6.83	\$204.90	\$5.25	\$157.50
(k)	ACETYLENE – INDUSTRIAL (65-80 CF Cylinders)	3 EA	\$20.18	\$60.54	\$27.50	\$82.50
(l)	ACETYLENE – INDUSTRIAL (111-150 CF Cylinders)	21 EA	\$34.49	\$724.29	\$47.25	\$992.25
(m)	ACETYLENE – INDUSTRIAL (301-425 CF Cylinders)	11 EA	\$92.9077	\$1,021.98	\$125.00	\$1,375.00
(n)	ARGON (83 CF Cylinders)	2 EA	\$9.15	\$18.30	\$12.65	\$25.30
(o)	ARGON (154 CF Cylinders)	4 EA	\$12.05	\$48.20	\$18.76	\$75.04
(p)	ARGON (304 CF Cylinders)	3 EA	\$20.31	\$60.93	\$34.14	\$102.42
(q)	LIQUID ARGON (5300 CF Cylinders)	20 EA	\$255.97	\$5,119.40	\$405.00	\$8,100.00
(r)	ARGON/CARBON DIOXIDE MIX (95 CF Cylinders "Q" Size)	4EA	\$9.12	\$36.48	\$14.46	\$57.84
(s)	ARGON/CARBON DIOXIDE MIX (172 CF Cylinders)	3EA	\$11.98	\$35.94	\$22.20	\$66.60
(t)	ARGON/CARBON DIOXIDE MIX (381 CF Cylinders)	53 EA	\$19.29	\$1,022.37	\$38.71	\$2,051.63
(u)	NITROGEN (304 CF – T Cylinders)	2 EA	\$7.22	\$14.44	\$15.32	\$30.64
(v)	NITROGEN (76 CF Cylinders)	17 EA	\$5.65	\$96.05	\$8.42	\$143.14
(w)	NITROGEN (20 CF – R Cylinders)	2 EA	\$5.20	\$10.40	\$4.03	\$8.06
(x)	NITROGEN 99.999 103L	1 EA	\$62.00	\$62.00	\$25.00	\$25.00
TOTAL ITEM I			\$13,045.45		\$17,452.93	

ITEM II	SPECIALTY GASES	EST ANNUAL QTY	UNIT PRICE PER UNIT MEASURE - CCF, CYL, LB, EA, ETC	TOTAL	UNIT PRICE PER UNIT MEASURE - CCF, CYL, LB, EA, ETC.	TOTAL
(a)	29L - ZERO AIR CGA C10	3 EA	\$53.00	\$159.00	\$90.00	\$270.00
(b)	34L - ZERO AIR 34L CGA C10	1 EA	\$34.00	\$34.00	\$134.00	\$134.00
(c)	34L - 50PPM AMMONIA / NITROGEN CGA C10	12 EA	\$140.00	\$1,680.00	\$230.00	\$2,760.00
(d)	58L-25PPM H2S / 100PPM CO / 2.5% Methane (50%LEL) Bal Nitrogen CGA C10	12 EA	\$148.00	\$1,776.00	\$204.00	\$2,448.00
(e)	103L - METHANE 2.5% BY VOLUME, (50% LEL) BAL AIR CGA C10	10 EA	\$72.00	\$720.00	\$160.00	\$1,600.00
(f)	58L is 25ppm H2S, 100ppm CO, Iso-pentane 0.350% (25% LEL) 18% Oxygen CGA C10	20 EA	\$148.00	\$2,960.00	\$390.00	\$7,800.00
(g)	58L - 150PPM AMMONIA / NITROGEN CGA C10	1 EA	\$175.00	\$175.00	\$318.00	\$318.00
(h)	58L - 50PPM AMMONIA BALANCE N2 CGA C10	1 EA	\$175.00	\$175.00	\$318.00	\$318.00
(i)	58L - 100PPM H2S, BALANCE N2 CGA C10	1 EA	\$105.00	\$105.00	\$168.00	\$168.00
(j)	58L-25ppm H2S, 100ppm CO, Pentane 0.350% (25% LEL) 18% Oxygen CGA C10	5 EA	\$148.00	\$740.00	\$390.00	\$1,950.00
(k)	58L-25PPMH2S / 100PPM CO / 2.5%(50% LEL) METHANE / 18% O2 / N2 CGA C10	1 EA	\$148.00	\$148.00	\$204.00	\$204.00
(l)	25PPM HYDROGEN SULFIDE; 100PPM CARBON MONOXIDE; 2.5% (50% LEL) METHANE; 17% OXYGEN, NITROGEN BALANCE - 58 L - 2 CU FT - 500PSIG CGA C10	15 EA	\$148.00	\$2,220.00	\$204.00	\$3,060.00
(m)	58L - H2S 25 PPM BAL N2 CGA C10	8 EA	\$80.00	\$640.00	\$168.00	\$1,344.00
(n)	650L - H2S 25PPM BAL N2 (30A Cylinder)	4 EA	\$315.00	\$1,260.00	\$725.00	\$2,900.00
(o)	30A - 25PPM H2S / N2 - CERTIFIED VOL:60	5 EA	\$315.00	\$1,575.00	\$725.00	\$3,625.00
(p)	ALQ - 40% CH4 / 15% CO2 / N2 Certified 80cf	1 EA	\$185.00	\$185.00	\$555.00	\$555.00
(q)	ALS - 55PPM Hydrogen Choride / N2 Certified 560FF 140CF	1 EA	\$495.00	\$495.00	\$685.00	\$685.00
(r)	ALS - 1600PPM CO /N2 EPA PROTOCOL Vol: 140	19 EA	\$170.00	\$3,230.00	\$450.00	\$8,550.00
(s)	ALS - 10% O2 / N2 EPA PROTOCOL 140CF	34 EA	\$160.00	\$5,440.00	\$450.00	\$15,300.00
(t)	ALS - 320PPM SO / N2 EPA PROTOCOL Vol: 140	13 EA	\$175.00	\$2,275.00	\$504.00	\$6,552.00
(u)	ALS - 80PPM SO2 / 255PPM NO / 160PPM CO / N2 -EPA PROTOCOL Vol: 140	18 EA	\$315.00	\$5,670.00	\$675.00	\$12,150.00
(v)	ALS - 5.2% O2 / N2 - EPA Protocol Vol: 140	2 EA	\$160.00	\$320.00	\$450.00	\$900.00
(w)	UN1954, Compressed Ga, Flam N.O.S. (50% methane/35% Carbon Dioxide/Bal Nitrogen), 2/1	1 EA	\$250.00	\$250.00	\$685.00	\$685.00
(x)	1600PPM CO BALANCE N2 PRIMARY. EPA PROTOCOL - WTEF OWNS LAB GAS CYLINDERS - 150 CUFT	12EA	\$170.00	\$2,040.00	\$450.00	\$5,400.00
(y)	10% O2/N2 PRIMARY. EPA PROTOCOL - WTEF OWNS LAB GAS CYLINDERS - 150 CUFT	12 EA	\$160.00	\$1,920.00	\$450.00	\$5,400.00
(z)	320PPM SO2 BALANCE N2. EPA PROTOCOL - WTEF OWNS LAB GAS CYLINDERS - 150 CU FT	12 EA	\$175.00	\$2,100.00	\$500.00	\$6,000.00

(aa)	80PPM S02/160PPM CO 255PPM NO BALANCE N2. EPA PROTOCOL – WTEF OWNS LAB GAS CYLINDERS – 150 CUFT	12 EA	\$315.00	\$3,780.00	\$675.00	\$8,100.00
(bb)	Calibration Gas (Flare Stn): 40% CH4; 15% C02; NITROGEN BALANCE CYLINDER SIZE S – 140 CU FT	2 EA	\$250.00	\$500.00	\$685.00	\$1,370.00
		TOTAL ITEM II	\$42,572.00		\$100,546.00	
Vendor to provide Percentage Off List for any other compressed gases/specialty gasses or associated products to include sensors not listed on "ITB 5325-20 Pricing Page", but may be realized are needed at a later point in time.			40% Off List Gases		25% off Gas, 10% Sensors	
Vendor to provide Percentage Markup Above Vendor's Cost, should Vendor not provide percentage off list, for any other compressed gasses/specialty gasses or associated products to included sensors not listed on "ITB 5325-20 Pricing Page", but may be realized are needed at a later point in time.			18% Above Vendor Cost for Sensor and Related Items		45% Above Cost	
TOTAL ITEM I			\$13,045.45		\$17,452.93	
TOTAL ITEM II			\$42,572.00		\$100,546.00	
SUB TOTAL ITEM I & ITEM II			\$55,617.45		\$117,998.93	
TAX 8.9%			\$4,949.95		\$10,501.90	
EXTENDED TOTAL			\$60,567.41		\$128,500.83	
VENDOR			Norco		Oxarc	

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

11/30/2020

Date Rec'd

11/17/2020

Clerk's File #

OPR 2020-0859

Renews #**Cross Ref #****Submitting Dept**

FLEET OPERATIONS

Contact Name/Phone

DAVID PAINE 625-6878

Project #**Contact E-Mail**

DPAINE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

VB

Agenda Item Name

5100-HYDRAULIC HOSE AND FITTINGS VB RENEWAL

Agenda Wording

Fleet Services requests the approval of a two-year value blanket (VB) renewal. Renewal is for a Keep Fill system for Hydraulic Hoses and Fittings with Spokane House of Hose, Inc. VB is for an estimated expenditure of \$120,000.00, including sales tax.

Summary (Background)

The Keep Fill system for Hydraulic Hoses and Fittings VB will supply the Fleet Department with Hydraulic Hoses and Fittings for City vehicles, as needed. We recommend approval for the VB renewal for two years, for the Fleet Department. Funding for this is included in the Fleet Department budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 120,000.00

5100-71700-48348-53211-55660

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

PAINE, DAVID

Study Session\Other

11/23/2021

Division Director

WALLACE, TONYA

Council Sponsor

Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Finance, Fleet Services
Subject:	VB Renewal-Hydraulic Hoses and Fittings
Date:	November 23, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services requests the approval of a two-year value blanket (VB) renewal. Renewal is for a Keep Fill system for Hydraulic Hoses and Fittings with Spokane House of Hose, Inc. VB is for an estimated expenditure of \$120,000.00, including sales tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Keep Fill system for Hydraulic Hoses and Fittings VB will supply the Fleet Department with Hydraulic Hoses and Fittings for City vehicles, as needed. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the VB renewal for two years, for the Fleet Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Fleet Department budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/10/20

Type of expenditure: Goods ☒ Services ☐

Department: Fleet Services

Approving Supervisor: David Paine

Amount of Proposed Expenditure:

Funding Source: \$120,000

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is a Value Blanket for Hydraulic Hoses and Fittings necessary for City Fleet.

What are the impacts if expenses are deferred?

The City relies on this contract to be able to purchase Hydraulic Hoses and Fittings for the repair of City Fleet, as needed.

What alternative resources have been considered?

This VB was competed and the request is for renewal of the VB.

Description of the goods or service and any additional information?

The Value Blanket allows Fleet services to purchase Hydraulic Hoses and Fittings for City Fleet, as needed.

Person Submitting Form/Contact: Micaela Martinez

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/30/2020

Date Rec'd

11/16/2020

Clerk's File #

OPR 2020-0860

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 COMPUNET REMOTE ACCESS UPGRADE

Cross Ref #**Project #****Bid #****Requisition #**

CR22149

Agenda Wording

Contract with CompuNet, Inc. for the purchase of Cisco and F5 network hardware, implementation and 1 year maintenance and support. Contract total is \$88,107.78 including tax and is fully covered by ITSD funds.

Summary (Background)

The existing network (hardware and infrastructure topology) that provides remote access to City users requires new equipment and a re-design of the infrastructure. The new equipment and re-design will allow transparent upgrades and capacity increases, improve network redundancy, increase network data capacity, improve network resiliency, and increase data security.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 88,107.78

5300-73400-18850-54804

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

SLOON, MICHAEL

Study Session\Other

Finance Committee

Division Director

FINCH, ERIC

Council Sponsor**Finance**

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

deason@compunet.biz

Briefing Paper

Finance Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Internet Edge Hardware Upgrade
Date:	November 16, 2020
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org , 625-6948
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Funds: 5300 73400 18850 54804
Strategic Initiative:	Sustainable Resources
Deadline:	November 30, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Upgrade and enhance Remote Access hardware

Background/History:

The existing network (hardware and infrastructure topology) that provides remote access to City users requires new equipment and a redesign of the infrastructure. The new equipment and redesign will reduce unplanned outages, allow transparent upgrades and capacity increases, improve network redundancy, increase VPN capacity, increase network data capacity, improve network resiliency, and increase data security.

This contract with CompuNet, Inc. provides Cisco network hardware, professional implementation services and one year maintenance and support.

Executive Summary:

- Cisco and F5 network hardware purchase, implementation and 1 year maintenance and support from CompuNet, Inc.
- Contract total is \$88,107.78 and is fully covered by ITSD funds. Pricing utilizes WA NASPO contract #AR233(14-19) 01114 and WA, NASPO contract #AR615(14-19) 01114.
- Hardware, support and maintenance contract term is December 31, 2020 to December 30, 2021

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT

Title: **REMOTE ACCESS HARDWARE PURCHASE,
IMPLEMENTATION AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530-23241, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected from Washington State Contract Number: NASPO Master Contract Number: AR233(14-19) 01114 & AR615(14-19) 01114.

The parties agree as follows:

1. **PERFORMANCE**. The Company shall provide the City with Cisco and F5 network hardware purchase, implementation and 1 year maintenance and support in accordance with CompuNet, Inc.'s Quote No. FRP2130, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin December 14, 2020, and run through December 13, 2021 for the hardware, software, and maintenance support, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION**. The City shall pay the Company a maximum amount not to exceed **EIGHTY EIGHT THOUSAND ONE HUNDRED SEVEN AND 78/100 DOLLARS (\$88,107.78)**, 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 and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. 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.

COMPUNET, 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 – CompuNet, Inc.'s Quote No. DE151323
Exhibit C – CompuNet, Inc.'s Quote No. DE154361

20-2023

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

Bill To:
City of Spokane

 808 W Spokane Falls Blvd
 Spokane, WA 99201-3301

Ship To:
City of Spokane

 808 W Spokane Falls Blvd
 Spokane, WA 99201-3301

Quote Information:
Quote #: DE151323

 Version: 2
 Delivery Date: 11/03/2020
 Expiration Date: 12/15/2020

Prepared by:

 Doug Eason
 (208) 286-3026
 deason@compunet.biz

Prepared for:

 Del Murphy
 (509) 625-6982
 dimurphy@spokanecity.org

Hardware

Description		List Price	Price	Qty	Ext. Price
F5-BIG-LTM-I2800	BIG-IP Appliance:Local TrafficManagerI2800 (16G, Max SSL & Comp)F5 Networks,Inc. - F5-BIG-LTM-I2800	\$27,995.00	\$19,596.50	2	\$39,193.00
F5-SVC-BIG-PRE-HW30-ED	BIG-IP Service:PremiumCAT HW30F5 Networks,Inc. - F5-SVC-BIG-PRE-HW30-EDI	\$4,759.15	\$4,568.78	2	\$9,137.56
F5-UPG-AC-I2XXX	Field Upgrade:Single250WAC PowerSupply (i2XXX)F5 Networks,Inc. - F5-UPG-AC-I2XXX	\$1,750.00	\$1,522.50	2	\$3,045.00
F5-UPG-SFP+-R	Field Upgrade:SFP+ Fiber Connector(10G-LC/850nm)ROHSF5 Networks,Inc. - F5-UPG-SFP+-R	\$1,600.00	\$1,120.00	4	\$4,480.00
F5-BIG-VE-LAB-V18	BIG-IP VirtualEdition:Lab License(LTM,DNS, AFM, ASM, AWF, APM, CGN, SSLO, Routing, SDN, CryptoOffload, Ext-HSM, Adv, Protocols, 10 Mbps, v12.1.x- v18.x)F5 Networks,Inc. - F5-BIG-VE-LAB-V18	\$95.00	\$0.00	6	\$0.00
F5-SVC-BIG-PRE-SW218	BIG-IP Service:PremiumCAT SW218F5 Networks,Inc. - F5-SVC-BIG-PRE-SW218	\$16.15	\$0.00	6	\$0.00
F5-TRG-BIG-LTM-CFG-3	BIG-IP Training:ConfiguringLTM ATC (3Day)F5 Networks,Inc. - F5-TRG-BIG-LTM-CFG-3	\$2,995.00	\$0.00	4	\$0.00
F5-TRG-BIG-OP-ADMIN	BIG-IP Training:OperationsAdmin(2Days)F5 Networks,Inc. - F5-TRG-BIG-OP-ADMIN	\$1,995.00	\$997.50	4	\$3,990.00
Subtotal:					\$59,845.56

Pro Services

Description	Price	Qty	Ext. Price
CNet Pro Services CompuNet Professional Services -InfoSec	\$200.00	30	\$6,000.00
Subtotal:			\$6,000.00

Shipping

Description	Qty
Shipping Ground Shipping To Be Determined, Billed As Actual	1

Quote Summary

Description	Amount
Hardware	\$59,845.56
Pro Services	\$6,000.00
Subtotal:	\$65,845.56
Estimated Tax:	\$5,860.26
Total:	\$71,705.82

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Spokane

Signature: _____

Name: _____

Date: _____

Bill To:**City of Spokane**808 W Spokane Falls Blvd
Spokane, WA 99201-3301**Ship To:****City of Spokane**808 W Spokane Falls Blvd
Spokane, WA 99201-3301**Quote Information:****Quote #: MF154361**Version: 1
Delivery Date: 11/03/2020
Expiration Date: 12/15/2020**Prepared by:**Mark Friedman
509-795-8276
mfriedman@compunet.biz**Prepared for:**Del Murphy
(509) 625-6982
dimurphy@spokanecity.org**Cisco**

Description		List Price	Price	Qty	Ext. Price
FPR2130-ASA-K9	Cisco Firepower 2130 ASA Appliance, 1U, 1 x NetMod Bay	\$30,099.98	\$13,093.49	1	\$13,093.49
CON-SNT-FPR2130K	SNTC-8X5XNBD Cisco Firepower 2130 ASA Appliance, 1U,	\$2,400.00	\$1,968.00	1	\$1,968.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	\$0.00	1	\$0.00
SF-F2KASA9.10.1-K9	Cisco ASA 9.10.1 Software for Firepower 2100 appliances	\$0.00	\$0.00	1	\$0.00
FPR2K-SSD200	Firepower 2000 Series SSD for FPR-2130/2140	\$0.00	\$0.00	1	\$0.00
FPR2K-SLIDE-RAILS	Firepower 2000 Slide Rail Kit	\$0.00	\$0.00	1	\$0.00
FPR2100-ASA	Cisco Firepower 2100 Standard ASA License	\$0.00	\$0.00	1	\$0.00
FPR2K-NM-BLANK	Firepower 2000 Series Network Module Blank Slot Cover	\$0.00	\$0.00	1	\$0.00
FPR2K-PSU-BLANK	Firepower 2000 Series Chassis Power Supply Blank Slot Cover	\$0.00	\$0.00	1	\$0.00
FPR2K-FAN	Firepower 2000 Series Fan Tray	\$0.00	\$0.00	1	\$0.00
FPR2K-PWR-AC-400	Firepower 2000 Series 400W AC Power Supply	\$0.00	\$0.00	1	\$0.00
FPR2K-SSD-BBLKD	Firepower 2000 Series SSD Slot Carrier	\$0.00	\$0.00	1	\$0.00
Subtotal:					\$15,061.49

Shipping

Description		Qty
Shipping	Ground Shipping To Be Determined, Billed As Actual	1

Quote Summary

Description	Amount
Cisco	\$15,061.49
Subtotal:	\$15,061.49
Estimated Tax:	\$1,340.47
Total:	\$16,401.96

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Spokane

Signature: _____

Name: _____

Date: _____



COMPINC-06

SLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2020

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).

PRODUCER License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705	CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000 FAX (A/C, No): (866) 898-4905 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Charter Oak Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674 25615
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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:	X		630-2F572289	11/9/2020	11/9/2021	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			BA0L66165A	11/9/2020	11/9/2021	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3K100505	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB7J954544	11/9/2020	11/9/2021	<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

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

The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Innovation and Technology Services Division 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
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

- 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

- 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

- 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

- 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

- 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

Washington State Department of Revenue

[Services](#)[Business Lookup](#)

COMPUNET, INC.

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0002

Location: Active

Location address: 15320 E MARIETTA AVE STE 6
SPOKANE VALLEY WA 99216-1870

Mailing address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Olympia General Business - Non-Resident	27170			Active	Mar-31-2021	Mar-20-2014
Spokane General Business - Non-Resident				Active	Mar-31-2021	Nov-13-2013
Spokane Valley General Business				Active	Mar-31-2021	Jul-05-2013

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

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

SCHOO, DAWN

SCHOO, NOLAN

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/15/2020 2:56:46 PM

Working together to fund Washington's future

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

11/30/2020

Date Rec'd

11/16/2020

Clerk's File #

OPR 2020-0861

Renews #**Submitting Dept**

INNOVATION & TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Cross Ref #**Project #****Bid #****Requisition #**

CR22148

Agenda Item Name

5300 COMPUNET CORE UPGRADE

Agenda Wording

CompuNet to provide Cisco network hardware, One (1) year maintenance and support and Three (3) years licensing. Contract total is \$507,550.48 w/ tax and is fully covered by ITSD funds. Pricing utilizes WA State Contract# 01114, NASPO# AR233(14-19).

Summary (Background)

The existing core network (hardware and infrastructure topology) that provides access between several facilities including City Hall, the Combined Communications building (CCB), the new City datacenter, the Public Safety building (PSB), the Waste Water Reclamation facility, Police Property, Waste to Energy, Street Operations and Water currently has limited redundancy, and a core network hardware or fiber infrastructure failure will be highly impactful to City services for multiple facilities.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 507,550.48

5310-73100-94000-56409

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

SLOON, MICHAEL

Study Session\Other

Finance Committee

Division Director

FINCH, ERIC

Council Sponsor**Finance**

HUGHES, MICHELLE

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Contract Accounting - aduffey@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

deason@compunet.biz

Briefing Paper

Finance Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Core Hardware Upgrade
Date:	November 16, 2020
Author (email & phone):	Theresa Pellham, tpellham@spokanecity.org , 625-6948
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Funds: 5310-73100-94000-56409
Strategic Initiative:	Sustainable Resources
Deadline:	November 30, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Upgrade and enhance core switching hardware and connectivity

Background/History:

The existing core network (hardware and infrastructure topology) that provides access between several facilities including City Hall, the Combined Communications building (CCB), the new City datacenter, the Public Safety building (PSB), the Waste Water Reclamation facility, Police Property, Waste to Energy, Street Operations and Water currently has limited redundancy, and a core network hardware or fiber infrastructure failure will be highly impactful to City services for multiple facilities. This project will provide increased network redundancy, replace aging equipment/hardware, increase network bandwidth, and align to improved industry design standards and best practices.

This contract with CompuNet, Inc. provides Cisco network hardware, professional implementation services, one year maintenance and support and three years licensing.

Executive Summary:

- Cisco network hardware purchase, implementation, 1 year maintenance and support and three years licensing from CompuNet, Inc.
- Contract total is \$507,550.48 and is fully covered by ITSD funds. Pricing utilizes WA NASPO contract #AR233(14-19) 01114.
- Hardware, support and maintenance contract term is December 31, 2020, to December 30, 2021.
- Licensing contract term is December 31, 2020, to December 30, 2023.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT

Title: **CISCO NETWORK HARDWARE PURCHASE,
IMPLEMENTATION AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530-23241, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected from Washington State Contract Number: 01114 – NASPO Master Contract Number: AR233(14-19).

The parties agree as follows:

1. **PERFORMANCE**. The Company shall provide the City with Cisco network hardware purchase, implementation, 1 year maintenance and support and three years licensing in accordance with CompuNet, Inc.'s Quote No. MF154552, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin December 14, 2020, and run through December 13, 2021 for the hardware, software, and maintenance support. The Licensing shall begin December 14, 2020, and run through December 13, 2023, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION**. The City shall pay the Company a maximum amount not to exceed **FIVE HUNDRED SEVEN THOUSAND FIVE HUNDRED FIFTY AND 48/100 DOLLARS (\$507,550.48)**, 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 and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. 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.

COMPUNET, 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 – CompuNet, Inc.'s Quote No. MF154552

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

EXHIBIT B

Bill To:City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3301**Ship To:**City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201-3301**Quote Information:**Quote #: MF154552
Version: 2
Delivery Date: 11/04/2020
Expiration Date: 12/15/2020**Prepared by:**Mark Friedman
509-795-8276
mfriedman@compunet.biz**Prepared for:**Phillip Jenkins
(509) 625-6956
pjenkins@spokanecity.org**Cisco 9500**

Description		List Price	Price	Qty	Ext. Price
C9500-32C-A	Catalyst 9500 32-port 100G only, Advantage	\$32,513.40	\$14,143.33	6	\$84,859.98
CON-SNT-C95AC032	12 Months SNTC-8X5XNBD Catalyst 9500 32-port 100G only, Advanta	\$2,736.00	\$2,243.52	6	\$13,461.12
C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	\$0.00	6	\$0.00
SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	\$0.00	\$0.00	6	\$0.00
C9K-PWR-1600WAC-R	Catalyst 9500 1600W Power Supply	\$0.00	\$0.00	6	\$0.00
C9K-PWR-1600WACR/2	1600W AC Config 4 Power Supply front to back cooling	\$3,010.50	\$1,309.57	6	\$7,857.42
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	12	\$0.00
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	\$0.00	\$0.00	6	\$0.00
C9K-T2-FANTRAY	Catalyst 9500 Type 5 front to back cooling Fan	\$0.00	\$0.00	30	\$0.00
C9500-DNA-32C-A	C9500 DNA Advantage, Term License	\$0.00	\$0.00	6	\$0.00
C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$12,142.35	\$5,281.92	6	\$31,691.52
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00	18	\$0.00
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	\$0.00	18	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	6	\$0.00

Subtotal: **\$137,870.04**

Cisco SFPs

Description	List Price	Price	Qty	Ext. Price
QSFP-100G-CU1M= 100GBASE-CR4 Passive Copper Cable, 1m	\$374.14	\$162.75	1	\$162.75
QSFP-100G-CU3M= 100GBASE-CR4 Passive Copper Cable, 3m	\$374.14	\$162.75	2	\$325.50
QSFP-H40G-CU3M= 40GBASE-CR4 Passive Copper Cable, 3m	\$277.88	\$120.88	4	\$483.52
QSFP-40G-LR4= QSFP 40GBASE-LR4 OTN Transceiver, LC, 10KM	\$15,749.49	\$6,851.03	10	\$68,510.30
QSFP-40G-ER4= QSFP 40GBASE-ER4 Transceiver Module, LC, 40KM	\$39,789.24	\$17,308.32	6	\$103,849.92
QSFP-40G-SR4= 40GBASE-SR4 QSFP Transceiver Module with MPO Connector	\$3,138.48	\$1,365.24	24	\$32,765.76
SFP-10G-ER= 10GBASE-ER SFP Module	\$10,476.00	\$4,557.06	10	\$45,570.60
SFP-10G-BX40D-I= SFP+ Bidirectional for 40km, downstream	\$13,599.50	\$5,915.78	2	\$11,831.56
SFP-10G-BX40U-I= SFP+ Bidirectional for 40km, upstream	\$14,495.49	\$6,305.54	2	\$12,611.08
CVR-QSFP-SFP10G= QSFP to SFP10G adapter	\$400.23	\$174.10	12	\$2,089.20
Subtotal:				\$278,200.19

Cisco Learning Credits

Description	List Price	Price	Qty	Ext. Price
TRN-CLC-000 Cisco Learning Credits (10 Pack)	\$1,000.00	\$0.00	16	\$0.00
Subtotal:				\$0.00

Pro Services

Description	Price	Qty	Ext. Price
CNet Pro Services CompuNet Professional Services -Network	\$200.00	250	\$50,000.00
Subtotal:			\$50,000.00

Shipping

Description	Qty
Shipping Ground Shipping To Be Determined, Billed As Actual	1

Quote Summary

Description	Amount
Cisco 9500	\$137,870.04
Cisco SFPs	\$278,200.19
Cisco Learning Credits	\$0.00
Pro Services	\$50,000.00
Subtotal:	\$466,070.23
Estimated Tax:	\$41,480.25
Total:	\$507,550.48

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

City of Spokane

Signature: _____

Name: _____

Date: _____

Washington State Department of Revenue

[Services](#)[Business Lookup](#)

COMPUNET, INC.

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0002

Location: Active

Location address: 15320 E MARIETTA AVE STE 6
SPOKANE VALLEY WA 99216-1870

Mailing address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Olympia General Business - Non-Resident	27170			Active	Mar-31-2021	Mar-20-2014
Spokane General Business - Non-Resident				Active	Mar-31-2021	Nov-13-2013
Spokane Valley General Business				Active	Mar-31-2021	Jul-05-2013

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

Governing people	Title
SCHOO, DAWN	
SCHOO, NOLAN	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/15/2020 2:56:46 PM

Working together to fund Washington's future



COMPINC-06

SLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2020

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).

PRODUCER License # 26480 HUB International Mountain States Limited 2600 Rose Hill Suite 101 Boise, ID 83705	CONTACT NAME: PHONE (A/C, No, Ext): (208) 433-1000 FAX (A/C, No): (866) 898-4905 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Charter Oak Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED CompuNet, Inc. 505 S Florence St. Grangeville, ID 83530	NAIC # 25674 25615

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:	X		630-2F572289	11/9/2020	11/9/2021	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			BA0L66165A	11/9/2020	11/9/2021	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3K100505	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<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		N / A	UB7J954544	11/9/2020	11/9/2021	<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

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

The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Innovation and Technology Services Division 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
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

- 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

- 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

- 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

- 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

- 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/16/2020 Type of expenditure: Goods ☒ Services ☐

Department: ITSD

Approving Supervisor: ERIC FINCH

Amount of Proposed Expenditure: \$507,550.48

Funding Source: ITSD 5310-73100-94000-56409 FUNDS

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The existing core network (hardware and infrastructure topology) that provides access between several facilities including City Hall, the Combined Communications building (CCB), the new City datacenter, the Public Safety building (PSB), the Waste Water Reclamation facility, Police Property, Waste to Energy, Street Operations and Water currently has limited redundancy, and a core network hardware or fiber infrastructure failure will be highly impactful to City services for multiple facilities.

What are the impacts if expenses are deferred?

A hardware or fiber failure will cause an extended, wide-spread outage for multiple facilities until replacement hardware is received or fiber is repaired.

What alternative resources have been considered?

A direct one-for-one replacement of the aging/failing hardware was considered but lacks the redundancy and resiliency of the full implementation. Any hardware or fiber failures will continue to cause extended, wide-spread outages for multiple facilities.

Description of the goods or service and any additional information?

Installation of Cisco hardware to replace aging/failing hardware. This project is fully funded by ITSD replacement funds.

Person Submitting Form/Contact:

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

Scott Simmons (Nov 17, 2020 08:40 PST)









Core Expenditure Control Form DRAFT

Final Audit Report

2020-11-17

Created:	2020-11-17
By:	Carlos Plascencia (cplascencia@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgBMSkTLmzRtjI23Qfjayvq36K07GtVi5

"Core Expenditure Control Form DRAFT" History

-  Document created by Carlos Plascencia (cplascencia@spokanecity.org)
2020-11-17 - 4:07:37 PM GMT- IP address: 67.185.212.70
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2020-11-17 - 4:08:28 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2020-11-17 - 4:11:45 PM GMT- IP address: 73.225.133.164
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2020-11-17 - 4:12:30 PM GMT - Time Source: server- IP address: 73.225.133.164
-  Document emailed to Scott Simmons (smsimmons@spokanecity.org) for signature
2020-11-17 - 4:12:31 PM GMT
-  Email viewed by Scott Simmons (smsimmons@spokanecity.org)
2020-11-17 - 4:39:09 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Scott Simmons (smsimmons@spokanecity.org)
Signature Date: 2020-11-17 - 4:40:02 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2020-11-17 - 4:40:02 PM GMT



Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	11/11/2020
Clerk's File #	OPR 2019-0238
Renews #	
Cross Ref #	
Project #	
Bid #	4100-354-2019
Requisition #	19697

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	KRISTEN ZIMMER 625-6573
Contact E-Mail	KZIMMER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100/4330 WATER STEWARDSHIP/STORMWATER MEDIA SERVICES

Agenda Wording

Renewal of existing contract with Rogue Heart Media, Inc. (Spokane, WA) for Water Stewardship and Stormwater Media Services not to exceed \$100,000.00 including tax.

Summary (Background)

IRFP #4100-354-2019 for media services was issued in February 2019 to more than 90 firms. Two proposals were received and the project's evaluation committee recommended award to Rogue Heart. Annual renewals were included up to a total term of five years. The first renewal added stormwater education to the existing services and this, the second renewal, will continue that incorporation for uniform design, representation, and messaging. Two renewal options remain.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Expense \$ 70,000.00

Expense \$ 30,000.00

Select \$

Select \$

Budget Account

4100-42415-34148-54201-99999

4330-43354-35148-54201-99999

#

#

Approvals

<u>Dept Head</u>	BURNS, STEVE
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 11/23/2020
<u>Council Sponsor</u>	PRESIDENT BEGGS

Additional Approvals

Distribution List

<u>Purchasing</u>	PRINCE, THEA	Megan Kennedy - megan@rogueheartmedia.com
<u>GRANTS & CONTRACT MGMT</u>	BROWN, SKYLER	sjohnson@spokanecity.org
		kzimmer@spokanecity.org
		wateraccounting@spokanecity.org
		aduffey@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Media Services Contract Renewal for Water Stewardship & Stormwater Pollution
Date:	23 November 2020
Author (email & phone):	Kristen Zimmer, kzimmer@spokanecity.org , x6573
City Council Sponsor:	President Beggs
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract is available in the Water & Hydroelectric Services and Wastewater Maintenance department budgets.
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy
Deadline:	The existing contract expired October 15, 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	Renewal of this contract will continue existing media services for the Water Stewardship program and educational services targeting Stormwater Pollution.
<p>Background/History: <i>Informal Request for Proposals #4100-354-2019 was issued in February of 2019 to more than 90 firms. Two proposals were received: the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking. In light of the new components added to the Public Education and Outreach section of the 2019-2024 Eastern Washington Phase II Municipal Stormwater Permit, the 2019 renewal incorporated stormwater education into the existing services deployed for the water conservation program to ensure consistent design, representation, and value messaging.</i></p> <p><i>Annual renewals were built into the existing contract up to a total term of five years. This represents the second such renewal at mutual consent with two renewals remaining.</i></p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> <i>Renewal of OPR 2019-0238 with Rogue Heart Media, Inc. (Spokane, WA) for media services</i> <i>Renewal not to exceed \$100,000.00 annually (including tax)</i> <i>Two optional renewals remain</i> 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: N/A</p>	
<p>Operations Impact:</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: N/A</p> <p>Known challenges/barriers:</p>	



City of Spokane
CONTRACT RENEWAL #2 of 4

**Title: Water & Stormwater
Stewardship Media Services**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Rogue Heart Media, Inc.**, whose address is 2916 North Monroe Street, Spokane, Washington 99205 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City Media Production and Management for Water Stewardship Program; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document number two (2) of four (4); and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 25, 2019, 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 October 16, 2020 and shall end October 15, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)** including 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 has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

ROGUE HEART MEDIA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Contract Renewal - Scope of Work Document

U2020-0101

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

OCTOBER - JANUARY: (\$17,000)

- Maintain Social Channels for engagement momentum through off-season
- Produce contest result announcement content
- Support in Reporting for Stormwater performance for Department of Ecology
- Define target audiences and 2021 campaign priorities and projects
 - *Residential Customers (Stormwater)*
 - *General, Homeowners, Commercial Property Owners and Landscape Professionals (Water Wise)*
- Develop campaign messages and strategy for Stormwater
- Develop campaign messages and continued strategy for SpokaneScape & Water Wise
- Establish YouTube presence and organize existing content

FEBRUARY-APRIL: (\$27,000)

- Develop further DIY resources for SpokaneScape program for Spring production
- Produce Stormwater Campaign Content (Photography, Video, Design)
- Develop commercial program messaging for water efficiency implementations
- Implement Stormwater campaign on social media channels
- Publish Radio ad content (March-August)
- Pre-Production for SpokaneScape campaign elements
- Maintain and grow Social Channel audience
- Measure and Report engagement and, where possible, effectiveness

MAY-JULY: (\$35,000) / JULY-SEPTEMBER (\$21,000)

- Produce SpokaneScape and Slow the Flow Campaign Content (Photography, Video, Radio, Design)
- Implement Campaigns on social media channels
- Publish Radio ad content (March-August)
- Maintain and grow Social Channel audience
- Measure and Report engagement and, where possible, effectiveness
- Position content toward measurable action as well as education, for example:
 - Application to SpokaneScape Rebate Program
 - Enrollment of certified professionals to SpokaneScape program
 - Submission to SpokaneScape Photo Contest
 - Participation in Water Wise Challenge
 - Participation in giveaways for water conservation swag

OCT-JAN:	\$ 17,000	Maintenance (including ad spend) + Strategy
FEB-APRIL:	\$ 27,000	CAMPAIGN: Stormwater Focus; Pre-production SpokaneScape & Water Wise
MAY-JULY:	\$ 35,000	CAMPAIGN: SpokaneScape & Water Wise Focus
JULY-SEP:	\$ 21,000	CAMPAIGN: SpokaneScape & Water Wise Focus
TOTAL:	\$ 100,000.00	

Right now we have \$15,000 allocated for ad spend, and \$85,000 for service hours.



ROGUHEA-02

PMCNAMARA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2020

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).

PRODUCER Wheat & Associates Insurance, Inc. PO Box 3548 Spokane, WA 99220	CONTACT NAME:	
	PHONE (A/C, No, Ext): (509) 922-2937	FAX (A/C, No): (509) 922-4103
INSURED Rogue Heart Media, Inc. 121 W Waverly PI Spokane, WA 99205	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Ohio Security Ins Co	24082
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		BKS57366528	5/31/2020	5/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	N / A		BKS57366528	5/31/2020	5/31/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane & Spokane Public Facilities District are included as an Additional Insured, but only if required by written contract or written agreement, as per endorsement CG8810, in respect to the operations of the named insured performed on their behalf.

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 

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: ROGUE HEART MEDIA INC.

Business name: ROGUE HEART MEDIA INC.

Entity type: Profit Corporation

UBI #: 603-396-687

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2916 N MONROE ST
SPOKANE WA 99205-3359

Mailing address: 2916 N MONROE ST
SPOKANE WA 99205-3359

Excise tax and reseller permit status:

Click here

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business				Active	Mar-31-2021	Nov-04-2014

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
KENNEDY, MEGAN	
KENNEDY, ROBERT	

The Business Lookup information is updated nightly. Search date and time:
11/3/2020 8:11:38 AM



Contact us

How are we doing?

Take our survey!





Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	11/9/2020
Clerk's File #	OPR 2020-0862
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2021059
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - OAC - CONSTRUCTION MANAGEMENT ON-CALL CONSULTING SERVICES		

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with OAC(Spokane, WA) for Construction Management Services for 2021-2022 Non-Federal Aid Project for the amount not to exceed \$400,000.00.
(Various Neighborhoods Councils)

Summary (Background)

The Agreement for Construction Management Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Task Assignments will be prepared under this agreement and scope for individual project needs. Fund shall be from the individual project.

Lease? NO	Grant related? YES	Public Works? YES
Fiscal Impact	Budget Account	
Expense \$ 400,000.00	# Various	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals	Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session\Other PIES 10/26/20
Division Director	SIMMONS, SCOTT M.	Council Sponsor Beggs
Finance	ORLOB, KIMBERLY	Distribution List
Legal	ODLE, MARI	eraea@spokanecity.org
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
Purchasing		dbuller@spokanecity.org
GRANTS &	STOPHER, SALLY	aduffey@spokanecity.org
		jjurgensen@oacsvcs.com

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	On-Call Engineering Consultants
Date:	October 26, 2020
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p>Background/History: Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • A request for qualifications is being advertised for the above name specialized services. • A review committee ranked the firms by qualifications. One or two firms will be selected for each discipline. • Engineering Services expects to bring five agreements to council over the next several weeks. • Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. The projects associated with these contracts are for all public works except Federal Highway Administration (FHWA) funded projects. (A similar briefing paper was submitted for the June PIES committee meeting for FHWA funded projects). 	
<p>Budget Impact:</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>Operations Impact:</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

CONSULTANT AGREEMENT

**Title: 2021-2022 CONSTRUCTION MANAGEMENT
ON-CALL CONSULTING SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **OAC SERVICES, INC.**, whose address is 1717 South Rustle Street, Suite 105, Spokane, Washington 99224 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **2021-2022 CONSTRUCTION MANAGEMENT ON-CALL CONSULTING SERVICES** to the City; and*

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

10. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the

donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

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

21. CONFIDENTIALITY.

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

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

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

OAC SERVICES, 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: Exhibit A – Certificate Regarding Debarment
Exhibit B – City's Request for Qualifications

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11-10-20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering Services

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$400,000

Funding Source: local and state loan/grant

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The proposed contract with OAC is an on-call contract to be used to pay for construction management on public works projects (water, sewer, sidewalk, etc.). Money paid to the consultant under this contract will generally be paid by state loan or grant funds or utility funds on a project by project basis.

What are the impacts if expenses are deferred?

Infrastructure upgrades would have to be deferred which, when projects are state funded, would potentially mean the loss of state funds.

What alternative resources have been considered?

None available.

Description of the goods or service and any additional information?

This expenditure is for hiring a consultant to provide specialized services which, in the case of construction management, the City may not have the capacity to perform with existing personnel. This capacity limitation, if it exists in the coming 2021-2022 construction seasons, will be of a limited duration. That is, as a general rule city personnel have capacity to do the City's construction management. The work to be provided by the consultant and the associated fee are negotiated and authorized on a project by project basis.

Person Submitting Form/Contact: Dan Buller dbuller@spokanecity.org

FINANCE SIGNATURE:

Tonya Wallace
Digitally signed by Tonya Wallace
Date: 2020.11.12 13:35:52
+08'00'

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons
Digitally signed by Scott Simmons
Date: 2020.11.12 14:14:02
-08'00'

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

11/30/2020

Date Rec'd

11/2/2020

Clerk's File #

OPR 2020-0863

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 - PARAMETRIX - CONSTRUCTION MANAGEMENT ON-CALL CONSULTING

Cross Ref #**Project #**

2021059

Bid #**Requisition #**

MASTER

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with Parametrix, Inc. (Spokane, WA) for Construction Management Services for 2021-2022 Non-Federal Aid Project for the amount not to exceed \$800,000.00. (Various Neighborhood Councils)

Summary (Background)

The Agreement for Construction Management Services is for a period of two years. An option for a one year extension will be granted at the City's discretion. Task Assignment will be prepared under this agreement and scope for individual project needs. Fund shall be from the individual project.

Lease? NO

Grant related? YES

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 800,000.00

Various

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

TWOHIG, KYLE

Study Session\Other

PIES 10/26/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

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Purchasing

dbuller@spokanecity.org

GRANTS &

STOPHER, SALLY

aduffey@spokanecity.org

rflint@parametrix.com

Briefing Paper PIES

Division & Department:	Engineering Services; Public Works
Subject:	On-Call Engineering Consultants
Date:	October 26, 2020
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p>Background/History: Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • A request for qualifications is being advertised for the above name specialized services. • A review committee ranked the firms by qualifications. One or two firms will be selected for each discipline. • Engineering Services expects to bring five agreements to council over the next several weeks. • Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. The projects associated with these contracts are for all public works except Federal Highway Administration (FHWA) funded projects. (A similar briefing paper was submitted for the June PIES committee meeting for FHWA funded projects). 	
<p>Budget Impact:</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>Operations Impact:</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

CONSULTANT AGREEMENT

**Title: 2021-2022 CONSTRUCTION MANAGEMENT
ON-CALL CONSULTING SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARAMETRIX**, whose address is 106 West Mission Avenue, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **2021-2022 CONSTRUCTION MANAGEMENT ON-CALL CONSULTING SERVICES** to the City; and*

WHEREAS, the Consultant was selected through a Request for Qualification issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Request for Qualification which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

10. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the

donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

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

21. CONFIDENTIALITY.

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

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

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

PARAMETRIX

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: Exhibit A – Certificate Regarding Debarment
Exhibit B – City's Request for Qualifications

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11-10-20

Type of expenditure: Goods ☐ Services ☒

Department: Engineering Services

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$800,000

Funding Source: local and state loan/grant

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The proposed contract with Parametrix is an on-call contract to be used to pay for construction management on public works projects (water, sewer, sidewalk, etc.). Money paid to the consultant under this contract will generally be paid by state loan or grant funds or utility funds on a project by project basis.

What are the impacts if expenses are deferred?

Infrastructure upgrades would have to be deferred which, when projects are state funded, would potentially mean the loss of state funds.

What alternative resources have been considered?

None available.

Description of the goods or service and any additional information?

This expenditure is for hiring a consultant to provide specialized services which, in the case of construction management, the City may not have the capacity to perform with existing personnel. This capacity limitation, if it exists in the coming 2021-2022 construction seasons, will be of a limited duration. That is, as a general rule city personnel have capacity to do the City's construction management. The work to be provided by the consultant and the associated fee are negotiated and authorized on a project by project basis.

Person Submitting Form/Contact: Dan Buller dbuller@spokanecity.org

FINANCE SIGNATURE:

Tonya Wallace
Digitally signed by Tonya Wallace
Date: 2020.11.12 15:52:25 -0800

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons
Digitally signed by Scott Simmons
Date: 2020.11.12 14:14:16 -0800

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

11/30/2020

Date Rec'd

11/4/2020

Clerk's File #

OPR 2020-0864

Renews #**Submitting Dept**

INTEGRATED CAPITAL

Cross Ref #**Contact Name/Phone**

BERYL 625-6008

Project #

2020062

Contact E-Mail

BFREDERICKSON@SPOKANECITY.OR

Bid #

RFQ 5288-20

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**

4250 - PARAMETRIX LIFT STATION ASSESSMENT

Agenda Wording

Contract with Parametrix to provide Sewer Lift Station Assessment.

Summary (Background)

The Lift Station Condition Assessment study will review current conditions and provide priority ranking of recommended projects necessary to maximize functionality and peak performance of the City's sewer systems. Field inspections and condition assessment will prioritize the recommendations based on available yearly funding, expected longevity of existing stations, and the associated risks.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 640,000.00

4250 43387 94350 56501 14471

Expense \$ 60,000.00

4250 43387 94350 56501 14471

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MILLER, KATHERINE E

Study Session\Other

PIES 11/23/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

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For the Mayor

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Additional Approvals

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Purchasing

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MMorse@parametrix.com

icmaccounting@spokanecity.org

Docusign to: roger-flint@comcast.net (signature) cc: DFroewiss@parametrix.com



City of Spokane
CONSULTANT AGREEMENT
Title: LIFT STATION ASSESSMENT
ENGINEERING SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARAMETRIX**, whose address is 835 North Post Street, Suite 201, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide a Sewer Lift Station Assessment, and

WHEREAS, the Consultant was selected from through RFQu No. 5288-20.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2021, and ends on January 31, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, Consultant's Scope of Work dated October 30, 2020, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall be a maximum amount not exceed **SIX HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$640,000.00)**, not including tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultant.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon*

request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Consultants do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive

36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any

dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions

of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

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

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

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

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions

in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

PARAMETRIX

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B - Consultant's Scope of Work dated October 30, 2020

20-193

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

SCOPE OF WORK

City of Spokane
Lift Station Assessment Engineering Services
October 30, 2020

The City of Spokane operates and maintains twenty-two wastewater lift stations and seven CSO facilities that are part of this second phase of condition assessment engineering services. Each site is unique, and the ages and conditions of equipment, structures and systems vary greatly between the twenty-four lift stations. Design capacities of the lift stations range from 0.07 MGD to 6.8 MGD with most stations containing two pumps and several containing 4 pumps. The City's goal for this project is to develop a prioritized list of repair/refurbishment/replacement projects and their estimated costs based upon a comprehensive condition assessment and criticality analysis of the twenty-four lift stations.

TASK 1 – PROJECT KICK-OFF MEETING AND GOAL SETTING

GOALS:

Parametrix will promote collaborative involvement between its staff assigned to this project, their subconsultants and City staff, and will strive to identify potential conflicts and facilitate their resolution. Project management, workshops with the City, continued communication and establishment of good working relationships with key City staff are necessary to the success of the project.

Each lift station asset will first be evaluated in terms of its physical condition and operating performance. That assessment and other inputs by City staff will be used to determine the likelihood and consequence of failure (or criticality) for each lift station. Parametrix will develop planning estimates of the costs to repair lift station deficiencies observed and will develop prioritization of the repairs and provide an implementation schedule with assistance from City staff.

PROJECT KICK-OFF MEETING:

Project Kick-off Meeting – The project will start with a kickoff meeting to present our initial thoughts on the main components of the project including a preliminary list of assessment activities to be performed at each station. The meeting will include the City project manager, key City staff and subconsultants, if deemed necessary. The preliminary draft project schedule will be presented and reviewed at the kick-off meeting.

TASK 2 – PROJECT MANAGEMENT

This task covers work related to the management, administration and coordination of consultant and activities performed. Specific activities include:

- Develop Health and Safety Plan – A consultant health and safety plan including COVID-19 protocols will be prepared specifically for this project.
- Project management - Includes the following items which are more fully described below:
 - Monthly review of scope and schedule including tracking of decisions made

- Project Schedule
- Work Coordination
- Prepare project management plan
- Prepare quality management plan
- Prepare monthly invoices and progress reports
- Meetings
 - Project Status Update Meetings – Every two weeks project status meetings will be held between the City project manager and at a minimum the consultant's project manager. The meeting will either be by MS Teams, Webex video conference and/or in person.
 - Project Schedule – Prepare a detailed baseline schedule of project activities. Plan and provide resources based on the schedule requirements. Schedule will incorporate both internal and external milestones. Key progress deviations from the baseline will be noted and discussed with City project manager as the project progresses. The project schedule will be updated monthly.
 - Work Coordination – Plan and coordinate work efforts between the consultant, subconsultants and the City.
 - Correspondence – Prepare written correspondence to document project management issues and decisions. A decision log, containing the following items: decision ID, alternatives, decision date, decision statement, decision rationale, and agreed by will be maintained.
 - Progress Reports – Prepare a monthly progress report for the project for distribution to the City. Prepare a monthly invoice for services performed. Maintain a budget summary covering all major tasks included in the scope of work. Submit monthly progress report with monthly invoice.
 - Document Management – Conduct project filing to support the project scope of work, including project closeout at the end of the project.
 - Quality Assurance/Quality Control – Perform the necessary Parametrix internal QA/QC reviews for the project.
 - Workshops – Conduct up to five workshop meetings for each of the lift station groups. The meetings will be held following the condition assessment analysis to coordinate and receive input from City staff.
 - Deliverables – submitted technical memorandums for each lift station, completed CSO assessment forms, CSO condition performance rankings, final assessment report, photos, videos, and project files, spreadsheets, etc. in electronic (PDF) format. Hard copies of technical memorandums and the final assessment report will be provided, if requested.

TASKS 2 THROUGH 7 – LIFT STATION ASSESSMENT (GROUPS A THRU E)

Review and analyze the following available information:

- Record drawings for each lift station
- Pump curves and other pump, motor and standby generator record data
- Lift station operation and maintenance manuals
- Wet well level transducer data and H₂S level data in excel spreadsheet format
- Operation and maintenance data including pump and generator run times (hours)
- On/Off wet well levels for lead/lag pump, high/low wet well and high/low float
- Maintenance records
- Sanitary sewer overflow records of lift station-related spills.

Review and edit existing Lift Station Condition Assessment Forms and review assessment elements with City:

- Meet with City staff to review and agree upon the content for the condition assessment forms, proposed condition and performance rankings, and criticality matrices
- Provide input on O & M's "Maintenance Connection" work order / record keeping related to high criticality assets.
- Make recommendations on the optional instrumentation, field measurement and data collection items on which lift stations these optional tasks would be beneficial if performed and the data analyzed.

CONDITION ASSESSMENT OF LIFT STATIONS

Prior to site visits, Parametrix will analyze collected data for each lift station to help develop a condition assessment work plan for each station.

If necessary, assessment engineers will split into two teams (3-4 persons per team) to promote social distancing during lift station site visits and will:

- Perform dry well condition assessments
- Perform wet well condition assessments
- Perform electrical and controls asset condition assessments
- Perform HVAC condition assessments including odor/moisture control elements
- Perform civil site condition assessments
- Perform structural conditions assessments of dry wells/pits, wet wells/pits, roofs and building structures, if applicable.

For each asset (civil/site, building/structural, pumps/motors/equipment/piping/valves, HVAC, electrical systems/standby power systems/instrumentation/control systems) assign a score ranging from 1 to 5 to determine Condition and Performance Rankings:

- Condition Ranking:
 - a. Excellent
 - b. Slightly Visible Degradation
 - c. Visible Degradation
 - d. Integrity of Component Moderately Compromised

- e. Integrity of Component Severely Compromised
- Performance Ranking:
 - a. Component Functioning as Intended
 - b. In-Service, but Higher than expected O & M
 - c. In-Service, but Function is Impaired
 - d. In-Service, but Function is Highly Impaired
 - e. Component not Functioning as Intended

An adjustment on the age (0-50% of useful life = no adjustment, 50-75% of useful life results in a performance ranking = +1, 75-100% of useful life results in performance ranking = +2) of the asset will also be performed on each performance ranking.

These Condition and Performance (C & P) condition assessment rankings will be categorized into five regions corresponding with the urgency for rehabilitation, percentage accrued of useful life, etc. as detailed below.

Region 1 - Good Condition and Performance. The assets with low C & P ranking scores of 1 or 2 will be in this category. Recommended action for these types of assets will be “No immediate action required” as no failure is expected for assets categorized in this region.

Region 2 - Moderate Condition and Performance. The assets with at least one moderate ranking score of 3 will be in this category. Recommended action for these types of assets will be “Initiate More Detailed Inspection” in order to determine the potential risks for failure.

Region 3 - Poor Condition Ranking. The assets with poor condition ranking scores of 4 or 5, but which are performing well (performance ranking scores of 1, 2, or 3) will be in this category. Recommended action for these types of assets will be “Schedule Corrective Action Work Order for Near Term”. Although the assets are in service and functioning, issues related to the condition of these assets should be addressed.

Region 4 - Poor Performance Ranking. The assets with poor performance ranking scores of 4 or 5, but with condition ranking scores of 1, 2, or 3 will be in this category. Recommended action for these types of assets is “Immediate Corrective Action Required” as the asset is not functioning properly, or failure is imminent.

Region 5 – Poor Condition and Performance. The assets with poor condition and poor performance scores of 4 or 5 will be in this category. Recommended action for these types of assets will be “Replace / Refurbish” as the asset is not functioning properly, and the integrity of its components are either moderately or severely compromised.

The C & P rankings will be used to develop a program of rehabilitation and/or O & M activities to mitigate identified risks for the lift station facilities. The recommended actions corresponding to the regions will be used as a guide for further action. Life expectancies of lift stations ranking in Regions 1, or 2 will be estimated based on their condition and performance rankings.

Technical Memorandums (Tech. Memos) for each Lift Station assessed: Draft tech memos for the each of the City’s 22 lift stations to be evaluated, will be submitted approximately 3-4 weeks after the completion

of field assessment activities that will be scheduled in groups of five lift stations at a time. The tech memos will report findings of the condition assessment of each lift station asset ranked.

- Details of when condition assessment was performed
- General site information and layout
- Tabulated inventory of key pump and motor asset data
- Tabulated inventory of key electrical equipment, generator and ATS.
- Results of condition and performance rankings by asset type and class. Tables will classify condition and performance assets by the regions identified in the Condition and Performance categories described above.
- Summary of observed deficiencies and further recommended actions
- Summary of drawdown test results showing the firm capacity of lift station, individual pump capacities, inflow in period and estimated utilization
- Review of emergency response characteristics in terms of wet well capacity, emergency storage in pipes and bypass pumping arrangements
- Check for general conformance with NFPA 820 and OSHA regulations, including City employee safety.
- Notation of hydraulic, mechanical, electrical problems that have been identified during the field condition assessment. The tech memos will include recommended further actions which could be taken to address identified deficiencies.
- Comparison of anticipated lift station firm capacity with current flows, and the station's ability to accommodate future increased flows.
- Recommendation of measures that can be implemented to standardize the existing lift stations around certain equipment, based on input from City maintenance staff.
- Appendix with completed condition assessment forms, red-lined record drawings, pump curves, site photos and other key record data.

Criticality Assessment: Develop a criticality model in order to assess the criticality of each lift station. The premise for the development of a criticality model will be to manage risk, or criticality. Risk will be expressed as a function of the “likelihood” that a lift station asset will fail to meet its level of service requirement and the “consequence” this asset failure would have on the City’s level of service.

The Condition and Performance rankings for each lift station (as determined during the lift station condition assessments) will represent the “likelihood of failure” side of the equation. Consequence of failure rankings for each lift station will be developed in collaboration with City staff. Each lift station will be assessed a numerical score for several criteria, including key emergency response characteristics such as emergency bypass capabilities, excess wet well capacity response time, level of service requirements, critical customers, upstream tributary lift stations, difficulty to repair, system-wide impact and vulnerability to catastrophic failure. Rankings will be assigned in a work-session with City staff based on readily available information. Condition and Performance rankings and the Consequence ranking will be used to prepare an overall criticality score for each lift station. This score will be the basis for prioritization of rehabilitation projects and operations and maintenance actions at the most critical, highest risk lift stations. The ranking

system will be provided in electronic format which will allow it to be updated when lift station repairs and rehabilitation projects are completed.

Determine Costs and Prioritization: The lift stations criticality assessment findings will be analyzed and a list of repairs and operation and maintenance actions in order of priority will be developed. Preliminary planning-level opinions of probable cost for design and construction of recommended lift station repair/refurbishment projects, new or replacement lift stations, and abandonments will be prepared. Planning-level opinions of probable cost will be based upon recently awarded Contracts in the area, RS Means and other sources. A separate prioritized list of proposed repair work, which can be undertaken by City O & M staff will be provided. Recommendations as a 20-year capital improvement plan (CIP) will be developed which will identify a prioritized plan for lift station repair, rehabilitation and replacement. A separate prioritized list with costs of safety concerns for City staff will be included.

TASK 8 – CSO SITE VISITS AND BASELINE ASSESSMENTS

With City input, the wastewater lift station condition assessment forms will be modified to reflect the pumping elements at the combined sewer overflow facilities. Seven combined sewer overflow (CSO) sites with pumping capacities will be visited and condition assessment forms completed by discipline (e.g., mechanical, electrical, structural, civil and HVAC) as a baseline assessment of these relatively new facilities. Condition and performance rankings will be completed using the same metrics as described above for the wastewater lift stations.

TASK 9 – RECOMMENDATIONS, PRIORITIZATIONS AND FINAL REPORT

Deliverables will include a draft and final report of each lift stations condition assessment. The draft and final report will be based on the findings presented in the individual technical memorandums prepared for each lift station and presented in a concise and clear format. The final singular report will include summaries of significant findings from the optional instrumentation, field measurements and data collection tasks. The final report will also address the current SCADA status with respect to the Riverside Park Water Reclamation Facility, CSO facilities, wastewater lift stations and their relationship with the City's SCADA master plan.

The report will include lift station repair, refurbishment and replacement prioritization lists with City input. The prioritization lists will include costs for individual repair, upgrade, or refurbishment items. Utilizing the established priorities and costs, time frame(s) will be developed and presented for the identified projects based on allocated Capital Improvement Project (CIP) funding parameters provided by the City. Where feasible, recommendations will be provided on potential project cost savings strategies.

TASK 10 – INSTRUMENTATION, FIELD MEASUREMENTS AND DATA COLLECTION (OPTIONAL ITEMS TO BE SELECTED BY THE CITY)

See individual Instrumentation & Measurement Scopes of Work for Task 10A through 10H.

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Engineering Consultant Contract for Sewer Lift Station Sewer Assessment
Date:	11/03/2020
Author (email & phone):	Beryl Fredrickson bfredrickson@spokanecity.org & 625-6008
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Six Year Capital Wastewater Management Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract

Background/History:

The Lift Station Condition Assessment study will review current conditions and provide priority ranking of recommended projects necessary to maximize functionality and peak performance of the City's sewer systems. Field inspections and condition assessment will prioritize the recommendations based on available yearly funding, expected longevity of existing stations, and the associated risks.

The Lift Station Condition Assessment project was presented at the 6/22/2020 PIES meeting before the Request for Qualifications was advertised. Engineering consultant selection has followed the City procurement process. Parametrix was the single bidder and was selected based on past lift station pilot study assessment. Final scoping and contract negotiations have been completed. Expenditure Control Form has been submitted.

Executive Summary:

- 30 lift station locations to inspect.
- Parametrix was selected to perform the work.
- The contract budget is \$700,000.
- Work to be in phases starting in December 2020 and ending in early 2023.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11-2-2020 Type of expenditure: Goods ☐ Services ☒

Department: Integrated Capital Management

Approving Supervisor: Katherine Miller

Amount of Proposed Expenditure: \$700,000

Funding Source: Utility Rates -IC

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Several lift station facilities are nearing the end of their useful life. A lift station condition assessment that will result in a ranking process, will prioritize the capital and maintenance projects over the next 15- 20 years.

What are the impacts if expenses are deferred?

Deferring the condition assessment leaves the City "blind" to potential failures to the system. Public health concerns and environmental damage could result.

What alternative resources have been considered?

Continuous daily site visits to all facilities.

Description of the goods or service and any additional information?

Parametric was selected through an RFQ process to provide the Lift Station Condition Assessment. This project will review current conditions and provide priority ranking of projects necessary for maximizing functionality and peak performance of the City's sewer systems. Field inspections and condition assessment will prioritize the recommendations based on available yearly funding, expected longevity of existing stations, and recommended temporary repairs with lesser priority and the associated risks. Five lift stations were previously assessed in a pilot study completed in 2020.

Person Submitting Form/Contact: Beryl Fredrickson

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simon



Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	11/12/2020
Clerk's File #	OPR 2020-0865
Renews #	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARCIA DAVIS 625-6398	Project #	2017090
Contact E-Mail	MDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - JACOBS AGREEMENT WASTEWATER RISK AND RESILIENCY ANALYSIS		

Agenda Wording

Consulting contract with Jacobs Engineering Group to perform the wastewater study.

Summary (Background)

The purpose of this study is to conduct a risk assessment of the City's wastewater and stormwater systems, which will result in a prioritization of what problems, or risks, the City should invest in addressing. This risk assessment will provide a transparent and quantitative framework for prioritizing the risks that can be used to guide investment plans being developed through the Capital Facilities Plans. The proposed approach consists of using a standard risk framework to evaluate the

Lease?	NO	Grant related?	NO	Public Works?	YES
Fiscal Impact			Budget Account		
Expense	\$ 75,000.00		# 4250-43387-94350-56501-14398		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approvals			Council Notifications		
<u>Dept Head</u>		MILLER, KATHERINE E	<u>Study Session\Other</u>		PIES 11/23/20
<u>Division Director</u>		SIMMONS, SCOTT M.	<u>Council Sponsor</u>		Beggs
<u>Finance</u>		ALBIN-MOORE, ANGELA	<u>Distribution List</u>		
<u>Legal</u>		ODLE, MARI	kelly.Irving@jacobs.com,		
<u>For the Mayor</u>		ORMSBY, MICHAEL	mdavis@spokanecity.org		
Additional Approvals			eraea@spokanecity.org		
<u>Purchasing</u>			icmaccounting@spokanecity.org		
			publicworksaccounting@spokanecity.org		



City of Spokane

CONSULTANT AGREEMENT

**Title: WASTEWATER RISK &
RESILIENCY ANALYSIS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JACOBS ENGINEERING GROUP**, whose address is 999 West Riverside Avenue, Suite #500, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to provide a Risk Assessment of the City's Wastewater and Stormwater Systems; and

WHEREAS, the Consultant was selected from the City's competitive procurement for Architects and Engineers.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on December 1, 2020, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, Consultant's Scope of Work dated November 6, 2020, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total annual compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **SEVENTY THREE THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 00/100 DOLLARS (\$73,458.00)**, not including tax if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultant.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that

all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such Consultants do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s)

to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said

services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

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

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultant for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to

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

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

JACOBS ENGINEERING GROUP INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B - Consultant's Scope of Work dated November 6, 2020

U2020-0102

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

Subject Wastewater System Risk Assessment Scope of Work

Attention Marcia Davis / City of Spokane

From Santtu Winter / Jacobs
Dan Pitzler / Jacobs

Date November 6, 2020

1. Purpose

The purpose of this memorandum is to describe the proposed approach and scope for the City of Spokane's (City's) Wastewater System Risk Assessment Project (Project).

The purpose of this Project is to conduct a risk assessment of the City's wastewater and stormwater systems (WWM system), which will result in a prioritization of what problems, or risks, the City should invest in addressing. Many different risks face the City's collection system – this risk assessment will provide a transparent and quantitative framework for prioritizing the risks that can be used to guide investment plans being developed through the Capital Facilities Plans. Examples of high-level collection system risks that are expected to be evaluated include:

- System being undersized to accommodate growth
- System overwhelmed by large storms
- System infrastructure fails/breaks due to condition
- System infrastructure fails/breaks due to natural hazard (natural disaster, landslide, etc.)
- Cyber security failure
- H₂S corrosion
- Chemical failures
- System gets plugged or clogged
- CSO outfalls remain out of compliance, requiring additional CSO control facilities

2. Overall Approach

The proposed approach consists of using a standard risk framework to evaluate the components of the City's wastewater system. The risk framework consists of estimating the consequence and likelihood of an event occurring. The resulting product of the consequence and likelihood represent the total risk from the event.

The risk consequence will be evaluated using several criteria that will be established with the City. Jacobs' recommended starting point includes the risk categories below:

- Environmental consequences: For example, discharges of sewage to the Spokane River, or sanitary sewer overflows (SSOs), etc.
- Financial consequences: Claims to the City due to SSOs, environmental clean-up costs, etc.
- Social consequences: Damage to the City's reputation, increased traffic, etc.

The likelihood of the risk is based on the number of occurrences per year.

To facilitate a streamlined risk assessment, the City's WWM system will be broken out into sub-systems, which will be confirmed with City staff during the project kick-off. Proposed sub-systems upon which the risk assessment will be conducted are:

- Wastewater collection system
 - Pump Stations (all grouped together)
 - Interceptor pipe segments (i.e. I-01, I-02, etc.)
 - Collection system tributary to interceptor pipe segment (i.e. smaller pipes upstream of I-01, etc.)
 - CSO control facilities
 - Interceptor Protection Tanks
- Riverside Park Water Reclamation Facility
 - Headworks
 - Primary treatment
 - Secondary treatment
 - Tertiary treatment
 - Disinfection
 - Digesters
- Stormwater collection system
 - Regional infiltration facilities
 - Swales
 - Dry wells
 - COSKY stormwater facility
 - Pipes
 - Catch basins (all grouped together)

Risks will be identified during workshops with City staff, also attended by a few Jacobs staff (Project Manager, Risk Assessment Lead, and possibly a subject matter expert in the applicable topic). Prior to the workshop the consultant will pre-populate the risk assessment, to expedite the identification and evaluation of risks.

The evaluation of risks will generally be conducted by the consultant following the completion of the risk identification workshops. The City will review/confirm the assessment.

The final deliverables will consist of a risk register documenting the identified risks, their risk scores, and mitigation actions identified.

3. Scope of Work

The following subsections present the proposed scope of work for the execution of the collection system risk assessment.

3.1 Task 1: Project Management

Under this task the Consultant will provide project management services for the execution of the Project. Specific activities to be completed by the Consultant include:

- Conduct a kick-off meeting with the City to confirm Project objectives, schedule, and roles and responsibilities. During the kick-off meeting City and Consultant staff will also confirm the sub-systems to be evaluated (see initial draft list in Section 2)
- Coordinate, manage, and lead the overall delivery of the Project
- Communication and coordination with the City
- Prepare a simple project management plan to guide the execution of the project

Assumptions:

- Project duration is 4 months
- Regular check-in meetings are covered under Task 2

Deliverables:

- Monthly invoices and progress reports
- Project Management Plan

3.2 Task 2: Risk Assessment

Under this task the Consultant will conduct a risk assessment on the City's collection system, to prioritize which problems the City should focus on addressing. Specific activities to be conducted by the Consultant include the following:

- Prepare a draft risk assessment spreadsheet for the City to review, which will include:
 - WWM system sub-systems (see Section 2 for initial sub-systems)
 - Risk consequence categories (see Section 2 for initial draft list)
 - Risk consequence measurement scales (i.e. the definitions of what different scores means)
 - Risk likelihood measurement scale (i.e. the definitions of what different scores mean)
- Prepare for and facilitate a workshop (#1) with the City to review the draft risk assessment spreadsheet, followed by finalizing the spreadsheet.
- Pre-populate the risk assessment spreadsheet with risks based on the Consultant's professional judgement and understanding of the City's collection system.

- Prepare for and facilitate a workshop (#2a, 2b, and 2c) with the City to brainstorm additional risks, and review the Consultant-identified risks.
- Evaluate the identified risks against the consequence and likelihood criteria to calculate the risk score.
- Prepare for and facilitate a workshop (#3a, 3b, and 3c) with the City to review the risk evaluations. Make any needed adjustments/ revisions following the workshop and finalize the risk assessment.
- Prepare a memorandum documenting the risk assessment, the results, and the recommended next steps.

Assumptions:

- Two 1-hour preparation meetings will be held with the City for each of the three workshops.
- Workshop #1 will be 2 hours in length and will be attended by City staff representing all three sub-systems (wastewater collections, RPWRF, and stormwater)
- Workshops #2 and #3 will be divided into three sessions – each one focused on a WWM sub-system. Each workshop session will be 1.5 hours in length, with a 30 minute break in between.
- Risk treatments/ mitigations will not be identified as part of this effort. Treatments/ mitigations that are identified by the City or are readily apparent will be documented.
- The risk assessment will be conducted in an Excel spreadsheet, and will be set up in a way to allow City staff to update the assessment.
- Data to be provided to the City is likely to include: updated pump station spreadsheet, information on equipment/ facility failures, and claims.
- To the extent possible, the Consultant will provide typical design lives for RPWRF equipment, based on industry standards and/ or engineering judgement.
- The consequence or risk will include consideration for location of the facility (e.g. located on a hillside).

Deliverables:

- Draft risk assessment spreadsheet in advance of each workshop
- Final risk assessment spreadsheet
- Draft and final risk assessment technical memorandum

4. Budget

The proposed budget for the project is presented in Table 1. Staff who are not listed in Table 1 will bill at a rate equal to their raw rate multiplied by 2.7.



Memorandum

Table 1. Proposed Project Budget.

Rate multiplier		2.70							
Escalation from 2020 rates to 2021		1.035							
Activity (below)	Assumptions	Staff Name -> Santtu Winter		Dan Pitzler	Bill Leaf	Dustin Atchison	Dan Buonadonna	Jennifer Moore	Kyle Van Dyk
		Role -> PM	Cost-at-Billing Rate (escalated to 2021) (right)	Risk Lead	Wastewater Treatment SME	Stormwater SME	Wastewater Collection SME	Editing/Publishing	Delivery Support
1. Project Management									
PM		32	\$ 24	\$ 0	\$ 219.48	\$ 232.28	\$ 207.13	\$ 135.70	\$ 133.52
	10% of total hours	32	24	0	0	0	0	0	8
		0							8
2. Risk Assessment		343	\$ 135	\$ 68	\$ 20	\$ 20	\$ 20	\$ 8	\$ 72
Data collection/review	See scope	38	18	12					8
Pre-workshop risk assessment spreadsheet set-up		31	15	4					12
Workshop #1 - review risk framework		16	10	6					
Pre-workshop risk identification		48	12	4	8	8	8		8
Workshop #2 - review risk identification		30	12	10					8
Pre-workshop risk evaluation		82	30	12	8	8	8		16
Workshop #3 - review risk evaluation		26	14	10					2
Technical memorandum		72	24	10	4	4	4	8	18
Total Hours by Staff		159	68	20	20	20	20	8	80
Total Labor Cost by Staff		\$ 31,032.03	\$ 17,480.76	\$ 4,389.60	\$ 4,645.60	\$ 4,142.60	\$ 1,085.60	\$ 10,681.60	
Total Labor Cost		\$ 73,457.79							
Expenses		\$ -							
Total Work Authorization Budget		\$ 73,457.79							

PM Project Manager
SME Subject Matter Expert



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/5/2020

Type of expenditure: Goods ☐ Services ☒

Department: ICM

Approving Supervisor: Katherine Miller

Amount of Proposed Expenditure: \$75,000

Funding Source: Utility Rates-IC

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Risk and resiliency of the wastewater systems is needed for the 20 year capital facilities planning to identify the highest risks, develop methods to address the risks, and prioritize these projects. The prioritized risks will guide investments that are sustainable and affordable.

What are the impacts if expenses are deferred?

Defining the risk in the current system will allow the City to determine ways to mitigate or minimize the risks before the systems fail, health becomes a concern, or environmental damage occurs. The City has completed a Risk and Resiliency Assessment for the water system and an Emergency Response Plan this year. This has been helpful in both identifying ways we are prepared and what changes are needed to be made to be more resilient.

What alternative resources have been considered?

Just in time repair or clean up problems after they occur.

Description of the goods or service and any additional information?

Jacobs Engineering Group has been selected through the informal RFQ process to perform Risk and Resiliency of the Wastewater Systems including sewer collections, treatment plant processes, and stormwater systems. The consultant will perform a risk assessment, consequence of failure, and likelihood of failure for each of these systems. City staff will participate in a series of workshops with the consultant to evaluate based on local experience the risk assessment, results, and recommended next steps. This analysis is expected to be completed by September 2021.

Person Submitting Form/Contact: Marcia Davis

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simon

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

11/30/2020

Date Rec'd

11/11/2020

Clerk's File #

OPR 2020-0596

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

SCOTT 625-6584

Project #**Contact E-Mail**

SMSIMMONS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5200 - NORTHWEST PUBLIC DEVELOPMENT AUTHORITY (NEPDA) AGREEMENT

Agenda Wording

Contract with Northwest Public Development Authority (NEPDA) to distribute remaining uncommitted portion of Community Investment Plan funds.

Summary (Background)

During 2017, City Council adopted a Joint Mayor/City Council Strategic Plan. Part of this Plan included the development of a Community Investment Plan identifying funding and uses of dollars to identified investments throughout the City. \$100,000 remains uncommitted and the NEPDA is requesting these funds be distributed directly to the NEPDA to support ongoing infrastructure project planning.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 100,000.00

3200-49854-95300-56701-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

SIMMONS, SCOTT M.

Study Session\Other

PIES 11/11/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

Carthcart

Finance

ALBIN-MOORE, ANGELA

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tax&licenses@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division
Subject:	NEPDA Community Investment Plan
Date:	11/11/2020
Author (email & phone):	Scott Simmons (smsimmons@spokanecity.org) 625-6584
City Council Sponsor:	Michael Cathcart
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Investments in PDAs
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract with NEPDA to distribute remaining uncommitted portion of Community Investment Plan funds

Background/History:

During 2017, City Council adopted a Joint Mayor/City Council Strategic Plan. Part of this Plan included the development of a Community Investment Plan identifying funding and uses of dollars to identified investments throughout the City. A component of the investment plan included support for the 3 public development authorities totaling \$5.4 million. \$2 million was specifically targeted to the NEPDA. Based on recommendations from the NEPDA board, the City dedicated and executed developer agreements toward to development projects in the NEPDA – Beacon Hill (\$650,000) and Esmerelda Commerce Park (\$1.25 million). \$100,000 remains uncommitted and the NEPDA is requesting these funds be distributed directly to the NEPDA to support ongoing infrastructure project planning

Executive Summary:

- City Council adopted a Joint Strategic Plan in 2017
- A Community Investment Plan was developed and funded with targeted investments throughout the community
- \$5.4 million was committed to PDAs with \$2 mil specifically targeted to the NEPDA
- \$100,000 remains uncommitted and NEPDA is requesting distribution of these funds

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: Community Investment Plan

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



City of Spokane

**AGREEMENT BETWEEN THE CITY OF
SPOKANE AND THE NORTHEAST PUBLIC
DEVELOPMENT AUTHORITY**

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and Northeast Public Development Authority, a public corporation created pursuant to chapter 35.21 RCW, as ("Authority"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City previously created the Northeast Public Development Authority pursuant to chapter 35.21 RCW; and

WHEREAS, on November 4, 2019, the City Council adopted Ord. No. C-35829 regarding the reformation of the Authority with a reconfigured board to include representation from Spokane County; and

WHEREAS, the City and Spokane County entered into an Interlocal Agreement regarding the reformation of the Authority, which included a revenue sharing structure between the parties to fund the operation of the Authority; and

WHEREAS, the City identified in 2017 community investment funds for each of the public development authorities, which included \$2,000,000 identified for the Authority and of the \$2,000,000, the Authority has requested \$100,000 to be distributed to the Authority; and

WHEREAS, it is the City's intent in providing these additional funds to that the funds be used for economic development purposes for infrastructure planning and project capital; and

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

1. Agreement. The parties agree that the City shall distribute by December 31, 2020 funding to the Authority in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) from the community investment funds to be used by the Authority for

economic development purposes for infrastructure planning and project capital within the geographical boundaries of the Authority.

**NORTHEAST PUBLIC
DEVELOPMENT AUTHORITY**

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



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/11/20

Type of expenditure: Goods ☐ Services ☒

Department: Public Works

Approving Supervisor: Scott Simmons

Amount of Proposed Expenditure: \$100,000.00

Funding Source: Community Investment Plan funds

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

\$100,000 remains uncommitted and the NEPDA is requesting these funds be distributed directly to the NEPDA to support ongoing infrastructure project planning.

What are the impacts if expenses are deferred?

Ability to support the infrastructure planning efforts in the NEPDA

What alternative resources have been considered?

Investments in PDAs.

Description of the goods or service and any additional information?

A component of the investment plan included support for the 3 public development authorities totaling \$5.4 million. \$2 million was specifically targeted to the NEPDA. Based on recommendations from the NEPDA board, the City dedicated and executed developer agreements toward to development projects in the NEPDA – Beacon Hill (\$650,000) and Esmerelda Commerce Park (\$1.25 million).

Person Submitting Form/Contact: Scott Simmons

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

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

11/30/2020

Date Rec'd

11/16/2020

Clerk's File #

OPR 2019-1093

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERTY 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

RFP 5176-19

Agenda Item Type

Contract Item

Requisition #

REVENUE

Agenda Item Name

4490 REVENUE CONTRACT FOR METAL RECYCLING AT THE WTE

Agenda Wording

Revenue contract with American Recycling Corporation of Spokane Valley, WA, for the sale of the WTE's metals ash and scrap metals from the tipping floor from Jan. 1, 2021 through Dec. 31, 2021 with an anticipated revenue of approx. \$70,000.00.

Summary (Background)

At the WTE, ferrous metals are removed from the ash prior to disposal at the landfill and large metal items are removed from the waste on the tipping floor for recycling. American Recycling Corporation was the only respondent to RFP 5176-19 for the processing, transportation and purchase of these metals and were awarded a one-year contract with the option of four (4) one-year renewals. This will be the first of those renewals. Payment rates to remain unchanged for this renewal.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 70,000.00

4490-44110-37079-36911

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

AVERYT, CHRIS

Study Session\Other

PIES 11/23/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

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Additional Approvals

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Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

Jake VanderZanden jake@arecycling.com

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Metals Recycling at the WTE Facility
Date:	November 23, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources - Sustainable Practices - Recycling Metal
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to send ash metals and scrap metals to American Recycling, thereby allowing this material to be utilized for recycling instead of disposing of it in a landfill.
Background/History: <p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year from January 1, 2020 through December 31, 2020 and may be renewed for four (4) additional one-year periods. This will be the first of those renewals from January 1, 2021 through December 31, 2021. The revenue received for the materials is determined by a formula based on market prices on the 15th of the previous month. Based on recent market trends, it is anticipated that this should generate approximately \$70,000.00 in annual revenue.</p>	
Executive Summary: <ul style="list-style-type: none"> Revenue contract renewal #1 of 4 with American Recycling Corporation for the recycling of metals ash and scrap metals from the tipping floor. Contract awarded from RFP 5176-19 of which American Recycling of Spokane Valley, WA was the only response received. Pricing is formula-based and dependent on market prices on the 15th of the previous month. Projected annual revenue, based on 2020's market trends, of approximately \$70,000.00. Contract term from January 1, 2021 through December 31, 2021. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/9/20

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: Revenue: \$70,000.00

Funding Source: SWD Budget: 4490-44110-37079-36911

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

n/a

What are the impacts if expenses are deferred?

n/a

What alternative resources have been considered?

n/a

Description of the goods or service and any additional information?

n/a

Person Submitting Form/Contact: Michelle Dorgan X6555

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



City of Spokane

CONTRACT RENEWAL 1 of 4

**Title: PROCESS, TRANSPORT AND
PURCHASE WTEF METALS**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as "Company", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein City agreed to provide Company POST COMBUSTIBLE RECOVERED METALS, RECOVERED METALS FROM THE TIPPING FLOOR AND RECOVERED METALS FROM THE RECYCLING AREA OF THE CITY'S WASTE TO ENERGY FACILITY (WTEF), WHICH INCLUDES THE COMPANY'S PROCESS, TRANSPORT AND PURCHASE OF WTEF FERROUS METALS; and

WHEREAS, the original Contract provided for four one (1) year renewals with this being the first of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 27, 2019 and December 30, 2019, 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 TERM.

This Contract Renewal shall become effective on January 1, 2021 and shall run through December 31, 2021.

3. COMPENSATION.

The Company shall pay City for all recyclable metals picked up at WTEF and delivered to the Company's yard. The City estimates revenue of **SEVENTY THOUSAND AND NO/100 Dollars (\$70,000.00)** from the Company for the RECOVERED METALS provided for under this Renewal Agreement. There will be no costs to the City for Company's performance of the services related to this Renewal Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Renewal Agreement.

4. DEBARMENT AND SUSPENSION.

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

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

AMERICAN RECYCLING CORPORATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

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

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

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

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

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

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

11/30/2020

Date Rec'd

11/16/2020

Clerk's File #

OPR 2020-0866

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

ITB 5342-20

Agenda Item Type

Contract Item

Requisition #

RE 19666

Agenda Item Name

4490 CONTRACT FOR OFFSITE GRAPPLE REPAIRS FOR THE WTE

Agenda Wording

Contract with Foust Fabrication Co., of Colville, WA, for as-needed, offsite grapple repairs for the WTE from Dec. 1, 2020 through Nov. 30, 2021 with an annual cost not to exceed \$85,000.00 excluding tax.

Summary (Background)

The grapples used on the cranes at the WTE operate 24/7 transporting municipal solid waste. As part of the facility's maintenance program, the grapples are rotated out annually and refurbished. On October 16, 2020, bidding closed on ITB 5342-20 for this as-needed annual requirement. Foust Fabrication Co. was the low cost, responsive and responsible bidder. The contract award will be for one year with the option of four (4) additional one-year renewals.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 85,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

AVERYT, CHRIS

Study Session\Other

PIES 11/23

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

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Purchasing

PRINCE, THEA

rrinderle@spokanecity.org

Mireya Fitzloff, mireya@foustfab.com

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Offsite Grapple Repairs for the WTE Facility
Date:	November 23, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract for grapple repairs in order to maintain uninterrupted operation at the Waste to Energy Facility
Background/History: <p>The grapples used on the cranes at the WTE facility operate in a 24/7 environment transporting municipal solid waste. As part of the facilities maintenance program, the grapples are rotated out annually and refurbished. Upon examination, one of the grapples was discovered to have significant damage and some components can no longer be refurbished, requiring these components to be replaced. Without a backup grapple, a failure would result in an unplanned boiler shut down.</p> <p>On October 16, 2020, bidding closed on ITB 5342-20 for this as-needed annual requirement for offsite grapple rebuilding. There were three (3) responses received; Foust Fabrication Co. (Colville, WA), K&N Electric Motors, Inc. (Spokane Valley, WA) and WEMCO Inc. (Spokane, WA). Foust Fabrication Co. was the lowest cost, responsive and responsible bidder. The contract award would be for one year, from December 1, 2020 through November 30, 2021 with the option of four (4) additional one-year renewals and have an annual cost not to exceed \$85,000.00 excluding tax.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract for annual, as-needed, offsite grapple repairs for the WTE Facility. Foust Fabrication Co. was the low cost, responsive and responsible bidder to ITB 5342-20 for these services. Term will be from Dec. 1, 2020-Nov. 30, 2021 with the option of four (4) one-year renewals. Annual cost not to exceed \$85,000.00 excluding taxes. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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

PURCHASED SERVICE CONTRACT

Title: **GRAPPLE REBUILD OFFSITE, AS
NEEDED ANNUAL REQUIREMENT**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **FOUST FABRICATION CO. d/b/a FOUST FAB & ERECTORS FOUST FABRICATION**, whose address is 1159 Orin Rice Road, Colville, Washington 99114 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Company 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 GRAPPLE REBUILD OFFSITE, AS NEEDED ANNUAL REQUIREMENT selected via ITB 5342-20, and in accordance with Company's October 16, 2020 Proposal, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchases Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on December 1, 2020, and shall run through November 30, 2021, unless amended by written agreement or terminated earlier under the provisions. This Contract may be extended by written agreement of the parties not to exceed four (4) additional one year contract periods.

3. TERMINATION.

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this various use, as needed Contract shall not exceed **EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00)**, not including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this various use, as needed Contract for the work described above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **Payment will be**

made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. 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 forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) 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.

6. 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 Contract, 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 Contract.

7. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

10. DEBARMENT AND SUSPENSION.

The Company 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.

11. AUDIT.

The Company and its sub-contractor 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 sub-contractors 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.

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the

breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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

**FOUST FABRICATION CO., d/b/a FOUST
FAB & ERECTORS FOUST FABRICATION**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A - Certification Regarding Debarment
Exhibit B – October 16, 2020 Proposal

Exhibit A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

Exhibit B

EXHIBIT B

October 8, 2020

ADDENDUM NO. 1 PW ITB 5342-20 Grapple Rebuild Offsite, As Needed, Annual Requirement

MADATORY PRE-BID CONFERENCE. A mandatory pre-bid conference was conducted on Thursday, October 8, 2020, at 10:00 AM, Pacific Local Time, at the Spokane Solid Waste Disposal, Waste To Energy Facility's Admin Office, 2900 S Geiger Blvd., Spokane WA, 99224

This Addendum is to distribute copy of the "sign-in sheet" as depicted below, and answer questions that were asked. A walk-down was also conducted.

QUESTIONS, The following questions were asked:

- 1) Question: What is the specification for hard facing material?

Response: Please bid a Per LB cost for Lincoln wear shield 60 for hard facing.

Note: "ITB 5342-20 Pricing Pages" were revised and posted in Documents Tab, 10/8/2020.

- 2) Question: Is it ok to use a pipe for barrel replacement if the thickness is the same or greater?

Response: Yes. A pipe can be used for replacement barrel. Pipe must be ASTM A53

- 3) Question: Is this bid for one grapple only?

Response: This bid is for repair and rebuild of this grapple. Contract can be extended each year for a total of four years (at city's discretion). In subsequent years a price quote would be required from winning bidder for rebuild of one grapple annually.

- 4) Question: Will City of Spokane place grapple on winning bidders trailer to haul away for repair?

Response: Yes. City of Spokane will help place grapple on trailer for load out. It will be the responsibility of the winning bidder to secure load for transport.

It was reiterated that all communication between the Bidder and the City shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City, and the Clarification Deadline is 10/9/2020 by 8:30AM



Rick Rinderle
Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.


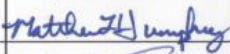



Foust Fabrication Co.

Company



Signature

Copy of Sign In Sheet.

PW ITB 5342-20-20 Grapple Rebuild Offsite, As Needed, Annual Requirement			October 8, 2020 10:00AM Local Pacific Local Time
Company Name	Individual's Printed Name	Signature	Email address
K&N Electric	Luke Olson		lolson@knelectric.com
WEMCO Inc.	Matt Humphrey		mhumphrey@wemcoinc.com
Foust Fab & Erector	Coby Foust		Coby@FoustFab.com
	STEVE DAVIS		STEVE@FOUSTFAB.COM
WTF McKinney Forrest	Forrest McKinney		FMckinney@SpartanCity.ORG
WTE			

Bid Response Summary

Bid Number ITB 5342-20
Bid Title Grapple Rebuild Offsite, As Needed, Annual Requirement
Due Date Friday, October 16, 2020 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company coby@foustfab.com
Submitted By Mireya Fitzloff - Friday, October 16, 2020 7:48:01 AM [(UTC-08:00) Pacific Time (US & Canada)]
 mireya@foustfab.com 5096843754

Comments**Question Responses**

Group	Reference Number	Question	Response
MANDATORY Pre-Bid			
	#1	PRE-BID CONFERENCE. A MANDATORY pre-bid conference will be held on THURSDAY, October 8, 2020, at 10:00 a.m. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA.	I acknowledge
	#2	Bidder realizes if it does not attend the Mandatory Pre Bid it will be non-responsive, and therefore, cannot submit a bid.	I acknowledge
DEFAULT ITEM GROUP			
	1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	1
	2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.	Yes
	#3	Bidder Has Reviewed "Addendum 1, ITB 5342-20" located in "Documents Tab", that was posted Oct 8, 2020 after the Mandatory pre-bid.	I acknowledge
	#4	Download "Addendum 1, ITB 5342-20" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Addendum 1 PW ITB 5342-20.pdf
BACKGROUND			
	#1	The City of Spokane's Waste-to-Energy plant (Spokane WTE) located at 2900 S. Geiger Boulevard in Spokane, adjacent to the Spokane International Airport began operations in 1991 and was designed to process 800 tons of municipal solid waste per day from unincorporated and incorporated towns and cities of Spokane County. The facility consists of two natural gas-fired boilers operating 24 hours per day, 7 days per week, and generating up to 26 megawatt-hours of electric power.	I acknowledge
	#2	WTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. WTEF is initiating this invitation (ITB) to solicit Bids from vendors who have a proven ability to provide provided grapple rebuild and repair services offsite at vendor's facility.	I acknowledge

#3	WTEF owns three (3) grapples. Each grapple is estimated to be 30 years old.	I acknowledge
#4	WTEF has had two (2) 9-Ton, Top-Running Double Girder (TRDG) Bridge Cranes. One crane is dedicated for North Refuse Handling and one crane is dedicated for South Refuse Handling. A crane is in constant use 24 hours a day, 7 days a week, 365 days a year, utilizing grapple to transport municipal solid waste.	I acknowledge
#5	WTEF rotates grapples annually, to enable one of the three grapples to be repaired and rebuild as needed.	I acknowledge
#6	WTEF currently has one grapple in need of repair and rebuild, that will be presented during the mandatory pre-bid.	I acknowledge
#7	Any award resulting for this ITB would be for a base year plus four one-year options, to enable as needed grapple rebuilds and repairs.	I acknowledge
#8	From the "Documents Tab", Bidder can review Grapple Drawing depicting dimensions. Bidder has reviewed drawing.	I acknowledge
#9	From the "Documents Tab", Bidder can review photo of Grapple ID Plate. Bidder has reviewed photo of Grapple ID Plate.	I acknowledge
#10	From the "Documents Tab", Bidder can review nine (9) photos of the grapple in need of current repairs and rebuild. Bidder has reviewed photos.	I acknowledge
SUBMISSION OF BIDS		
#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I acknowledge
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid closing date.	I acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I acknowledge
PAYMENT TERMS		
#1	Bidder acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	YES

#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	YES
BIDDER INFORMATION		
#1	Company Name	Foust Fabrication Co. dba: Foust Fab Foust Fab & Erectors Foust Fabrication
#2	Please indicate person to be contacted by the City concerning item(s) being bid: Person's Name, Title, Email Address, and Phone Number:	Coby Foust President/CEO coby@foustfab.com (509) 680-4889
#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this Invitation To Bid, to furnish items at the prices stated	ACKNOWLEDGED
#4	Bidders must submit cover letters stating qualifications for Grapple Rebuilds and Repairs. Upload cover letter document.	Cover Letter.pdf
#5	Bidder's Client list for the past twelve (12) months is to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives for each client on said list. The City will use this list to check references . If poor performance reports are received from any client on this list , the City may deem you non-responsive. If no client list is provided, the City may deem you non-responsive.	Foust Fabrication Co - Completed Work and References.pdf
#6	Bidder accepts the Terms and Conditions as written and attached in the Documents tab. If said terms and conditions are not agreed to as written, the City may deem you non-responsive.	ACKNOWLEDGED
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I acknowledge
2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I acknowledge

3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records	I acknowledge
4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I acknowledge
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Bidder 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 Bidder 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.	ACKNOWLEDGED
#2	City of Spokane Business Registration Number	603403656
ORGANIZATION		
#1	Proposal of an () individual () partnership () corporation organized and existing under the laws of the State of:	Corporation
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	YES
ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER		

#1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Western States 4625 E Trent Ave Spokane, WA 99212 CDA Metals 2900 E Broadway Ave #4527 Spokane, WA 99202 Team Tube 23217 66th Ave S Kent, WA 98032 A&L Gas 4230 E Trent Ave Spokane, WA 99202 OXARC Inc 4003 E Broadway Ave Spokane, WA 99202 Perfect Pass 18018 E 32nd Ave Greenacres, WA 99016 Haskins Steel 3613 E Main Ave Spokane, WA
MINORITY BUSINESS ENTERPRISE		
#1	Bidder (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members. "For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	No
SMALL BUSINESS		
#1	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	Certifies No Agreement Has Been Entered
INTERLOCAL PURCHASE AGREEMENTS		

#1	<p>The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.</p>	ACKNOWLEDGED
----	---	--------------

INSURANCE

#1	<p>During the term of the contract, the Vendor shall maintain in force at its own expense, each insurance coverage noted below: A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Vendor's services to be provided under 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. D. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. Pollution Liability covers sums the Vendor is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Vendor or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Vendor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.</p>	ACKNOWLEDGED:
CONTRACT PERIOD		
#1	The initial contract shall be for one year (1) year period beginning approximately December 1, 2020 through November 30, 2021.	I acknowledge
#2	Orders would be placed via Value Blanket, as needed by Department. Payment would only be made for actuals orders placed, delivered and accepted.	I acknowledge
RENEWAL		

#1	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.	I acknowledge
ACCEPTANCE PERIOD		
#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids	ACKNOWLEDGED
DISCOUNT PERCENTAGES		
#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.	I acknowledge
PRICE DECREASES		
#1	During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	I acknowledge
PRICE INCREASES		
#1	The Vendor's prices shall be firm throughout the first year of the contract period. Price increases can be requested at the anniversary date of the contract. All price increases will be provided with justification for such price increase and must be agreed upon by both parties.	I acknowledge
GUARANTEE		

#1	The Vendor guarantees all of the work or materials described in the specifications, including any authorized modifications thereto, for a period of one (1) year from the date of final acceptance of the work, as follows:	Foust Fabrication warrants that for a period of 1 year from the date of installation completion, materials shall be free from defects in materials and workmanship under normal use provided such materials is correctly maintained. This warranty shall not apply to products that have been subject to misuse, abuse, neglect or improper storage, handling or maintenance. Any parts that are modified, altered, misused, abused, or neglected void the warranty. Customer is responsible for all expenses associated with non-warranty repairs.
#1.1	Against all faulty or imperfect materials, and against all imperfect or careless and/or unskilled workmanship.	I acknowledge
#1.2	The Vendor shall remove or restore, without cost to the Purchaser, any work which may be found to be improper, imperfect or defective or fails to perform as specified.	I acknowledge
DELIVERY DEFAULT		
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Supplier.	ACKNOWLEDGED
#2	When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Supplier will be required to pay any differences in cost.	ACKNOWLEDGED
DELIVERY DELAY		

#1	In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages 0.00 per day beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.	I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	DON'T KNOW
#3	If so were PCBs found at a measureable level?	DON'T KNOW
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	DON'T KNOW
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measureable levels of PCBs?	NO
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	NO
GENERAL INSTRUCTIONS PERTAINS TO ANY GRAPPLE REPAIR OR REBUILD		
#1	The purpose of this Request for Bids is to invite sealed Bids to provide offsite grapple rebuild and repair services as needed. The intent is to extend and maximize the functional life of previously purchased grapples.	I acknowledge
#2	It shall be the responsibility of the winning Vendor to supply all necessary transportation required for pick-up and delivery of grapple(s) to and from WTEF.	I acknowledge
#3	Vendor would dismantle and repair and rebuild grapple(s). For components that are beyond repair, Vendor would be responsible for fabricating or purchase of new required components.	I acknowledge
#3.1	All cylinders, hoses, pump and hydraulic control block that are worn or need replacement will be the responsibility of the city of Spokane.	I acknowledge

#4	Vendor would have turn-around time of 45 calendar days to repair or rebuild grapple upon being notified by the City, unless otherwise agreed by City. The 45 days includes delivery of grapple to WTEF.	I acknowledge
#5	Make: Peiner 6 tine hydraulic grapple.	I acknowledge
#6	Model: MMGL 5000-4	I acknowledge
#7	Vendors should be aware that bids would be rejected if all questions are not completely and correctly answered.	I acknowledge
#8	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge
#9	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I acknowledge
#10	Federal and State laws governing this product must be satisfied.	I acknowledge
TECHNICAL SPECIFICATIONS PERTAINS TO ANY GRAPPLE REPAIR OR REBUILD		
#1.	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge
#2	All work shall conform to CMAA specification 78 in repair and modification, to include workmanship and testing of final repair.	I acknowledge
#3	All work shall conform to OSHA regulations to include but not limited to OSHA 1910.179	I acknowledge
#4	This shall include but not limited to NDT of all new welds and load testing of final grapple.	I acknowledge
#5	Steel for new barrel body shall be A36 steel.	I acknowledge
#6	Barrel shall have all holes and penetrations in the same place as original barrel.	I acknowledge
#7	Bolts shall be replaced with new like in kind.	I acknowledge
#8	All pins and bushings shall be replaced with new pins and bushings to original measurements.	I acknowledge
#9	All tine Tips shall be replaced with new tips that are hard faced.	I acknowledge
#10	All tines shall be tested by NDT method and material that is worn, missing or broken will be replaced with like in kind to original thickness with hard facing.	I acknowledge
#11	Barrel body and connections shall be painted fire engine red.	I acknowledge
#12	All bolts shall be replaced with new like in kind.	I acknowledge

#13	Tine material that is missing and or thin and need of replacement to be replaced with hard facing	I acknowledge
#14	As part of this request, Bidders shall submit materials specification sheets listing for each product or material it proposes could be required to complete a grapple rebuild or repair. This is to include Lincoln Wear Shield 60 Hard Facing. Upload Document Here.	SDS-Sheets.pdf
#15	REPORTS: Provide an individual detailed report for each grapple that was rebuilt or repaired. The report shall list what services were performed, and list all items, parts, material that were replaced. Any drawings created as part of this work will be provided to and become property of the City of Spokane	I acknowledge
#16	The hydraulics "will not" be removed before contractor picks up Grapple. Contractor would be responsible for removal of hydraulics.	I acknowledge
PRICING		
#1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I acknowledge
#2	Pricing is not to include sales tax.	Pricing ITB 5342-20 Pages - Foust Fabrication Co..pdf
#3	WTEF has a current requirement for rebuild and repair of grapple in strict accordance with the contract documents. The body of the grapple has a major crack that goes about ¾ of the way around the body. The upper 2/3 of the body cylinder will be cut out and a new cylinder of same dimensions will be constructed and welded back in. All holes, mounts and attachments will be attached in same place as removed attachments unless preapproval is received from the City of Spokane. This grapple was presented during the mandatory pre-bid and needs to be rebuilt and repaired in strict accordance with the contract documents.	I acknowledge
#4	Download "ITB 5342-20 Pricing Pages" from the Bid Documents Tab to provide all-inclusive firm fix price to perform offsite, rebuild and repair of grapple presented during mandatory pre-bid, in strict accordance with the contract documents. Price is not to include tax.	\$51,905
#4.1	Percentages, Rates, Cost that would be applied to future, additional, as needed grapple repairs or rebuilds the during contract period must be stated in Item II on pricing page, but these items will not be included in the evaluation unless prices stated appears significantly uncompetitive and could result in unnecessarily high cost to the City.	15%
BID EVALUATION		

#0	Evaluation of bids shall be based upon the following criteria, where applicable:	
#1	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	I acknowledge
#2	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	I acknowledge
#3	The Bidder's ability to provide prompt and efficient service and/or delivery.	I acknowledge
#4	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	I acknowledge
#5	The quality of performance of previous contracts or services	I acknowledge
#6	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	I acknowledge
#7	Uniformity or interchangeability.	I acknowledge
#8	The energy efficiency of the product throughout its life.	I acknowledge
#9	Any other information having a bearing on the decision to award the contract.	I acknowledge
#10	BIDDING ERRORS: Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I acknowledge
#11	BIDDER PREQUALIFICATION: Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	I acknowledge
#12	REJECTION OF BIDS: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I acknowledge
#13	AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge

ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here	Foust Fab & Erectors Company Flyer.pdf

PRICING PAGE (Revised Based On Addendum 1, October 8, 2020)

BID NAME: Grapple Rebuild Offsite, As Needed, Annual Requirement

BID NO: ITB 5342-20

The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid.

Item I

All-inclusive firm fix price* to furnish all labor, materials, equipment and supervision required to perform offsite, rebuild and repair of grapple presented during mandatory pre-bid, in strict accordance with the contract documents. Price is not to include tax.

NOTE: The all-inclusive price does not include hard facing material cost of Lincoln wear shield 60 for hard facing, as it is not known how much would be required until actual rebuild or repaired is conducted.

\$ 51,905 _____

*Bidders must provide a “per-pound cost for Lincoln Wear Shield 60 Hard Facing” that would be incurred.

\$ 8.88 per pound cost, Lincoln Wear Shield 60 Hard Facing

The awarded vendor would be required to provide a bill of material to support the total poundage of Lincoln Wear Shield 60 Hard Facing that was that was utilized to rebuild and repair the grapple. This cost would be an addition to the stated all-inclusive firm fix price* which had not included hard facing material cost.

Item II: Percentages, Rates, Cost that would be applied to future, additional, as needed grapple repairs or rebuilds the during contract period.

As part of this request, Bidders were required to submit materials specification sheet listing for each product or material it proposes could be required to complete a grapple rebuild or repair. This is to include Lincoln Wear Shield 60 Hard Facing.

Vendor to provide Percentage Off List Cost for product or material cost, it has listed on specification sheet, or any other additional products or materials not listed on vendor’s specification sheet, but may be realized is needed at a later point in time to complete grapple rebuild or repair.

Enter Percentage Off List: _____

Remarks:

Vendor to provide Percentage Markup Above Vendor's Cost, should Vendor not provide percentage off list cost, for any other additional products or materials not listed on vendor's specification sheet, but may be realized is needed at a later point in time to complete grapple rebuild or repair.

Enter Percentage Markup Above Cost: 15%

Remarks:

Grapple Pick-up Fee \$ 561.50

Grapple Delivery Fee \$ 561.50

Hourly Labor Rates \$ 92.00

List and additional Cost that could be incurred:

The condition of the grapple arm pin boss condition and alignment is unknown until dismantling. If line boring is required, there could be additional costs up to \$30,000.

Payment Terms: Net 30 days

Firm Name: Foust Fabrication Co. Signature: 

Mailing Address: 1159 Orin Rice Rd By: Coby Foust
Colville, WA 99114 (Type or Print)
Title: President/CEO

Phone: (509) 684-3754 office Date: 10/16/2020

Please indicate person to be contacted by the City concerning item(s) being bid:

NAME: Coby Foust TELEPHONE: (509) 680-4889 cell

FOUST

★ FABRICATION ★

October 16th, 2020

Waste to Energy Facility Admin Office
2900 S Geiger Blvd.
Spokane, WA 9224

Subj: Grapple Rebuild Offsite, As Needed, Annual Requirement, Spokane, WA

This letter is to provide qualification for the above-referenced project.

We are a welding and fabrication shop that has been in business since 2012. We perform heavy-equipment repair maintenance and rebuilding and structural steel fabrication for the Tri-County and Spokane areas. Some examples include all major weld repairs on the portal crane and grapple repair (log grapple rebuild) at Vaagen Lumbers and rebuilt multiple booms in Wagner log loaders at Boise Cascade Plywood. We also do overhead crane repair and maintenance as required for Kaiser Aluminum. We have AWS certified welders on staff and perform work to AISC standards.

Please feel free to contact our office with any questions.

Thank you,



Coby Foust
President/CEO
Foust Fabrication Co.
Office (509) 684-3754
Cell (509) 680-4889
coby@foustfab.com



FOUST

★ FAB & ERECTORS ★

Our mission at FOUST Fab & Erectors is simple: to provide high-quality services for our valued clients. Our team goes above and beyond to cater to each project's specific needs. Through open communication and exceptional service, we hope you'll find what you're looking for.

Our goal at FOUST Fab & Erectors is to be the first choice contractor that our partners want to work with and our team members are proud to work for. We will provide quality craftsmanship and superior customer service through integrity driven professional business practices adhering to our core values of safety, quality, commitment, reliability, and innovation. We are currently pursuing ASCI certification for steel erectors. For more information or general inquiries, get in touch today.



Structural Erection

Hampton Garage, Spokane WA
Vaagen Timbers Plant, Colville, WA
Schimmels Group, Airway Heights, WA
Training Burn Tower, Inchelium, WA
Wilbur-Creston School District, Wilbur, WA
Inland Cellular/Weis Towers, Roslyn, WA



Welding & Fabrication

Les Schwab Tire, Colville, WA
Farm Jam, Colville, WA
Novelis Solatens Aluminum, Spokane, WA
Smokey Ridge Meats, Chewelah, WA
Marshall Forestry, Colville, WA
Tanners Fish Processing, Ninilchik, AK



Service & Repair

Boise Cascade, Colville, WA
Kaiser Aluminum, Spokane, WA
Vaagen Timbers, Colville, WA
Teck Washington Inc., Metaline Falls, WA
Columbia Cedar, Kettle Falls, WA
Vaagen Lumber, Colville, WA

Get in touch:

1159 Orin Rice Rd, Colville, WA 99114
509-684-3754 | www.foustfab.com
sales@foustfab.com



REFERENCES:

Brett Miller, The Erection Company | 206-255-2511
Greg Knight, Vaagen Timbers | 509-684-3678
Reg Davenport, Boise Cascade | 509-675-5076
Paul Sisk, Novelis Solatens Aluminum | 509-420-3312
Josh Marshall, Marshall Forestry | 509-684-2794



Completed Work Schedule (projects over the last 2 years valued over \$20,000.00)

Project	Contract Amount	Completion
Boise Cascade		
Kiln Rebuild	\$110,000.00	9/3/2019
Slashing Saw/Buck	\$175,000.00	12/26/2019
Arden Trailer Loading Station	\$20,000.00	10/1/2019
Arden Debarker	\$33,000.00	10/21/2019
Water Tower Retrofit	\$50,000.00	4/21/2019
Dryer Repair	\$22,000.00	8/21/2019
Columbia Cedar		
Trim Saw		
Edger	\$615,000.00	8/28/2019
Floor Sweep	\$60,000.00	7/29/2019
Unscrambler	\$60,000.00	1/17/2020
Week 46 Planned Outage	\$22,000.00	11/20/2019
Vaagen Timbers		
CLT PEMB Plant Design and		
Build Conveyor system	\$2,400,000.00	6/1/2019
FarmJam		
Facility Set-up and signs	\$74,000.00	8/1/2019
Colville Confederated Tribe		
Fire Training Facility	\$63,000.00	7/1/2019
Kaiser Aluminum		
Building 2103 Girder		
Replacement	\$65,000.00	8/10/2019

Project	Contract Amount	Completion
Wildcat Booster Club		
Athletics locker Room PEMB	\$65,000.00	10/12/2019
Malbco Development, Inc		
Garbage Chute	\$30,000.00	10/20/2019
Novelis Solatens		
Testing facility Upgrade	\$60,000.00	9/10/2019
Vaagen Lumber		
Crane Repair	\$65,000.00	6/15/2018
New Stacker Design, Build And Install	\$475,000.00	3/10/2018
Smokey Ridge Meat		
Kill Shed	\$125,000.00	1/25/2018
West Valley Construction		
Hampton Inn Parking Structure	\$179,000.00	6/7/2019
U.S. Border Patrol		
Traffic Correction	\$35,000.00	8/1/2019
City of Colville		
Animal Shelter Remodel	\$24,000.00	1/28/2019
Teck Pend Oreille Mine		
Mine Rescue Chambers	\$262,000.00	10/5/2018
Truggies	\$72,000.00	11/12/2018
Mine Truck Repair and Maintenance	\$64,000.00	12/30/2018



REFERENCES

OWNER / GENERAL CONTRACTOR REFERENCES				
Owner / General Contractor	Address	Contact Name	Phone	Email
Boise Cascade	1274 Boise Rd, Kettle Falls	Reg Davenport	(509) 738-3236	reginalddavenport@bc.com
Columbia Cedar	24419 US-395, Kettle Falls, WA	Mike Sitton	(509) 680-0254	msitton865@gmail.com
Vaagen Timbers	1245 N Hwy, Colville, WA	Russ Vaagen	(509) 684-3678	rvaagen@vaagentimbers.com
FarmJam	73 Oakshott Rd, Colville, WA	Greg Knight	(509) 675-9958	ggknight1@yahoo.com
Colville Confederated Tribe	3043 Bridge Creek, Inchelium, WA	Jesse Schumacher	(509) 634-1583	jesse.schumacher@colvilletribes.com
Kaiser Aluminum	15000 E Euclid Ave, Spokane Valley, WA	Josh McDonald	(509) 220-4134	josh.mcdonald@kaisertwd.com
Wildcat Booster Club	Wilbur, WA	Mark Sheffels	(509) 641-0175	marksheffels@gmail.com
Malbco Development, Inc	16114 E Indiana Ave Ste 200 Spokane Valley	Drew Nelson	(509) 218-3693	drewnelson@malbco.com
Novelis Solatens	16004 E Euclid Ave, Spokane Valley, WA	Paul Sisk	(509) 420-3312	paul.sisk@novelis.com
Vaagen Lumber	565 W 5th Ave, Colville, WA	Dean Golden	(509) 680-3736	dgolden@vaagenbros.com
Smokey Ridge Meat	2450 Heine Rd, Chewelah, WA	Kira Olsen	(509) 935-6213	olsenkira@gmail.com
West Valley Contractors	737 French Gulch Rd # A, Kingston, ID	John Nearing	(208) 691-7813	marci@westvalleyrealty.com
US Border Patrol	200 Buena Vista Dr, Colville, WA	Michael Berghammer	(509) 732-6215	michael.berghammer@cbp.dhs.gov
City of Colville	170 S Oak, Colville, WA	Erica L Schauls	(509) 684-1489	erica@colville.wa.us
Teck Pend Oreille Mine	1382 Pend Oreille Mine Rd, Metaline Falls, WA	Guy Lewis	(509) 446-5342	guy.lewis@teck.com

ADDITIONAL REFERENCES				
Owner / Generral Contractor		Contact Name	Phone	Email
Schimmels Construction	2808 S Monroe St, Spokane, WA	Gary Schimmels	(509) 953-9999	gary@schimmelsconstruction.com
Swinerton	342 SW Second Ave. Portland, OR	Taylor Cabot	(971) 322-5816	taylor.cabot@swinerton.com
Allied Buildings	7011 E Mission Ave, Spokane Valley, WA	TJ Merrell	(509) 998-7410	tjmerrell@alliedbuildings.com
Haskins Steel	3613 E Main Ave, Spokane, WA	Bryce Valley	(509) 535-0657	brycev@haskinssteelinc.com
CDA Metals	2900 E Broadway Ave #4527 Spokane, WA	Robert Porter	(509) 535-6363	rob@cdametals.com
CED	3333 E Main Ave, Spokane, WA	Bobby White	(208) 215-9289	rwhite@cedspokane.com
Motion Industries	2801 E Ferry Ave, Spokane, WA	Eric Reedy	(509) 924-4800	eric.reedy@motion-ind.com
Old Castle	922 N Carnahan Rd, Spokane Valley, WA	Melissa Verwest	(509) 536-3306	melissa.verwest@oldcastle.com
Marshall Forestry	893b Fuhrman Rd, Kettle Falls, WA	John Marshall	(509) 684-2794	marshallforestry@hughes.net



Waste to Energy Facility

Grapple Rebuild Offsite

As Needed

Annual Requirement

SDS Sheets

October 2020

WEARSHIELD® 60

Severe Abrasion

KEY FEATURES

- Designed to resist severe abrasion
- It exhibits higher alloy and higher abrasion resistance than Wearshield® ABR, Wearshield® 44 or Wearshield® ME
- Can be used on carbon, low alloy, stainless, and manganese steels
- Deposits consist of primary carbides in a matrix of austenite-carbide eutectic
- Deposits should be limited to two layers

TYPICAL APPLICATIONS

- Conveyor screws
- Grader blades
- Crusher rolls, plates and jaws
- Sleeves
- Brick and coke machinery

WELDING POSITIONS

Flat & Horizontal

DIAMETERS / PACKAGING

Diameter in (mm)	Length in (mm)	10 lb (4.5 kg) Carton 40 lb (18.1 kg) Master Carton
1/8 (3.2)	14 (350)	ED022010
5/32 (4.0)	14 (350)	ED022011
3/16 (4.8)	14 (350)	ED022012

MECHANICAL PROPERTIES⁽¹⁾

Rockwell Hardness (R _C)	
1 Layer	2 Layers
57 - 60	60 - 62

DEPOSIT COMPOSITION⁽¹⁾

On Carbon Steel	%C	%Mn	%Si	%Cr	%Mo	%V
2 Layers	5.0	0.80	1.0	23.0	2.3	0.6

TYPICAL OPERATING PROCEDURES

Polarity ⁽²⁾	Current (Amps)		
	1/8 in (3.2 mm)	5/32 in (4.0 mm)	3/16 in (4.8 mm)
DC+	100 - 140	130 - 180	210 - 250
AC	110 - 150	140 - 200	230 - 270

⁽¹⁾Composition and properties depend upon dilution. Single layer deposit properties depend upon base metal and/or build-up material. ⁽²⁾Preferred polarity is listed first.

NOTE: The deposit is not machinable or forgeable. Cooling rate does not significantly influence abrasion resistance. Deposit will usually cross check.

If more than two-layer build-up is required, use Wearshield® 15CrMn (preferred), Wearshield® BU or Wearshield® BU30 for the preliminary layer or layers under Wearshield® 60. On manganese steel, use Wearshield® Mangjet® or Wearshield® 15CrMn as build-up. Preheat is not generally necessary except to be sure that work is in room temperature range 25° - 45°C (75° - 100°F). However, preheat of 120° - 200°C (250° - 400°F) may be necessary to prevent heat affected zone cracking on high carbon steel or low alloy steel base metals. If more than two layers must be used, or if cross checks must be eliminated, preheat to 650°C (1200°F).

Prolonged or repeated heating of manganese steel base metal over 260°C (500°F) can cause embrittlement and spalling. Avoid base metal embrittlement by:

- Limiting the temperature 260°C (500°F) at distances of 13 mm (1/2 in) away from the weld.
- Minimizing the time at elevated temperatures.

The correct welding technique is a vertical electrode with a 3.2 - 4.8 mm (1/8 - 3/16 in) arc length. The large ball on the end of the electrode should never touch the puddle. This technique will give a smooth transfer, low spatter and smooth bead.

Safety Data Sheets (SDS) and Certificates of Conformance are available on our website at www.lincolnelectric.com

FUMES AND GASES can be hazardous to your health.

- Fumes from the normal use of this product contain significant quantities of potentially hazardous compounds. See consumable product label/insert.
- Keep your head out of the fumes.
- Use enough ventilation and local exhaust to keep fumes and gases from your breathing zone and the general area.
- An approved respirator should be used unless exposure assessments are below applicable exposure limits.

TEST RESULTS

Test results for mechanical properties, deposit or electrode composition and diffusible hydrogen levels were obtained from a weld produced and tested according to prescribed standards, and should not be assumed to be the expected results in a particular application or weldment. Actual results will vary depending on many factors, including, but not limited to, weld procedure, plate chemistry and temperature, weldment design and fabrication methods. Users are cautioned to confirm by qualification testing, or other appropriate means, the suitability of any welding consumable and procedure before use in the intended application.

CUSTOMER ASSISTANCE POLICY

The Lincoln Electric Company is manufacturing and selling high quality welding equipment, consumables, and cutting equipment. Our challenge is to meet the needs of our customers and to exceed their expectations. On occasion, purchasers may ask Lincoln Electric for information or advice about their use of our products. Our employees respond to inquiries to the best of their ability based on information provided to them by the customers and the knowledge they may have concerning the application. Our employees, however, are not in a position to verify the information provided or to evaluate the engineering requirements for the particular weldment. Accordingly, Lincoln Electric does not warrant or guarantee or assume any liability with respect to such information or advice. Moreover, the provision of such information or advice does not create, expand, or alter any warranty on our products. Any express or implied warranty that might arise from the information or advice, including any implied warranty of merchantability or any warranty of fitness for any customers' particular purpose is specifically disclaimed.

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THE LINCOLN ELECTRIC COMPANY
22801 St. Clair Avenue ■ Cleveland, OH ■ 44117-1199 ■ U.S.A.
Phone: +1.216.481.8100 ■ www.lincolnelectric.com



WEARSHIELD® 60

Severe Abrasion

KEY FEATURES

- Designed to resist severe abrasion
- It exhibits higher alloy and higher abrasion resistance than Wearshield® ABR, Wearshield® 44 or Wearshield® ME
- Can be used on carbon, low alloy, stainless, and manganese steels
- Deposits consist of primary carbides in a matrix of austenite-carbide eutectic
- Deposits should be limited to two layers

TYPICAL APPLICATIONS

- Conveyor screws
- Grader blades
- Crusher rolls, plates and jaws
- Sleeves
- Brick and coke machinery

WELDING POSITIONS

Flat & Horizontal

DIAMETERS / PACKAGING

Diameter in (mm)	Length in (mm)	10 lb (4.5 kg) Carton 40 lb (18.1 kg) Master Carton
1/8 (3.2)	14 (350)	ED022010
5/32 (4.0)	14 (350)	ED022011
3/16 (4.8)	14 (350)	ED022012

MECHANICAL PROPERTIES⁽¹⁾

Rockwell Hardness (R _C)		
1 Layer		2 Layers
57 - 60		60 - 62

DEPOSIT COMPOSITION⁽¹⁾

On Carbon Steel	%C	%Mn	%Si	%Cr	%Mo	%V
2 Layers	5.0	0.80	1.0	23.0	2.3	0.6

TYPICAL OPERATING PROCEDURES

Polarity ⁽²⁾	Current (Amps)		
	1/8 in (3.2 mm)	5/32 in (4.0 mm)	3/16 in (4.8 mm)
DC+	100 - 140	130 - 180	210 - 250
AC	110 - 150	140 - 200	230 - 270

⁽¹⁾ Composition and properties depend upon dilution. Single layer deposit properties depend upon base metal and/or build-up material. ⁽²⁾ Preferred polarity is listed first.

NOTE: The deposit is not machinable or forgeable. Cooling rate does not significantly influence abrasion resistance. Deposit will usually cross check.

If more than two-layer build-up is required, use Wearshield® 15CrMn (preferred), Wearshield® BU or Wearshield® BU30 for the preliminary layer or layers under Wearshield® 60. On manganese steel, use Wearshield® Manglet® or Wearshield® 15CrMn as build-up. Preheat is not generally necessary except to be sure that work is in room temperature range 25° - 45°C (75° - 100°F). However, preheat of 120° - 200°C (250° - 400°F) may be necessary to prevent heat affected zone cracking on high carbon steel or low alloy steel base metals. If more than two layers must be used, or if cross checks must be eliminated, preheat to 650°C (1200°F).

Prolonged or repeated heating of manganese steel base metal over 260°C (500°F) can cause embrittlement and soiling. Avoid base metal embrittlement by:

- Limiting the temperature 260°C (500°F) at distances of 13 mm (1/2 in) away from the weld.
- Minimizing the time at elevated temperatures.

The correct welding technique is a vertical electrode with a 3.2 - 4.8 mm (1/8 - 3/16 in) arc length. The large ball on the end of the electrode should never touch the puddle. This technique will give a smooth transfer, low spatter and smooth bead.

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SAFETY DATA SHEET

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Trade Name: Sheet Steel

CAS Number: Not applicable

Synonyms: Hot Band, Cold Rolled, Hot Roll Pickled, Galvanized, Galvanneal

Use/Description: Steel for thin gauge products and sheet steel for Castrip®

Company Identification:	24 Hour Contact – CHEMTREC 1-800-424-9300
Nucor Steel – Arkansas 7301 E. County Road 142 Blytheville, AR 72315	Safety Officer [8:00 am – 5:00 pm]: 1-(870) 762-2100
Nucor Castrip Arkansas, LLC 6061 E. State Highway 18 Blytheville, Arkansas 72315	Safety Officer [8:00 am – 5:00 pm]: 1-(870) 762-5500
Nucor Steel – Berkeley 1455 Hagan Avenue Huger, SC 29450	Safety Officer [8:00 am – 5:00 pm]: 1-(843) 336-6000
Nucor Steel Decatur, LLC 4301 Iverson Boulevard Trinity, AL 35673	Safety Officer [8:00 am – 5:00 pm]: 1-(256) 301-3500
Nucor Steel – Indiana 4537 South Nucor Road Crawfordsville, IN 47933	Safety Officer [8:00 am – 5:00 pm]: 1-(765) 364-1323
Nucor Castrip Indiana 4537 South Nucor Road Crawfordsville, IN 47933	Safety Officer [8:00 am – 5:00 pm]: 1-(765) 364-1323
Nucor Steel Gallatin 4831 U.S. Hwy 42 West Ghent, KY 41045	Safety Officer [8:00 am – 5:00 pm]: 1-(859) 567-3100
Nucor Steel – Tuscaloosa, Inc. 1700 Holt Road, NE Tuscaloosa, Alabama 35404	Safety Officer [8:00 am – 5:00 pm]: 1-(205) 556-1310

For general product information, contact facility as listed above. For emergencies, use the 24 Hour Contact.

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

STEEL PRODUCTS AS SOLD BY NUCOR ARE NOT HAZARDOUS PER OSHA GHS 29 CFR 1910, 1915, 1926. However, individual customer processes, (such as welding, sawing, brazing, grinding, abrasive blasting, and machining) may result in the formation of fumes, dust (combustible or otherwise), and/or particulate that may present the following hazards:

Sheet Steel

OSHA Hazards: Carcinogen
Skin Sensitizer
Target Organ Effect – Lungs

GHS Classification: Carcinogenicity (Category 2)
Skin Sensitization (Category 1)
Specific Target Organ Toxicity-Repeated Exposure (Category 1)

Pictogram(s):



Signal Word: Danger

Hazard Statement(s)

H317: Dust/fumes may cause an allergic skin reaction.

H351: Dust/fumes suspected of causing cancer via inhalation.

H372: Inhalation of dust/fumes causes damage to respiratory tract through prolonged or repeated exposure

Precautionary Statement(s)

P202: Do not handle until all safety precautions have been read and understood.

P261: Avoid breathing dust/fumes.

P281: Use personal protective equipment as required.

P308+P313: If exposed or concerned: Get medical advice/attention.

Potential Health Effects

Eye Contact

Dusts or particulates may cause mechanical irritation including pain, tearing, and redness. Scratching of the cornea can occur if eye is rubbed. Fumes may be irritating. Contact with the heated material may cause thermal burns.

Skin Contact

Dusts or particulates may cause mechanical irritation due to abrasion. Coated steel may cause skin irritation in sensitive individuals (see Section 16 for additional information.) Some components in this product are capable of causing an allergic reaction, possibly resulting in burning, itching and skin eruptions. Contact with heated material may cause thermal burns.

Inhalation

Dusts may cause irritation of the nose, throat, and lungs. Excessive inhalation of metallic fumes and dusts may result in metal fume fever, an influenza-like illness. It is characterized by a sweet or metallic taste in the mouth, accompanied by dryness and irritation of the throat, cough, shortness of breath, pulmonary edema, general malaise, weakness, fatigue, muscle and joint pains, blurred vision, fever and chills. Typical symptoms last from 12 to 48 hours.

Ingestion

Not expected to be acutely toxic via ingestion based on the physical and chemical properties of the product. Swallowing of excessive amounts of the dust may cause irritation, nausea, and diarrhea.

Potential Fire and Explosion Hazards

Under normal conditions, steel products do not present fire or explosion hazards, and dust generated by handling steel products is oxidized and not combustible. Processing of steel product by some individual customers may produce potentially combustible dust that may represent a fire or explosion hazard.

Sheet Steel

Chronic or Special Toxic Effects

Repeated exposure to fine dusts may inflame the nasal mucosa and cause changes to the lung. In addition, a red-brown pigmentation of the eye and/or skin may occur. Welding fumes have been associated with adverse health effects. Contains components that may cause cancer or reproductive effects. The following components are listed by NTP, OSHA, or IARC as carcinogens: Nickel, chromium (hexavalent), cobalt, lead, cadmium, antimony (trioxide), arsenic, and beryllium. See Section 11, for additional, specific information on effects noted above.

Target Organs

Overexposure to specific components of this product that are generated in dusts or fumes may cause adverse effects to the following organs or systems: eyes, skin, liver, kidney, central nervous system, cardiovascular system, respiratory system.

Medical Conditions Aggravated by Exposure

Diseases of the skin such as eczema may be aggravated by exposure. Also, disorders of the respiratory system including asthma, bronchitis, and emphysema. Long-term inhalation exposure to agents that cause pneumoconiosis (e.g. dust) may act synergistically with inhalation of oxide fumes or dusts of this product.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Components		CAS No.	% Weight	Exposure Limits			
				ACGIH TLV (mg/m ³)		OSHA PEL (mg/m ³)	
Base Metal:							
Iron	(Fe)	7439-89-6	Balance	5	Oxide Dust/Fume	10	Oxide Dust/Fume
Alloying Elements							
Aluminum	(Al)	7429-90-5	0-3.0	10	Dust	15	Dust
				5	Fume	5	Respirable fraction
Antimony	(Sb)	7440-36-0	<0.9	0.5	As Antimony	0.5	As Antimony
Arsenic	(As)	7440-38-2	<0.09	0.01	As Arsenic (A1 Carcinogen)	0.01	As Arsenic
Beryllium	(Be)	7440-41-7	<0.09	0.002	As Beryllium (A1 Carcinogen)	0.002	As Beryllium
				0.01	As Beryllium (STEL)	0.005	As Beryllium (Ceiling)
Boron	(B)	7440-42-8	<1.1	10	Oxide Dust	15	Oxide Dust
Cadmium	(Cd)	7440-43-9	<0.01	0.01	As Cadmium (A2 Carcinogen)	0.005	As Cadmium
				0.002	Respirable fraction	0.0025	As Cadmium (Action Level)
Calcium	(Ca)	1305-78-8	<0.9	2	Oxide Dust	5	Oxide Dust
Carbon	(C)	7440-44-0	<1.0		Not Established		Not Established
Chromium	(Cr)	7440-47-3	0.01-12.5	0.5	Metal	1	Metal
Cobalt	(Co)	7440-48-4	<0.09	0.02	As Cobalt (A3 Carcinogen)	0.1	Metal/Dust/Fume
Copper	(Cu)	7440-50-8	<3.5	1	Dust	1	Dust
				0.2	Fume	0.1	Fume
Lead	(Pb)	7439-92-1	0.0-0.04	0.05	Dust / Fume (A3 Carcinogen)	0.05	Dust / Fume
Magnesium	(Mg)	7439-95-4	<0.9		Not Established		Not Established
Manganese	(Mn)	7439-96-5	<16.0	0.2	Elemental Mn and Inorg Compounds	5	Fume (Ceiling)

Sheet Steel

Components		CAS No.	% Weight	Exposure Limits			
				ACGIH TLV (mg/m ³)		OSHA PEL (mg/m ³)	
Molybdenum	(Mo)	7439-98-7	<1.1	10	Insoluble Compounds	15	Insoluble Compounds
Niobium	(Nb)	7440-03-1	<0.9		Not Established		
Nickel	(Ni)	7440-02-0	0.01-3.0	1.5	Metal	1	Metal and Insoluble Compounds
Nitrogen	(N)	7727-37-9	<0.9		Simple Asphyxiant		Simple Asphyxiant
Phosphorus	(P)	7723-14-0	<0.9	0.1	Phosphorus	0.1	Phosphorus
Selenium	(Se)	7782-49-2	<0.9	0.2	Selenium	0.2	Selenium
Silicon	(Si)	7440-21-3	0.0-5.0	10	Dust	15	Dust
Sulfur	(S)	7446-09-05	<0.9	5.2 13	Sulfur Dioxide Sulfur Dioxide (STEL)	13	Sulfur Dioxide
Tin	(Sn)	7440-31-5	<0.9	2	Metal, Oxide and Inorganic Compounds	2	Inorganic Compounds
Titanium	(Ti)	7440-32-6	<0.9		Not Established		Not Established
Tungsten	(W)	7440-33-7	<0.9	5 10	Insoluble Compounds as W Insoluble Compounds as W (STEL)		Not Established
Vanadium	(V)	7440-62-2	<0.9	0.05	Oxide Dust/Fume	0.5 0.1	Oxide Dust (Ceiling) Oxide Fume (Ceiling)
Zinc	(Zn)	7440-66-6	0.0-0.1	10 5 10	Oxide Dust Oxide Fume Oxide Fume (STEL)	5 10	Oxide Fume Oxide Dust
<u>Coatings and Finishing Treatments:</u>							
Hydrochloric Acid	(HCl)	7647-01-0	<3				
Petroleum, Natural or Synthetic oils	Mixture		<0.1	5	Mist	5	Mist
Anhydrous Potassium Hydroxide		1310-58-3	<0.01	2	Ceiling	2	Ceiling
Glycine,nn-1,2-ethanediybis		60-00-4	<0.01				
Polyalkylene glycol		Mixture	<0.01				
Sodium nitrite		7632-00-0	<0.01				
Zinc (galvanized/galvanneal)		7440-66-6	0.4 - 10	10 5 10	Oxide Dust Oxide Fume Oxide Fume (STEL)	5 10	Oxide Fume Oxide Dust

NOTE: No permissible exposure limits (PEL) or threshold limit values (TLV) exist for steel over all. The above listing is a summary of elements used in normal Nucor Steel Products. Various grades of steel will contain different combinations of these elements and/or trace materials. Exact specifications for specific products may be available upon request.

4. FIRST AID MEASURES

Eye Contact- In case of overexposure to dusts or fumes, immediately flush eyes with plenty of water for at least 15 minutes occasionally lifting the eye lids. Get medical attention if irritation persists. Thermal burns should be treated as medical emergencies.

Skin Contact - In case of overexposure to dusts or particulates, wash with soap and plenty of water. Get medical attention if irritation develops or persists. If thermal burn occurs, flush area with cold water and get immediate medical attention.

Inhalation - In case of overexposure to dusts or fumes, remove to fresh air. Get immediate medical attention if symptoms described in this SDS develop.

Ingestion - Not considered an ingestion hazard. However, if excessive amounts of dust or particulates are swallowed, treat symptomatically and supportively. Get medical attention.

Notes to Physician - Inhalation of metal fume or metal oxides may produce an acute febrile state, with cough, chills, weakness, and general malaise, nausea, vomiting, muscle cramps, and remarkable leukocytosis. Treatment is symptomatic, and condition is self limited in 24-48 hours. Chronic exposure to dusts may result in pneumoconiosis of mixed type.

5. FIRE FIGHTING MEASURES

Flash Point (Method) - Not applicable

Flammable Limits (% volume in air) - Not applicable

Auto ignition Temperature - Not applicable

Extinguishing Media - For molten metal, use dry powder or sand. For steel dust use or dry sand, water, foam, argon or nitrogen.

Special Fire Fighting Procedures - Do not use water on molten metal. Do not use Carbon Dioxide (CO₂). Firefighters should not enter confined spaces without wearing NIOSH/MSHA approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.

Unusual Fire or Explosion Hazards - Steel products do not present fire or explosion hazards under normal conditions. Any non-oxidized fine metal particles/ dust generated by grinding, sawing, abrasive blasting, or individual customer processes may produce materials that the customer should test for combustibility and other hazards in accordance with applicable regulations. High concentrations of combustible metallic fines in the air may present an explosion hazard.

6. ACCIDENTAL RELEASE MEASURES

Precautions if Material is Spilled or Released - Emergency response is unlikely unless in the form of combustible dust. Avoid inhalation, eye, or skin contact of dusts by using appropriate precautions outlined in this SDS (see section 8). Fine turnings and small chips should be swept or vacuumed and placed into appropriate disposable containers. Keep fine dust or powder away from sources of ignition. Scrap should be reclaimed for recycling. Prevent materials from entering drains, sewers, or waterways.

Fire and Explosion Hazards - Some customer processes may generate combustible dust that may require specific precautions when cleaning spills or releases of dust.

Environmental Precautions - Some grades of steel may contain reportable quantities of alloying elements. See Section 15 for additional information.

Waste Disposal Methods - Dispose used or unused product in accordance with applicable Federal, State, and Local regulations. Please recycle.

7. HANDLING AND STORAGE

Storage Temperatures - Stable under normal temperatures and pressures.

Sheet Steel

Precautions to be Taken in Handling and Storing - Store away from strong oxidizers. Dusts and/or powders, alone, or combined with process specific fluids, may form explosive mixtures with air. Applicable Federal, state and local laws and regulations may require testing dust generated from processing of steel products to determine if it represents a fire or explosion hazard and to determine appropriate protection methods. Avoid breathing dusts or fumes.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Operations with potential for generating high concentrations of airborne particulates or fumes should be evaluated and controlled as necessary.

Eye Protection - Use safety glasses. Dust resistant safety goggles are recommended under circumstances where particles could cause mechanical injury such as grinding or cutting. Face shield should be used when welding or cutting.

Skin - Appropriate protective gloves should be worn as necessary. Good personal hygiene practices should be followed including cleansing exposed skin several times daily with soap and water, and laundering or dry cleaning soiled work clothing.

Respiratory Protection - NIOSH/MSHA approved dust/fume/mist respirator should be used to avoid excessive exposure. See Section 3 for component material information exposure limits. If such concentrations are sufficiently high that this respirator is inadequate, or high enough to cause oxygen deficiency, use a positive pressure self-contained breathing apparatus (SCBA). Follow all applicable respirator use, fitting, and training standards and regulations.

Ventilation - Provide general and/or local exhaust ventilation to control airborne levels of dust or fumes below exposure limits.

Exposure Guidelines - No permissible exposure limits (PEL) or threshold limit values (TLV) exist for steel. See Section 3 for component materials. Various grades of steel will contain different combinations of these elements. Trace elements may also be present in minute amounts.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odor – Silver grey to grey black with metallic luster.

Boiling Point - Not applicable

Melting Point - Approximately 2800°F

pH - Not applicable

Specific Gravity (at 15.6°C) - Not applicable

Density (at 15.6 °C) - Not applicable

Vapor Pressure - Not applicable

Vapor Density (air = 1) - Not applicable %

Volatile, by Volume - Not applicable

Solubility in Water - Insoluble.

Evaporation Rate (Butyl Acetate = 1) - Not applicable

Other Physical and Chemical Data - None

10. STABILITY AND REACTIVITY

Stability - Stable

Conditions to Avoid - Steel at temperatures above the melting point may liberate fumes containing oxides of iron and alloying elements. Avoid generation of airborne fume.

Hazardous Polymerization - Will not occur.

Incompatibility (Materials to Avoid) - Reacts with strong acids to form hydrogen gas. Do not store near strong oxidizers.

Hazardous Decomposition Products - Metallic fumes may be produced during welding, burning, grinding, and possibly machining or any situation with the potential for thermal decomposition. Refer to ANSI Z49.1

11. TOXICOLOGICAL INFORMATION

The primary component of this product is iron. Long-term exposure to iron dusts or fumes can result in a condition called siderosis which is considered to be a benign pneumoconiosis. Symptoms may include chronic bronchitis, emphysema, and shortness of breath upon exertion. Penetration of iron particles in the skin or eye may cause an exogenous or ocular siderosis which may be characterized by a red-brown pigmentation of the affected area. Ingestion overexposures to iron may affect the gastrointestinal, nervous, and hematopoietic system and the liver. Iron and steel founding, but not iron or iron oxide, has been listed as carcinogenic (Group 1) by IARC.

When this product is welded, fumes are generated. Welding fumes may be different in composition from the original welding product, with the chief component being ordinary oxides of the metal being welded. Chronic health effects (including cancer) have been associated with the fumes and dusts of individual component metals (see above), and welding fumes as a general category have been listed by IARC as a carcinogen (Group 2B). There is also limited evidence that welding fumes may cause adverse reproductive and fetal effects. Evidence is stronger where welding materials contain known reproductive toxins, e.g., lead which may be present in the coating material of this product.

Breathing fumes or dusts of this product may result in metal fume fever, which is an illness produced by inhaling metal oxides. These oxides are produced by heating various metals including cadmium, zinc, magnesium, copper, antimony, nickel, cobalt, manganese, tin, lead, beryllium, silver, chromium, aluminum, selenium, iron, and arsenic. The most common agents involved are zinc and copper.

This product may contain small amounts of manganese. Prolonged exposure to manganese dusts or fumes is associated with "manganism", a Parkinson-like syndrome characterized by a variety of neurological symptoms including muscle spasms, gait disturbances, tremors, and psychoses.

This product may contain small amounts of cadmium. Primary target organs for cadmium overexposure are the lung and the kidney. Because of its cumulative nature, chronic cadmium poisoning can cause serious disease which takes many years to develop and may continue to progress despite cessation of exposure. Progression of the disease may not reflect current exposure conditions. It is also capable of causing a painful osteomalacia called "Itai-Itai" in postmenopausal women, and has caused developmental effects and/or reproductive effects in male and female animals. Cadmium is a listed carcinogen by NTP, OSHA, and IARC (Group 1).

This product may contain small amounts of chromium. Prolonged and repeated overexposure to chromium dusts or fumes may cause skin ulcers, nasal irritation and ulceration, kidney damage and cancer of the respiratory system. Chromium is skin sensitizer. Cancer is generally attributed to the hexavalent (+6) form of chromium which is listed as a carcinogen by NTP and IARC (Group 1).

This product may contain small amounts of nickel. Prolonged and repeated contact with nickel may cause sensitization dermatitis. Inhalation of nickel compounds has caused lung damage as well as sinus, nasal and lung cancer in laboratory animals. Nickel is a listed carcinogen by NTP and IARC (Group 1).

This product may contain small amounts of vanadium. Adverse effects from dermal, inhalation or parenteral exposure to various vanadium compounds have been reported. The major target for vanadium pentoxide toxicity is the respiratory tract. Fumes or dust can cause severe eye and respiratory irritation, and systemic effects. Chronic bronchitis, green tongue, conjunctivitis, pharyngitis, rhinitis, rales, chronic productive cough, and tightness of the chest have been reported following overexposure. Allergic reactions resulting from skin and inhalation exposures have also been reported. A statistical association between vanadium air levels and lung cancer has been suggested, but vanadium currently is not regarded as a human carcinogen.

Sheet Steel

This product may contain small amounts of lead. Lead can accumulate in the body. Consequently, exposure to fumes or dust may produce signs of polyneuritis, diminished vision and peripheral neuropathy, such as tingling and loss of feeling in fingers, arms and legs. Lead is a known reproductive and developmental toxin. It is also associated with central nervous system disorders, anemia, kidney dysfunction and neurobehavioral abnormalities. The brain is a major target organ for lead exposure. Elemental lead is listed as an IARC 2B carcinogen.

The product may contain small amounts of copper. Copper dust and fumes can irritate the eyes, nose and throat causing coughing, wheezing, nosebleeds, ulcers and metal fume fever. Other effects from repeated inhalation of copper fumes include a metallic or sweet taste, and discoloration of skin, teeth or hair. Copper also may cause an allergic skin reaction. Overexposure to copper can affect the liver.

12. ECOLOGICAL INFORMATION

Aquatic Ecotoxicological Data - No specific information available on this product.

Environmental Fate Data - No specific information available on this product.

13. DISPOSAL CONSIDERATIONS

Recovery and reuse, rather than disposal, should be the ultimate goal of handling efforts. Dispose in accordance with federal, state, and local health and environmental regulations. Prevent materials from entering drains, sewers, or waterways.

14. TRANSPORT INFORMATION

DOT Proper Shipping Name - Not regulated

DOT Hazard Classification - Not regulated

UN/NA Number - Not applicable

DOT Packing Group - Not applicable

Labeling Requirements - Not applicable

Placards - Not applicable

DOT Hazardous Substance - Not applicable

DOT Marine Pollutant - Not applicable

15. REGULATORY INFORMATION

This product is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200. However, dusts and fumes from this product may be combustible or hazardous and require protection to comply with applicable Federal, state and local laws and regulations.

California Proposition 65: This product contains chemicals (antimony [oxide], arsenic, beryllium, chromium [hexavalent], cobalt, cadmium, lead, nickel) known to the State of California to cause cancer and chemicals (cadmium, lead) known to the State of California to cause birth defects or other reproductive harm.

Massachusetts Substance List: Aluminum, Antimony, Arsenic, Beryllium, Boron, Cadmium, Chromium, Cobalt, Copper, Hydrochloric acid, Lead, Magnesium, Manganese, Molybdenum, Nickel, Nitrogen, Phosphorus, Selenium, Silicon, Sulfur, Tin, Titanium, Tungsten, Vanadium, Zinc

Pennsylvania Hazardous Substance List: Aluminum, Antimony, Arsenic, Beryllium, Boron, Cadmium, Chromium, Cobalt, Copper, Hydrochloric acid, Lead, Magnesium, Manganese, Molybdenum, Nickel, Nitrogen, Phosphorus, Selenium, Silicon, Sulfur, Tin, Titanium, Tungsten, Vanadium, Zinc

Sheet Steel

New Jersey Hazardous Substance List: Aluminum, Antimony, Arsenic, Beryllium, Boron, Cadmium, Chromium, Cobalt, Copper, Hydrochloric acid, Lead, Magnesium, Manganese, Molybdenum, Nickel, Nitrogen, Phosphorus, Selenium, Silicon, Sulfur, Tin, Titanium, Tungsten, Vanadium, Zinc

Toxic Substances Control Act (TSCA)

Components of this product are listed on the TSCA Inventory.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)

Steel is not reportable, however, it contains hazardous substances that may be reportable if released in pieces with diameters less than or equal to 0.004 inches (RQ marked with a “**”).

<u>Chemical Name</u>	<u>Reportable Quantity (in lb)</u>
Antimony	5000*
Arsenic	1*
<u>Chemical Name</u>	<u>Reportable Quantity (in lb)</u>
Beryllium	10*
Cadmium	10*
Chromium	5000*
Copper	5000*
Lead	10*
Nickel	100*
Phosphorus	1
Selenium	100*
Zinc	1000*

Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III

SECTION 311/312 HAZARD CATEGORIES: Immediate Health Effect, Delayed Health Effect

This product contains the following EPCRA Section 313 chemicals subject to the reporting requirements of section 313 of the Emergency Planning and Community Right – To – Know Act of 1986 (40 CFR 372):

SECTION 313 REPORTABLE INGREDIENTS:

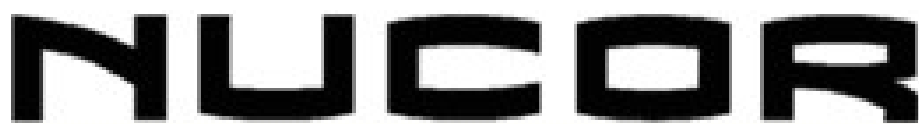
<u>Chemical Name</u>	<u>CAS Number</u>	<u>Concentration (% by weight)</u>	<u>Reportable</u>
Aluminum	7429-90-5	0.0-0.01 Some grades up to 3.0%	Yes –Greater than 1%
Antimony	7440-36-0	<0.9	No – Less than 1%
Arsenic	7440-38-2	<0.09	No – Less than 0.1%
Beryllium	7440-41-7	<0.09	No – Less than 0.1%
Cadmium	7440-43-9	<0.01	No – Less than 0.1%
Chromium	7440-47-3	0.01-1.0 Some grades up to 12.5%	Yes – Greater than 0.1%
Cobalt	7440-48-4	<0.09	No – Less than 0.1%
Copper	7440-50-8	<0.9 Some grades up to 3.5%	Yes –Greater than 1%
Lead	7439-92-1	0.0-0.04	Yes
Manganese	7439-96-5	0.2-2 Some grades up to 16.0%	Yes – Greater than 1%
Nickel	7440-02-0	0.01-0.1 Some grades up to 3.0%	Yes – Greater than 0.1%
Phosphorus	7723-14-0	<0.9	No – Less than 1%
Selenium	7782-49-2	<0.9	No – Less than 1%
Vanadium	7440-62-2	<0.9	No – Less than 1%
Zinc	7440-66-6	<0.01	No – Less than 1%

Sheet Steel

Concentrations based on analytical data and process knowledge of typical products distributed by the facility.

16. OTHER INFORMATION

This SDS covers Nucor product as delivered from the Nucor facility, but does not include chemicals that may be applied by subsequent handlers and/or distributors of this product. This could include a variety of materials including oils, paints, galvanization, etc. that are not included in this SDS. Additionally, specialty orders may require application of coating material not listed in this SDS. SDSs for any Nucor-applied specialty coating will be provided separately. During welding, precautions should be taken for airborne contaminants that may originate from components of the welding rod. Arc or spark generated when welding or burning could be a source of ignition for combustible and/or flammable materials. The information in this Safety Data Sheet (SDS) was obtained from sources which we believe are reliable; however, the information is provided without any representation or warranty, expressed or implied, regarding the accuracy or correctness. The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage, or expense arising out of or in any way connected with the handling, storage, use, or disposal of this product.



SAFETY DATA SHEET

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Trade Name: Carbon and Alloy Steels

CAS Number: Not applicable

Synonyms: Steels

Use/Description: Plate products

Company Identification:	24 Hour Contact – CHEMTREC 1-800-424-9300
Nucor Steel Hertford County PO Box 279 Winton, North Carolina 27986	Safety Officer [8:00 am – 5:00 pm]: 1-252-356-3929
Nucor Steel Tuscaloosa, Inc. 1700 Holt Road, N.E. Tuscaloosa, Alabama 35404	Safety Officer [8:00 am – 5:00 pm]: 1-205-562-1244
Nucor Steel Longview LLC 5400 W. Loop 281, Bldg 52 Longview, TX 75603	Safety Officer [8:00 am – 5:00 pm]: 1-903-653-1647

For general product information, contact facility as listed above. For emergencies, use the 24 Hour Contact.

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

STEEL PRODUCTS AS SOLD BY NUCOR ARE NOT HAZARDOUS PER OSHA GHS 29 CFR 1910, 1915, 1926. However, individual customer processes, (such as welding, sawing, brazing, grinding, abrasive blasting, and machining) may result in the formation of fumes, dust (combustible or otherwise), and/or particulate that may present the following hazards:

OSHA Hazards: Carcinogen
Skin Sensitizer
Target Organ Effect – Lungs

GHS Classification: Carcinogenicity (Category 2)
Skin Sensitization (Category 1)
Specific Target Organ Toxicity-Repeated Exposure (Category 1)

Pictogram(s):



Signal Word: Danger

Hazard Statement(s)

H317: Dust/fumes may cause an allergic skin reaction.

H351: Dust/fumes suspected of causing cancer via inhalation.

Carbon and Alloy Steels

H372: Inhalation of dust/fumes causes damage to respiratory tract through prolonged or repeated exposure

Precautionary Statement(s)

P202: Do not handle until all safety precautions have been read and understood.

P261: Avoid breathing dust/fumes.

P281: Use personal protective equipment as required.

P308+P313: If exposed or concerned: Get medical advice/attention.

Potential Health Effects

Eye Contact

Dusts or particulates may cause mechanical irritation including pain, tearing, and redness. Scratching of the cornea can occur if eye is rubbed. Fumes may be irritating. Contact with the heated material may cause thermal burns.

Skin Contact

Dusts or particulates may cause mechanical irritation due to abrasion. Coated steel may cause skin irritation in sensitive individuals (see Section 16 for additional information.) Some components in this product are capable of causing an allergic reaction, possibly resulting in burning, itching and skin eruptions. Contact with heated material may cause thermal burns.

Inhalation

Dusts may cause irritation of the nose, throat, and lungs. Excessive inhalation of metallic fumes and dusts may result in metal fume fever, an influenza-like illness. It is characterized by a sweet or metallic taste in the mouth, accompanied by dryness and irritation of the throat, cough, shortness of breath, pulmonary edema, general malaise, weakness, fatigue, muscle and joint pains, blurred vision, fever and chills. Typical symptoms last from 12 to 48 hours.

Ingestion

Not expected to be acutely toxic via ingestion based on the physical and chemical properties of the product. Swallowing of excessive amounts of the dust may cause irritation, nausea, and diarrhea.

Potential Fire and Explosion Hazards

Under normal conditions, steel products do not present fire or explosion hazards, and dust generated by handling steel products is oxidized and not combustible. Processing of steel product by some individual customers may produce potentially combustible dust that may represent a fire or explosion hazard.

Chronic or Special Toxic Effects

Repeated exposure to fine dusts may inflame the nasal mucosa and cause changes to the lung. In addition, a red-brown pigmentation of the eye and/or skin may occur. Welding fumes have been associated with adverse health effects. Contains components that may cause cancer or reproductive effects. The following components are listed by NTP, OSHA, or IARC as carcinogens: Nickel, chromium (hexavalent), cobalt, lead, cadmium, antimony (trioxide), arsenic, and beryllium. See Section 11, for additional, specific information on effects noted above.

Target Organs

Overexposure to specific components of this product that are generated in dusts or fumes may cause adverse effects to the following organs or systems: eyes, skin, liver, kidney, central nervous system, cardiovascular system, respiratory system.

Medical Conditions Aggravated by Exposure

Diseases of the skin such as eczema may be aggravated by exposure. Also, disorders of the respiratory system including asthma, bronchitis, and emphysema. Long-term inhalation exposure to agents that cause pneumoconiosis (e.g. dust) may act synergistically with inhalation of oxide fumes or dusts of this product.

Carbon and Alloy Steels

3. COMPOSITION/INFORMATION ON INGREDIENTS

Components		CAS No.	% Weight	Exposure Limits			
				ACGIH TLV (mg/m ³)		OSHA PEL (mg/m ³)	
Base Metal:							
Iron	(Fe)	7439-89-6	Balance	5	Oxide Dust/Fume	10	Oxide Dust/Fume
Alloying Elements							
Aluminum	(Al)	7429-90-5	0-0.10	10 5	Dust Fume	15 5	Dust Respirable fraction
Antimony	(Sb)	7440-36-0	<0.9	0.5	As Antimony	0.5	As Antimony
Arsenic	(As)	7440-38-2	<0.09	0.01	As Arsenic (A1 Carcinogen)	0.01	As Arsenic
Beryllium	(Be)	7440-41-7	<0.09	0.002 0.01	As Beryllium (A1 Carcinogen) As Beryllium (STEL)	0.002 0.005	As Beryllium As Beryllium (Ceiling)
Boron	(B)	7440-42-8	<0.9	10	Oxide Dust	15	Oxide Dust
Cadmium	(Cd)	7440-43-9	<0.01	0.01 0.002	As Cadmium (A2 Carcinogen) Respirable fraction	0.005 0.0025	As Cadmium As Cadmium (Action Level)
Calcium	(Ca)	1305-78-8	<0.9	2	Oxide Dust	5	Oxide Dust
Carbon	(C)	7440-44-0	<1.0		Not Established		Not Established
Chromium	(Cr)	7440-47-3	0.01-2.0	0.5	Metal	1	Metal
Cobalt	(Co)	7440-48-4	<0.09	0.02	As Cobalt (A3 Carcinogen)	0.1	Metal/Dust/Fume
Copper	(Cu)	7440-50-8	<1.5	1 0.2	Dust Fume	1 0.1	Dust Fume
Lead	(Pb)	7439-92-1	0.0-0.04	0.05	Dust / Fume (A3 Carcinogen)	0.05	Dust / Fume
Magnesium	(Mg)	7439-95-4	<0.9		Not Established		Not Established
Manganese	(Mn)	7439-96-5	0-2	0.2	Elemental Mn and Inorg Compounds	5	Fume (Ceiling)
Molybdenum	(Mo)	7439-98-7	<0.9	10	Insoluble Compounds	15	Insoluble Compounds
Niobium	(Nb)	7440-03-1	<0.9		Not Established		
Nickel	(Ni)	7440-02-0	0.01-3.5	1.5	Metal	1	Metal and Insoluble Compounds
Nitrogen	(N)	7727-37-9	<0.9		Simple Asphyxiant		Simple Asphyxiant
Phosphorus	(P)	7723-14-0	<0.9	0.1	Phosphorus	0.1	Phosphorus
Selenium	(Se)	7782-49-2	<0.9	0.2	Selenium	0.2	Selenium
Silicon	(Si)	7440-21-3	<0.9	10	Dust	15	Dust
Sulfur	(S)	7446-09-05	<0.9	5.2 13	Sulfur Dioxide Sulfur Dioxide (STEL)	13	Sulfur Dioxide
Tin	(Sn)	7440-31-5	<0.9	2	Metal, Oxide and Inorganic Compounds	2	Inorganic Compounds
Titanium	(Ti)	7440-32-6	<0.9		Not Established		Not Established

Carbon and Alloy Steels

Components	CAS No.	% Weight	Exposure Limits			
			ACGIH TLV (mg/m ³)		OSHA PEL (mg/m ³)	
Tungsten (W)	7440-33-7	<0.9	5	Insoluble Compounds as W		Not Established
			10	Insoluble Compounds as W (STEL)		
Vanadium (V)	7440-62-2	<0.9	0.05	Oxide Dust/Fume	0.5	Oxide Dust (Ceiling)
					0.1	Oxide Fume (Ceiling)
Zinc (Zn)	7440-66-6	0.0-0.01	10	Oxide Dust	5	Oxide Fume
			5	Oxide Fume	10	Oxide Dust
			10	Oxide Fume (STEL)		

NOTE: No permissible exposure limits (PEL) or threshold limit values (TLV) exist for steel. The above listing is a summary of elements used in alloying Nucor Steel Products. Various grades of steel will contain different combinations of these elements and/or trace materials. Exact specifications may be found by calling the division and asking for a specifications sheet.

4. FIRST AID MEASURES

Eye Contact- In case of overexposure to dusts or fumes, immediately flush eyes with plenty of water for at least 15 minutes occasionally lifting the eye lids. Get medical attention if irritation persists. Thermal burns should be treated as medical emergencies.

Skin Contact - In case of overexposure to dusts or particulates, wash with soap and plenty of water. Get medical attention if irritation develops or persists. If thermal burn occurs, flush area with cold water and get immediate medical attention.

Inhalation - In case of overexposure to dusts or fumes, remove to fresh air. Get immediate medical attention if symptoms described in this SDS develop.

Ingestion - Not considered an ingestion hazard. However, if excessive amounts of dust or particulates are swallowed, treat symptomatically and supportively. Get medical attention.

Notes to Physician - Inhalation of metal fume or metal oxides may produce an acute febrile state, with cough, chills, weakness, and general malaise, nausea, vomiting, muscle cramps, and remarkable leukocytosis. Treatment is symptomatic, and condition is self limited in 24-48 hours. Chronic exposure to dusts may result in pneumoconiosis of mixed type.

5. FIRE FIGHTING MEASURES

Flash Point (Method) - Not applicable

Flammable Limits (% volume in air) - Not applicable

Auto ignition Temperature - Not applicable

Extinguishing Media - For molten metal, use dry powder or sand. For steel dust use or dry sand, water, foam, argon or nitrogen.

Special Fire Fighting Procedures - Do not use water on molten metal. Do not use Carbon Dioxide (CO₂). Firefighters should not enter confined spaces without wearing NIOSH/MSHA approved positive pressure breathing apparatus (SCBA) with full face mask and full protective equipment.

Unusual Fire or Explosion Hazards - Steel products do not present fire or explosion hazards under normal conditions. Any non-oxidized fine metal particles/ dust generated by grinding, sawing, abrasive blasting, or individual customer processes may produce materials that the customer should test for combustibility and other hazards in accordance with applicable regulations. High concentrations of combustible metallic fines in the air may present an explosion hazard.

6. ACCIDENTAL RELEASE MEASURES

Precautions if Material is Spilled or Released - Emergency response is unlikely unless in the form of combustible dust. Avoid inhalation, eye, or skin contact of dusts by using appropriate precautions outlined in this SDS (see section 8). Fine turnings and small chips should be swept or vacuumed and placed into

Carbon and Alloy Steels

appropriate disposable containers. Keep fine dust or powder away from sources of ignition. Scrap should be reclaimed for recycling. Prevent materials from entering drains, sewers, or waterways. Specific standards and regulations may be applicable to materials generated by individual customer processes. As appropriate, these standards and regulations should be consulted for applicability.

Fire and Explosion Hazards

Some customer processes may generate combustible dust that may require specific precautions when cleaning spills or releases of dust.

Environmental Precautions - Some grades of steel may contain reportable quantities of alloying elements. See Section 15 for additional information.

Waste Disposal Methods - Dispose used or unused product in accordance with applicable Federal, State, and Local regulations. Please recycle.

7. HANDLING AND STORAGE

Storage Temperatures - Stable under normal temperatures and pressures.

Precautions to be Taken in Handling and Storing - Store away from strong oxidizers. Dusts and/or powders, alone, or combined with process specific fluids, may form explosive mixtures with air. Applicable Federal, state and local laws and regulations may require testing dust generated from processing of steel products to determine if it represents a fire or explosion hazard and to determine appropriate protection methods. Avoid breathing dusts or fumes.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Operations with potential for generating high concentrations of airborne particulates or fumes should be evaluated and controlled as necessary.

Eye Protection - Use safety glasses. Dust resistant safety goggles are recommended under circumstances where particles could cause mechanical injury such as grinding or cutting. Face shield should be used when welding or cutting.

Skin - Appropriate protective gloves should be worn as necessary. Good personal hygiene practices should be followed including cleansing exposed skin several times daily with soap and water, and laundering or dry cleaning soiled work clothing.

Respiratory Protection - NIOSH/MSHA approved dust/fume/mist respirator should be used to avoid excessive exposure. See Section 3 for component material information exposure limits. If such concentrations are sufficiently high that this respirator is inadequate, or high enough to cause oxygen deficiency, use a positive pressure self-contained breathing apparatus (SCBA). Follow all applicable respirator use, fitting, and training standards and regulations.

Ventilation - Provide general and/or local exhaust ventilation to control airborne levels of dust or fumes below exposure limits.

Exposure Guidelines - No permissible exposure limits (PEL) or threshold limit values (TLV) exist for steel. See Section 3 for component materials. Various grades of steel will contain different combinations of these elements. Trace elements may also be present in minute amounts.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance and Odor - Silver grey to grey black with metallic luster.

Boiling Point - Not applicable

Melting Point - Approximately 2800°F

pH - Not applicable

Specific Gravity (at 15.6°C) - Not applicable

Density (at 15.6 °C) - Not applicable

Vapor Pressure - Not applicable

Carbon and Alloy Steels

Vapor Density (air = 1) - Not applicable %

Volatile, by Volume - Not applicable

Solubility in Water - Insoluble.

Evaporation Rate (Butyl Acetate = 1) - Not applicable

Other Physical and Chemical Data - None

10. STABILITY AND REACTIVITY

Stability - Stable

Conditions to Avoid - Steel at temperatures above the melting point may liberate fumes containing oxides of iron and alloying elements. Avoid generation of airborne fume.

Hazardous Polymerization - Will not occur.

Incompatibility (Materials to Avoid) - Reacts with strong acids to form hydrogen gas. Do not store near strong oxidizers.

Hazardous Decomposition Products - Metallic fumes may be produced during welding, burning, grinding, and possibly machining or any situation with the potential for thermal decomposition. Refer to ANSI Z49.1

11. TOXICOLOGICAL INFORMATION

The primary component of this product is iron. Long-term exposure to iron dusts or fumes can result in a condition called siderosis which is considered to be a benign pneumoconiosis. Symptoms may include chronic bronchitis, emphysema, and shortness of breath upon exertion. Penetration of iron particles in the skin or eye may cause an exogenous or ocular siderosis which may be characterized by a red-brown pigmentation of the affected area. Ingestion overexposures to iron may affect the gastrointestinal, nervous, and hematopoietic system and the liver. Iron and steel founding, but not iron or iron oxide, has been listed as carcinogenic (Group 1) by IARC.

When this product is welded, fumes are generated. Welding fumes may be different in composition from the original welding product, with the chief component being ordinary oxides of the metal being welded. Chronic health effects (including cancer) have been associated with the fumes and dusts of individual component metals (see above), and welding fumes as a general category have been listed by IARC as a carcinogen (Group 2B). There is also limited evidence that welding fumes may cause adverse reproductive and fetal effects. Evidence is stronger where welding materials contain known reproductive toxins, e.g., lead which may be present in the coating material of this product.

Breathing fumes or dusts of this product may result in metal fume fever, which is an illness produced by inhaling metal oxides. These oxides are produced by heating various metals including cadmium, zinc, magnesium, copper, antimony, nickel, cobalt, manganese, tin, lead, beryllium, silver, chromium, aluminum, selenium, iron, and arsenic. The most common agents involved are zinc and copper.

This product may contain small amounts of manganese. Prolonged exposure to manganese dusts or fumes is associated with "manganism", a Parkinson-like syndrome characterized by a variety of neurological symptoms including muscle spasms, gait disturbances, tremors, and psychoses.

This product may contain small amounts of cadmium. Primary target organs for cadmium overexposure are the lung and the kidney. Because of its cumulative nature, chronic cadmium poisoning can cause serious disease which takes many years to develop and may continue to progress despite cessation of exposure. Progression of the disease may not reflect current exposure conditions. It is also capable of causing a painful osteomalacia called "Itai-Itai" in postmenopausal women, and has caused developmental effects and/or reproductive effects in male and female animals. Cadmium is a listed carcinogen by NTP, OSHA, and IARC (Group 1).

Carbon and Alloy Steels

This product may contain small amounts of chromium. Prolonged and repeated overexposure to chromium dusts or fumes may cause skin ulcers, nasal irritation and ulceration, kidney damage and cancer of the respiratory system. Chromium is skin sensitizer. Cancer is generally attributed to the hexavalent (+6) form of chromium which is listed as a carcinogen by NTP and IARC (Group 1).

This product may contain small amounts of nickel. Prolonged and repeated contact with nickel may cause sensitization dermatitis. Inhalation of nickel compounds has caused lung damage as well as sinus, nasal and lung cancer in laboratory animals. Nickel is a listed carcinogen by NTP and IARC (Group 1).

This product may contain small amounts of vanadium. Adverse effects from dermal, inhalation or parenteral exposure to various vanadium compounds have been reported. The major target for vanadium pentoxide toxicity is the respiratory tract. Fumes or dust can cause severe eye and respiratory irritation, and systemic effects. Chronic bronchitis, green tongue, conjunctivitis, pharyngitis, rhinitis, rales, chronic productive cough, and tightness of the chest have been reported following overexposure. Allergic reactions resulting from skin and inhalation exposures have also been reported. A statistical association between vanadium air levels and lung cancer has been suggested, but vanadium currently is not regarded as a human carcinogen.

This product may contain small amounts of lead. Lead can accumulate in the body. Consequently, exposure to fumes or dust may produce signs of polyneuritis, diminished vision and peripheral neuropathy, such as tingling and loss of feeling in fingers, arms and legs. Lead is a known reproductive and developmental toxin. It is also associated with central nervous system disorders, anemia, kidney dysfunction and neurobehavioral abnormalities. The brain is a major target organ for lead exposure. Elemental lead is listed as an IARC 2B carcinogen.

The product may contain small amounts of copper. Copper dust and fumes can irritate the eyes, nose and throat causing coughing, wheezing, nosebleeds, ulcers and metal fume fever. Other effects from repeated inhalation of copper fumes include a metallic or sweet taste, and discoloration of skin, teeth or hair. Copper also may cause an allergic skin reaction. Overexposure to copper can affect the liver.

12. ECOLOGICAL INFORMATION

Aquatic Ecotoxicological Data - No specific information available on this product.

Environmental Fate Data - No specific information available on this product.

13. DISPOSAL CONSIDERATIONS

Recovery and reuse, rather than disposal, should be the ultimate goal of handling efforts. Dispose in accordance with federal, state, and local health and environmental regulations. Prevent materials from entering drains, sewers, or waterways.

14. TRANSPORT INFORMATION

DOT Proper Shipping Name - Not regulated

DOT Hazard Classification - Not regulated

UN/NA Number - Not applicable

DOT Packing Group - Not applicable

Labeling Requirements - Not applicable

Placards - Not applicable

DOT Hazardous Substance - Not applicable

DOT Marine Pollutant - Not applicable

Carbon and Alloy Steels

15. REGULATORY INFORMATION

This product is not hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200. However, dusts and fumes from this product may be combustible or hazardous and require protection to comply with applicable Federal, state and local laws and regulations.

California Proposition 65: This product contains chemicals (antimony [oxide], arsenic, beryllium, chromium [hexavalent], cobalt, cadmium, lead, nickel) known to the State of California to cause cancer and chemicals (cadmium, lead) known to the State of California to cause birth defects or other reproductive harm.

Massachusetts Substance List: Aluminum, Antimony, Arsenic, Beryllium, Boron, Cadmium, Chromium, Cobalt, Copper, Hydrochloric acid, Lead, Magnesium, Manganese, Molybdenum, Nickel, Nitrogen, Phosphorus, Selenium, Silicon, Sulfur, Tin, Titanium, Tungsten, Vanadium, Zinc

Pennsylvania Hazardous Substance List: Aluminum, Antimony, Arsenic, Beryllium, Boron, Cadmium, Chromium, Cobalt, Copper, Hydrochloric acid, Lead, Magnesium, Manganese, Molybdenum, Nickel, Nitrogen, Phosphorus, Selenium, Silicon, Sulfur, Tin, Titanium, Tungsten, Vanadium, Zinc

New Jersey Hazardous Substance List: Aluminum, Antimony, Arsenic, Beryllium, Boron, Cadmium, Chromium, Cobalt, Copper, Hydrochloric acid, Lead, Magnesium, Manganese, Molybdenum, Nickel, Nitrogen, Phosphorus, Selenium, Silicon, Sulfur, Tin, Titanium, Tungsten, Vanadium, Zinc

Toxic Substances Control Act (TSCA)

Components of this product are listed on the TSCA Inventory.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)

Steel is not reportable, however, it contains hazardous substances that may be reportable if released in pieces with diameters less than or equal to 0.004 inches (RQ marked with a “*”).

<u>Chemical Name</u>	<u>Reportable Quantity (in lb)</u>
Antimony	5000*
Arsenic	1*
Beryllium	10*
Cadmium	10*
Chromium	5000*
Copper	5000*
Lead	10*
Nickel	100*
Phosphorus	1
Selenium	100*
Zinc	1000*

Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III

SECTION 311/312 HAZARD CATEGORIES: Immediate Health Effect, Delayed Health Effect

This product contains the following EPCRA Section 313 chemicals subject to the reporting requirements of section 313 of the Emergency Planning and Community Right – To – Know Act of 1986 (40 CFR 372):

SECTION 313 REPORTABLE INGREDIENTS:

Carbon and Alloy Steels

<u>Chemical Name</u>	<u>CAS Number</u>	<u>Concentration (% by weight)</u>	<u>Reportable</u>
Aluminum	7429-90-5	<0.10	No – Less than 1%
Antimony	7440-36-0	<0.9	No – Less than 1%
Arsenic	7440-38-2	<0.09	No – Less than 0.1%
Beryllium	7440-41-7	<0.09	No – Less than 0.1%
Cadmium	7440-43-9	<0.01	No – Less than 0.1%
Chromium	7440-47-3	0.01-2.0	Yes – Greater than 0.1%
Cobalt	7440-48-4	<0.09	No – Less than 0.1%
Copper	7440-50-8	<1.5	Yes – Greater than 0.1%
Lead	7439-92-1	0.0-0.04	Yes
Manganese	7439-96-5	0-2	Yes – Greater than 1%
Nickel	7440-02-0	0.01-3.5	Yes – Greater than 0.1%
Phosphorus	7723-14-0	<0.9	No – Less than 1%
Selenium	7782-49-2	<0.9	No – Less than 1%
Vanadium	7440-62-2	<0.9	No – Less than 1%
Zinc	7440-66-6	<0.9	No – Less than 1%

Concentrations based on analytical data and process knowledge of typical products distributed by the facility.

16. OTHER INFORMATION

This SDS covers Nucor product as delivered from the Nucor facility, but does not include chemicals that may be applied by subsequent handlers and/or distributors of this product. This could include a variety of materials including oils, paints, galvanization, etc. that are not included in this SDS. Additionally, specialty orders may require application of coating material not listed in this SDS. SDSs for any Nucor-applied specialty coating will be provided separately. During welding, precautions should be taken for airborne contaminants that may originate from components of the welding rod. Arc or spark generated when welding or burning could be a source of ignition for combustible and/or flammable materials. The information in this Safety Data Sheet (SDS) was obtained from sources which we believe are reliable; however, the information is provided without any representation or warranty, expressed or implied, regarding the accuracy or correctness. The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage, or expense arising out of or in any way connected with the handling, storage, use, or disposal of this product.

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)



Printing date 07/01/2015

Reviewed on 07/01/2015

1 Identification

- **Product identifier**
- **Trade name:** Alloy Steel - HR&CR
Alloy Leaded Steel
- **Other Product Identifiers:**
Alloy Steel - 4130, 4140, 4340, 8620
Alloy Leaded - 86L20
- **Recommended use and restriction on use**
- **Recommended use:** Raw materials.
- **Restrictions on use:** Contact manufacturer.
- **Details of the supplier of the Safety Data Sheet**
- **Manufacturer/Supplier:**
Castle Metals
1420 Kensington Road Suite 220
Oak Brook IL 60523
(847) 349-3000
- **Emergency telephone number:** (847)-349-3000

2 Hazard(s) identification

- **Classification of the substance or mixture**
The product is not classified as hazardous according to the Globally Harmonized System (GHS).
- **Additional information:**
There are no other hazards not otherwise classified that have been identified.
0 percent of the mixture consists of ingredient(s) of unknown toxicity.
Not hazardous as delivered. Long term inhalation of product dusts formed during use is harmful.
- **Label elements**
- **GHS label elements**
The product is not classified as hazardous according to OSHA GHS regulations within the United States.
- **Hazard pictograms** Not Regulated
- **Signal word** Not Regulated
- **Hazard statements** Not Regulated
- **Precautionary statements** Not Regulated
- **Hazard description:**
- **WHMIS-symbols:** Not hazardous under WHMIS.
- **Classification system:**
- **NFPA ratings (scale 0 - 4)**
 Health = 0
Fire = 0
Reactivity = 0
- **HMIS-ratings (scale 0 - 4)**
 Health = *0
Fire = 0
Reactivity = 0

(Contd. on page 2)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 1)

- **Other hazards**
- **Results of PBT and vPvB assessment**
- **PBT:** Not applicable.
- **vPvB:** Not applicable.

3 Composition/information on ingredients

- **Chemical characterization: Mixtures**
- **Description:** Mixture of the substances listed below with nonhazardous additions.

· Dangerous components:

7439-89-6	iron	86-99%
7440-02-0	nickel <div> <div></div> <div>Carc. 2, H351; STOT RE 1, H372</div> <div>Skin Sens. 1, H317</div> </div>	<5%
7440-47-3	chromium	<5%
7440-21-3	silicon <div> <div></div> <div>Flam. Sol. 2, H228</div> </div>	<5%
7439-96-5	manganese, powdered <div> <div></div> <div>Flam. Sol. 1, H228</div> </div>	<2%
7440-44-0	carbon	<2%
7439-98-7	molybdenum	<2%
7440-62-2	vanadium	<2%
7429-90-5	aluminum	<2%
7704-34-9	sulfur <div> <div></div> <div>Skin Irrit. 2, H315</div> </div>	<2%
7723-14-0	phosphorus <div> <div></div> <div>Flam. Liq. 2, H225; Flam. Sol. 1, H228</div> </div>	<1%
7440-69-9	bismuth	<1%
7440-50-8	copper	<1%

· Additional information:

For the listed ingredients, the identity and exact percentages are being withheld as a trade secret.

4 First-aid measures

- **Description of first aid measures**
- **General information:** No special measures required.
- **After inhalation:** Supply fresh air; consult doctor in case of complaints.
- **After skin contact:**
Brush off loose particles from skin.
Immediately wash with water and soap and rinse thoroughly.
- **After eye contact:**
Remove contact lenses if worn, if possible.
Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

(Contd. on page 3)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 2)

- **After swallowing:**
Rinse out mouth and then drink plenty of water.
Do not induce vomiting; immediately call for medical help.
- **Information for doctor:**
- **Most important symptoms and effects, both acute and delayed**
No further relevant information available.
- **Danger** No further relevant information available.
- **Indication of any immediate medical attention and special treatment needed**
No further relevant information available.

5 Fire-fighting measures

- **Extinguishing media**
- **Suitable extinguishing agents:**
Special powder for metal fires. Do not use water.
Dry sand
Graphite powder.
Dry sodium chloride
- **For safety reasons unsuitable extinguishing agents:** Water
- **Special hazards arising from the substance or mixture**
Formation of toxic gases is possible during heating or in case of fire.
- **Advice for firefighters**
- **Protective equipment:**
Wear self-contained respiratory protective device.
Wear fully protective suit.
- **Additional information** No further relevant information available.

6 Accidental release measures

- **Personal precautions, protective equipment and emergency procedures**
Ensure adequate ventilation.
Do not breathe dust.
Avoid formation of dust.
Use personal protective equipment as required.
For large spills, use respiratory protective device against the effects of fumes/dust/aerosol.
- **Environmental precautions:** Do not allow to enter sewers/ surface or ground water.
- **Methods and material for containment and cleaning up:**
Pick up mechanically.
Dispose of the collected material according to regulations.
Send for recovery or disposal in suitable receptacles.
- **Reference to other sections**
See Section 7 for information on safe handling.
See Section 8 for information on personal protection equipment.
See Section 13 for disposal information.

(Contd. on page 4)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 3)

7 Handling and storage

- **Handling:**
- **Precautions for safe handling**
 Use only in well ventilated areas.
 Prevent formation of dust.
 Any deposit of dust which cannot be avoided must be regularly removed.
 Use proper precautions around molten material.
- **Information about protection against explosions and fires:**
 Keep respiratory protective device available.
- **Conditions for safe storage, including any incompatibilities**
- **Storage:**
- **Requirements to be met by storerooms and receptacles:** No special requirements.
- **Information about storage in one common storage facility:**
 Store away from foodstuffs.
 Do not store together with acids.
 Do not store together with alkalis (caustic solutions).
 Store away from oxidizing agents.
- **Further information about storage conditions:** None.
- **Specific end use(s)** No further relevant information available.

8 Exposure controls/personal protection

- **Additional information about design of technical systems:** No further data; see item 7.
- **Control parameters**

Components with limit values that require monitoring at the workplace:

7439-89-6 iron

EV (Canada)	Long-term value: 1* 5** mg/m ³ as iron;*salts, water-soluble;**welding fume
LMPE (Mexico)	Long-term value: 1 mg/m ³

7440-47-3 chromium

PEL (USA)	Long-term value: 1* 0.5** mg/m ³ *metal;**inorganic compds., as Cr
REL (USA)	Long-term value: 0.5* mg/m ³ *metal+inorg.compds.as Cr;See Pocket Guide App. C
TLV (USA)	Long-term value: 0.5 mg/m ³
EL (Canada)	Long-term value: 0.5 mg/m ³ as metal
EV (Canada)	Long-term value: 0.05 mg/m ³
LMPE (Mexico)	Long-term value: 0.5 mg/m ³ A4

(Contd. on page 5)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 4)

7440-21-3 silicon

PEL (USA)	Long-term value: 15* 5** mg/m ³ *total dust **respirable fraction
REL (USA)	Long-term value: 10* 5** mg/m ³ *total dust **respirable fraction
TLV (USA)	TLV withdrawn
EL (Canada)	Long-term value: 10* 3** mg/m ³ *total dust; **respirable fraction
EV (Canada)	Long-term value: 10 mg/m ³ total dust
LMPE (Mexico)	Short-term value: 20 mg/m ³ Long-term value: 10 mg/m ³ (e)

7429-90-5 aluminum

PEL (USA)	Long-term value: 15*; 15** mg/m ³ *Total dust; ** Respirable fraction
REL (USA)	Long-term value: 10* 5** mg/m ³ as Al*Total dust**Respirable/pyro powd./welding f.
TLV (USA)	Long-term value: 1* mg/m ³ as Al; *as respirable fraction
EL (Canada)	Long-term value: 1.0 mg/m ³ respirable, as Al
EV (Canada)	Long-term value: 5 mg/m ³ aluminium-containing (as aluminium)
LMPE (Mexico)	Long-term value: 1* mg/m ³ A4, *fracción respirable

7439-96-5 manganese, powdered

PEL (USA)	Ceiling limit value: 5 mg/m ³ as Mn
REL (USA)	Short-term value: 3 mg/m ³ Long-term value: 1 mg/m ³ fume, as Mn
TLV (USA)	Long-term value: 0.02* 0.1* mg/m ³ as Mn; *respirable **inhalable fraction
EL (Canada)	Long-term value: 0.2 mg/m ³ as Mn; R
EV (Canada)	Long-term value: 0.2 mg/m ³ as manganese
LMPE (Mexico)	Long-term value: 0.2 mg/m ³ como Mn

(Contd. on page 6)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 5)

7439-98-7 molybdenum

PEL (USA)	Long-term value: 15* mg/m ³ *Total dust
TLV (USA)	Long-term value: 10* 3** mg/m ³ as Mo; *inhalable fraction ** respirable fraction
EL (Canada)	Long-term value: 3* 10** mg/m ³ as Mo; *respirable **inhalable
EV (Canada)	Long-term value: 10* 3** 0.5*** mg/m ³ metal,insol.comp.:*inh;**resp;sol.compd.:***resp
LMPE (Mexico)	Long-term value: 10* 3** mg/m ³ *fracción inhalable **respirable; como Mo

7723-14-0 phosphorus

REL (USA)	Long-term value: 0.1 mg/m ³
LMPE (Mexico)	Short-term value: 0.3 mg/m ³ Long-term value: 0.1 mg/m ³

7440-50-8 copper

PEL (USA)	Long-term value: 1* 0.1** mg/m ³ as Cu *dusts and mists **fume
REL (USA)	Long-term value: 1* 0.1** mg/m ³ as Cu *dusts and mists **fume
TLV (USA)	Long-term value: 1* 0.2** mg/m ³ *dusts and mists; **fume; as Cu
EL (Canada)	Long-term value: 1* 0.2** mg/m ³ *dusts and mists; **fume, as Cu
EV (Canada)	Long-term value: 0.2* 1** mg/m ³ as copper, *fume;**dust and mists
LMPE (Mexico)	Long-term value: 0.2* 1** mg/m ³ *humo (como Cu);**polvo y niebla (como Cu)

- **Additional information:** No further relevant information available.
- **Exposure controls**
- **Personal protective equipment:**
- **General protective and hygienic measures:**
The usual precautionary measures for handling chemicals should be followed.
Keep away from foodstuffs, beverages and feed.
Store protective clothing separately.
Wash hands before breaks and at the end of work.
Avoid contact with the eyes.
Avoid close or long term contact with the skin.
- **Engineering controls:** No further relevant information available.
- **Breathing equipment:**
Use respiratory protection when grinding or cutting material.
For spills, respiratory protection may be advisable.
Particulate mask should filter at least 99% of airborne particles.

(Contd. on page 7)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 6)

- **Protection of hands:**
Wear gloves for the protection against mechanical hazards according to OSHA and NIOSH rules.
- **Eye protection:**



Safety glasses

- **Body protection:** Protective work clothing
- **Limitation and supervision of exposure into the environment** Avoid release to the environment.
- **Risk management measures** See Section 7 for additional information.

9 Physical and chemical properties

- **Information on basic physical and chemical properties**
- **General Information**
- **Appearance:**

Form:	Solid material
Color:	Grey to Black.
- **Odor:** Odorless
- **Odor threshold:** Not determined.
- **pH-value:** Not applicable.
- **Change in condition**

Melting point/Melting range:	Undetermined.
Boiling point/Boiling range:	Undetermined.
- **Flash point:** Not applicable.
- **Flammability (solid, gaseous):** Not determined.
- **Auto-ignition temperature:** Not determined.
- **Decomposition temperature:** Not determined.
- **Auto igniting:** Product is not self-igniting.
- **Danger of explosion:** Product does not present an explosion hazard.
- **Explosion limits:**

Lower:	Not determined.
Upper:	Not determined.
- **Vapor pressure:** Not applicable.
- **Density at 20 °C (68 °F):** 7 g/cm³ (58.415 lbs/gal)
- **Relative density** Not determined.
- **Vapour density** Not applicable.
- **Evaporation rate** Not applicable.
- **Solubility in / Miscibility with Water:** Insoluble.

(Contd. on page 8)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 7)

- **Partition coefficient (n-octanol/water):** Not determined.
- **Viscosity:**
 - Dynamic:** Not applicable.
 - Kinematic:** Not applicable.
- **Other information** No further relevant information available.

10 Stability and reactivity

- **Reactivity**
- **Chemical stability**
- **Thermal decomposition / conditions to be avoided:** Heating may cause release of toxic fumes.
- **Possibility of hazardous reactions**
 - Reacts with strong acids and alkali.
 - Reacts with strong oxidizing agents.
 - Reacts with halogenated compounds.
 - As the product is supplied it is not capable of dust explosion; however enrichment with fine dust causes risk of dust explosion.
- **Conditions to avoid** Avoid acids.
- **Incompatible materials:** Oxidizers, strong bases, strong acids
- **Hazardous decomposition products:**
 - Possible in traces:
 - Toxic metal oxide smoke
 - Leadoxide vapor

11 Toxicological information

- **Information on toxicological effects**
- **Acute toxicity:**
- **LD/LC50 values that are relevant for classification:** None.
- **Primary irritant effect:**
 - on the skin:** No irritant effect.
 - on the eye:** No irritating effect.
- **Sensitization:** No sensitizing effects known.
- **Additional toxicological information:**
 - The product is not subject to classification according to internally approved calculation methods for preparations:
 - When used and handled according to specifications, the product does not have any harmful effects according to our experience and the information provided to us.

- **Carcinogenic categories**

- **NTP (National Toxicology Program)**

None of the ingredients is listed.

- **OSHA-Ca (Occupational Safety & Health Administration)**

None of the ingredients is listed.

(Contd. on page 9)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 8)

- **Probable Routes of Exposure**
 Eye contact.
 Skin contact.
- **Repeated Dose Toxicity:**
 May cause metal fume disease.
 Repeated or long-term inhalation of product dusts may cause pulmonary disease.
- **CMR effects (carcinogenicity, mutagenicity and toxicity for reproduction):**
- **Germ cell mutagenicity** Based on available data, the classification criteria are not met.
- **Carcinogenicity** Based on available data, the classification criteria are not met.
- **Reproductive toxicity** Based on available data, the classification criteria are not met.
- **STOT-single exposure** Based on available data, the classification criteria are not met.
- **STOT-repeated exposure** Based on available data, the classification criteria are not met.
- **Aspiration hazard** Based on available data, the classification criteria are not met.

12 Ecological information

- **Toxicity**
- **Aquatic toxicity:** No further relevant information available.
- **Persistence and degradability** No further relevant information available.
- **Behavior in environmental systems:**
- **Bioaccumulative potential** May be accumulated in organisms.
- **Mobility in soil** No further relevant information available.
- **Additional ecological information:**
- **General notes:**
 The product contains heavy metals. Avoid transfer into the environment. Specific preliminary treatments are necessary.
- **Other adverse effects** No further relevant information available.

13 Disposal considerations

- **Waste treatment methods**
- **Recommendation:**
 Contact manufacturer for recycling information.
 The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes.
- **Uncleaned packagings:**
- **Recommendation:** Disposal must be made according to official regulations.

14 Transport information

- **UN-Number**
- **DOT, ADR, ADN, IMDG, IATA** Not Regulated
- **UN proper shipping name**
- **DOT, ADR, ADN, IMDG, IATA** Not Regulated

(Contd. on page 10)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 9)

- **Transport hazard class(es)**
- **DOT, ADR, IMDG, IATA**
- **Class** Not Regulated
- **Label** -
- **ADN/R Class:** Not Regulated
- **Packing group**
- **DOT, ADR, IMDG, IATA** Not Regulated
- **Environmental hazards:**
- **Marine pollutant:** No
- **Special precautions for user** Not applicable.
- **Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code** Not applicable.
- **UN "Model Regulation":** -

15 Regulatory information

- **Safety, health and environmental regulations/legislation specific for the substance or mixture**
- **United States (USA)**
- **SARA**

· **Section 355 (extremely hazardous substances):**

7723-14-0	phosphorus
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· **Section 313 (Specific toxic chemical listings):**

7440-47-3	chromium
-----------	----------

7429-90-5	aluminum
-----------	----------

· **TSCA (Toxic Substances Control Act):**

All ingredients are listed.

· **Proposition 65 (California)**

· **Chemicals known to cause cancer:**

None of the ingredients are listed.

· **Chemicals known to cause reproductive toxicity for females:**

None of the ingredients are listed.

· **Chemicals known to cause reproductive toxicity for males:**

None of the ingredients is listed.

· **Chemicals known to cause developmental toxicity:**

None of the ingredients is listed.

· **Carcinogenic categories**

· **EPA (Environmental Protection Agency)**

7440-47-3	chromium	D
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7439-96-5	manganese, powdered	D
-----------	---------------------	---

7723-14-0	phosphorus	D
-----------	------------	---

7440-50-8	copper	D
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(Contd. on page 11)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 10)

· **IARC (International Agency for Research on Cancer)**

7440-47-3	chromium	3
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· **TLV (Threshold Limit Value established by ACGIH)**

7440-47-3	chromium	A4
7429-90-5	aluminum	A4
7439-98-7	molybdenum	A3

· **NIOSH-Ca (National Institute for Occupational Safety and Health)**

None of the ingredients is listed.

· **State Right to Know Listings**

None of the ingredients is listed.

· **Canadian substance listings:**

· **Canadian Domestic Substances List (DSL)**

All ingredients are listed.

· **Canadian Ingredient Disclosure list (limit 0.1%)**

7440-47-3	chromium
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· **Canadian Ingredient Disclosure list (limit 1%)**

7429-90-5	aluminum
-----------	----------

· **Other regulations, limitations and prohibitive regulations**

This product has been classified in accordance with hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.

· **Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.

16 Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

· **Date of preparation / last revision** 07/01/2015 / -

· **Abbreviations and acronyms:**

ADR: Accord européen sur le transport des marchandises dangereuses par Route (European Agreement concerning the International Carriage of Dangerous Goods by Road)

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

ACGIH: American Conference of Governmental Industrial Hygienists

EINECS: European Inventory of Existing Commercial Chemical Substances

ELINCS: European List of Notified Chemical Substances

CAS: Chemical Abstracts Service (division of the American Chemical Society)

NFPA: National Fire Protection Association (USA)

HMIS: Hazardous Materials Identification System (USA)

WHMIS: Workplace Hazardous Materials Information System (Canada)

LC50: Lethal concentration, 50 percent

LD50: Lethal dose, 50 percent

Flam. Liq. 2: Flammable liquids, Hazard Category 2

Flam. Sol. 1: Flammable solids, Hazard Category 1

Flam. Sol. 2: Flammable solids, Hazard Category 2

(Contd. on page 12)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date 07/01/2015

Reviewed on 07/01/2015

Trade name: Alloy Steel - HR&CR
Alloy Leaded Steel

(Contd. of page 11)

Skin Irrit. 2: Skin corrosion/irritation, Hazard Category 2

Skin Sens. 1: Sensitisation - Skin, Hazard Category 1

Carc. 2: Carcinogenicity, Hazard Category 2

STOT RE 1: Specific target organ toxicity - Repeated exposure, Hazard Category 1

Sources

SDS Prepared by:

ChemTel Inc.

1305 North Florida Avenue

Tampa, Florida USA 33602-2902

Toll Free North America 1-888-255-3924 Intl. +01 813-248-0573

Website: www.chemtelinc.com



SAFETY DATA SHEET

274 Moly E.P. Synthetic Plus NLGI Grades 00, 0, 1, and 2

Section 1. Identification

GHS product identifier : 274 Moly E.P. Synthetic Plus NLGI Grades 00, 0, 1, and 2

Other means of identification : Not available.

Product type : Liquid.

Identified uses

Extreme pressure lubricating grease.

Supplier's details : Schaeffer Mfg. Company
102 Barton Street
Saint Louis, Missouri 63104
Tel: 314-865-4100
Fax: 314-865-4107
Toll Free: 1-800-325-9962
E-Mail: safety@schaefferoil.com
Web: <http://www.schaefferoil.com>

Emergency telephone number (with hours of operation) : +1 314 865-4105 (24-hour response number)

Section 2. Hazards identification

OSHA/HCS status : While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this SDS contains valuable information critical to the safe handling and proper use of the product. This SDS should be retained and available for employees and other users of this product.

Classification of the substance or mixture : Not classified.

GHS label elements

Signal word : No signal word.

Hazard statements : No known significant effects or critical hazards.

Precautionary statements

Prevention : Not applicable.

Response : Not applicable.

Storage : Not applicable.

Disposal : Not applicable.

Hazards not otherwise classified : None known.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Ingredient name	%	CAS number
Base Oil(s)(*)	60 - 100	See below.
1-Decene, homopolymer, hydrogenated	30 - 60	68037-01-4
Phosphoric acid, sodium salt, hydrate	1 - 5	10101-89-0
Antimony, dialkyl dithiocarbamate	1 - 5	15890-25-2

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Base oil(s) contained in this material may be described by one or more of the following CAS Nos.: 64742-01-4, 64742-58-1, 64742-62-7, 64742-65-0.

Section 4. First aid measures

Description of necessary first aid measures

- Eye contact** : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Get medical attention if irritation occurs.
- Inhalation** : Remove victim to fresh air and keep at rest in a position comfortable for breathing. Get medical attention if symptoms occur. In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.
- Skin contact** : Flush contaminated skin with plenty of water. Get medical attention if symptoms occur.
- Ingestion** : Wash out mouth with water. Remove victim to fresh air and keep at rest in a position comfortable for breathing. If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting unless directed to do so by medical personnel. Get medical attention if symptoms occur.

Most important symptoms/effects, acute and delayed

Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : No known significant effects or critical hazards.

Over-exposure signs/symptoms

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : No known significant effects or critical hazards.

Indication of immediate medical attention and special treatment needed, if necessary

- Notes to physician** : In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.
- Specific treatments** : No specific treatment.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing media : None known.

Specific hazards arising from the chemical : No specific fire or explosion hazard.

Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide
nitrogen oxides
Sulfur oxides
phosphorus oxides
metal oxide/oxides

Special protective actions for fire-fighters : No special measures are required.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment.

For emergency responders : If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions : Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. U.S.A. regulations may require reporting spills of this material that could reach any surface waters. Report spills to all applicable Federal, State, Provincial and local authorities and/or the United States National Response Center at (800) 424-8802 as appropriate or required.

Methods and materials for containment and cleaning up

Small spill : Stop leak if without risk. Move containers from spill area. Absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill : Stop leak if without risk. Move containers from spill area. Prevent entry into sewers, water courses, basements or confined areas. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- | | |
|---|---|
| Protective measures | : Put on appropriate personal protective equipment (see Section 8). |
| Advice on general occupational hygiene | : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. See also Section 8 for additional information on hygiene measures. |

- Conditions for safe storage, including any incompatibilities** : Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Base Oil(s)(*)	<p>NIOSH REL (United States, 10/2013). TWA: 5 mg/m³ 10 hours. Form: Mist STEL: 10 mg/m³ 15 minutes. Form: Mist</p> <p>ACGIH TLV (United States). TWA: 5 mg/m³ Form: Oil mist. STEL: 10 mg/m³ Form: Oil mist.</p> <p>OSHA PEL (United States). TWA: 5 mg/m³ Form: Oil mist.</p>
Antimony, dialkyl dithiocarbamate	<p>ACGIH TLV (United States, 4/2014). TWA: 0.5 mg/m³, (as Sb) 8 hours.</p> <p>OSHA PEL (United States, 2/2013). TWA: 0.5 mg/m³, (as Sb) 8 hours.</p> <p>NIOSH REL (United States, 10/2013). TWA: 0.5 mg/m³, (as Sb) 10 hours.</p>

- | | |
|---|---|
| Appropriate engineering controls | : Good general ventilation should be sufficient to control worker exposure to airborne contaminants. |
| Environmental exposure controls | : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. |

Individual protection measures

- Hygiene measures** : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

- Eye/face protection** : Wear eye protection such as safety glasses, chemical goggles, or face shields if engineering controls or work practices are not adequate to prevent eye contact.

Skin protection

- | | |
|------------------------|--|
| Hand protection | : Use nitrile or oil resistant gloves. |
| Body protection | : Personal protective clothing such as gloves, aprons, boots and complete facial protection should be selected based on the task being performed and the risks involved. Users should determine acceptable performance characteristics of protective clothing. Consider physical requirements and other substances present when selecting protective clothing. |

Section 8. Exposure controls/personal protection

- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved.
- Respiratory protection** : If a risk assessment indicates that respiratory protection is required, use a properly fitted, air-purifying or supplied air respirator that complies with an approved standard. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

- Physical state** : Liquid. [Semi-solid.]
- Color** : Black.
- Odor** : Mild petroleum.
- Odor threshold** : Not available.
- pH** : Not applicable.
- Melting point/ Dropping Point** : Not available.
- Boiling point** : >300°C (>572°F)
- Flash point** : Open cup: 274 to 277°C (525.2 to 530.6°F) [Cleveland.]
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : Not available.
- Vapor density** : >1 [Air = 1]
- Relative density** : 0.9 to 1.01
- Solubility** : Negligible in water.
- Partition coefficient: n-octanol/water** : Not available.
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- Viscosity** : Not available.
- Volatility** : Negligible.
- VOC content** : Not available.

Section 10. Stability and reactivity

- Reactivity** : No specific test data related to reactivity available for this product or its ingredients.
- Chemical stability** : This material is considered stable under normal ambient and anticipated storage and handling conditions of temperature and pressure.
- Possibility of hazardous reactions** : Under normal conditions of storage and use, hazardous reactions will not occur.
- Conditions to avoid** : No specific data.
- Incompatible materials** : Reactive or incompatible with the following materials: Strong acids, bases and oxidizers.

Section 10. Stability and reactivity

Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Phosphoric acid, sodium salt, hydrate	LD50 Oral	Rat	7400 mg/kg	-
Antimony, dialkyl dithiocarbamate	LD50 Dermal	Rabbit	16000 mg/kg	-
	LD50 Oral	Rat	16400 mg/kg	-

Irritation/Corrosion

There is no data available.

Sensitization

There is no data available.

Carcinogenicity

There is no data available.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
Phosphoric acid, sodium salt, hydrate	Category 3	Not applicable.	Respiratory tract irritation

Specific target organ toxicity (repeated exposure)

There is no data available.

Aspiration hazard

Name	Result
1-Decene, homopolymer, hydrogenated	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure : Dermal contact. Eye contact. Inhalation. Ingestion.

Potential acute health effects

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : Exposure to decomposition products may cause a health hazard. Serious effects may be delayed following exposure.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : No known significant effects or critical hazards.

Symptoms related to the physical, chemical and toxicological characteristics

- Eye contact** : No known significant effects or critical hazards.
- Inhalation** : No known significant effects or critical hazards.
- Skin contact** : No known significant effects or critical hazards.
- Ingestion** : No known significant effects or critical hazards.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

- Potential immediate effects** : No known significant effects or critical hazards.
- Potential delayed effects** : No known significant effects or critical hazards.

Section 11. Toxicological information

Long term exposure

Potential immediate effects : No known significant effects or critical hazards.

Potential delayed effects : No known significant effects or critical hazards.

Potential chronic health effects

General : No known significant effects or critical hazards.

Carcinogenicity : No known significant effects or critical hazards.

Mutagenicity : No known significant effects or critical hazards.

Teratogenicity : No known significant effects or critical hazards.

Developmental effects : No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

There is no data available.

Section 12. Ecological information

Toxicity

There is no data available.

Persistence and degradability

There is no data available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
1-Decene, homopolymer, hydrogenated	>6.5	-	high

Mobility in soil

Soil/water partition coefficient (K_{oc}) : Not available.

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling empty containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Section 14. Transport information

	DOT Classification	IMDG	IATA
UN number	Not regulated.	Not regulated.	Not regulated.
UN proper shipping name	-	-	-
Transport hazard class(es)	-	-	-
Packing group	-	-	-
Environmental hazards	No.	No.	No.
Additional information	-	-	-

AERG : Not applicable

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : **TSCA 8(a) CDR Exempt/Partial exemption:** Not determined
United States inventory (TSCA 8b): All components are listed or exempted.
Clean Water Act (CWA) 307: Antimony, dialkyl dithiocarbamate; Toluene
Clean Water Act (CWA) 311: Phosphoric acid, sodium salt, hydrate; Sodium hydroxide; Toluene

Clean Air Act Section 112 (b) Hazardous Air Pollutants (HAPs) : Listed

Clean Air Act Section 602 Class I Substances : Not listed

Clean Air Act Section 602 Class II Substances : Not listed

DEA List I Chemicals (Precursor Chemicals) : Not listed

DEA List II Chemicals (Essential Chemicals) : Not listed

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

Section 15. Regulatory information

SARA 311/312

Classification : Not applicable.

Composition/information on ingredients

Name	%	Fire hazard	Sudden release of pressure	Reactive	Immediate (acute) health hazard	Delayed (chronic) health hazard
Phosphoric acid, sodium salt, hydrate	1 - 5	No.	No.	No.	Yes.	No.

SARA 313

	Product name	CAS number	%
Form R - Reporting requirements	Antimony, dialkyl dithiocarbamate	15890-25-2	1 - 5
Supplier notification	Antimony, dialkyl dithiocarbamate	15890-25-2	1 - 5

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

State regulations

- Massachusetts** : The following components are listed: Molybdenum disulphide; Phosphoric acid, sodium salt, hydrate
- New York** : The following components are listed: Phosphoric acid, sodium salt, hydrate
- New Jersey** : The following components are listed: Residual oils (petroleum), solvent-dewaxed; Residual oils (petroleum), solvent-refined; Distillates (petroleum), solvent-dewaxed heavy paraffinic; Antimony, dialkyl dithiocarbamate
- Pennsylvania** : The following components are listed: ALUMINUM SOLUBLE SALTS; Antimony, dialkyl dithiocarbamate; Phosphoric acid, sodium salt, hydrate

California Prop. 65

WARNING: This product contains less than 1% of a chemical known to the State of California to cause birth defects or other reproductive harm.

Ingredient name	Cancer	Reproductive	No significant risk level	Maximum acceptable dosage level
Toluene	No.	Yes.	No.	7000 µg/day (ingestion) 13000 µg/day (inhalation)

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health : 1 **Flammability :** 1 **Physical hazards :** 0

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings are not required on SDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller.

The customer is responsible for determining the PPE code for this material.

National Fire Protection Association (U.S.A.)

Health : 1 **Flammability :** 1 **Instability :** 0

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Section 16. Other information

Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

US Tariff Heading Number : 2710.19.3750

Schedule B Code : 2710.19.3750

History

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Version : 1

Prepared by : KMK Regulatory Services Inc.

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10/10



SAFETY DATA SHEET (SDS)

Document Number: SDS-SEL-CSLA-0001

1. IDENTIFICATION

Product Type:	Select carbon steel and low alloy steel electrodes for arc welding
Product Names:	Select 43S, 61S, 70S-2, 70S-6, 70, 70C-3, 70C-6, 70C-6CC, 70C-6LS, 70C-6SR, 70C-6 ZN, 70C-7, 70C-7LS, 70C-8, 70C-10, 70C-16, 70C-B2L, 70C-DH, 70C-GA, 70CRP, 70C-T, 70TR, 71, 71A, 71P, 72, 73, 73R, 74, 75, 78, 78-Ni1, 79, 80, 80S-B2, 80C-B2, 80C-B8, 80C-D2, 80C-Ni1, 80C-Ni1LS, 80C-Ni2, 80C-Ni3, 80C-W, 80G, 96, 97, 81-A1, 81-B2, 81-B2L, 81-Ni1, 85-B2, 85-B2L, 80S-B6, 85-B6, 85-Ni2, 85-Ni3, 90S-B3, 90C-B3, 90S-B9, 90C-B9, 90C-B92, 9015-B9, 90C-M2, 91-B3, 91-D3, 91-K2, 95-K2, 100C, 100C-K3, 100-K3, 100Ni, 100S, 101-K3, 101SR, 105-D2, 110-K3, 110-K4, 110C-K4, 110C-M2, 111-K3, 111SR, 115-K3, 115-K4, 120-C, 120S, 125-K4, 140-K5, 700GS, 700GS-C, 701, 707, 710, 711, 712, 714, 716, 717, 720, 720A, 720HP, 720JB, 721, 722, 727, 737, 737Ni, 810-A1, 810-B2, 810-B2L, 810-B6, 810-B8, 810-Ni1, 810-Ni2, 812-K2, 820-Ni1, 837Ni, 910-B3, 910-B3L, 910-B9, 910-B92, 910-K2, 920-K2, 920-Ni1, 910-Ni2, 937Ni, 550Ni, 690Ni, 4130-C, 4130LN, 4130S, 4330S, 4340-C, 7000-SR, 7000-SRC, 8000-SR, 9000-SR, EA1S, EAK3S, EH12KS, EL12S, EM2S, EM4S, EM12KS, 810W, EM13KS, EM14KS, Encore, Endurance, ER70S-3, ER70S-3NC, ER70S-6, ER70S-6NC, Ni1S, Ni2S, Ni3S, Ni4S, Ni5S, SSR, Super 70, Super 72, Super 72B, Super 72BW, Super 72C, Super 72S, 505, MS-1, MS-2
Specifications:	AWS A5.5, A5.17, A5.18, A5.20, A5.23, A5.28, A5.29, A5.30, A5.36
Product Intended/Recommended Use:	Arc welding
Manufacturer:	Select-Arc, Inc. 600 Enterprise Drive Fort Loramie, OH 45845 Tel: 1-937-295-5215 Fax: 1-888-511-5217
Emergency Telephone Number:	3E Company Emergency Response Hotline Company Code: 334276 U.S. / Canada / Mexico: 1-866-519-4752 Europe: 1-760-476-3962 Asia Pacific: 1-760-476-3960 Middle East/Africa: 1-760-476-3959

2. HAZARD IDENTIFICATION

Hazard Classification: Not classified as hazardous according to the applicable Globally Harmonized System of Classification and Labelling of Chemicals (GHS) and OSHA Hazard Communication Standard (29 CFR 1910.1200) criteria.

Label Elements:

Hazard Symbol – None

Signal Word – None

Hazard Statement – Not Applicable

Precautionary Statement – Not Applicable

Other Hazards: This product presents no hazards in its intrinsic form. However, several hazards are generated during welding operations that can be harmful.

ELECTRICITY- Electric shock can kill.

HEAT- Molten metal and weld spatter can burn skin and start fires.

RADIATION- Arc rays can injure eyes and burn skin.

FUMES AND GASES - Fumes and gases generated during welding can be dangerous to your health. See Section 11.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Common Name	Weight %
Iron	70-98
Manganese	0-4
Silicon	0-3
Silica	0-3
Aluminum	0-5
Aluminum Oxide	0-1
Chromium	0-10.0
Nickel	0-3
Niobium	0-0.3
Magnesium and compounds	0-3
Molybdenum	0-1.2
Titanium	0-0.5
Titanium Dioxide	0-10
Vanadium	0-0.3
Barium Compounds	0-10
Lithium Compounds (as Li)	0-9
Iron Oxide	0-12
Zirconium and Compounds (as Zr)	0-1
Fluorides	0-12
Graphite	0-0.5
Copper	0-0.8

4. FIRST AID MEASURES

Inhalation - If breathing has stopped, immediately seek medical assistance. Begin performing cardio pulmonary resuscitation (CPR) if you are trained to do so. If breathing is difficult, move to area with fresh air and seek medical attention immediately.

Skin contact - For skin burns due to arc radiation flush with cold water. If burn and irritation persists seek medical attention. In case of skin contact with fume or dust, wash affected areas with soap and water. Thoroughly clean shoes and wash clothing. Seek medical attention if irritation develops and persists.

Eye contact - In case of radiation burns due to arc flash move to a dark room and seek medical attention. To remove fume or dust flush with plenty of lukewarm water. Seek medical attention if irritation develops. In case of foreign metallic or slag material lodged in the eye, seek medical attention to remove it. Do not rub or agitate the eyes.

Ingestion – Although unlikely due to product form, immediately seek medical attention if wire pieces or metal powders from inside the wire are ingested. Do not induce vomiting unless directed to do so by medical personnel.

Electric Shock - Disconnect power. Use non-conductive material to pull victim from contact with live wires. If no detectable pulse, seek medical attention immediately and begin cardio pulmonary resuscitation (CPR) if you are trained to do so.

Most Serious Symptoms:

Short Term Exposure – Acute overexposure to welding fumes may result in discomfort such as irritation of the respiratory system, metal fume fever, nausea, and may aggravate pre-existing respiratory conditions.

Long Term Exposure – Chronic overexposure to welding fume may lead to iron deposits in the lungs (siderosis) and reduced pulmonary function. Manganese overexposure can lead to irreversible damage to the central nervous system resulting in impaired speech and movement. Chronic overexposure to nickel fumes and hexavalent chromium can cause cancer. Some of the products contain silica quartz, but not in an inhalable fraction. Silica quartz is a listed carcinogen.

Refer to Section 11 for more information.

5. FIRE FIGHTING MEASURES

General - Products are non-flammable as shipped. Welding arcs and spatter can ignite nearby combustible materials.

Suitable Extinguishing Media- Use methods and materials appropriate for the combustible material.

Specific Hazards Arising from the Chemical - Welding arcs and spatter can ignite nearby combustible materials.

General Firefighting Procedures- Keep people away. Isolate fire and deny entry to the area by any non-essential personnel. Fight fire from protected location or safe distance.

Special Actions for Firefighters- Firefighters should be equipped with self-contained breathing apparatus to protect against potentially toxic and hazardous fumes. Toxic and irritating fumes and gases may be given off during burning or thermal decomposition.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures:

For Non-Emergency Personnel – Isolate the area and keep non-essential people away. Do not touch or walk through spilled material. Allow the molten metallic material to solidify and cool before disposal. If molten metal spills out of the weldment, turn off the power. Contain the flow using sand or submerged arc flux. If airborne dust and or fumes are present, wear appropriate personal protective equipment (PPE) to avoid overexposure.

For Emergency Personnel – Wear appropriate personal protective equipment (PPE), including clothes, gloves and breathing protection. Evacuate non-essential personnel.

Environmental Precautions: Keep material out of waterways and drains.

Methods and Materials for Containment and Cleaning Up: Isolate and clean up spills immediately. Avoid generating dust or airborne particles during clean up. Dispose of solidified mass per Federal, State and Local regulations.

7. HANDLING AND STORAGE

Precautions for Safe Handling: Wear safety glasses and gloves to avoid cuts and abrasion when handling welding consumables and their packaging. Do not eat drink or smoke in areas where these products are being used.

Conditions for Safe Storage, Including Any Incompatibilities: Store in a cool, dry area in the original packaging. Keep products away from heat, flame and moisture.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Appropriate Engineering Controls: Provide adequate ventilation and/or local exhaust at the weld station to keep fumes and gases away from the welder. Train welders and welding operators to keep their head out of the fumes. See ANSI Z49.1 “Safety in Welding, Cutting, and Allied Processes” for recommendations of safe work practices.

Personal Protective Equipment:

Eye/Face Protection – Wear safety glasses or goggles with appropriate side shields. Wear a helmet or face shield with an appropriate filter lens. Use protective screens to shield others in the work area.

Skin/Body Protection – Wear hand, head and body protection including welder’s gloves, protective face shield and long sleeved protective clothing.

Respiratory Protection – Use NIOSH approved fume respirator or air supplied respirator when where ventilation is inadequate, welding in confined spaces or where required to by OSHA regulations. Fume sampling per AWS F1.1 “*Method for Sampling Airborne Particulates Generated by Welding and Allied Processes*” may be required. Other appropriate standards that may be considered include, but are not limited to, AWS F1.2 “*Laboratory Method for Measuring Fume Generation Rate and Total Fume Emission of Welding and Allied Processes*” and AWS F3.2 “*Ventilation Guide for Weld Fume*”. For actual weld fume and particulate analysis, refer to the appropriate analytical methods recommended by NIOSH or OSHA, and consult an industrial hygiene professional.

Control Parameters:

Exposure Limits - USA

Common Name	CAS Number	Form	Exposure Limit	Source
Aluminum Metal	7429-90-5	Total Dust	15 mg/m ³	USA. OSHA PELs
		Total Dust	10 mg/m ³	USA. California OSHA PELs
		Respirable	5 mg/m ³	USA. OSHA PELs
		Respirable	1 mg/m ³	USA. ACGIH TLVs
Aluminum Oxide	1344-28-1	Total Dust	15 mg/m ³	USA. OSHA PELs
		Respirable	5 mg/m ³	USA. OSHA PELs
		Respirable	1 mg/m ³	USA. ACGIH TLVs
Barium Compounds	7440-39-3	Soluble Compounds	0.5 mg/m ³	USA. OSHA PELs
		Soluble Compounds	0.5 mg/m ³	USA. ACGIH TLVs
Calcium Carbonate	1317-65-3	Total Dust	15 mg/m ³	USA. OSHA PELs
		Total Dust	10 mg/m ³	USA. California OSHA PELs
		Respirable	5 mg/m ³	USA. OSHA PELs
Chromium	7440-47-3	Metal	1 mg/m ³	USA. OSHA PELs
		Metal	0.5 mg/m ³	USA. ACGIH TLVs
		Cr II compounds	0.5 mg/m ³	USA. OSHA PELs
		Cr III Compounds, Inorganic	0.5 mg/m ³	USA. OSHA PELs
	18540-29-9	Cr III Compounds, Inorganic	0.5 mg/m ³	USA. ACGIH TLVs
		Cr VI Compounds	0.1 mg/m ³	USA. OSHA PELs Ceiling
		Cr VI Compounds, Soluble	0.005 mg/m ³ (as Cr VI)	USA. OSHA PELs
		Cr VI Compounds, Soluble	0.05 mg/m ³ (as Cr)	USA. ACGIH TLVs
		Cr VI Compounds, Insoluble	0.005 mg/m ³ (as Cr VI)	USA. OSHA PELs

		Cr VI Compounds, Insoluble	0.01 mg/m ³ (as Cr)	USA. ACGIH TLVs
Cobalt	7440-48-4	As Metal, Dust & Fume	0.1 mg/m ³	USA. OSHA PELs
		As Metal, Dust & Fume	0.02 mg/m ³	USA. California OSHA PELs
		As Metal, Dust & Fume	0.02 mg/m ³	USA. ACGIH TLVs
Copper	7440-50-8	Dust	1 mg/m ³	USA. OSHA PELs & ACGIH TLVs
		Fume	0.1 mg/m ³	USA. OSHA PELs
		Fume	0.2 mg/m ³	USA. ACGIH TLVs
Fluorides	7789-75-5	As Fluorides	2.5 mg/m ³	USA. OSHA PELs & ACGIH TLVs
Iron & Iron Oxide	1309-37-1	Iron Oxide (As Fume)	10 mg/m ³	USA. OSHA PELs
		Iron Oxide (As Fume)	5 mg/m ³	USA. California OSHA PELs
		Respirable	5 mg/m ³	USA. ACGIH TLVs
Graphite	7782-42-5	Total Dust	15 mg/m ³	USA. OSHA PELs
		Total Dust	10 mg/m ³	USA. California OSHA PELs
		Respirable	5 mg/m ³	USA. OSHA PELs
		Respirable	2 mg/m ³	USA. ACGIH TLVs
Magnesite	546-93-0	Total Dust	15 mg/m ³	USA. OSHA PELs
		Total Dust	10 mg/m ³	USA. California OSHA PELs
		Total Dust	10 mg/m ³	USA. ACGIH TLVs
		Respirable	5 mg/m ³	USA. OSHA PELs
		Respirable	2 mg/m ³	USA. ACGIH TLVs
Magnesium Oxide	1309-48-4	Fume	15 mg/m ³	USA. OSHA PELs
		Fume	10 mg/m ³	USA. California OSHA PELs
		Fume (Inhalable)	10 mg/m ³	USA. ACGIH TLVs
Manganese & Mn Compounds	7439-96-5	Fume	5 mg/m ³	USA. OSHA PELs Ceiling
		Fume	0.2 mg/m ³	USA. California OSHA PELs
		Fume (Respirable)	0.02 mg/m ³	USA. ACGIH TLVs
		Fume (Inhalable)	0.1 mg/m ³	USA. ACGIH TLVs
		Inorganic	5 mg/m ³	USA. OSHA PELs Ceiling
		Inorganic	0.2 mg/m ³	USA. California OSHA PELs
		Inorganic (Respirable)	0.02 mg/m ³	USA. ACGIH TLVs
		Inorganic (Inhalable)	0.1 mg/m ³	USA. ACGIH TLVs
Molybdenum	7439-98-7	Soluble Compounds	5 mg/m ³	USA. OSHA PELs
		Soluble Compounds (Respirable)	0.5 mg/m ³	USA. ACGIH TLVs
		Insoluble compounds (Total Dust)	15 mg/m ³	USA. OSHA PELs
		Insoluble compounds (Total Dust)	10 mg/m ³	USA. California OSHA PELs
		Insoluble compounds (Respirable)	3 mg/m ³	USA. ACGIH TLVs & California OSHA PELs
		Insoluble compounds (Inhalable)	10 mg/m ³	USA. ACGIH TLVs
Nickel	7440-02-0	Metal	1 mg/m ³	USA. OSHA PELs
		Metal (Inhalable)	1.5 mg/m ³	USA. ACGIH TLVs
		Metal	0.015 mg/m ³	USA. NIOSH RELs

		Soluble Compounds	1 mg/m ³	USA. OSHA PELs
		Soluble Compounds (Inorganic)	0.1 mg/m ³	USA. ACGIH TLVs
		Insoluble Compounds	1 mg/m ³	USA. OSHA PELs
		Insoluble Compounds (Inorganic)	0.2 mg/m ³	USA. ACGIH TLVs
Potassium Silicate	1312-76-1	Total	10 mg/m ³	USA. ACGIH TLVs
Sodium Silicate	1344-09-8	Total	10 mg/m ³	USA. ACGIH TLVs
Silicon	7440-21-3	Total Dust	15 mg/m ³	USA. OSHA PELs
		Total Dust	10 mg/m ³	USA. California OSHA PELs
		Respirable	5 mg/m ³	USA. OSHA PELs
Silica (Quartz)	14808-60-7	Respirable	0.1 mg/m ³	USA. OSHA PELs
		Respirable	0.025 mg/m ³	USA. ACGIH TLVs
		Total Dust	0.3 mg/m ³	USA. OSHA PELs
Titanium Dioxide	13463-67-7	Total Dust	15 mg/m ³	USA. OSHA PELs
		Total Dust	10 mg/m ³	USA. ACGIH TLVs
Tungsten	7440-33-7	Insoluble	5.0 mg/m ³	USA. ACGIH TLVs
		Insoluble	10.0 mg/m ³	USA. ACGIH TLVs Ceiling
		Soluble	1.0 mg/m ³	USA. ACGIH TLVs
		Soluble	3.0 mg/m ³	USA. ACGIH TLVs Ceiling
Vanadium	7440-62-2	Oxide Dust	0.5 mg/m ³	USA. OSHA PELs Ceiling
		Oxide Dust (Inhalable)	0.05 mg/m ³	USA. ACGIH TLVs & California OSHA PELs
		Oxide Fume	0.1 mg/m ³	USA. OSHA PELs Ceiling
		Oxide Fume (Inhalable)	0.05 mg/m ³	USA. ACGIH TLVs & California OSHA PELs
Zirconium & Zr Compounds	7440-67-7	Metal	5 mg/m ³	USA. ACGIH TLVs
		Metal	10 mg/m ³	USA. ACGIH TLVs Ceiling
		Compound	5 mg/m ³	USA. OSHA PELs
		Compound	5 mg/m ³	USA. ACGIH TLVs
		Compound	10 mg/m ³	USA. ACGIH TLVs Ceiling

Exposure Limits – Canada

Common Name	CAS Number	Form	Exposure Limit	Source
Calcium Carbonate	1317-65-3	Total Dust	10 mg/m ³	Canada. Alberta OEL TWA
		Total Dust	20 mg/m ³	Canada. British Columbia OEL TWA STEL
		Total Dust	10 mg/m ³	Canada. British Columbia OEL TWA
		Respirable	3 mg/m ³	Canada. British Columbia OEL TWA
		Total Dust	10 mg/m ³	Canada. Saskatchewan OEL for 8hr ACL
		Total Dust	20 mg/m ³	Canada. Saskatchewan OEL for 15min ACL
		Total Dust	10 mg/m ³	Canada. Quebec OEL TWA

Manganese & Mn Compounds	7439-96-5	As Mn	0.2 mg/m ³	Canada. Alberta OEL TWA
		As Mn	0.2 mg/m ³	Canada. British Columbia OEL TWA
		As Mn (Inhalable)	0.1 mg/m ³	Canada. Manitoba OEL TWA
		As Mn (Respirable)	0.02 mg/m ³	Canada. Manitoba OEL TWA
		As Mn	0.2 mg/m ³	Canada. New Brunswick OEL TWA
		As Mn	0.1 mg/m ³	Canada. Newfoundland & Labrador OEL TWA
		As Mn	0.1 mg/m ³	Canada. Nova Scotia OEL TWA
		As Mn	1 mg/m ³	Canada. Nunavut OEL TWA
		As Mn	3 mg/m ³	Canada. Nunavut OEL STEL
		As Mn	5 mg/m ³	Canada. Nunavut OEL Ceiling
		As Mn	1 mg/m ³	Canada. Northwest Territories OEL TWA
		As Mn	3 mg/m ³	Canada. Northwest Territories OEL STEL
		As Mn	5 mg/m ³	Canada. Northwest Territories OEL Ceiling
		As Mn	0.2 mg/m ³	Canada. Ontario OEL TWA
		As Mn	0.2 mg/m ³	Canada. Prince Edward Island OEL TWA
		As Mn	0.2 mg/m ³	Canada. Quebec OEL TWA
		As Mn	0.2 mg/m ³	Canada. Saskatchewan OEL TWA
		As Mn	0.6 mg/m ³	Canada. Saskatchewan OEL STEL
		As Mn	5 mg/m ³	Canada. Yukon OEL Ceiling
Silicon	7440-21-3	Total Dust	10 mg/m ³	Canada. British Columbia OEL TWA
		Total Dust	3 mg/m ³	Canada. New Brunswick OEL TWA
		Total Dust	10 mg/m ³	Canada. Nunavut OEL TWA
		Total Dust	10 mg/m ³	Canada. Northwest Territories OEL TWA
		Total Dust	10 mg/m ³	Canada. Ontario OEL TWA
		Total Dust	10 mg/m ³	Canada. Quebec OEL TWA
		Total Dust	10 mg/m ³	Canada. Saskatchewan OEL TWA
		Total Dust	20 mg/m ³	Canada. Saskatchewan OEL STEL
		Total Dust	10 mg/m ³	Canada. Yukon OEL TWA
		Total Dust	20 mg/m ³	Canada. Yukon OEL STEL
Silica (Quartz)	14808-60-7	Respirable Fraction	0.025 mg/m ³	Canada. Alberta OEL TWA
		Respirable Fraction	0.025 mg/m ³	Canada. British Columbia OEL TWA
		Respirable Fraction	0.025 mg/m ³	Canada. Manitoba OEL TWA
		Respirable Fraction	0.1 mg/m ³	Canada. Ontario OEL TWA
		Respirable Fraction	0.05 mg/m ³	Canada. Quebec OEL TWA
		Respirable Fraction	0.1 mg/m ³	Canada. Saskatchewan OEL TWA
Titanium Dioxide	13463-67-7	Total Dust	10 mg/m ³	Canada. Alberta OEL TWA
		Dust (Respirable)	3 mg/m ³	Canada. British Columbia OEL TWA
		Total Dust	10 mg/m ³	Canada. British Columbia OEL TWA
		Total Dust	10 mg/m ³	Canada. Manitoba OEL TWA
		Total Dust	10 mg/m ³	Canada. Ontario OEL TWA
		Total Dust	10 mg/m ³	Canada. Quebec OEL TWA
		Total Dust	10 mg/m ³	Canada. Saskatchewan OEL TWA
		Total Dust	20 mg/m ³	Canada. Saskatchewan OEL STEL

Exposure Limits – Mexico

Common Name	CAS Number	Form	Exposure Limit	Source
Calcium Carbonate	1317-65-3	Total Dust	20 mg/m ³	Mexico. OEL CTT
		Total Dust	10 mg/m ³	Mexico. OEL CPT
Manganese & Mn Compounds	7439-96-5	As Mn	0.2 mg/m ³	Mexico. OEL CPT
		As Mn Fume	1.0 mg/m ³	Mexico. OEL CPT
		As Mn Fume	3.0 mg/m ³	Mexico. OEL CTT
Silicon	7440-21-3	Total Dust	10 mg/m ³	Mexico. OEL CPT
		Total Dust	20 mg/m ³	Mexico. OEL CTT
Silica	69012-46-2	Fume	10 mg/m ³	Mexico. OEL CPT
		Fume (Respirable)	3 mg/m ³	Mexico. OEL CPT
Silica (Quartz)	14808-60-7	Respirable Fraction	0.1 mg/m ³	Mexico. OEL CPT
Titanium Dioxide	13463-67-7	Total Dust	20 mg/m ³	Mexico. OEL CTT
		Total Dust	10 mg/m ³	Mexico. OEL CPT

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Solid or tubular wire
Color:	Various
Odor:	None
Odor threshold:	Not Applicable
pH:	Not Applicable
Melting point	>2000F (1100C)
Initial Boiling Point & Range:	Data Not Available
Flash point	Data Not Available
Evaporation rate	Data Not Available
Flammability	Data Not Available
Upper flammability/explosive limit:	Data Not Available
Lower flammability/explosive limit:	Data Not Available
Vapor pressure	Not Applicable
Vapor density:	Not Applicable
Relative density	0.2-0.3 lbs/in ³
Solubility in water	Data Not Available
Solubility (other)	Data Not Available
Partition coefficient	Data Not Available
Auto-ignition temperature	Data Not Available
Decomposition temperature:	Data Not Available
Viscosity :	Data Not Available

10. STABILITY AND REACTIVITY

Reactivity – This product is not reactive under normal conditions as shipped.

Chemical stability – This product is chemically stable under normal conditions as shipped.

Possibility of hazardous reactions – Polymerization reactions will not occur.

Conditions to avoid – Protect product from moisture and contamination.

Incompatible materials – Data not available

Hazardous decomposition products – Welding electrodes and wires emit fumes and gases when used under normal conditions. These fumes and gases produced during welding operations cannot be easily classified, and will differ in quantity and form from those ingredients listed in Section 3 of this SDS. The composition and quantity of these fumes and gases are directly dependent upon the metal being welded, any material coatings (such as primer or galvanizing), the welding process, the welding consumables and the welding procedures. Other conditions which also influence the composition and quantity of the fumes and gases produced include the number of welders in the work area, the volume of the work area, the quality and amount of ventilation or exhaust, and the proximity of the welder's head to the fume plume.

Decomposition products of welding consumables under normal operation include oxides of elements present in the welding consumable and base material. Manganese compounds may be present in the fume from manganese bearing electrodes. Hexavalent chromium may be present in the fume from electrodes containing chromium. Nickel compounds may be present in the fume from nickel bearing electrodes. Fluoride containing consumables may generate gaseous and particulate fluoride. Gases such as carbon monoxide, carbon dioxide, ozone and nitrogen oxides may also be produced in the arc area.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure:

Oral – Unknown health effects, but this exposure is unlikely to occur.

Inhalation – Inhalation of welding fumes may lead to acute and/or chronic health hazards (see table below).

Skin – Arc rays can burn the skin. Weld fume deposited on the skin may cause irritation (see table below).

Eye – Arc rays can injure the eyes. Weld fume contact with the eyes may cause irritation (see table below).

Information on toxicological effects:

The acute and chronic effects of compounds which may be exposed to the welder are listed in the table below. Also listed are the available measured values of toxicity for that substance and whether it is classified as carcinogenic.

Substance	Short-Term Exposure Effects	Long Term Exposure Effects	Toxicity Measure	Carcinogenicity
Aluminium Oxide	May cause eye & respiratory irritation.	May cause effects on central nervous system.	LC50 (Rat, Oral Exposure) >5,000 mg/kg	Not classifiable
Barium Compounds	May cause irritation to the nose, throat, and respiratory tract.	May cause baratosis (deposits of barium in lungs). Baratosis is benign & does not progress to fibrosis.	LD50 (Rat, Oral Exposure) = 418 mg/kg	Not classifiable
Chromium as Cr+3	May cause eye, skin & respiratory irritation.	May cause chronic bronchitis, sinusitis, rhinitis and asthma.	LC50 (Rat, 14 day Oral Exposure) >5,000 mg/kg	Not classifiable
Chromium as Cr+6	May cause eye, skin & respiratory irritation.	May cause lung, nasal and sinus cancer, ulceration and perforation of the nasal septum and skin rash.	LC50 (Rat, Oral Exposure) = 29 mg/kg	IARC-1 NTP-known OSHA
Cobalt Compounds	May cause respiratory irritation and cardiovascular inflammation.	May cause chronic irritation, diminished pulmonary function, asthma and fibrosis.	LC50 (Rat, 30 min Inhalation Exposure) = 165mg/m ³	Not classifiable

Substance	Short-Term Exposure Effects	Long Term Exposure Effects	Toxicity Measure	Carcinogenicity
Copper Oxide	May cause metal fume fever with upper respiratory irritation, chills, and aching muscles.	Prolonged contact may cause skin sensitization.	LD50 (Rat, Oral Exposure) = 470mg/kg	Not classifiable
Fluorides	May cause eye, skin & respiratory irritation.	May cause serious bone erosion and mottling of teeth (fluorosis).	LD50 (Rat, Oral Exposure) = 31 mg/kg	Not classifiable
Iron Oxide	May cause respiratory irritation.	May cause siderosis (deposits of iron in lungs). Siderosis is benign and does not progress to fibrosis.	LD50 (Rat, Oral Exposure) > 10,000 mg/kg	Not classifiable
Lithium Compounds	May cause eye & skin irritation.	May adversely affect the central nervous system & kidneys, and may be a reproductive toxin.	LC50 (Rat, 4 hour Inhalation Exposure) > 2.17 mg/L	Not classifiable
Magnesium Oxide	May cause eye & respiratory irritation.	May cause decreased lung function.	LD50 (Rat, Oral Exposure) = 3870 mg/kg	Not classifiable
Manganese Oxide	May cause respiratory irritation, metal fume fever with chills, fever, upset stomach, body ache, vomiting.	May cause brain and central nervous system effects resulting in arm and leg tremors, slurred speech and poor coordination.	LD50 (Rat, 4 hour Inhalation Exposure) = 19 mg mg/kg	Not classifiable
Molybdenum	May cause eye & respiratory irritation.	Not found.	Not found	Not classifiable
Nickel Oxide	May cause respiratory irritant, inhalation of fumes may cause pneumonitis.	Prolonged exposure may lead to asthma. Nickel refinery workers showed a higher incidence of lung and nasal cancers.	LD50 (Rat, Inhalation Exposure) > 5,000 mg/kg	IARC-1 NTP-known
Niobium	May cause respiratory irritation.	Not found.	Not found	Not classifiable
Silica	May cause eye & respiratory irritation.	Crystalline silica is a known carcinogen. Overexposure may also result in silicosis.	Not found	IARC-1 NTP-known
Titanium Dioxide	May cause respiratory irritation.	May be carcinogenic.	LD50 (Rat, Oral Exposure) > 10 g/kg	IARC-2B
Tungsten compounds	May cause respiratory irritation.	Not found.	Not found	Not found
Vanadium Oxide	May cause eye, skin & respiratory irritation.	Exposure to high concentrations of fume may lead to chronic nasal hyperplasia.	LD50 (Rat, Oral Exposure) =10 mg/kg	Not classifiable
Zirconium Oxide	May cause eye & respiratory irritation.	May cause decreased lung function.	Not found	Not classifiable
Carbon Dioxide	At low levels, may cause headache, dizziness, loss of coordination, nausea. At high levels can cause coma and possibly death.	Long term exposure may affect the body's metabolism.	LC50 (Human, Inhalation Exposure) =100,000 ppm/min	Not classifiable
Carbon Monoxide	May cause effects on the blood, resulting in carboxyhaemoglobinemia and cardiac disorders. High levels may result in death.	May have effects on the cardiovascular system and central nervous system. May cause toxicity to human reproduction or development.	LC50 (Rat, 4 hour Inhalation Exposure) =1807 ppm	Not classifiable

Substance	Short-Term Exposure Effects	Long Term Exposure Effects	Toxicity Measure	Carcinogenicity
Ozone	May cause eye and respiratory tract irritation. Inhalation may cause lung oedema. May cause effects on the central nervous system, resulting in headache and impaired performance.	May cause decreased lung function.	LC50 (Rat, 3 hour Inhalation Exposure) =4.5 mg/m ³	Not classifiable
Nitric Oxide	May cause respiratory irritation. Inhalation may cause lung oedema. Exposure far above the OEL may result in death.	May cause decreased lung function.	LC50 (Rat, Inhalation Exposure) =160 mg/m ³	Not classifiable
Nitrogen Dioxide	Corrosive to the skin and respiratory tract. Inhalation may cause lung oedema. Exposure far above the OEL may result in death.	May cause effects on the immune system and lungs, resulting in decrease in resistance to infection.	LC50 (Rat, 4 hour Inhalation Exposure) =88 ppm	Not classifiable

Other information on toxicological effects:

Germ cell mutagenicity – Not classified

Reproductive toxicity – Not classified

Specific target organ toxicity (Single exposure) – Not classified

Specific target organ toxicity (Repeated exposure) – Not classified

Aspiration hazard – Not classified

12. ECOLOGICAL INFORMATION

Toxicity:	Not classified
Persistence and degradability:	No information available
Bioaccumulative potential:	No information available
Mobility in soil:	No information available
Other adverse effects:	Unknown

13. DISPOSAL CONSIDERATIONS

Discard any product, residue, waste or packaging in an environmentally acceptable manner in compliance with federal, State, or local laws. Do not dispose of any waste, remaining product or by-product in the sewer.

14. TRANSPORT INFORMATION

UN Number:	Not regulated
UN Proper Shipping Name:	Not regulated
Transport Hazard Class:	Not regulated
Packing Group:	Not regulated
IMDG:	Not regulated
ICAO/IATA:	Not regulated

15. REGULATORY INFORMATION

U.S. Federal Regulations:

Emergency Planning & Community Right-To-Know Act (EPCRA) of 1986

Section 313 Hazardous Chemicals:

Aluminum, Aluminum Oxide, Barium and Barium Compounds, Chromium, Copper, Lithium Carbonate, Manganese, Nickel, Silicon & Silica, Iron & Iron Oxide, Magnesium, Zirconium and Vanadium.

Superfund Amendments and Reauthorization Act of 1986 (SARA):

Hazard categories – Acute (Immediate) and Chronic (Delayed)

Toxic Substances Control Act (TSCA) Inventory:

Iron – Listed

Silicon – Listed

U.S. State Laws:

California Proposition 65:

Titanium Dioxide – Carcinogenic

Silica (Quartz) - Carcinogenic

Warning: These products contain chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.

New Jersey Community Worker and Right-to-Know Act

Titanium Dioxide – Listed

Manganese – Listed

Massachusetts Right-to-Know Act Substance List

Titanium Dioxide – Listed

Manganese – Listed

Silica (Quartz) – Listed

Pennsylvania Right-to-Know Act Hazardous Substances List

Titanium Dioxide – Listed

Manganese – Listed

Rhode Island Right-to-Know Act Substance List

Manganese – Listed

Minnesota Right-to-Know Act Hazardous Substances List

Titanium Dioxide – Listed

Manganese – Listed

Silica (Quartz) – Listed

Canadian Regulations:

This product is classified according to the requirements of the Canadian Controlled Products Regulations Section 33, and this SDS contains all required information.

16. OTHER INFORMATION

DISCLAIMER: Users should take all standard and reasonable precautions when using this product for its intended use. The manufacturer does not recommend this product for any uses other than that described. The manufacturer makes no claims and provides no warranty for non-standard use.

NFPA 704:	HEALTH:	2	FLAMMABILITY:	0	REACTIVITY:	0
HMIS:	HEALTH:	2	FLAMMABILITY:	0	PHYSICAL HAZARD:	0

SDS Revisions

Preparation date:	5/12/2015	Revision date:	6/8/2015	Revision number:	1
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Note: Although the information and recommendations set forth herein (hereinafter "information") are presented in good faith and believed to be correct as of the date hereof, Select Arc makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will Select Arc be responsible for damages of any nature whatsoever resulting from the use of, misuse or reliance upon information. No representations or warranties, either express or implied, or merchantability, fitness for a particular purpose or any other nature are made hereunder with respect to information or the product to which information refers. Regulatory requirements are subject to change and may differ from one location to another. It is the buyer's responsibility to ensure its activities comply with federal, State, Provincial, and local laws and regulations.



Safety Data Sheet

Including Wheatland Tube, Atlas Tube, Sharon Tube, Energex Tube and Picoma Divisions

Zekelman Industries Corporate Office

227 West Monroe Street
26th Floor
Chicago, IL 60606
Phone: (312) 275-1601

Zekelman Industries Business Units (include):

1. Pipe – Wheatland, PA
2. DOM – Wheatland, PA and Niles, OH
3. EnergeX Tube – Warren OH; Blytheville, AR; Thomasville, AL; Welland, ONT, CAN
4. HSS & Piling – Chicago, IL; Harrow, ONT, CAN; Plymouth, MI; Winnipeg, ONT, CAN
5. Electrical, Fence & Mechanical – Chicago, IL and Cambridge, OH

Dear Customer:

Enclosed is a Zekelman Industries Safety Data Sheet for the products that you purchase. It is the continuing policy of Zekelman Industries to provide to our customers, health, safety and environmental protection information that is appropriate for handling and utilizing our products.

These Safety Data Sheets contain information that is valuable to your employee health and safety program and may be required to be in your possession by the Federal Hazard Communication Standard or other right-to-know legislation. It is important that your facility hazard communication coordinator, industrial hygiene or safety personnel receives this information so that it can be communicated to those employees having contact with these products.

Addendum 2 lists the rust preventative or protective coatings that are applied to products requiring such treatment. This addendum is available upon request.

Hazard Communication Programs are of the utmost importance to Zekelman Industries. We believe this information will be very beneficial to your Hazard Communication Program and we welcome any inquiries regarding additional information that you may require.

Contact and Emergency Telephone #:

Mike Ryan

Manager Technical Services

Direct Line (724) 342-6851 x 1587

Fax (724) 346-7158



Safety Data Sheet

1. COMPANY IDENTIFICATION

Manufacturer:
Zekelman Industries
227 West Monroe Street, 26th Floor
Chicago, IL 60606

Emergency Contact
Mike Ryan
724-342-6851 x 1587
mike.ryan@zekelman.com

Zekelman Industries includes the Wheatland Tube, Atlas Tube, Sharon Tube, EnergeX Tube and Picoma Divisions.

PRODUCT IDENTIFICATION

Product Name(s): CBW Pipe, ERW Pipe, Carbon Steel pipe, MLT, Mega-Flow, Mega-Thread, Schedule 10, Schedule 40, WLS, WST, GL, WT-40, WT-30, WT-20, Tubing, Casing, Line Pipe, Hollow Structural Sections (HSS), Pipe Piles, Mechanical Tubing

ASTM Standard(s): A53, A106, A135, A252, A795, A500, A501, A513, A589, A733, A795, A618, A865, A1085, F1043, F1083,
API Standard(s) 5L & 5CT;
UL Standard(s): 6, 6A, 797 & 1242; ANSI Standard(s) C80.1, C80.3, C80.5 & C.80.6

Common Names: Standard Pipe, Schedule 40, SureThread, Fence Pipe, Mechanical Tubing and Pipe, Schedule 10, Plumbing Pipe, Sprinkler Pipe, Water Pipe, Line Pipe, Gas Pipe, Steam Pipe, Extra Heavy Pipe, Schedule 80, R&D, Rigid Conduit, Dura Guard RMC, EMT, FasTrak Plus EMT, Color Check EMT, IMC, Aluminum Rigid Conduit, Electrical Fittings, Nipples & Couplings, Coupling Stock, Tubing, Casing, Line Pipe, Hollow Structural Sections (HSS), Pipe Piles, DOM, Seamless Pipe

2. HAZARDS IDENTIFICATION

This formed solid metal product poses little or no immediate health or fire hazard. When product is subjected to welding, burning, melting, sawing, brazing, grinding or other similar processes, potentially hazardous airborne particulate and fumes may be generated. These operations should be performed in well-ventilated areas. Avoid inhalation of metal dusts and fumes. Iron or steel foreign bodies imbedded in the cornea of the eye will produce rust stains unless removed promptly. If appropriate, respiratory protection and other personal protective equipment should be used.

Primary Entry Routes: Semi-finished Alloy steel products in their usual physical form do not present an inhalation, ingestion or contact hazard; however, operations such as burning, welding, sawing, brazing, machining and grinding may result in the following effects if exposures exceed recommended limits as listed in Section 2. Steel surfaces may be treated with small amounts of corrosion resistant paints, epoxies, laminates, etc., generally applied at the customer's request. Refer to the coating manufacturer's MSDS for hazards associated with coatings.

Acute Effects:

Inhalation: Excessive exposure to high concentrations of dust may cause irritation to the eyes, skin and mucous membranes of the upper respiratory tract. Excessive inhalation of fumes of freshly formed metal oxide particles sized below 1.5 microns and usually between 0.02-0.05 microns from many metals can produce an acute reaction known as "metal fume fever". Symptoms consist of chills and fever (very similar to and easily confused with flu symptoms), metallic taste in the mouth, dryness and irritation of the throat followed by weakness and muscle pain. After excessive exposures, onset of symptoms present after a few hours and usually last from 12 to 48 hours. Long-term effects from metal fume fever have not been noted. Freshly formed oxide fumes of manganese and copper have been associated with causing metal fume fever. Inhalation of chromium compounds may cause upper respiratory tract irritation. Molybdenum, nickel, and vanadium compounds, especially vanadium pentoxide, are respiratory tract irritants.

Eye: Particles of iron or iron compounds could become imbedded in the eye.

Skin: Skin contact with metallic fumes and dusts may cause physical abrasion. Chromium, molybdenum and vanadium compounds, especially vanadium pentoxide, are skin irritants. Exposure to nickel may cause contact and atopic dermatitis and



Safety Data Sheet

allergic sensitization. Repeated or prolonged contact with chemical surface treatments or oil residue may cause skin irritation, dermatitis, ulceration or allergic reactions in sensitized individuals

Ingestion: Ingestion of harmful amounts of this product as distributed is unlikely due to its solid insoluble form. Ingestion of dust may cause nausea or vomiting.

Chronic Effects: Chronic inhalation of metallic fumes and dusts are associated with the following conditions:

IRON OXIDE: Chronic inhalation of excessive concentrations of iron oxide fumes or dusts may result in the development of a benign pneumoconiosis, called siderosis, which is observable as an X-ray change. No physical impairment of lung function has been associated with siderosis. Inhalation of excessive concentrations of ferric oxide may enhance the risk of lung cancer development in workers exposed to pulmonary carcinogens. Iron oxide is listed as a Group 3 (not classifiable) carcinogen by IARC (The International Agency for Research on Cancer).

ALUMINUM: Aluminum dusts/fines are a low health risk by inhalation and should be treated as a nuisance dust. Aluminum dust is a respiratory and eye irritant.

CARBON: Chronic inhalation of high concentrations to carbon may cause pulmonary disorders.

CHROMIUM: The health hazards associated with exposure to chromium are dependent upon its oxidation state. The metal form (chromium as it exists in this product) is of very low toxicity. The hexavalent form is very toxic. Repeated or prolonged exposure to hexavalent chromium compounds may cause respiratory irritation, nosebleed, ulceration and perforation of the nasal septum. Industrial exposure to certain forms of hexavalent chromium has been related to an increased incidence of cancer. The National Toxicology Program (NTP) Fourth Annual report on Carcinogens cites "certain Chromium compounds" as human carcinogens. ACGIH has reviewed the toxicity data and concluded that chromium metal is not classifiable as a human carcinogen.

COPPER: Inhalation of high concentrations of freshly formed oxide fumes and dusts of copper can cause metal fume fever. Chronic inhalation of copper dust has caused, in animals, hemolysis of the red blood cells, deposition of hemofuscin in the liver and pancreas, injury to lung cells and gastrointestinal symptoms.

MANGANESE: Chronic exposure to high concentrations of manganese fumes and dusts may adversely affect the central nervous system with symptoms including languor, sleepiness, weakness, emotional disturbances, spastic gait, mask-like facial expression and paralysis. Animal studies indicate that manganese exposure may increase susceptibility to bacterial and viral infections.

MOLYBDENUM: Certain handling operations, such as burning and welding, may generate both insoluble molybdenum compounds (metal and molybdenum dioxide) and soluble molybdenum compounds (molybdenum trioxide). Molybdenum compounds generally exhibit a low order of toxicity with the trioxide the more toxic. However, some reports indicate that the dust of the molybdenum metal, molybdenum dioxide and molybdenum trioxide may cause eye, skin, nose and throat irritation in animals.

NICKEL: Exposure to nickel dusts and fumes can cause sensitization dermatitis, respiratory irritation, asthma, pulmonary fibrosis, edema and may cause nasal or lung cancer in humans. IARC lists nickel and certain nickel compounds as Group 2B carcinogens (sufficient animal data). ACGIH 2009 TLVs® and BEIs® lists insoluble nickel compounds as confirmed human carcinogens.

SILICON: Silicon dusts are a low health risk by inhalation and should be treated as a nuisance dust. Eye contact with pure material can cause particulate irritation. Skin contact with silicon dusts may cause physical abrasion.

VANADIUM: Excessive long term or repeated exposures to vanadium compounds, especially the pentoxide, may result in chronic pulmonary changes such as emphysema or bronchitis.

Long-term inhalation exposure to high concentrations (over-exposure) to pneumoconiotic agents may act synergistically with inhalation of oxides, fumes or dusts of this product to cause toxic effects.

Carcinogenicity: IARC, NTP, and OSHA do not list steel products as carcinogens. IARC identifies nickel and certain nickel compounds and welding fumes as Group 2B carcinogens that are possibly carcinogenic to humans. ACGIH lists insoluble nickel compounds as confirmed human carcinogens. IARC lists chromium metal and trivalent chromium compounds as Group 3 carcinogens, not classifiable as to their human carcinogenicity. Hexavalent chromium compounds are listed by IARC as Group 1 carcinogens that are carcinogenic to humans. NTP Fourth Annual report on Carcinogens cites "certain Chromium compounds" as human carcinogens. ACGIH has reviewed the toxicity data and concluded that chromium metal is not classifiable as a human carcinogen.



Safety Data Sheet

Medical Conditions Aggravated by Long-Term Exposure: Individuals with chronic respiratory disorders (i.e., asthma, chronic bronchitis, emphysema, etc.) may be adversely affected by any fume or airborne particulate matter exposure.

SARA Potential Hazard Categories: Delayed Chronic Health Hazard

3. COMPOSITION / INFORMATION ON INGREDIENTS

Base Metal, Alloying Elements & Metal Coatings

Ingredient Name	CAS Number	Percentage by wt.	OSHA PEL 1	ACGIH TLV 2
Base Metal (Steel):				
Iron	7439-89-6	>95	10 mg/m ³ - Iron oxide fume	5 mg/m ³ - Iron oxide dust and fume
Steel Alloying Elements:				
Aluminum	7429-90-5	< 0.070	15 mg/m ³ - as total dust 5 mg/m ³ - as respirable fraction	10 mg/m ³ - Metal Dust 5 mg/m ³ - Welding fume
Carbon	7440-44-0	< 0.46	15 mg/m ³ - as total dust (PNOR) 3 5 mg/m ³ - as respirable fraction (PNOR)	10 mg/m ³ - as inhalable fraction ⁴ (PNOS) 5 3 mg/m ³ - as respirable fraction ⁶ (PNOS)
Chromium	7440-47-3	< 1.10	1 mg/m ³ - Chromium metal	0.5 mg/m ³ - Chromium metal & Cr III compounds
Copper	7440-50-8	< 0.21	0.1 mg/m ³ - Fume (as Cu) 1 mg/m ³ - Dusts & mists (as Cu)	0.1 mg/m ³ - Fume 1 mg/m ³ - Dusts & mists (as Cu)
Manganese	7439-96-5	< 1.66	5 mg/m ³ (C) - Fume & Mn compounds	0.2 mg/m ³
Molybdenum	7439-98-7	< 0.25	15 mg/m ³ - as total Dust 5 mg/m ³ - as respirable fraction	10 mg/m ³ - Insoluble Compounds 5 mg/m ³ - Soluble Compounds
Nickel	7440-02-0	< 0.10	1 mg/m ³ - Metal & insoluble compounds (as Ni)	1.5 mg/m ³ - Elemental nickel (as Ni) 0.2 mg/m ³ - Insoluble compounds
Silicon	7440-21-3	< 0.35	15 mg/m ³ - as total dust 5 mg/m ³ - as respirable fraction	10 mg/m ³
Vanadium	7440-62-2	< .15	0.5 mg/m ³ - as respirable Dust 0.1 mg/m ³ - Fume	0.05 mg/m ³
Base Metal (Aluminum):				
Aluminum as Metal	7429-90-5	>90	15 mg/m ³ - as total dust 5 mg/m ³ - as respirable fraction	10 mg/m ³ - Metal Dust 5 mg/m ³ - Welding fume
Aluminum Alloying Elements:				
Metallic Coating – (Galvanized Product Only)				
Zinc	1314-13-2	<6.0	5 mg/m ³ - Dust – As Zinc Oxide 15 mg/m ³ - Fume - As Zinc Oxide	5 mg/m ³ 5 mg/m ³

* Varnish, Paint or Oil coating may be used: Listing of coatings used is available upon request (Addendum 2).

Notes:

- All commercial steel products contain small amounts of various elements in addition to those listed in the attached SDS. These small quantities are frequently referred to as “trace” or “residual” elements that generally originate in the raw materials used. Steel products may contain the following trace or residual elements including typical percentages for the elements identified: boron (≤0.0005 max, typically 0.0001%), calcium (≤ 0.005 max, typically 0.0003%), columbium (≤0.15 max, typically 0.002%), molybdenum (≤0.6 max, typically 0.006%), phosphorous (≤0.1 max, typically 0.01%), sulfur (≤ 0.04 max, typically 0.007%), tin (≤ .03 max, typically 0.002%), titanium (≤0.15 max,



Safety Data Sheet

typically 0.002%), and vanadium (≤ 0.15 max, typically 0.001%). Other trace elements not frequently identified, may include antimony, arsenic, cadmium, cobalt, lead, and zirconium.

- Percentages are expressed as typical ranges or maximum concentrations of the ingredients for the purpose of communicating the potential hazards of the product. Consult product specifications for specific composition information.
- OSHA (Occupational Health and Safety Administration) PELs (Permissible Exposure Limits) are 8-hour TWA (Time Weighted Average) concentrations unless otherwise noted. A ("C") designation denotes a ceiling limit, which should not be exceeded during any part of the working exposure unless otherwise noted.
- TLV (Threshold Limit Values) established by ACGIH (the American Conference of Governmental Industrial Hygienists) are 8-hour TWA concentrations unless otherwise noted.
- PNOR (Particulates Not Otherwise Regulated) - All inert or nuisance dusts, whether mineral, inorganic, or organic, not listed specifically by substance name are covered by a limit which is the same as the inert or nuisance dust limit of 15 mg/m³ for total dust and 5 mg/m³ for the respirable fraction.
- Inhalable fraction - The concentration of inhalable particulate for the application of this TLV is to be determined from the fraction passing a size-selector with the characteristics defined in the ACGIH 2009 TLVs[®] and BEIs[®] (Biological Exposure Indices) Appendix D, paragraph A
- PNOS (Particulates Not Otherwise Specified) - Particulates identified under the PNOS heading are "nuisance dusts" containing no asbestos and <1% crystalline silica. A TWA-TLV of 10 mg/m³ for inhalable particulate and 3 mg/m³ for respirable particulate has been recommended.
- Respirable fraction - The concentration of respirable dust for the application of this limit is to be determined from the fraction passing a size-selector with the characteristics defined in the ACGIH 2009 TLVs[®] and BEIs[®] Appendix D, Paragraph C.

4. FIRST AID MEASURES

Emergency First Aid Procedures:

Inhalation: For over-exposure to airborne fumes and particulate, remove exposed person to fresh air. If breathing is difficult or has stopped, administer artificial respiration or oxygen as indicated. Seek medical attention promptly.

Eye Contact: Flush with large amounts of clean water to remove particles. Seek medical attention if irritation persists.

Skin Contact: Not anticipated to pose a significant skin hazard. However, should dermatitis develop, wash affected area thoroughly with mild soap and water. If irritation or other symptoms develop, seek medical attention. If thermal burn has occurred, flush area with cold water and seek medical attention. If mechanical abrasion has occurred, seek medical attention.

Ingestion: Not a probable route of industrial exposure; however, if ingested, seek medical attention immediately.

5. FIRE AND EXPLOSION HAZARD DATA

Steel products in the solid state present no fire or explosion hazard and do not contribute to the combustion of other products.

6. ACCIDENTAL RELEASE MEASURES

Spill/Leak Procedures: Steel products in the solid state present no release hazard. No special [reactions are required for spills of bulk material. If large quantities of dust are spilled, remove by vacuuming or wet sweeping to prevent heavy concentrations of airborne dust.

Hazardous Materials Released: N/A

Regulatory Requirements: Follow applicable OSHA regulations (29 CFR 1910.120) and all other pertinent state and Federal requirements.

Disposal: Follow applicable Federal, state, and local regulations.

7. HANDLING AND STORAGE



Safety Data Sheet

Handling Precautions: Operations with the potential for generating high concentrations of airborne particles should be evaluated and controlled as needed. Minimize generation of airborne dust and fume. Avoid breathing metal dust or fumes. Practice good housekeeping. Non-metallic coatings, i.e. oils, paints, epoxies, laminates, etc. may be applied (generally at the customer's request) to the surface of these products. Burning or welding on steel products with non-metallic coatings may produce emissions which may cause eye and respiratory tract irritation or other respiratory system effects. The possible presence of these coatings should be recognized and considered when evaluating potential employee health hazards and exposures during handling and welding or other dust/fume generating activities. Prolonged contact with non-metallic coating oils may cause skin irritation and should be avoided.

Storage Requirements: Store away from acids and incompatible materials.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Use controls as appropriate to minimize exposure to metal fumes and dusts during handling operations. When airborne emissions may occur due to further processing: (1) avoid breathing dust and fume, (2) evaluate potential employee exposure, (3) minimize generation of airborne emissions, (4) maintain surfaces free as practical of accumulated material, (5) use protective clothing as specified by an industrial hygienist or safety professional where exposure levels may be excessive, (6) do not smoke in work area, (7) wash hands before eating, drinking or smoking and after handling, (8) change contaminated clothing before leaving work premises. Removal of surface coatings should be considered prior to welding or other fume generating activities.

Ventilation: Provide general or local exhaust ventilation systems to minimize airborne concentrations. Local exhaust ventilation is preferred because it prevents contaminant dispersion into the work area by controlling it at its source.

Administrative Controls: Do not use compressed air to clean-up accumulated material or dust. Minimize generation of airborne emissions.

Respiratory Protection: Seek professional advice prior to respirator selection and use. Follow OSHA respirator regulations (29 CFR 1910.134) and, if necessary, wear a NIOSH-approved respirator. Elect respirator based on its suitability to provide adequate worker protection for given working conditions, level of airborne contamination, and presence of sufficient oxygen.

Protective Clothing/Equipment: For operations, which result in elevating the temperature of the product to or above its melting point or result in the generation of airborne particulates, use protective clothing, gloves and safety glasses to prevent skin and eye contact. Contact lenses should not be worn where industrial exposures to this material are likely. Use safety glasses or goggles as required for welding, burning, sawing, brazing, grinding or machining operations. Protective gloves should be worn as required for welding, burning or handling operations.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State: Solid

Appearance and Odor: Metallic Gray, Odorless

Odor Threshold: Not Applicable

Vapor Pressure: Not Applicable

Vapor Density (Air = 1): Not Applicable

Formula Weight: Not Applicable

Density: 7.85

Specific Gravity (H₂O = 1, at 4 °C): 7.6-7.8

pH: Not Applicable

Water Solubility: Insoluble

Other Solubilities: Not Applicable

Boiling Point: Not Applicable

Viscosity: Not Applicable

Refractive Index: Not Applicable

Surface Tension: Not Applicable

% Volatile: Not Applicable

Evaporation Rate: Not Applicable

Melting Point: Base Metal 1537.8°C, (2800 °F)

10. STABILITY AND REACTIVITY

Stability: Steel products are stable under normal storage and handling conditions.

Polymerization: Hazardous polymerization will not occur.



Safety Data Sheet

Chemical Incompatibilities: Will react with strong acids to form hydrogen. Iron oxide dusts in contact with calcium hypochlorite evolve oxygen and may cause an explosion.

Conditions to Avoid: Avoid storage with strong acids or calcium hypochlorite. Molten metal may react violently with water.

Hazardous Decomposition Products: Thermal oxidative decomposition of steel products can produce fumes containing oxides of iron and manganese as well as other elements. If present, surface treatments such as corrosion-inhibiting oils, resin, or coatings on the product may yield noxious gases such as the oxides of carbon upon thermal oxidative decomposition.

11. TOXICOLOGICAL INFORMATION

Toxicity Data:* No information is available for the product as a mixture. The possible presence of chemical surface treatments and oil coatings should be considered when evaluating potential employee health hazards and exposures during handling and welding or other fume generating activities.

Eye Effects: Eye contact with the individual components may cause particulate irritation.

Implantation of iron particles in guinea pig corneas have resulted in rust rings with corneal softening about rust ring.

Skin Effects: Not anticipated to pose significant skin hazards. Skin contact with the individual components may cause physical abrasion, irritation, dermatitis, ulcerations and sensitizations.

Chronic Effects: Refer to Section 3

Acute Inhalation Effects: Inhalation of the individual alloy components has been shown to cause various respiratory effects.

Acute Oral Effects: No Information Found (NIF)

Other: No LC50 or LD50 has been established for the mixture as a whole. Iron LD50: 30 g/kg oral (rat), Aluminum LD50: NIF, Carbon LD50: NIF, Chromium LDLo: 71 mg/kg GIT orl (human), Copper LDLo: 120 µg/kg GIT ipl (rat), Manganese LD50: 9 g/kg oral (rat), Molybdenum LDLo: 114 mg/kg ipr (rat), Nickel LDLo: 5 mg/kg orl (guinea pig), Silicon LD50: NIF, Vanadium LD50: 59 mg/kg scu (rabbit)

Carcinogenicity: Chromium and Nickel, Refer to Section 3

Mutagenicity: NIF

Teratogenicity: NIF

- See NIOSH, *RTECS* (NO7400000), for additional toxicity data on iron oxide, (BD1200000) for aluminum oxide, (FF5250000) for carbon, GB5425000) for chromium, (GL5325000) for copper, (OO9275000) for manganese, (QA4680000) for molybdenum, (QR5950000) for nickel, (WM0400000) for silicon, (YW2460000) for vanadium pentoxide

12. ECOLOGICAL INFORMATION

Ecotoxicity: No information found for the product as a whole. However, individual components of the product have been found to be toxic to the environment. Metal dusts may migrate into soil and groundwater and be ingested by wildlife.

Environmental Fate: No Information Found (NIF)

Environmental Degradation: NIF

Soil Absorption/Mobility: No information found for the product as a whole. However, individual components of the product have been found to be absorbed by plants from soil.

13. DISPOSAL CONSIDERATION

Disposal: This material is considered to be a solid waste, not a hazardous waste. Follow applicable Federal, state, and local regulations for disposal of solid waste and airborne particulates accumulated during handling operations of the product. Waste steel products can be recycled for further use.

Disposal Regulatory Requirements: No Information Found (NIF)

Container Cleaning and Disposal: Follow applicable Federal, state and local regulations. Observe safe handling precautions.

14. TRANSPORT INFORMATION

DOT Transportation Data (49 CFR 172.101):



Safety Data Sheet

Carbon and Alloy Steels are not listed as hazardous substances under 49 CFR 172.101.

Shipping Name: Not Applicable

Shipping Symbols: Not Applicable

Hazard Class: Not Applicable

ID No.: Not Applicable

Packing Group: Not Applicable

Label: Not Applicable

Special Provisions (172.102):

None

Packaging Authorizations

a) Exceptions: None

b) Non-bulk Packaging: Not Applicable

c) Bulk Packaging: Not Applicable

Quantity Limitations

a) Passenger, Aircraft, or Railcar: Not Applicable

b) Cargo Aircraft Only: Not Applicable

Vessel Stowage Requirements

a) Vessel Stowage: Not Applicable

b) Other: Not Applicable

15. REGULATORY INFORMATION

Regulatory Information: *The following listing of regulations relating to an ArcelorMittal USA Inc. product may not be complete and should not be solely relied upon for all regulatory compliance responsibilities.*

This product and/or its constituents are subject to the following regulations:

OSHA Regulations:

Air Contaminant (29 CFR 1910.1000, Tables Z-1, Z-2 & Z-3): Steel products as a whole are not listed; however, individual components of the product are listed.

EPA Regulations:

RCRA: Chromium and Nickel are regulated under this act.

CERCLA Hazardous Substance (40 CFR 302.4): The product as a whole is not listed; however, individual components of the product are listed: Chromium, Copper, Manganese compounds, and Nickel are listed under SARA 302.

SARA 311/312 Codes: Delayed (chronic) health hazard.

SARA 313: Aluminum (fume or dust), Chromium, Copper, Manganese, and Nickel are subject to SARA 313 reporting requirements. Please also note that if you prepackage or otherwise redistribute this product to industrial customers, SARA 313 requires that a notice be sent to those customers.

Clean Water Act: Chromium, Copper and Nickel are Section 307 Priority Pollutants.

Safe Drinking Water Act: Aluminum, Chromium, Copper, Molybdenum, Nickel and Vanadium are regulated under this act.

State Regulations: The product as a whole is not listed in any state regulations. However, individual components of the product are listed in various state regulations.

Pennsylvania Right to Know: Contains regulated material in the following categories:

- Hazardous Substances: Calcium, Molybdenum, and Silicon.
- Environmental Hazards: Aluminum, Chromium, Copper, Manganese, Nickel, and Vanadium.
- Special Hazard Substances: Chromium and Nickel

New Jersey Right to Know: Contains regulated material in the following categories:

- Environmental Hazardous Substance: Aluminum (fume or dust), Chromium, Copper, Manganese, Nickel, and Vanadium (fume or dust)
- Special Health Hazard Substances: Not regulated.

California Prop. 65: Nickel is a material known to cause cancer or reproductive toxicity.

Other Regulations: The product as a whole is not listed in any state regulations. However, individual components of the product are listed in various state regulations.

WHMIS (Canadian): D2B Product Classification

16. OTHER INFORMATION

Prepared By: Zekelman Industries

Hazard Rating Systems:

NFPA Code: 0-0-0 HMIS Code: 0-0-0 PPE: See Section 8

ABBREVIATIONS/ACRONYMS:

ACGIH American Conference of Governmental Industrial Hygienists

BEIs Biological Exposure Indices

NIF No Information Found

NIOSH National Institute for Occupational Safety



Safety Data Sheet

CAS	Chemical Abstracts Service
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CNS	Central Nervous System
GI, GIT	Gastro-Intestinal, Gastro-Intestinal Tract
HMIS	Hazardous Materials Identification System
IARC	International Agency for Research on Cancer
LC50	Median Lethal Concentration
LD50	Median Lethal Dose
LD Lo	Lowest Dose to have killed animals or humans
LEL	Lower Explosive Limit
µg/m³	microgram per cubic meter of air
mg/m³	milligram per cubic meter of air
mppcf	million particles per cubic foot
MSDS	Material Safety Data Sheet
MSHA	Mine Safety and Health Administration
NFPA	National Fire Protection Association

NTP	and Health National Toxicology Program
ORC	Organization Resources Counselors
OSHA	Occupational Safety and Health Administration
PEL	Permissible Exposure Limit
PNOR	Particulate Not Otherwise Regulated
PNOC	Particulate Not Otherwise Classified
PPE	Personal Protective Equipment
ppm	parts per million
RCRA	Resource Conservation and Recovery Act
RTECS	Registry of Toxic Effects of Chemical Substances
SARA	Superfund Amendment and Reauthorization Act
SCBA	Self-contained Breathing Apparatus
STEL	Short-term Exposure Limit
TLV	Threshold Limit Value
TWA	Time-weighted Average
UEL	Upper Explosive Limit

Disclaimer: This information is taken from sources or based upon data believed to be reliable. Our objective in sending this information is to help you protect the health and safety of your personnel and to comply with the OSHA Hazard Communication Standard and Title III of the Superfund Amendment and Reauthorization Act of 1986. Zekelman Industries makes no warranty as to the absolute correctness, completeness, or sufficiency of any of the foregoing, or any additional, or other measures that may not be required under particular conditions. ZEKELMAN INDUSTRIES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR TRADE.

LABEL

Carbon and Alloy

GENERAL HAZARD STATEMENT: This formed solid product poses little or no immediate health or fire hazard. When product is subjected to welding, burning, melting, sawing, brazing, grinding or other similar processes, potentially hazardous airborne particulate and fumes may be generated; these operations should be performed in well-ventilated areas. Avoid inhalation of metal dusts and fumes. Iron or steel foreign bodies imbedded in the cornea of the eye will produce rust stains unless removed promptly.

If appropriate, respiratory protection and other personal protective equipment should be used.

CAUTION

DUST OR FUME GENERATED DURING WELDING OR OTHER PROCESSING MAY CAUSE:

RESPIRATORY TRACT, SKIN, AND EYE IRRITATION AND/OR SENSITIZATION, AND MAY CAUSE METAL FUME FEVER.

CANCER HAZARD (CONTAINS NICKEL AND CHROMIUM*). RISKS WILL DEPEND UPON TYPE OF PROCESSING. EFFECTS WILL DEPEND ON DURATION AND LEVEL OF EXPOSURE.

Consult MSDS for more information



Safety Data Sheet

** The chromium metal in these alloys is in the zero valence state. As such, chromium metal does not present any unusual health hazard. However, welding, torch cutting, brazing or perhaps grinding on this product may generate airborne concentrations of hexavalent chromium (Cr+6), metallic nickel and nickel alloys. The International Agency for Research on Cancer classified hexavalent chromium as a category 1 confirmed human carcinogen and metallic nickel and alloys as a category 2B possibly carcinogenic to humans.*

PRECAUTIONS: Avoid breathing or contact with dust or fume. Adequate ventilation is required while welding burning, melting, cutting, brazing, grinding, and machining. Wear appropriate personal protective equipment.

FIRST AID:

INHALATION - For over-exposure to airborne fumes and particulate, remove exposed person to fresh air. If breathing is difficult or has stopped, administer artificial respiration or oxygen as indicated. Seek medical attention promptly.

EYE CONTACT - Flush with large amounts of clean water to remove particles. Seek medical attention if irritation persists.

SKIN CONTACT - Not anticipated to pose a significant skin hazard. If irritation or other symptoms develop, seek medical attention. Wash affected areas with soap or mild detergent and water. If thermal burn has occurred, flush area with cold water and seek medical attention.

INGESTION - Not a probable route of industrial exposure; however, if ingested, obtain medical advice.

Zekelman Industries

227 West Monroe Street, 26th Floor, Chicago, IL 60606

General Information: 724-342-6851

Original Issue Date: 11/01/1985

Revised: 11/10/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2020

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).

PRODUCER Bell Anderson Agency, Inc. 600 SW 39th St, Suite 200 Renton WA 98057	CONTACT NAME: Karen L Padilla PHONE (A/C, No, Ext): (425) 291-5200 FAX (A/C, No): (425) 291-5100 E-MAIL ADDRESS: karenp@bell-anderson.com
INSURED Foust Fabrication Co 1159 Orin Rice Rd Colville WA 99114	INSURER(S) AFFORDING COVERAGE INSURER A: Gemini Insurance Company INSURER B: Mutual Of Enumclaw Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10833 MOE

COVERAGES**CERTIFICATE NUMBER:** CL20102943337**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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VCGP025201	12/09/2019	12/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP001360207	04/26/2020	04/26/2021	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 RETENTION \$			VCFX001054	12/09/2019	12/09/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	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		N / A	VCGP025201/ WA STOP GAP	12/09/2019	12/09/2020	PER STATUTE 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

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

RE: Grapple Rebuild Offsite-Certificate holder is additional insured per the attached endorsement #CG2010 0413. Waiver of subrogation per the attached endorsement #CG2404 0509. Primary & non-contributory coverage per the attached endorsement #CG2001 0410.

CERTIFICATE HOLDER**CANCELLATION**The City of Spokane
2900 South Geiger Blvd

Spokane

WA 99224

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

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Policy Number: VCGP025201
Insured Name: Foust Fabrication Co.
Number: 39

CG 20 10 04 13

Effective Date: 12/09/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy: VCGP025201
Insured Name: Foust Fabrication Co.
Number: 14

CG 20 01 04 13

Effective Date: 12/09/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: VCGP025201
Insured Name: Foust Fabrication Co.
Number: 43

CG 24 04 05 09

Effective Date: 12/09/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE
Name Of Person Or Organization: Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/24/20

Type of expenditure: Goods ☐ Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$100,000.00

Funding Source: SWD Budget: 4490-44900-94000-56401

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The grapples used on the cranes at the WTE facility operate in a 24/7 environment transporting municipal solid waste. As part of the facilities maintenance program, the grapples are rotated out annually and refurbished. Upon examination, one of the grapples was discovered to have significant damage and some components can no longer be refurbished, requiring these components to be replaced. Without a backup grapple, a failure would result in an unplanned boiler shut down.

What are the impacts if expenses are deferred?

If deferred, a grapple failure would result in an unplanned shut down of the boilers, resulting in increased costs to transport solid waste to a landfill and a significant loss in revenue from electrical generation.

What alternative resources have been considered?

There are no known alternative resources.

Description of the goods or service and any additional information?

This bid is to fabricate the needed components and provide a refurbishment on the reusable parts to return the Waste to Energy Facility's crane grapple to usable condition. Funding is available in the Major R&M 2020 budget for this due to less than anticipated spending on other projects this year.

Person Submitting Form/Contact: Michelle Dorgan

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Scott Simmons

E2AAB6F5A12B489...

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

11/30/2020

Date Rec'd

11/24/2020

Clerk's File #

CPR 2020-0002

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

ACCOUNTING

Contact Name/Phone

LEONARD DAVIS 625-6028

Contact E-Mail

LDAVIS@SPOKANECITY.ORG

Agenda Item Type

Claim Item

Agenda Item Name

5600-CLAIMS-2020

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 11/20/20.
Total: \$17,422,987.57 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$16,474,434.18

Summary (Background)

Pages 1-36 Check numbers: 575939 - 576086 ACH payment numbers: 84361 - 84597 On file for review in City Clerks Office: 36 Page listing of Claims Note:

Lease? YES

Grant related?

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 16,474,434.18

Various

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

HUGHES, MICHELLE

Study Session\Other**Division Director**

WALLACE, TONYA

Council Sponsor**Finance**

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 47

APPROVAL FUND SUMMARY

DATE: 11/23/20
TIME: 07:43
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	2,882,820.30
1100	STREET FUND	276,399.99
1200	CODE ENFORCEMENT FUND	6,886.87
1300	LIBRARY FUND	33,040.43
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	67,514.47
1400	PARKS AND RECREATION FUND	45,062.96
1460	PARKING METER REVENUE FUND	8,959.92
1510	SPOKANE REG EMERG COM SYS	806.14
1560	FORFEITURES & CONTRIBUTION FND	25,000.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	25,349.93
1625	PUBLIC SAFETY PERSONNEL FUND	22,973.83
1630	COMBINED COMMUNICATIONS CENTER	64,500.38
1640	COMMUNICATIONS BLDG M&O FUND	1,903.00
1680	CD/HS OPERATIONS	10,164.93
1970	FIRE/EMS FUND	258,989.57
3200	ARTERIAL STREET FUND	1,652,212.44
4100	WATER DIVISION	500,623.77
4250	INTEGRATED CAPITAL MANAGEMENT	4,233,554.45
4300	SEWER FUND	411,763.47
4480	SOLID WASTE FUND	969,113.33
4600	GOLF FUND	6,140.04
4700	DEVELOPMENT SVCS CENTER	55,363.96
5100	FLEET SERVICES FUND	140,073.78
5110	FLEET SVCS EQUIP REPL FUND	332,650.51
5200	PUBLIC WORKS AND UTILITIES	9,317.06
5300	IT FUND	82,987.27
5400	REPROGRAPHICS FUND	3,687.85
5500	PURCHASING & STORES FUND	5,184.38
5600	ACCOUNTING SERVICES	20,436.50
5700	MY SPOKANE	10,166.11
5750	OFFICE OF PERFORMANCE MGMT	26,711.91
5800	RISK MANAGEMENT FUND	6,624.47
5810	WORKERS' COMPENSATION FUND	318,332.64
5820	UNEMPLOYMENT COMPENSATION FUND	54.07
5830	EMPLOYEES BENEFITS FUND	1,026,163.23
5900	ASSET MANAGEMENT FUND OPS	89,740.82
5902	PROPERTY ACQUISITION POLICE	3,239.32
6060	EMPLOYEES' RETIREMENT FUND	2,174.57
6070	FIREFIGHTERS' PENSION FUND	5,238.53
6080	POLICE PENSION FUND	5,082.53
6730	PARKING & BUSINESS IMPROV DIST	115,073.75
6960	SALARY CLEARING FUND NEW	2,712,350.70
TOTAL:		16,474,434.18

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 47

DATE: 11/23/20
TIME:
PAGE: 1

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

CATHOLIC CHARITIES	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084466	6,537.39
DRI STICK DECAL CORP	OPERATING SUPPLIES	
DBA RYDIN DECAL	ACH PMT NO. - 80084502	365.00
GEOCKO INC.	CONTRACTUAL SERVICES	
DBA LIVESTORIES	ACH PMT NO. - 80084490	495,795.00
HIP OF SPOKANE COUNTY DBA	CONTRACTUAL SERVICES	
COMMUNITY MINDED ENTERPRISES	ACH PMT NO. - 80084544	221,430.22
IF YOU COULD SAVE JUST ONE	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084385	14,028.27
INTERFAITH HOSPITALITY	CONTRACTUAL SERVICES	
NETWORK OF SPOKANE	ACH PMT NO. - 80084483	11,408.01
LUTHERAN COMMUNITY SERVICES NW	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084491	4,803.95
MARTIN LUTHER KING JR FAMILY	CONTRACTUAL SERVICES	
OUTREACH CENTER	ACH PMT NO. - 80084562	24,094.03
NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084567	16,707.82
RW LOTHROP ENTERPRISES	OTHER MISC CHARGES	
DBA MOJO PRINT SOLUTIONS	ACH PMT NO. - 80084402	103.46
SMITH-BARBIERI PROGRESSIVE	CONTRACTUAL SERVICES	
FUND, A CHARITABLE FOUNDATION	ACH PMT NO. - 80084507	2,003.02
SOUTHWEST SPOKANE COMMUNITY	CONTRACTUAL SERVICES	
CENTER	ACH PMT NO. - 80084574	12,073.95
SPOKANE AREA WORKFORCE	CONTRACTUAL SERVICES	
DEVELOPMENT COUNCIL	ACH PMT NO. - 80084511	768,747.36
SPOKANE ARTS FUND	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084579	280,000.00
SPOKANE PUBLIC SCHOOLS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084513	256,427.60
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084515	1,356.90
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES	
	-	32.49
WEST CENTRAL COMMUNITY	CONTRACTUAL SERVICES	
DEVELOPMENT ASSOCIATION INC	ACH PMT NO. - 80084595	9,177.00
WISHING STAR FOUNDATION	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084531	13,730.96

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YMCA OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES	
	CHECK NO. - 00576086	75,606.52

TOTAL FOR 0020 - NONDEPARTMENTAL

2,214,428.95

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	679.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	828.06

TOTAL FOR 0030 - POLICE OMBUDSMAN

1,757.99

0100 - GENERAL FUND

BARTHOLOMEW CUDMORE 9025 N PALMER RD	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00575957	139.00
CAMERON-REILLY LLC 309 N PARK RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00576040	2,175.00
DALE ROBERTS 217 N CALVIN	DEPOSIT - RESTITUTION CHECK NO. - 00575960	200.00
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80084587	98,938.94
TONY WILLIAMS 8820 N SEVEN MILE RD	DEPOSIT - RESTITUTION CHECK NO. - 00575958	50.00
WARREN DEVER 2840 W DELL DR	DEPOSIT - RESTITUTION CHECK NO. - 00575959	79.00

TOTAL FOR 0100 - GENERAL FUND

101,581.94

0230 - CIVIL SERVICE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	735.00
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00576049	490.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	2,284.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	2,908.32

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 4

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0230 - CIVIL SERVICE

6,417.32

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	210.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	1,181.33
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	1,513.91

TOTAL FOR 0260 - CITY CLERK	2,905.24
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0320 - COUNCIL

COMPUNET INC	MINOR EQUIPMENT	
LB 410802	ACH PMT NO. - 80084470	218.08
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	1,300.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	3,803.99
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	4,510.43

TOTAL FOR 0320 - COUNCIL	9,832.50
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0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	505.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	2,133.08
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	2,772.35

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	5,410.43
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0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80084463	26.68
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80084474	130.02

HONORABLE MAYOR	11/23/20
AND COUNCIL MEMBERS	PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELL MARKETING LP	SMART PHONES, IPAD, TABLETS	
%DELL USA LP	ACH PMT NO. - 80084474	187.30
EQUIPMENT WATCH	PUBLICATIONS	
	ACH PMT NO. - 80084380	3,773.39
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	3,275.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	13,203.51

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	16,452.73

TOTAL FOR 0370 - ENGINEERING SERVICES	37,048.63
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0410 - FINANCE

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	245.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	753.93
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	967.47
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80084526	52.13

TOTAL FOR 0410 - FINANCE	2,018.53
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0430 - GRANTS MANAGEMENT

ARCHBRIGHT INC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084362	449.75
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	174.26
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	877.02
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	1,164.97

TOTAL FOR 0430 - GRANTS MANAGEMENT	2,666.00
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0450 - NEIGHBHD HOUSING HUMAN SVCS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	75.00

HONORABLE MAYOR	11/23/20
AND COUNCIL MEMBERS	PAGE 6

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	196.00
US BANK TRAVEL CARD	RECRUITMENT TRAVEL EXPENSE	
	ACH PMT NO. - 80084525	763.10
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	253.58

TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS	1,287.68
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0470 - HISTORIC PRESERVATION

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	100.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	483.88
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	399.83

TOTAL FOR 0470 - HISTORIC PRESERVATION	983.71
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0500 - LEGAL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	2,035.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	8,730.98
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	11,477.41

TOTAL FOR 0500 - LEGAL	22,243.39
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0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	450.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	1,294.64
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	1,325.31

TOTAL FOR 0520 - MAYOR	3,069.95
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0550 - NEIGHBORHOOD SERVICES

HONORABLE MAYOR	11/23/20
AND COUNCIL MEMBERS	PAGE 7

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	559.04
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	707.69

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES	1,341.73
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0560 - MUNICIPAL COURT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	2,135.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00576077	6,721.85
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	10,894.70
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80084526	653.43

TOTAL FOR 0560 - MUNICIPAL COURT	20,404.98
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0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	160.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	489.52
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	638.58

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER	1,288.10
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0620 - HUMAN RESOURCES

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80084474	51.73
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	652.50
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80084505	44.01
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	2,063.87

HONORABLE MAYOR	11/23/20
AND COUNCIL MEMBERS	PAGE 8

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	2,639.17

TOTAL FOR 0620 - HUMAN RESOURCES	5,451.28
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0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	880.00
MELISSA K WITTSTRUCK	REGISTRATION/SCHOOLING	
	CHECK NO. - 00575950	28.16
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	3,180.20
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	4,119.96

TOTAL FOR 0650 - PLANNING SERVICES	8,208.32
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0680 - POLICE

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084361	2,885.92
COMPUNET INC LB 410802	FIBER OPTICS ACH PMT NO. - 80084470	1,969.70
COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO. - 80084470	1,962.65
DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80084510	600.00
GALLS LLC	CLOTHING ACH PMT NO. - 80084478	3,107.34
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	71,020.72
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80084487	49.68
LEXIPOL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80084488	44,832.00
PARABON NANOLABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084494	4,280.00
PARTNERS WITH FAMILIES & CHILDREN: SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80084496	10,000.00
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00576049	70.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 9

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE DEPARTMENT IMPREST FUND	OFFICE SUPPLIES CHECK NO. - 00576053	60.97
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00576053	35.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	46,228.20
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80084525	2,641.40
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80084525	334.34
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80084525	156.13
US BANK TRAVEL CARD	PER DIEM ACH PMT NO. - 80084525	132.39
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80084525	25.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	23,613.66

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00576082	141,552.44
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80084529	447.34
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00576084	650.00
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80084533	8,417.40

TOTAL FOR 0680 - POLICE	-----	365,072.72
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0690 - PROBATION SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	795.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	2,861.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	3,732.59
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084526	114.26

TOTAL FOR 0690 - PROBATION SERVICES	-----	7,503.74
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HONORABLE MAYOR AND COUNCIL MEMBERS	11/23/20 PAGE 10
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0700 - PUBLIC DEFENDER

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084418	1,104.30
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	1,385.00
MARK C PROTHERO	LEGAL SERVICES CHECK NO. - 00576048	137.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	6,475.08
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	8,017.47

TOTAL FOR 0700 - PUBLIC DEFENDER	-----	17,119.35
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0750 - COMMUNITY/ECONOMIC DEV DVS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	100.00
SPRAGUE 715 LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80084584	39,810.80
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	266.41

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	344.29

TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN	40,521.50
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0860 - TREASURY SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	515.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	1,621.67
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	2,067.52
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80084526	52.13

TOTAL FOR 0860 - TREASURY SERVICES	4,256.32
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1100 - STREET FUND

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 11

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80084361	25.48
ARCHBRIGHT INC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084362	449.75
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80084363	180,713.05
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00575940	791.98
CPM DEVELOPMENT CORP DBA	CONTRACTUAL SERVICES	
INLAND ASPHALT COMPANY	ACH PMT NO. - 80084388	14,176.75
CPM DEVELOPMENT CORP DBA	REPAIR & MAINTENANCE SUPPLIES	
CENTRAL PRE-MIX CONCRETE CO	ACH PMT NO. - 80084372	801.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	4,361.00
LAKESIDE INDUSTRIES	REPAIR & MAINTENANCE SUPPLIES	
LOCKBOX 1086	ACH PMT NO. - 80084485	4,801.71
NORCO INC	CLOTHING	
	ACH PMT NO. - 80084493	1,236.13
NORCO INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80084493	8.10
NORTH SPOKANE IRRIGATION	PUBLIC UTILITY SERVICE	
DIST #8	CHECK NO. - 00576068	63.02
PRORATE AND FUEL TAX	IF FUEL	
DEPT OF LICENSING	CHECK NO. - 00576079	622.50

SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084504	261.17
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084405	20,439.22
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00576074	319.62
STELLAR INDUSTRIAL SUPPLY INC	CLOTHING ACH PMT NO. - 80084519	339.55
TRAFFIC SAFETY SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084522	1,415.96
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	20,542.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	23,743.89
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084416	808.19

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80084416	479.17
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TOTAL FOR 1100 - STREET FUND	-----	276,399.99
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1200 - CODE ENFORCEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	645.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	3,069.04
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	3,172.83

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	-----	6,886.87
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1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	2,205.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	13,611.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	17,223.92

TOTAL FOR 1300 - LIBRARY FUND	-----	33,040.43
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1360 - MISCELLANEOUS GRANTS FUND

STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084587	98,013.94
STANTEC CONSULTING SERVICES INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80084587	98,938.94-
STANTEC CONSULTING SERVICES INC	OTHER CAPITALIZED COSTS ACH PMT NO. - 80084587	925.00

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. - 80084536	67,514.47
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TOTAL FOR 1380 - TRAFFIC CALMING MEASURES	-----	67,514.47
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HONORABLE MAYOR AND COUNCIL MEMBERS	11/23/20 PAGE 13
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1400 - PARKS AND RECREATION FUND

ARCHBRIGHT INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80084362	899.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	4,158.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	18,310.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	21,695.07

TOTAL FOR 1400 - PARKS AND RECREATION FUND	-----	45,062.96
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1460 - PARKING METER REVENUE FUND

ARCHBRIGHT INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80084362	1,349.25
CENTURYLINK	TELEPHONE CHECK NO. - 00576036	125.58
DRI STICK DECAL CORP DBA RYDIN DECAL	PRINTING/BINDING/REPRO ACH PMT NO. - 80084502	624.67
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	516.89
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	2,716.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	3,571.35
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	55.60

TOTAL FOR 1460 - PARKING METER REVENUE FUND	-----	8,959.92
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1510 - SPOKANE REG EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	308.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	397.25
TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS		806.14

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1560 - FORFEITURES & CONTRIBUTION FND

PARTNERS WITH FAMILIES & CHILDREN: SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80084496	25,000.00
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		25,000.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	926.64
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80084512	12,169.56
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	448.94
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00576082	2,017.94
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80084533	9,786.85
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		25,349.93

1625 - PUBLIC SAFETY PERSONNEL FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	2,174.62
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576065	3,418.68
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	2,485.71
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	137.98
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00576082	14,756.84

TOTAL FOR 1625 - PUBLIC SAFETY PERSONNEL FUND

22,973.83

1630 - COMBINED COMMUNICATIONS CENTER

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00575940	277.68

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	281.14

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00576065	573.39

SPOKANE REGIONAL COMMUNICATION	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80084514	57,600.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	1,966.40

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	3,801.77

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER

64,500.38

1640 - COMMUNICATIONS BLDG M&O FUND

SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00575945	1,903.00

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND

1,903.00

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	568.74

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	4,324.51

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	5,271.68

TOTAL FOR 1680 - CD/HS OPERATIONS

10,164.93

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80084461	105.09

BOUND TREE MEDICAL LLC	SAFETY SUPPLIES	
	CHECK NO. - 00576034	299.72

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00575940	358.77

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80084374	191.68
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084473	358.20
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084427	2,325.00

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80084477	910.11
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084477	57.71
FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084477	33.24
FIRE SAFETY SPECIALISTS PO BOX 386	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00576038	35.00
GALLS LLC	CLOTHING ACH PMT NO. - 80084478	870.41
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	8,956.77
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576065	38,210.29
JOSHUA SAMPSON	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80084440	21.16
JOSHUA SAMPSON	PER DIEM ACH PMT NO. - 80084440	30.00
KYOCERA DOCUMENT SOLUTIONS AMERICA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084391	352.20
LUSDEN SPECIALTIES DBA LANDLOCKED DIVERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084486	408.38
MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF	MEDICAL SERVICES CHECK NO. - 00576046	244.50
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80084492	5.98
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084492	771.95
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00576083	442.13
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00576083	337.60
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80084493	946.01
PROFESSIONAL CRANE INSPECTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80084499	625.00
SALTER LABS	SAFETY SUPPLIES	

DBA INTUBRITE	ACH PMT NO. - 80084503	4,108.84
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00575945	1,241.38

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 17

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE PACIFIC COMPANY LLC	CLOTHING CHECK NO. - 00576047	9,025.09
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00576054	176.04
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	24,887.45
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	5,318.74
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	63.23
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	365.69
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00576082	156,870.64
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80084532	35.57
TOTAL FOR 1970 - FIRE/EMS FUND		258,989.57

3200 - ARTERIAL STREET FUND

BACON CONCRETE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084421	206,903.02
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084479	2,318.16
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084413	33,505.18
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084434	844,126.81
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084441	565,359.27
TOTAL FOR 3200 - ARTERIAL STREET FUND		1,652,212.44

4100 - WATER DIVISION

ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80084462	575.00
ARCHBRIGHT INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80084362	1,799.00
BLACK ENTERPRISES LP	CONTRACTUAL SERVICES ACH PMT NO. - 80084464	40,000.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CDA REDI MIX & PRECAST INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084370	2,146.50
CHERRYWOOD PLACE-SPOKANE 400 RELLA BLVD	REFUNDS CHECK NO. - 00575963	9,516.50
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80084382	1,160.96
GUSTAFSON LAW 1500 W 4TH AVE #408	REFUNDS CHECK NO. - 00575964	23.84
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80084480	14,786.98
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084480	4,467.08
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	7,845.00
INLAND BUSINESS GROUP 502 E MULLEN RD STE B	REFUNDS CHECK NO. - 00575962	144.03
KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00575942	4,693.59
KRIS ELLINGSON 2620 E 27TH AVE APT T15	REFUNDS CHECK NO. - 00576044	119.14
NEPTUNE TECHNOLOGY GROUP INC	MINOR EQUIPMENT ACH PMT NO. - 80084397	95,287.50
NORLIFT INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084399	2,556.38
NORTHEAST ELECTRIC LLC 1780 DOWN RIVER DR	REFUNDS CHECK NO. - 00576042	1,425.00
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084406	28.86
SPOKANE CITY TREASURER	DEPOSIT - U-HELP CHECK NO. - 00576051	133.00
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00576051	1,179.85
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00575966	3,473.64
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00576052	80.94
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00576052	230,539.09
T SQUARE PROPERTIES PO BOX 1731	REFUNDS CHECK NO. - 00576043	130.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TAWNY WHITE 2626 W MIDWICK AVE	REFUNDS CHECK NO. - 00576039	28.54
TERRY CORDERO 1318 N LEE ST	REFUNDS CHECK NO. - 00576037	1,350.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	32,877.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	41,086.18
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00575949	3,168.99
TOTAL FOR 4100 - WATER DIVISION		500,623.77

4250 - INTEGRATED CAPITAL MANAGEMENT

GUSTAFSON LAW 1500 W 4TH AVE #408	REFUNDS CHECK NO. - 00575964	30.39
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	830.00
LARIVIERE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084413	68,304.94
LEMBECK APPRAISAL & CONSULTING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084392	500.00
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084434	345,163.82
MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084435	3,702,216.52
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00575966	136.10
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00576052	52,737.56
SYSTEMS AND SOFTWARE INC DBA SYSTEMS AND SOFTWARE	CONTRACTUAL SERVICES ACH PMT NO. - 80084520	46,750.00
TAWNY WHITE 2626 W MIDWICK AVE	REFUNDS CHECK NO. - 00576039	30.39
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	3,493.46
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	4,512.99
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084443	92.14

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS
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ACH PMT NO. - 80084528

8,756.14

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT

4,233,554.45

4300 - SEWER FUND

GUSTAFSON LAW	REFUNDS	
1500 W 4TH AVE #408	CHECK NO. - 00575964	36.92
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00575966	142.68
TAWNY WHITE	REFUNDS	
2626 W MIDWICK AVE	CHECK NO. - 00576039	36.92

TOTAL FOR 4300 - SEWER FUND

216.52

4310 - SEWER MAINTENANCE DIVISION

ARCHBRIGHT INC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084362	2,248.75
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80084469	3,803.88
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	2,565.00
SPOKANE CITY TREASURER	OTHER MISC CHARGES	
	CHECK NO. - 00576051	1,179.85
SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00576052	63,157.35
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	9,630.85
US BANK TRAVEL CARD	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80084525	1,210.31
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	12,022.36

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

95,818.35

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES	
	ACH PMT NO. - 80084419	554.00
ARCHBRIGHT INC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084362	162.75-

HONORABLE MAYOR
AND COUNCIL MEMBERS11/23/20
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80084420	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80084420	111,956.56

AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80084420	1,429.70
COMPUNET INC LB 410802	MINOR EQUIPMENT ACH PMT NO. - 80084470	1,341.40
CONTROL SOLUTIONS NW INC	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80084546	8,908.60
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084546	1,061.85
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80084425	227.25
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80084474	358.05
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80084429	1,282.36
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084430	50.69
HACH COMPANY AMERICAN SIGMA	OPERATING SUPPLIES CHECK NO. - 00575956	2,674.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	5,960.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084482	13,356.41
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80084484	544.50
PACIFIC POWER GROUP LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084437	265.50
SPECIALTY ANALYTICAL	TESTING SERVICES CHECK NO. - 00576050	1,160.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00576052	74,736.61
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80084521	894.50
TUNNEL RADIO OF AMERICAN INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084523	4,186.11
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084524	7,753.28

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	24,687.65
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	31,441.57
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084443	1,395.21

VISIONARY COMMUNICATIONS, INC	TELEPHONE	
	CHECK NO. - 00575967	73.12

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	296,601.82
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80084420	2,953.67
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80084420	14.57
BROOKS APPLIED LABS LLC	TESTING SERVICES ACH PMT NO. - 80084465	1,340.00
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80084388	52.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	1,230.00
THE FA BARTLETT TREE EXPERT	CONTRACTUAL SERVICES ACH PMT NO. - 80084423	4,560.73
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	3,674.57
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	4,678.12

TOTAL FOR 4330 - STORMWATER	18,504.40
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4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	238.58
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	308.80

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	622.38
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HONORABLE MAYOR AND COUNCIL MEMBERS	11/23/20 PAGE 23
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4480 - SOLID WASTE FUND

GUSTAFSON LAW 1500 W 4TH AVE #408	REFUNDS CHECK NO. - 00575964	26.68
PHILCO 16037 SE KELLY ST	REFUNDS CHECK NO. - 00575961	500.00
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00575966	200.28
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00576052	1,720.90

TAWNY WHITE	REFUNDS	
2626 W MIDWICK AVE	CHECK NO. - 00576039	32.78

TOTAL FOR 4480 - SOLID WASTE FUND	-----	2,480.64
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4490 - SOLID WASTE DISPOSAL

BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80084422	115.87
BROADWAY TRUCK STOP/DIV OF ALSAKER CORP	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00576035	40.46
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084468	2,332.51
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084378	4,929.02
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80084476	7,120.35
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80084477	1,121.84
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80084477	2,334.63
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084477	3,012.15
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80084477	119.40
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084432	414.46
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	3,720.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084493	717.14

HONORABLE MAYOR AND COUNCIL MEMBERS	11/23/20 PAGE 24
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PCE PACIFIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80084438	537.60
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80084497	16,061.73
REGIONAL DISPOSAL COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80084501	687,019.46
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00576052	16,117.34
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084415	1,181.57
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	22,239.50

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	30,652.68
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084526	604.24
WENDY STAUDENRAUS 5804 W OLD FORT DRIVE	WTE DISPOSAL CHECK NO. - 00576045	12.14

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	800,404.09
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4500 - SOLID WASTE COLLECTION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	4,695.00
PRORATE AND FUEL TAX DEPT OF LICENSING	IF FUEL CHECK NO. - 00576079	25,864.24
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00576051	1,179.85
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	WA DEPT OF REVENUE CHECK NO. - 00576052	83,882.15
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	20,448.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	26,197.74

TOTAL FOR 4500 - SOLID WASTE COLLECTION	162,267.07
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4530 - SOLID WASTE LANDFILLS

CENTURYLINK	TELEPHONE CHECK NO. - 00576036	59.38
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HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80084518	3,740.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084526	162.15

TOTAL FOR 4530 - SOLID WASTE LANDFILLS	3,961.53
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4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	519.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	2,963.94
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	2,657.10

TOTAL FOR 4600 - GOLF FUND

6,140.04

4700 - DEVELOPMENT SVCS CENTER

FAITH TECHNOLOGIES INC PO BOX 260	PERMIT REFUNDS PAYABLE CHECK NO. - 00576041	18.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	2,824.00
LIFECYCLE TECHNOLOGY LLC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80084489	20,160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	12,422.59
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	15,396.01
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084443	2,409.05
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80084443	340.07
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	1,794.24

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER

55,363.96

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576056	28.80
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HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084537	1,675.00
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084412	1,135.60
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084540	4,630.84
BROADWAY INDUSTRIAL SUPPLY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084541	265.91
BUCHANAN AUTOMATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084542	226.65
BUCK'S TIRE & AUTOMOTIVE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084368	108.90
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084543	1,866.19
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80084543	461.49
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	

	ACH PMT NO. - 80084374	32,927.13
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80084545	4,582.95
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084547	9,911.99
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576059	546.37
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084551	2,222.87
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80084381	743.79
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80084552	22.85
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084553	9,885.49
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084553	1,587.02
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084554	164.97
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084596	6,597.19
HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576060	757.91

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	1,525.00
INDUSTRIAL BOLT & SUPPLY INC/ IBS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084386	828.82
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084557	472.65
JIT TRUCK PARTS LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576066	1,401.84
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084369	111.03
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084384	13.57
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084563	586.93
MCNEILUS TRUCK & MFG CO/DIV OF MCNEILUS FINANCIAL INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084564	897.86
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084565	969.24
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80084566	55.84

NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084566	754.50
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084568	406.90
OXARC INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80084569	24.15
OXARC INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084400	74.07
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00576070	244.59
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084570	5,352.33
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084570	896.93
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084571	339.32
RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084403	391.65
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00576073	252.45

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084597	79.23
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00575944	11.64
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084573	18,710.56
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084408	827.64
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084581	4,967.10
SPOKANE POWERSPORTS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084410	197.20
SPOKANE SUNSCREEN	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80084583	87.12
SPRAY CENTER ELECTRONICS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084585	853.67
TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084414	137.18
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084590	1,036.22
TRANSPORT EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80084591	1,958.15

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	6,781.27

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	8,477.22

TOTAL FOR 5100 - FLEET SERVICES FUND		140,073.78
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5110 - FLEET SVCS EQUIP REPL FUND

TYMCO INTERNATIONAL LTD	RENTAL EQUIPMENT	
TYMCO EQUIPMENT LEASING CO	CHECK NO. - 00575948	332,650.51

TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		332,650.51
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5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	830.00

SPOKANE CITY TREASURER OR	WA DEPT OF REVENUE	
WASH STATE DEPT OF REVENUE	CHECK NO. - 00576052	298.54

HONORABLE MAYOR	11/23/20
AND COUNCIL MEMBERS	PAGE 29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	3,535.29

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	4,653.23

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		9,317.06
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5300 - IT FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80084463	1.52

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00576036	127.00

COPIERS NORTHWEST INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80084472	4,617.36

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80084474	135.26

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	2,566.00

SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80084505	28,388.18

SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80084505	10,067.39

T-MOBILE	IT/DATA SERVICES	
	CHECK NO. - 00576055	59.50

US BANK OR CITY TREASURER	SOCIAL SECURITY	
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EMP BENEFITS (CITY)	CHECK NO. - 00576077	12,853.21
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	15,759.82
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80084526	1,423.81
XO COMMUNICATIONS INC	TELEPHONE	
C/O VERIZON	ACH PMT NO. - 80084532	6,988.22

TOTAL FOR 5300 - IT FUND	-----	82,987.27
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5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80084463	28.34
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80084472	1,060.86

HONORABLE MAYOR	11/23/20
AND COUNCIL MEMBERS	PAGE 30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ED HAIGHT SERVICE	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80084534	227.38
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	180.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	676.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	887.81
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80084530	627.46

TOTAL FOR 5400 - REPROGRAPHICS FUND	-----	3,687.85
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5500 - PURCHASING & STORES FUND

ARCHBRIGHT INC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80084362	899.50
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	484.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	1,629.47
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80084525	66.59
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	2,104.82

TOTAL FOR 5500 - PURCHASING & STORES FUND	-----	5,184.38
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5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	2,149.31
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	7,913.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	10,272.05
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084526	62.13
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80084526	40.01
TOTAL FOR 5600 - ACCOUNTING SERVICES		20,436.50

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5700 - MY SPOKANE

ARCHBRIGHT INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80084362	449.75
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80084471	4,221.29
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	390.00
LANGUAGE SERVICES ASSOC INC	INTERPRETER COSTS ACH PMT NO. - 80084559	10.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	2,269.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	2,825.13
TOTAL FOR 5700 - MY SPOKANE		10,166.11

5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	450.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	1,862.48
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	2,050.39
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80084527	22,349.04
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		26,711.91

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING
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% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	35.00
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80084457	6,325.32
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	57.76
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	206.39

TOTAL FOR 5800 - RISK MANAGEMENT FUND	-----	6,624.47
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HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5810 - WORKERS' COMPENSATION FUND

CDW GOVERNMENT INC	COMPUTERS ACH PMT NO. - 80084467	233.79
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	345.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	1,268.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	1,601.11
WA STATE DEPT OF LABOR & INDUSTRIES	DEPOSIT-SUPP PENSION ASSESSMNT CHECK NO. - 00576020	133,447.35
WA STATE DEPT OF LABOR & INDUSTRIES	INSURANCE ADMINISTRATION CHECK NO. - 00576020	181,436.77

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	-----	318,332.64
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5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	7.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	20.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	25.87

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	-----	54.07
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5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80084548	28,453.20
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	INSURANCE PREMIUMS ACH PMT NO. - 80084556	2,826.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	245.00

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80084558	195,184.97
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80084451	153,849.27
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80084580	643,855.01

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	779.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	969.85
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,026,163.23

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80084463	143.26
FIREPOWER INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80084431	288.59
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	375.00
SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80084579	84,635.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00576077	1,645.46
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80084593	2,146.33
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80084526	427.04
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80084526	80.14
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		89,740.82

5902 - PROPERTY ACQUISITION POLICE

US BANK TRAVEL CARD	K-9s ACH PMT NO. - 80084525	3,239.32
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		3,239.32

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00576062	260.00
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US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00576077	840.43
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80084593	1,074.14

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6100 - RETIREMENT		2,174.57
6200 - FIREFIGHTERS' PENSION FUND		
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80084451	5,238.53
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		5,238.53
6300 - POLICE PENSION		
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80084451	5,082.53
TOTAL FOR 6300 - POLICE PENSION		5,082.53
6730 - PARKING & BUSINESS IMPROV DIST		
DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT	
	ACH PMT NO. - 80084475	115,073.75
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		115,073.75
6960 - SALARY CLEARING FUND NEW		
AFLAC/AMERICAN FAMILY LIFE	AFLAC	
ASSURANCE CO OF COLUMBUS	ACH PMT NO. - 80084535	21,360.04
CHILD SUPPORT SERVICES	IDAHO CHILD SUPPORT SERVICE	
IDAHO CHILD SUPPORT RECEIPTING	CHECK NO. - 00576057	428.30
DANIEL H BRUNNER, TRUSTEE	DANIEL H BRUNNER, TRUSTEE	
CHAPTER 13 TRUSTEE	CHECK NO. - 00576058	399.41
DIGNITARY PROTECTION TEAM FUND	DIGNITARY PROTECTION TEAM FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80084549	120.00
EDU MEMBERSHIP FUND	EDU MEMBERSHIP FUND	
% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80084550	20.00
HUMAN RESOURCES	HUMAN RESOURCES	
RE: PARKING FEES	CHECK NO. - 00576061	1,143.00
ICMA RETIREMENT TRUST 457	ICMA RETIREMENT TRUST 457D	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	246,850.99
ICMA RETIREMENT TRUST 457	ICMA ROTH IRA	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00576062	13,064.38

ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00576063	57,859.40
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HONORABLE MAYOR
AND COUNCIL MEMBERS

11/23/20
PAGE 35

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00576064	149.78
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00576065	66,699.50
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00576081	969.42
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80084560	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80084561	2,680.30
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00576067	157.92
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00576069	273.09
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00576071	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80084555	632.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00576072	428.43
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80084572	3,016.59
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80084572	15,407.74
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80084538	53,270.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80084538	3,298.36
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80084539	1,747.80
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80084575	787.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80084576	3,179.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80084582	834.00
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80084578	24,925.95
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80084577	105.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80084588	400.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80084589	296.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80084586	11,428.50
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80084586	232.80
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80084586	2,393.90
STATE DISBURSMENT UNIT ATTN: EMPLOYER PAYMENTS	STATE DISBURSEMENT UNIT CHECK NO. - 00576075	297.24
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00576076	12.48
UNITED WAY	UNITED WAY ACH PMT NO. - 80084592	529.95
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00576077	260,742.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00576077	843,348.66
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00576077	112,889.53
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80084593	407,692.19
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00576078	295.00
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80084594	27,307.34
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00576080	15,350.67
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00576082	507,982.47
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00576084	975.00
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00576085	310.97

TOTAL FOR 6960 - SALARY CLEARING FUND NEW 2,712,350.70

TOTAL CLAIMS 16,474,434.18

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 47

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/23/20
TIME: 07:44
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	2,311.25		
00575939	BOUND TREE MEDICAL LLC	8.54		
00575940	CENTURYLINK	1,428.43		
00575941	DIRECT AUTOMOTIVE DISTRIBUTI	107.90		
00575942	KELLER SUPPLY COMPANY	4,693.59		
00575943	NORTH SPOKANE IRRIGATION	31.51		
00575944	SIX ROBBLEES INC	11.64		
00575945	SPOKANE CITY TREASURER	3,144.38		
00575946	SPOKANE CITY TREASURER	3,028.02		
00575947	SPOKANE COUNTY WATER DIST NO	162.48		
00575948	TYMCO INTERNATIONAL LTD	332,650.51		
00575949	WHITE BLOCK COMPANY INC	3,168.99		
00575950	MELISSA K WITTSTRUCK	28.16		
00575951	YMCA OF THE INLAND NORTHWEST	11,450.06		
00575952	AUNTIES INC		68.52	
00575953	CENTURYLINK		395.72	
00575954	JUDGE WYNECOOP		100.00	
00575955	SPOKANE PUBLIC LIBRARY IMPRE		36.52	
00575956	HACH COMPANY	2,674.24		
00575957	BARTHOLOMEW CUDMORE	139.00		
00575958	TONY WILLIAMS	50.00		
00575959	WARREN DEVER	79.00		
00575960	DALE ROBERTS	200.00		
00575961	PHILCO	500.00		
00575962	INLAND BUSINESS GROUP	144.03		
00575963	CHERRYWOOD PLACE-SPOKANE	9,516.50		
00575964	GUSTAFSON LAW	117.83		
00575965	SPOKANE CITY TREASURER	498.44		
00575966	SPOKANE CITY TREASURER	426.24		
00575967	VISIONARY COMMUNICATIONS, IN	73.12		
00576020	WA STATE DEPT OF LABOR &	314,884.12		
00576034	BOUND TREE MEDICAL LLC	291.18		
00576035	BROADWAY TRUCK STOP/DIV OF	40.46		
00576036	CENTURYLINK	311.96		
00576037	TERRY CORDERO	1,350.00		
00576038	FIRE SAFETY SPECIALISTS	35.00		
00576039	TAWNY WHITE	128.63		
00576040	CAMERON-REILLY LLC	2,175.00		
00576041	FAITH TECHNOLOGIES INC	18.00		
00576042	NORTHEAST ELECTRIC LLC	1,425.00		
00576043	T SQUARE PROPERTIES	130.48		
00576044	KRIS ELLINGSON	119.14		
00576045	WENDY STAUDENRAUS	12.14		
00576046	MULTICARE HEALTH SYSTEMS	244.50		
00576047	THE PACIFIC COMPANY LLC	9,025.09		
00576048	MARK C PROTHERO	137.50		
00576049	PUBLIC SAFETY TESTING INC	560.00		
00576050	SPECIALTY ANALYTICAL	1,160.00		
00576051	SPOKANE CITY TREASURER	3,672.55		
00576052	SPOKANE CITY TREASURER OR	523,270.48		
00576053	SPOKANE POLICE DEPARTMENT	96.41		
00576054	TORRE REFUSE & RECYCLING	176.04		
00576055	T-MOBILE	59.50		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 47

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/23/20
TIME: 07:44
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00576056	ADVANCE AUTO PARTS	28.80		
00576057	CHILD SUPPORT SERVICES	428.30		
00576058	DANIEL H BRUNNER, TRUSTEE	399.41		
00576059	DIRECT AUTOMOTIVE DISTRIBUTI	438.47		
00576060	HI-LINE ELECTRIC CO	757.91		
00576061	HUMAN RESOURCES	1,143.00		
00576062	ICMA RETIREMENT TRUST 457	411,986.46		
00576063	ICMA RETIREMENT TRUST 457 LO	57,859.40		
00576064	IDAHO STATE TAX COMMISSION	149.78		
00576065	ING LIFE INSURANCE & ANNUITY	108,901.86		
00576066	JIT TRUCK PARTS LLC	1,401.84		
00576067	NEW JERSEY SUPPORT PAYMENT	157.92		
00576068	NORTH SPOKANE IRRIGATION	31.51		
00576069	OFFICE OF THE ATTORNEY GENER	273.09		
00576070	O'REILLY AUTOMOTIVE STORES I	244.59		
00576071	PEOPLE QUALIFIED COMMITTEE	15.35		
00576072	PRE-PAID LEGAL SERVICES INC	428.43		
00576073	SAFETY KLEEN CORPORATION	252.45		
00576074	SPOKANE COUNTY WATER DIST NO	157.14		
00576075	STATE DISBURSMENT UNIT	297.24		
00576076	UNITED STATES TREASURY	12.48		
00576077	US BANK OR CITY TREASURER	1,590,552.30		
00576078	WA GET PROGRAM	295.00		
00576079	PRORATE AND FUEL TAX	26,486.74		
00576080	WA STATE SUPPORT REGISTRY OR	15,350.67		
00576081	JUNE WALLACE	969.42		
00576082	WASHINGTON LEOFF	823,180.33		
00576083	NATIONSERVE	779.73		
00576084	WESTERN STATES POLICE MEDICA	1,625.00		
00576085	WSCCCE, AFSCME, AFL-CIO	310.97		
00576086	YMCA OF THE INLAND NORTHWEST	64,156.46		
80084361	ARAMARK UNIFORM SERVICES	2,911.40		
80084362	ARCHBRIGHT INC	8,382.50		
80084363	AVISTA UTILITIES	180,713.05	2,238.18	
80084364	BAKER & TAYLOR BOOKS		2,233.17	
80084365	THE FA BARTLETT TREE EXPERT			4,574.35
80084366	BATTERY SYSTEMS INC	136.04		
80084367	BRIDGESTONE AMERICAS INC	3,050.25		
80084368	BUCK'S TIRE & AUTOMOTIVE	108.90		
80084369	LITHIA MOTORS PAYMENT	111.03		
80084370	CDA REDI MIX & PRECAST INC	2,146.50		
80084371	CENGAGE LEARNING INC		131.50	
80084372	CPM DEVELOPMENT CORP DBA	801.50		
80084373	CINTAS CORPORATION NO 3	868.55		
80084374	CITY SERVICE VALCON LLC	33,118.81		
80084375	CONNELL OIL INC	1,055.28		
80084376	CONTROL SOLUTIONS NW INC		379.79	
80084377	CUMMINS NORTHWEST LLC	1,927.51		
80084378	DIVCO INC	4,929.02		
80084379	ENVISIONWARE INC		491.19	
80084380	EQUIPMENT WATCH	3,773.39		
80084381	EVERGREEN STATE TOWING LLC	743.79		
80084382	FERGUSON ENTERPRISES INC	1,160.96		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 47

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/23/20
TIME: 07:44
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084383	GORDON TRUCK CENTERS INC DBA	8,487.36		

80084384	MCCOLLUM FORD SALES INC	13.57	
80084385	IF YOU COULD SAVE JUST ONE	14,028.27	
80084386	INDUSTRIAL BOLT & SUPPLY INC	828.82	
80084387	INGRAM LIBRARY SERVICES LLC		730.22
80084388	CPM DEVELOPMENT CORP DBA	14,229.49	
80084389	INLAND PACIFIC HOSE & FITTIN	465.12	
80084390	KANOPY INC		2,705.00
80084391	KYOCERA DOCUMENT SOLUTIONS	352.20	
80084392	LEMBECK APPRAISAL & CONSULTI	500.00	
80084393	MAX J KUNEY COMPANY	15,005.00	
80084394	MIDWEST TAPE		9,961.41
80084395	MOTION AUTO SUPPLY	486.93	
80084396	NAPA AUTO PARTS	639.97	
80084397	NEPTUNE TECHNOLOGY GROUP INC	95,287.50	
80084398	NORCO INC	927.02	
80084399	NORLIFT INC	2,556.38	
80084400	OXARC INC	74.07	
80084401	PAPE MACHINERY INC	66.58	
80084402	RW LOTHROP ENTERPRISES	103.46	
80084403	RWC INTERNATIONAL LTD	391.65	
80084404	SHAMROCK MANUFACTURING INC	95.82	
80084405	SHAMROCK PAVING CO/DIV OF	20,439.22	
80084406	SITEONE LANDSCAPE SUPPLY LLC	28.86	
80084407	SOLID WASTE SYSTEMS INC	7,156.71	
80084408	SPOKANE CRANE & MACHINERY	827.64	
80084409	SPOKANE HOUSE OF HOSE INC	4,934.03	
80084410	SPOKANE POWERSPORTS INC	197.20	
80084411	SPOKANE TRANSIT AUTHORITY		10,837.47
80084412	BRAD L WHITE	1,135.60	
80084413	LARIVIERE INC	101,810.12	
80084414	TIFCO INDUSTRIES	137.18	
80084415	UNITEC DORSH LLC	1,181.57	
80084416	VERIZON WIRELESS	1,287.36	
80084417	GWP HOLDINGS LLC	2,363.02	
80084418	ABM JANITORIAL SERVICES SOUT	1,104.30	
80084419	ALS LABORATORY GROUP	554.00	
80084420	AVISTA UTILITIES	116,819.91	
80084421	BACON CONCRETE INC	206,903.02	
80084422	BANNER FURNACE & FUEL	115.87	
80084423	THE FA BARTLETT TREE EXPERT	4,560.73	
80084424	CINTAS CORPORATION NO 3	629.05	
80084425	COWLES PUBLISHING COMPANY	227.25	
80084426	ELJAY OIL CO INC	4,451.24	
80084427	ENVIRONMENT CONTROL OF SPOKA	2,325.00	
80084428	FASTENAL CO	3,668.68	
80084429	FEDERAL EXPRESS CORP/DBA FED	1,282.36	
80084430	GORLEY LOGISTICS LLC	50.69	
80084431	FIREPOWER INC	288.59	
80084432	HASKINS STEEL CO INC	414.46	
80084433	INLAND ENVIRONMENTAL RESOURC	6,778.47	
80084434	MAX J KUNEY COMPANY	1,174,285.63	
80084435	MWH CONSTRUCTORS INC &	3,702,216.52	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 47

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/23/20
TIME: 07:44
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084436	NORCO INC	234.51		
80084437	PACIFIC POWER GROUP LLC	265.50		
80084438	PCE PACIFIC INC	537.60		
80084439	PETE LIEN & SONS INC	7,936.08		
80084440	JOSHUA SAMPSON	51.16		

80084441	SHAMROCK PAVING CO/DIV OF	565,359.27	
80084442	TESTAMERICA LABORATORIES INC	604.00	
80084443	VERIZON WIRELESS	4,236.47	
80084444	AVISTA UTILITIES		79.73
80084445	CATHOLIC CHARITIES		
80084446	GOODWILL INDUSTRIES OF THE		
80084447	HELVETICKA INC		12,856.38
80084448	MCKINSTRY ESSENTION LLC		2,700.00
80084449	OVERDRIVE INC		4,164.99
80084450	PARTNERS WITH FAMILIES &		
80084451	PREMERA BLUE CROSS OR	164,170.33	
80084452	SECOND HARVEST FOOD BANK OF		
80084453	SPOKANE NEIGHBORHOOD ACTION		
80084454	SPOKANE HOUSING AUTHORITY		
80084455	STRATA GEOTECHNICAL ENGINEER		2,542.75
80084456	TRANSITIONS DBA TRANSITIONAL		
80084457	US BANK OR CITY TREASURER	6,325.32	
80084458	VOLUNTEERS OF AMERICA OF		
80084459	YFA CONNECTIONS		
80084460	YWCA		
80084461	ALSCO DIVISION OF ALSCO INC	105.09	
80084462	ANATEK LABS INC	575.00	
80084463	ARAMARK UNIFORM SERVICES	199.80	
80084464	BLACK ENTERPRISES LP	40,000.00	
80084465	BROOKS APPLIED LABS LLC	1,340.00	
80084466	CATHOLIC CHARITIES	6,537.39	
80084467	CDW GOVERNMENT INC	233.79	
80084468	CINTAS CORPORATION NO 3	1,703.46	
80084469	CITY SERVICE VALCON LLC	3,803.88	
80084470	COMPUNET INC	5,491.83	
80084471	CONTRACT DESIGN ASSOCIATES I	4,221.29	
80084472	COPIERS NORTHWEST INC	5,678.22	
80084473	DAVID CLARK COMPANY INC	358.20	
80084474	DELL MARKETING LP	862.36	
80084475	DOWNTOWN SPOKANE PARTNERSHIP	115,073.75	
80084476	ELJAY OIL CO INC	2,669.11	
80084477	FASTENAL CO	3,920.40	
80084478	GALLS LLC	3,977.75	
80084479	GEO ENGINEERS INC	2,318.16	
80084480	H D FOWLER COMPANY	19,254.06	
80084481	HILLYARD SENIOR ACTIVITY CTR		6,666.66
80084482	INLAND ENVIRONMENTAL RESOURC	6,577.94	
80084483	INTERFAITH HOSPITALITY	11,408.01	
80084484	K & L GATES LLP	544.50	
80084485	LAKESIDE INDUSTRIES	4,801.71	
80084486	LUSDEN SPECIALTIES	408.38	
80084487	LANGUAGE LINE SERVICES	49.68	
80084488	LEXIPOL LLC	44,832.00	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 47

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/23/20
TIME: 07:44
PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084489	LIFECYCLE TECHNOLOGY LLC	20,160.00		
80084490	GEOCKO INC.	495,795.00		
80084491	LUTHERAN COMMUNITY SERVICES	4,803.95		
80084492	NAPA AUTO PARTS	777.93		
80084493	NORCO INC	1,745.85		
80084494	PARABON NANOLABS INC	4,280.00		
80084495	PARKEON INC			1,755.00
80084496	PARTNERS WITH FAMILIES &	35,000.00		
80084497	PETE LIEN & SONS INC	8,125.65		

80084498	PROCLAIM LIBERTY INC		
80084499	PROFESSIONAL CRANE INSPECTIO	625.00	
80084500	PROJECT JOY		2,580.83
80084501	REGIONAL DISPOSAL COMPANY	687,019.46	
80084502	DRI STICK DECAL CORP	989.67	
80084503	SALTER LABS	4,108.84	
80084504	SHAMROCK MANUFACTURING INC	165.35	
80084505	SHI CORP	38,499.58	
80084506	SINTO SENIOR CENTER		6,434.17
80084507	SMITH-BARBIERI PROGRESSIVE	2,003.02	
80084508	SOUTHSIDE SENIOR & COMMUNITY		7,736.84
80084509	SOUTHWEST SPOKANE COMMUNITY		3,328.92
80084510	DR LOUIS C SOWERS	600.00	
80084511	SPOKANE AREA WORKFORCE	768,747.36	
80084512	SPOKANE COUNTY TREASURER	12,169.56	
80084513	SPOKANE PUBLIC SCHOOLS	256,427.60	
80084514	SPOKANE REGIONAL COMMUNICATI	57,600.00	
80084515	SPOKANE TRANSIT AUTHORITY	1,356.90	
80084516	SPRAGUE PEST CONTROL/DIV OF		269.52
80084517	TC SHERRY & ASSOCIATES PS db		2,500.00
80084518	STARPLEX CORP	3,740.00	
80084519	STELLAR INDUSTRIAL SUPPLY IN	339.55	
80084520	SYSTEMS AND SOFTWARE INC	46,750.00	
80084521	TESTAMERICA LABORATORIES INC	290.50	
80084522	TRAFFIC SAFETY SUPPLY INC	1,415.96	
80084523	TUNNEL RADIO OF AMERICAN INC	4,186.11	
80084524	TWO RIVERS TERMINAL LLC	7,753.28	
80084525	US BANK TRAVEL CARD	8,568.58	
80084526	VERIZON WIRELESS	3,671.47	
80084527	VOLT MANAGEMENT CORP	22,349.04	
80084528	WA STATE DEPT/TRANSPORTATION	8,756.14	
80084529	WEST CENTRAL COMMUNITY	447.34	6,056.25
80084530	WCP SOLUTIONS	627.46	
80084531	WISHING STAR FOUNDATION	13,730.96	
80084532	XO COMMUNICATIONS INC	7,023.79	
80084533	YWCA	18,204.25	
80084534	ED HAIGHT SERVICE	227.38	
80084535	AFLAC/AMERICAN FAMILY LIFE	21,360.04	
80084536	AMERICAN TRAFFIC SOLUTIONS I	67,514.47	
80084537	BATTERY SYSTEMS INC	1,538.96	
80084538	SPOKANE FIRE FIGHTERS BENEFI	56,568.36	
80084539	SPOKANE FIRE FIGHTERS BENEFI	1,747.80	
80084540	BRIDGESTONE AMERICAS INC	1,580.59	
80084541	BROADWAY INDUSTRIAL SUPPLY L	265.91	

REPORT: PG3640 CITY OF SPOKANE
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL
USER: MANAGER
RUN NO: 47

DATE: 11/23/20
TIME: 07:44
PAGE: 6

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084542	BUCHANAN AUTOMATION	226.65		
80084543	CINTAS CORPORATION NO 3	1,459.13		
80084544	HIP OF SPOKANE COUNTY DBA	221,430.22		
80084545	CONNELL OIL INC	3,527.67		
80084546	CONTROL SOLUTIONS NW INC	9,970.45		
80084547	CUMMINS NORTHWEST LLC	7,984.48		
80084548	DELTA DENTAL OF WASHINGTON	28,453.20		
80084549	DIGNITARY PROTECTION TEAM FU	120.00		
80084550	EDU MEMBERSHIP FUND	20.00		
80084551	ELJAY OIL CO INC	2,222.87		
80084552	FEDERAL EXPRESS CORP/DBA FED	22.85		
80084553	GORDON TRUCK CENTERS INC DBA	2,985.15		
80084554	GRAINGER INC	164.97		

80084555	POLICE GUILD LEGAL DEFENSE	632.00
80084556	HRA VEBBA TRUST	2,826.00
80084557	INLAND PACIFIC HOSE & FITTIN	7.53
80084558	KAISER FOUNDATION HEALTH PLA	195,184.97
80084559	LANGUAGE SERVICES ASSOC INC	10.32
80084560	LTS & CPTS LEGAL DEFENSE FUN	42.00
80084561	M & P ASSOCIATION	2,680.30
80084562	MARTIN LUTHER KING JR FAMILY	24,094.03
80084563	MCGUIRE BEARING CO	586.93
80084564	MCNEILUS TRUCK & MFG CO/DIV	897.86
80084565	MOTION AUTO SUPPLY	482.31
80084566	NAPA AUTO PARTS	170.37
80084567	NE COMMUNITY CENTER ASSN	16,707.82
80084568	OWEN EQUIPMENT CO	406.90
80084569	OXARC INC	24.15
80084570	PACWEST MACHINERY LLC	6,249.26
80084571	PAPE MACHINERY INC	272.74
80084572	REHN & ASSOCIATES	18,424.33
80084573	SOLID WASTE SYSTEMS INC	11,553.85
80084574	SOUTHWEST SPOKANE COMMUNITY	12,073.95
80084575	SPOKANE POLICE BENEFIT ASSOC	787.50
80084576	SPOKANE POLICE CHAPLAIN	3,179.50
80084577	SPOKANE POLICE K-9 MEMBERSHI	105.00
80084578	SPOKANE POLICE GUILD LONG	24,925.95
80084579	SPOKANE ARTS FUND	364,635.00
80084580	SPOKANE FIRE FIGHTERS BENEFI	643,855.01
80084581	SPOKANE HOUSE OF HOSE INC	33.07
80084582	SPOKANE POLICE GUILD FRATERN	834.00
80084583	SPOKANE SUNSCREEN	87.12
80084584	SPRAGUE 715 LLC	39,810.80
80084585	SPRAY CENTER ELECTRONICS INC	853.67
80084586	STANDARD INSURANCE COMPANY	14,055.20
80084587	STANTEC CONSULTING SERVICES	98,938.94
80084588	SPOKANE POLICE SWAT TEAM	400.00
80084589	SPOKANE POLICE TACTICAL TEAM	296.00
80084590	TITAN TRUCK EQUIPMENT	1,036.22
80084591	TRANSPORT EQUIPMENT INC	1,958.15
80084592	UNITED WAY	529.95
80084593	US BANK TRUST NA	815,384.38
80084594	WA ST COUNCIL OF CITY & COUN	27,307.34

REPORT: PG3640
 SYSTEM: FMSAP
 USER: MANAGER
 RUN NO: 47

CITY OF SPOKANE
 COUNCIL CHECK RANGE/TOTAL

DATE: 11/23/20
 TIME: 07:44
 PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80084595	WEST CENTRAL COMMUNITY	9,177.00		
80084596	GWP HOLDINGS LLC	4,234.17		
80084597	SHAMROCK AUTOMOTIVE	79.23		
		16,474,434.18	52,652.54	41,902.54
		=====		
		CITYWIDE TOTAL:	17,422,987.57	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 9/14/20

Type of expenditure: Goods ☐ Services ☐

Department: ACCOUNTING

Approving Supervisor:

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

N/A

What are the impacts if expenses are deferred?

N/A

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

N/A

Person Submitting Form/Contact: LEONARD DAVIS

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

MINUTES OF SPOKANE CITY COUNCIL

Monday, November 16, 2020

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:32 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing/Administrative Sessions and the 6:00 p.m. Legislative Session were held virtually and streamed live online and aired on City Cable 5. Pursuant to Governor Jay Inslee's Twelfth Updated Proclamation 20-28.12, dated November 10, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through December 7, 2020. The public was encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling 408-418-9388 and entering an access code when prompted.

Roll Call

On roll call, Council President Beggs and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson were present. (Council President Beggs was in attendance virtually in the Council Chambers and Council Members Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson attended the meeting via WebEx.)

City Attorney Mike Ormsby (via WebEx), City Council Policy Advisor Brian McClatchey (via WebEx), and City Clerk Terri Pfister (Chambers) were also virtually present.

Advance Agenda Review

The City Council received an overview from staff on the November 23, 2020, Advance Agenda items.

Final Reading Ordinances C35972 through C35980

Council President Beggs requested a motion to take Final Reading Ordinances C35972 through C35980 and set them as Hearing matters H2.a. through H2.i. The following action was taken:

Motion by Council Member Mumm, seconded by Council Member Cathcart, **to so move** (to take Final Reading Ordinances C35972 through C35980 and set them as Hearing matters H2.a. through H2.i.); **carried unanimously.**

Action to Approve November 23, 2020, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the November 23, 2020, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

Motion by Council Member Mumm, seconded by Council Member Wilkerson, **to approve** the Advance Agenda for Monday, November 23, 2020 (as amended); **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council considered the November 16, 2020, Current Agenda.

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council approved Staff Recommendations for the following items:

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 6, 2020, total \$6,168,081.41 (Check Nos. 575629-575821; ACH Payment Nos. 83940-84168), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,651,882.11. CPR 2020-0002)

City Council Meeting Minutes: November 2, 2020. (CPR 2020-0013)

LEGISLATIVE AGENDA

(Clerical Note: The regularly scheduled 6:00 p.m. Legislative Session was canceled. On November 2, 2020, the City Council took action to condense the regularly scheduled 6:00 p.m. Session with the 3:30 p.m. Session; and, therefore, Board and Commission Appointments and First Reading Ordinances were held during the 3:30 p.m. Administrative Session.)

BOARD AND COMMISSION APPOINTMENTS

Citizens Transportation Advisory Board (CTAB) (CPR 2018-0032) and Office of the Police Ombudsman Commission (CPR 2015-0034)

Upon Unanimous Roll Call Vote (in the affirmative), the City Council approved (and thereby confirmed) the following appointments and reappointment:

- Appointment of Thomas Sanderson as the PCTS representative to the Citizens Transportation Advisory Board (CTAB) for a term ending November 11, 2021. (CPR 2018-0032)
- Reappointment of Tom Morgan as the District 1 representative to the Citizens Transportation Advisory Board (CTAB) for a term of November 14, 2020 to November 11, 2022. (CPR 2018-0032)
- Appointment of Luc Jasmin as the District 1 representative to the Office of the Police Ombudsman Commission for a term ending September 14, 2023.

There was no **City Administration Report**.

There were no **Council Committee Reports**.

Open Forum was not held.

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

There were no **Resolutions**.

There were no **Final Reading Ordinances**.

FIRST READING ORDINANCES

The following ordinances were read for the First Time, with Further Action Deferred:

ORD C35972 Relating to application file Z19-499COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "General Commercial" for approximately 0.85 acres located at 3001, 3011, and 3027 E Liberty Avenue (parcels 35033.1304, 35033.1305, and 35033.1306) and amending the Zoning Map from "Residential Single Family (RSF)" to "General Commercial (GC-70)". (By a vote of 9 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Mumm)

- ORD C35973** Relating to application file Z19-501COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "General Commercial" for approximately 0.51 acres located at 6204 Nevada Street and 1015 E Decatur Avenue (parcels 36321.0209 and 36321.0210) and amending the Zoning Map from "Residential Single Family (RSF)" to "Community Business (CB-55)". (By a vote of 9 to 0, the Plan Commission recommends denial.) (Council Sponsor: Council Member Mumm)
- ORD C35974** Relating to application file Z19-502COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Office" for approximately 0.61 acres located at 3207 and 3203 E 29th Avenue and 2820 and 2826 S Ray Street (parcels 35273.0219, 35273.0220, 35273.0305, and 35273.0306) and amending the Zoning Map from "Residential Single Family (RSF)" to "Office (O-35)". (By a vote of 9 to 0, the Plan Commission recommends approval of parcels 35273.0305 and 35273.0306 and denial of parcels 35273.0219 and 35273.0220.) (Council Sponsor: Council Member Mumm)
- ORD C35975** Relating to application file Z19-503COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Residential 15-30" for approximately 10.3 acres located at 3227 E 53rd Avenue and 5106 S Palouse Highway (parcels 34032.9044, 34032.9093, 34032.9094) and amending the Zoning Map from "Residential Single Family (RSF)" to "Residential Multi-Family (RMF)". (By a vote of 8 to 1, the Plan Commission recommends approval.) (Council Sponsor: Council Member Mumm)
- ORD C35976** Relating to application file Z19-504COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Residential 15-30" for approximately 2.2 acres located at 3004 W 8th Avenue (parcels 25234.0902 and 25234.6501) and amending the Zoning Map from "Residential Single Family (RSF)" to "Residential Multi-Family (RMF)". (By a vote of 9 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Mumm)
- ORD C35977** Relating to application file Z19-505COMP amending Map LU 1, Land Use Plan Map, of the City's Comprehensive Plan from "Residential 4-10" to "Residential 15-30" for approximately 0.16 acres located at 1117 W 10th Avenue (parcel 35193.1405) and amending the Zoning Map from

“Residential Single Family (RSF)” to “Residential Multi-Family (RMF)”. (By a vote of 7 to 0 and 1 abstention, the Plan Commission recommends denial.) (Council Sponsor: Council Member Mumm)

ORD C35978 Relating to proposal file Z20-019COMP amending Comprehensive Plan Map TR-5, Proposed Bike Network Map, in various locations, and amending the text of Appendix D to the Comprehensive Plan to update terminology relating to protected bike lanes and to update map references. (By a vote of 8 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Mumm)

ORD C35979 Relating to proposal file Z20-042COMP amending Comprehensive Plan Map TR-12, Arterial Network Map, in various locations throughout the city together with corresponding changes to the official Arterial Street Map in SMC 12.08.040. (By a vote of 9 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Mumm)

ORD C35980 Relating to proposal file Z20-045COMP amending the text of Chapter 4, Transportation, of the Comprehensive Plan to discuss safety needs for at-grade railroad crossings. (By a vote of 9 to 0, the Plan Commission recommends approval.) (Council Sponsor: Council Member Mumm)

There were no **Special Considerations**.

There were no **Hearings**.

EXECUTIVE SESSION/ADJOURNMENT

No Executive Session was held. There being no further business to come before the City Council, the Regular Administrative Session of the Spokane City Council adjourned at 4:28 p.m. The regularly scheduled 6:00 p.m. Legislative Session was canceled and was not held.

Minutes prepared and submitted for publication in the November 25, 2020, issue of the *Official Gazette*.

Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2020.

Breean Beggs
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, November 19, 2020

A regularly scheduled Study Session of the Spokane City Council was held on the above date at 11:01 a.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Beggs was present on location. Council Members Burke, Cathcart, Stratton and Wilkerson were present via Webex Video. Council Member Kinnear arrived at 11:23 a.m. Council Member Mumm was absent. The purpose of the meeting was to hold discussions on the following topics:

- Emergency Management Update
- Council COVID-19 Update
- Attainable Housing Sales and Use Tax Ordinance

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 11:45 a.m.

Minutes prepared and submitted for publication in the December 2, 2020, issue of the Official Gazette.

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2020.

Breean Beggs
City Council President

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

11/30/2020

Date Rec'd

11/17/2020

Clerk's File #

RES 2020-0087

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ELDON BROWN 625-6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 – STREET VACATION ALLEY BOUND BY RIVERSIDE, SPRAGUE, MADELIA &

Agenda Wording

Resolution setting hearing before the City Council for January 4, 2021 for the vacation of the alley bounded by Riverside, Sprague, Madelia, and Helena, as requested by Kalastar Holdings, Inc

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ \$29,532.18

4700-41300-99999-32291-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BECKER, KRIS

Study Session\Other

Urban Experience

Division Director

BECKER, KRIS

Council Sponsor

CP Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

mvanderkamp@spokanecity.org

RESOLUTION 2020-0087

WHEREAS, on September 28, 2020 the Spokane City Council received a petition for the vacation of the alley bounded by Riverside Avenue, Sprague Avenue, Helena Street, and Madelia Street, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley bounded by Riverside Avenue, Sprague Avenue, Helena Street, and Madelia Street, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley bounded by Riverside Avenue, Sprague Avenue, Helena Street, and Madelia Street, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 4, 2021**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

P2005834VACA

N Helena St

E Riverside Ave

N Madelia St

N Madelia-Pittsburg Aly

E Riverside-Sprague Aly

E Sprague Ave

E 1st-Sprague Aly

S Helena St


E 1st-Sprague Aly

S Madelia St



Right-of-way Description:
The alley bordered by Riverside, Sprague, Helena,
and Madelia

Legend

 Proposed Vacation

AGENDA ITEM PROCESSING SHEET

PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP

City Council Meeting Date: November 30, 2020

Submitting Dept: DSC - Development Services Center **Other:**

Name of Staff Member Presenting to Council: Eldon Brown x6305

Agenda Type: Resolutions

Agenda Item Name: 4700 – Street Vacation of the alley bounded by Riverside, Sprague, Madelia, and Helena

Agenda Wording (250 Character Max): Resolution setting hearing before the City Council for January 3, 2021 for the vacation of the alley bounded by Riverside, Sprague, Madelia, and Helena, as requested by Kalastar Holdings, Inc

Summary Background (500 Character Limit): A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Grant Related? Yes ☐ No ☒

Public Works Related? Yes ☐ No ☒

Fiscal Impact: Revenue

If Revenue or Expense: \$29,532.18

**** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.**

Council Notifications: Urban Experience Committee – 11/9/2020

**** City Council Sponsor:** CP Breean Beggs

Any Additional Approvals Required:

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.

edjohnson@spokanecity.org, ebrown@spokanecity.org, kbecker@spokanecity.org

PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE

SUBMITTED WITH THE AGENDA ITEM



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: September 21, 2020

RECEIVED

TO: Eldon Brown
Developer Services

NOV 06 2020

Clerk's File No.
ORD C35937

CITY CLERK'S OFFICE

FROM: Terri Pfister, City Clerk

RE: Vacation of various right-of-ways south of East North foothills Drive and west of Perry Street.

Attached is a copy of Ordinance C35937 for the vacation of:

Various right-of-ways south of East North foothills Drive and west of Perry Street.

This ordinance was read for the first time on September 21, 2020, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Principal Engineer, is returned to the City Clerk's Office.



City Clerk

9/21/2020

Date

Precedent conditions have been met and Ordinance C35937 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 11/06/20



Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	9/2/2020
Clerk's File #	ORD C35937
Renews #	
Cross Ref #	RES 2020-0055
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPER SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	4700 - NE MIDDLE SCHOOL STREET VACATION

Agenda Wording

Vacation of vacation of various right-of-ways south of E North Foothills Dr. and west of Perry St., as requested by the Spokane School District to accommodate the NE Middle School.

Summary (Background)

At its legislative session held on August 17, 2020, the City Council set a hearing on the above vacation for September 14, 2020. Staff has solicited responses from all concerned parties.

Lease?	Grant related?	NO	Public Works?	NO
<u>Fiscal Impact</u>			<u>Budget Account</u>	
Neutral	\$		#	
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS		<u>Study Session\Other</u>	pIES 06-22-2020
<u>Division Director</u>	BECKER, KRIS		<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	ORLOB, KIMBERLY		<u>Distribution List</u>	
<u>Legal</u>	RICHTMAN, JAMES		kbecker@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		edjohnson@spokanecity.org	
<u>Additional Approvals</u>			mvanderkamp@spokanecity.org	
<u>Purchasing</u>			ebrown@spokanecity.org	
			rthompson@spokanecity.org	

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35937

An ordinance vacating various right-of-ways south of East North Foothills Drive and west of Perry Street and more particularly described below

WHEREAS, a petition for the vacation of various right-of-ways south of East North Foothills Drive and west of Perry Street and more particularly described below has been filed with the City Clerk representing 93% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the sections of right-of-way described below are hereby vacated. Parcel number not assigned.

The alley east of block 41 of the plat of Wolverton & Conlan's as recorded with the Spokane County Auditor under recording number 3103376 and west of Block 25 of the plat of Avondale Addition, as recorded with the Spokane County Auditor under recording number 3100010 EXCEPT any portion lying within North Foothills Drive.

Together with:

The alley east of block 26 of the plat of Wolverton & Conlan's as recorded with the Spokane County Auditor under recording number 3103376 and west of Block 26 of the plat of Avondale Addition, as recorded with the Spokane County Auditor under recording number 3100010.

Together with:

The alley east of block 25 of the plat of Wolverton & Conlan's as recorded with the Spokane County Auditor under recording number 3103376 and west of Block 41 of the plat of Avondale Addition, as recorded with the Spokane County Auditor under recording number 3100010.

Together with:

Denver Street from the north line of Marietta Avenue to the north line of Buckeye Avenue/

Together with:

Buckeye Avenue from the west line of Denver Street to the west line of Perry Street.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, and the City of Spokane to protect existing and future utilities.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to (one-half or full) the assessed value of the area herein vacated.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

P2001871VACA



Right-of-way Description:
Various right-of-ways south of East
North Foothills and west of North Perry
Street

Legend

 vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
July 14, 2020

LOCATION: West of Perry and South of North Foothills

PROPONENT: Spokane School District

PURPOSE: Make room for the Northeast Middle School

HEARING: TBD

REPORTS:

AVISTA UTILITIES – Avista does have electric/gas facilities in the Perry-Denver Alley to be vacated and electric/gas facilities in the portion of Buckeye being vacated between west side of Perry and the west side of Perry-Denver alley, and therefore requests easement be reserved for those facilities.

SECOND SET OF AVISTA COMMENTS - Regarding the attached 5/11/2020 letter to you, requesting the City of Spokane reserve easements in the vacated areas to Avista for gas and electric facilities - Avista would like withdraw that request based on new information that Avista will have its facilities removed prior to the vacation being finalized in early 2021.

CENTURYLINK – When we were first asked about the vacation, we were not provided the information that all of the businesses were going to be removed, which is why we wanted to retain the easements. Now that we have the full picture, we understand that all of the current homes/businesses will be torn down therefore leaving us no reason to have facilities in that alleyway. For CenturyLink, we do not have anything major on that pole line in the alleyway, so, it won't be too hard for us to remove the facilities. This will however be a billable job, so, we will have to receive payment before we can commence with removing the facilities.

CenturyLink is in agreement with the vacation and will not need to retain the easements. Please let me know if there is anything else needed at this point. Also, as we get closer to the date of facilities removal, please send the billing information and contact so that we can get an invoice over to you to get the process started.

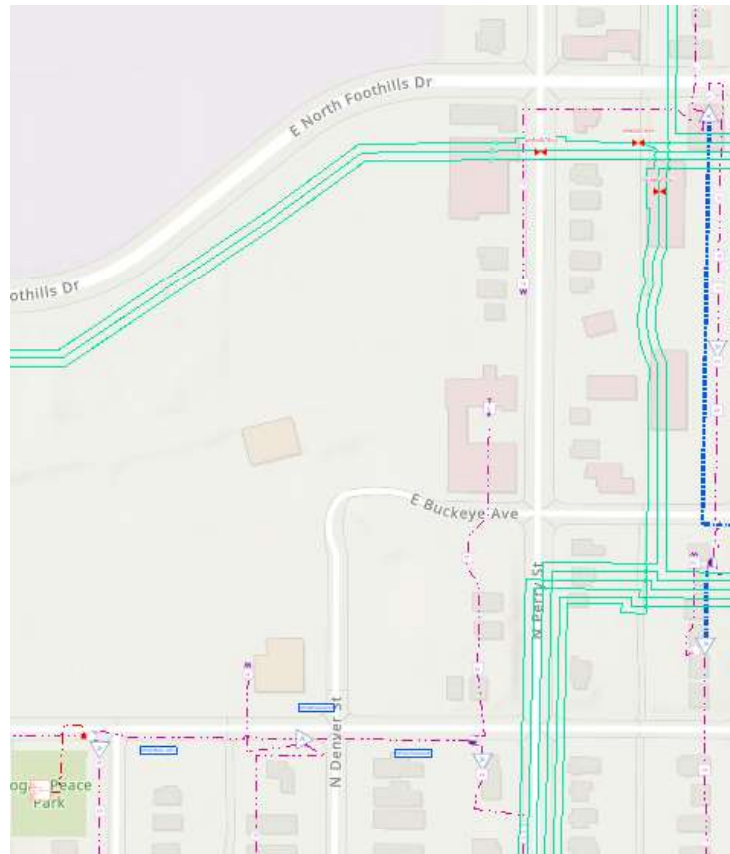
INLAND POWER – Inland Power & Light has no facilities within the vacation area.

ZAYO COMMUNICATIONS - Thanks for the review. Zayo has no comment and or objection to the requested vacation.

WATER DEPARTMENT - The 6" water line in Buckeye @ Perry will need to be killed in Perry or a meter installed at the new ROW. This may not remain a live unmetered main after vacation. Additionally, all services to buildings that are being torn down must be killed at the main, not a ROW vacation requirement but it will need to happen for the project.

PLANNING & DEVELOPMENT – PLANNING – No concerns for this proposal. We are working with the School District for an expansion of the CC3 overlay zoning for the new proposed middle school.

COMCAST - Enclosed is Comcast System map showing our plant for this area. As you can see we have Coax and Fiber built on the pole line in the alley west of Perry Road. At Perry and Buckeye we have 6 fibers (green lines) and a coax line. We have a coax line at Denver and Marietta serving a City building. At North Foothills Dr and Perry alley West we have 3 fibers and a coax line. So Comcast would need to keep the ROW or be paid to move these lines.



Second set of Comcast comments - After today's meeting Comcast will not need this easement. Comcast will reroute our plant in the right of way easement along Perry, at the owners expense. If you have questions please reach out.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No Comments

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No Comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No concerns

POLICE DEPARTMENT - No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT - he Street Department is providing the below 4 pieces of input on this Vacation Request:

1- We have a Street Head and Stop sign on Buckeye, for Perry. We will need notification when the vacation is final to remove them from our inventory.

2 - I believe there is a City owned conduit crossing Denver St. south of Buckeye. Our GIS Innerconnect layer indicates that conduit has security camera cables in it. There is also conduit with fiber running parallel to Denver St. City IT should be requested to review this request.

3 - We have conduit in the area that goes to the Solid Waste building. As the building's going away we won't need the conduit any longer. It should probably be removed back to the nearest vault and building unless the school district or IT needs it.



4 - The blue line depicts City conduit and fiber optics leaving our water department and going to the City field engineering office, the fiber provides them access into the city's network. The circle on the snippet depicts where a City security camera is with cabling into the building.



WASTEWATER MANAGEMENT - Wastewater Management has no assets in the proposed vacation area. Therefore, we have no objection to the vacation provided on site runoff be maintained and treated on site.

BICYCLE ADVISORY BOARD - No Comments

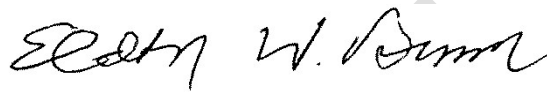
RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by the City of Spokane shall be retained over the entire vacation area to protect existing and future utilities.
2. Pursuant to a purchase and sale agreement, staff is recommending that if approved, this property would be vacated at no-cost.
3. The plans for termination and closure of the right-of-ways must be submitted to and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed, or financially guaranteed for construction, prior to final reading of the ordinance.
4. The 6" water line in Buckeye @ Perry will need to be killed in Perry or a meter installed at the new ROW. This may not remain a live unmetered main after vacation.
5. Adequate emergency vehicle access shall be maintained to existing and future buildings.
6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **Error! Bookmark not defined..**

Eldon Brown, P.E.
Principal Engineer – Planning & Development

EDJ/xxx

\stvac\Error! Bookmark not defined.

A handwritten signature in black ink that reads "Eldon W. Brown". The signature is written in a cursive style with a small triangle above the 'n'.

DRAFT



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	10/22/2020
Clerk's File #	ORD C35988
Renews #	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE EXT 6064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5900 INTERMODAL FACILITY SBO		

Agenda Wording

This SBO provides additional dollars from the General Fund in the amount of \$132,000 to the Intermodal Building Repairs and Maintenance budget line, providing operating revenue of \$132,000 for the remainder of 2020.

Summary (Background)

The Intermodal Facility is a City owned facility that provides transit options for AMTRAK and Greyhound customers. This facility has been the City of Spokane's responsibility since 1983 when the City partnered in revitalizing the facility. Long term tenants, difficult hours of operations, and limited leasing opportunities make this facility a challenge to manage and maintain. This SBO provides additional security service dollars to cover general ops of the facility for the remainder of 2020.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Budget Account

Revenue	\$ 132,000	# 0100-99999-99999
Expense	\$ 132,000	# 0980-89000-97147-80101
Revenue	\$ 132,000	# 1570-23100-99999-39710
Expense	\$ 132,000	# 1570-23100-18200-54920

Approvals

Council Notifications

<u>Dept Head</u>	STEELE, DAVID	<u>Study Session\Other</u>	Urban Development 10-
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	CM Mumm
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		
<u>BUDGET</u>	INGIOSI, PAUL	

Briefing Paper

Finance Committee

Division & Department:	Finance - Asset Management
Subject:	SBO Providing additional dollars for the Intermodal Facility
Date:	October 2, 2020
Author (email & phone):	Dave Steele, dsteale@spokanecity.org 625-6064
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	November 1st, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of an SBO authorizing additional dollars for Intermodal Facility Operating expenses
Background/History: <p>The Intermodal Facility is a City owned facility that provides transit options for AMTRAK and Greyhound customers. This facility has been the City of Spokane's responsibility since 1983 when the City partnered in revitalizing the facility.</p> <p>Long term tenants, difficult hours of operations, and limited leasing opportunities make this facility a challenge to manage and maintain.</p> <p>This SBO provides additional security service dollars to cover general operations of the facility for the remainder of 2020</p>	
Executive Summary: <ul style="list-style-type: none"> ○ This SBO provides additional dollars from the General Fund in the amount of \$132,000 to the Intermodal Building Repairs and Maintenance budget line, providing operating revenue of \$132,000 for the remainder of 2020. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	

ORDINANCE NO C35988

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund and the Intermodal Facility Operation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Undesignated Reserves	\$ 132,000

TO:	0980-89000	Allocations	
	97147-80101	Operating Transfer to Intermodal	\$ 132,000

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

FROM:	1570-23100	Intermodal	
	99999-39710	From General Fund	\$ 132,000

TO:	1570-23100	Intermodal	
	18200-54920	Alarm/Security Services	\$ 132,000

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from increased security costs and Intermodal Facility, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



Agenda Sheet for City Council Meeting of:
11/30/2020

Date Rec'd	11/12/2020
Clerk's File #	RES 2020-0086
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BRIAN 625-6254	Project #	
Contact E-Mail	BMCLATCHEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION AMENDING 2021 STATE LEGISLATIVE AGENDA		

Agenda Wording

A resolution updating the City's 2021 state legislative agenda.

Summary (Background)

This resolution amends Resolution 2020-0044, by which the City adopted its initial agenda for the 2021 state legislative session. This resolution updates the attachment which list the priority items for the City's legislative efforts in the 2021 legislative session in Olympia.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> Study Session 10/29/20
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

RESOLUTION NO. 2020-0086

A Resolution amending the City of Spokane's legislative agenda for the 2021 state legislative session.

WHEREAS, "Any legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane" (SMC 02.03.030); and

WHEREAS, as in past years, the City's legislative agenda contains three tiers of legislative items, only the first of which will require advocacy by City Council members and/or staff; and

WHEREAS, the City Council has consulted with its contract lobbyists, state legislators, and administration staff to form the attached list of priorities for the upcoming 2021 state legislative session, which was adopted by Resolution No. 2020-0044 (June 25, 2020).

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends the City of Spokane's State Legislative Agenda for the 2021 state legislative session as shown in Attachment 'A', incorporated by reference.

BE IT ALSO RESOLVED that the City Council empowers its ad hoc legislative committee to add or subtract items contained within Tier 2 ("support, assist effort as needed") and Tier 3 ("monitor for impacts, respond as appropriate") without the need for an additional City Council resolution; provided, that any changes to items contained within Tier 1 shall require the Council's adoption of an amending resolution.

PASSED by the City Council this ____ day of _____, 2020.

City Clerk

Approved as to form:

Assistant City Attorney

City of Spokane 2021 State Legislative Priorities

TIER 1 (highest priority-lead effort)

Law Enforcement Transparency and Accountability

Pass new legislation establishing that independent oversight of law enforcement personnel by first-class cities is exempt from collective bargaining agreements.

Smart Justice

Establish a pilot program allowing the Spokane region to share in the cost savings created by using accelerated rehabilitation and community safety (ARCS) services in lieu of incarceration which is far more expensive.

Traffic Safety

Pass legislation that allows the City of Spokane to create a public safety pilot program using automated traffic safety cameras near schools, parks and other locations designated for emergency vehicles or public transportation vehicles.

Emergency Communications Funding

Pass legislation that enables cities to receive a fair apportionment of sales & use taxes collected by counties to fund emergency communications systems and facilities.

LEAF Heritage Project

Secure state funding for the Latah Environmental, Agricultural & Fisheries (LEAF) Heritage Project, a regional initiative to acquire Spokane's largest remaining parcel of agricultural land, located beneath the South Hill bluff along Latah Creek.

Removing Barriers to Local Transportation Funding

Exempt local property taxes used for transportation from the 1 percent levy limit to help fund Spokane's critical infrastructure needs without harming other essential public services.

Funding Spokane's Infrastructure Priorities

Advance Capital Budget and Transportation requests for vital City and community infrastructure projects as identified by the Council's Legislative Team.



Expenditure Control Form

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3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



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

November 9, 2020

City Clerk File No.:
*ORD C35962
ORD C35963

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35962 RELATING TO THE RATES OF WASTEWATER AND SEWER PUBLIC UTILITIES AND SERVICES and FINAL READING ORDINANCE C35963 RELATING TO THE RATES OF THE WATER AND HYDROELECTRIC DEPARTMENT AND WASTEWATER DEPARTMENT

During its 3:30 p.m. Administrative Session held virtually on November 9, 2020, upon review of the November 9 Current Agenda, the Spokane City Council took the following action:

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to defer** Final Reading Ordinance C35962 (relating to the rates of Wastewater and Sewer public utilities and services) and Final Reading Ordinance C35963 (relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department) to November 30, 2020; **carried unanimously.**



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
11/02/2020

Date Rec'd	10/15/2020
Clerk's File #	ORD C35962
Renews #	
Cross Ref #	ORD C35528
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	SCOTT 625-6584
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4310 - WASTEWATER AND STORMWATER RATES ORDINANCE

Agenda Wording

An ordinance relating to the rates of wastewater and sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane

Summary (Background)

The ordinance reflects an annual increase of 2.9% to wastewater and stormwater for 2021, 2022, 2023. The three year rate proposal will provide affordability and predictability for citizens.

<u>Fiscal Impact</u>	Grant related?	NO	<u>Budget Account</u>	
	Public Works?	NO		
Select	\$		#	
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>			<u>Council Notifications</u>	
<u>Dept Head</u>	FEIST, MARLENE		<u>Study Session\Other</u>	7/23/20 & 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.		<u>Council Sponsor</u>	Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH		eschoedel@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		rhulvey@spokanecity.org	
<u>Additional Approvals</u>			aalbinemoore@spokanecity.org	
<u>Purchasing</u>			cmorse@spokanecity.org	
			rgennett@spokanecity.org	
			eraea@spokanecity.org	
FIRST READING				

FIRST READING OF THE ABOVE
ORDINANCE HELD ON
11/2/2020
AND FURTHER ACTION WAS DEFERRED
[Signature]
CITY CLERK

ORDINANCE NO. C35962

AN ORDINANCE relating to the rates of Wastewater and Sewer public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane Municipal Code; repealing SMC Sections 13.03.1014, 13.03.1016, and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly service charge is reflected in this section.

Basic Domestic Service Charge	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Basic domestic service charge	((\$23.43)) <u>\$25.53</u>	((\$24.11)) <u>\$26.27</u>	((\$24.84)) <u>\$27.03</u>
Cost per RV dump connection	((\$5.71)) <u>\$6.22</u>	((\$5.88)) <u>\$6.40</u>	((\$6.05)) <u>\$6.59</u>

Section 2: That SMC section 13.03.1006 is amended to read as follows:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

This section lists the City's monthly user charge for treatment of standard strength wastewater. The User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

User Charge for Treatment of Standard Strength Wastewater	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per million gallons	((\$1,673.97)) <u>\$1,823.87</u>	((\$1,722.52)) <u>\$1,876.76</u>	((\$1,772.47)) <u>\$1,931.19</u>
Per cubic foot	((\$2.24)) <u>\$2.44</u>	((\$2.30)) <u>\$2.51</u>	((\$2.37)) <u>\$2.59</u>

Section 3: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Inside City	Monthly Amount		
	((2018)) 2021	((2019)) 2022	((2020)) 2023
Domestic charge	(((\$30.57)) \$33.31	(((\$31.46)) \$34.27	(((\$32.37)) \$35.27
General stormwater charge	(((\$4.30)) \$4.68	(((\$4.42)) \$4.82	(((\$4.55)) \$4.96
Cost for additional apartment	(((\$27.48)) \$29.94	(((\$28.28)) \$30.81	(((\$29.10)) \$31.71
General stormwater charge per unit for four units or Less	(((\$3.68)) \$4.01	(((\$3.79)) \$4.13	(((\$3.90)) \$4.25
General stormwater charge per unit for over four units	(((\$2.95)) \$3.22	(((\$3.04)) \$3.31	(((\$3.13)) \$3.41

1. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Commercial User Charge.

Commercial User Charge - Inside City	Monthly Amount		
	((2018)) 2021	((2019)) 2022	((2020)) 2023
Commercial user charge			
Per million gallons	(((\$2,158.19)) \$2,353.33	(((\$2,220.78)) \$2,421.58	(((\$2,285.18)) \$2,491.80
Per hundred cubic feet	(((\$1.62)) \$1.76	(((\$1.67)) \$1.81	(((\$1.72)) \$1.86
General stormwater charge			
Per impervious acre per year	(((\$1,038.59))	(((\$1,068.71))	(((\$1,099.70))

	<u>\$1,124.41</u>	<u>\$1,157.07</u>	<u>\$1,190.57</u>
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	(((\$0.86)) <u>\$0.94</u>	(((\$0.88)) <u>\$0.96</u>	(((\$0.91)) <u>\$0.99</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	(((\$75.21)) <u>\$81.94</u>	(((\$77.39)) <u>\$84.32</u>	(((\$79.63)) <u>\$86.77</u>
Process/Seepage user charge			
Per million gallons	(((\$640.53)) <u>\$697.82</u>	(((\$659.11)) <u>\$718.05</u>	(((\$678.22)) <u>\$738.88</u>
Per hundred cubic feet	(((\$0.4794)) <u>\$0.5220</u>	(((\$0.4930)) <u>\$0.5371</u>	(((\$0.5073)) <u>\$0.5527</u>

1. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water-wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.03.1010 is amended to read as follows:

**13.03.1010 Domestic and Commercial User Charges – ~~((Non-City))~~ Outside City Customer –
Monthly Amount**

This section lists the City's monthly domestic and commercial user charges and other monthly charges for ~~((non-))~~ Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge – ((Non-)) <u>Outside City Customers</u>	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Domestic charge	(((\$61.15)) <u>\$66.63</u>	(((\$62.92)) <u>\$68.56</u>	(((\$64.74)) <u>\$70.55</u>
Cost for additional apartment	(((\$58.07)) <u>\$63.27</u>	(((\$59.75)) <u>\$65.10</u>	(((\$61.48)) <u>\$66.99</u>

1. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. ~~((Non-))~~ Outside City Retail Commercial User Charge.

Commercial User Charge – ((Non-)) <u>Outside City Customers</u>	Monthly Amount		
	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Per million gallons	(((\$4,316.37)) <u>\$4,706.11</u>	(((\$4,441.54)) <u>\$4,842.59</u>	(((\$4,570.34)) <u>\$4,983.02</u>
Per hundred cubic feet	(((\$3.23)) <u>\$3.52</u>	(((\$3.32)) <u>\$3.62</u>	(((\$3.42)) <u>\$3.73</u>

C. Outside City Utility Service Area (except by interlocal agreement).

<u>Outside City Utility Service Area (except by interlocal agreement)</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Per million gallons	<u>\$4,706.11</u>	<u>\$4,842.59</u>	<u>\$4,983.02</u>
Per hundred cubic feet	<u>\$3.52</u>	<u>\$3.62</u>	<u>\$3.73</u>

2. ~~((Water-Wastewater))~~ Capital Rates.

~~((Rates for water wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
User charge ((per thousand gallons)) <u>(per gallon)</u>	(((\$119.26)) <u>\$0.2274</u>	(((\$122.72)) <u>\$0.2340</u>	(((\$126.28)) <u>\$0.2408</u>
Surcharge on loads over four thousand gallons.	(((\$6.78))	(((\$6.98))	(((\$7.18))

3. ~~((Water Wastewater)) Capital Rates.~~

~~((Rates for water wastewater capital are))~~ In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1014 entitled “Service Outside City Utility Service Area – Monthly Amount” is repealed:

13.03.1014 Service Outside City Utility Service Area – Monthly Amount - REPEALED

~~((This section lists the monthly rates for service outside the City’s utility service area.~~

~~A. Outside City Utility Service Area (except by interlocal agreement).~~

Outside City Utility Service Area (except by interlocal agreement)	((2018)) 2021	((2019)) 2022	((2020)) 2023
Per million gallons	(((\$4,1326.37)) \$4,702.88	(((\$4,441.54)) \$4,839.26	(((\$4,570.34)) \$4,979.60
Per hundred cubic feet	(((\$3.23)) \$3.52	(((\$3.32)) \$3.62	(((\$3.42)) \$3.72

1. ~~Water Wastewater Capital Rates.~~

~~Rates for water wastewater capital are established and provided for in SMC 13.035.500.))~~

Section 7: That SMC section 13.03.1016 entitled “Non-domestic Process Wastewater User Charge – Monthly Amount” is repealed:

13.03.1016 Non-domestic Process Wastewater User Charge – Monthly Amount - REPEALED

~~((This section lists the monthly rate for non-domestic process wastewater user charges.~~

~~A. Non-domestic Process Wastewater User Charge.~~

Non-domestic Process Wastewater User Charge	Monthly Amount		
-	((2018)) 2021	((2019)) 2022	((2020)) 2023
User charge (per thousand gallons)	(((\$119.26)) \$129.94	(((\$122.72)) \$133.71	(((\$126.28)) \$137.59

Non-domestic process wastewater Disposal charge (per thousand gallons).	(((\$160.52)) \$174.90	(((\$165.18)) \$179.97	(((\$169.97)) \$185.19
Surcharge on loads over four thousand gallons	(((\$6.78)) \$7.39	(((\$6.98)) \$7.60	(((\$7.18)) \$7.82

4. ~~Water Wastewater Capital Rates.~~

~~Rates for water wastewater capital are established and provided for in SMC 13.035.500)).~~

Section 8: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

Landfill Pump and Treat Total	Monthly Amount		
	((2018)) 2021	((2019)) 2022	((2020)) 2023
Per million gallons	(((\$1,199.84)) \$1,307.28	(((\$1,234.64)) \$1,345.19	(((\$1,270.44)) \$1,384.20
Per hundred cubic feet	(((\$0.90)) \$0.99	(((\$0.93)) \$1.02	(((\$0.96)) \$1.05

Section 9: That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge ((2018)) 2021	Basic Charge ((2019)) 2022	Basic Charge ((2020)) 2023
500	(((\$243.32)) \$265.11	(((\$250.38)) \$272.80	(((\$257.64)) \$280.71
600	(((\$276.09)) \$300.82	(((\$284.10)) \$309.54	(((\$292.34)) \$318.52
700	(((\$307.77)) \$335.33	(((\$316.70)) \$345.06	(((\$325.88)) \$355.06
800	(((\$340.38))	(((\$350.25))	(((\$360.41))

	<u>\$370.86</u>	<u>\$381.62</u>	<u>\$392.68</u>
900	<u>(((\$372.92))</u> <u>\$406.31</u>	<u>(((\$383.73))</u> <u>\$418.09</u>	<u>(((\$394.86))</u> <u>\$430.22</u>
1000	<u>(((\$405.28))</u> <u>\$441.56</u>	<u>(((\$417.03))</u> <u>\$454.37</u>	<u>(((\$429.12))</u> <u>\$467.55</u>
1100	<u>(((\$421.52))</u> <u>\$459.26</u>	<u>(((\$433.74))</u> <u>\$472.58</u>	<u>(((\$446.32))</u> <u>\$486.29</u>
1200	<u>(((\$437.72))</u> <u>\$476.91</u>	<u>(((\$450.41))</u> <u>\$490.74</u>	<u>(((\$463.47))</u> <u>\$504.97</u>
1300	<u>(((\$453.95))</u> <u>\$494.60</u>	<u>(((\$467.11))</u> <u>\$508.94</u>	<u>(((\$480.66))</u> <u>\$523.70</u>
1400	<u>(((\$470.06))</u> <u>\$512.15</u>	<u>(((\$483.69))</u> <u>\$527.01</u>	<u>(((\$497.72))</u> <u>\$542.29</u>
1500	<u>(((\$486.38))</u> <u>\$529.94</u>	<u>(((\$500.49))</u> <u>\$545.30</u>	<u>(((\$515.00))</u> <u>\$561.12</u>

((B. Miscellaneous Charges for Laboratory Analysis — Bacteriological Tests.

Bacteriological Tests	2018	2019	2020
Fecal Coliform	\$80.63	\$82.97	\$85.38

C. Chemistry Tests.

Chemistry Tests	2018 Charges	2019 Charges	2020 Charges
Alkalinity			
Bicarbonate	\$30.99	\$31.89	\$32.81
Carbonate	\$23.72	\$24.41	\$25.12
Total	\$54.71	\$56.30	\$57.93
Biochemical Oxygen Demand	\$51.60	\$53.10	\$54.64
Chloride	\$26.45	\$27.22	\$28.01
Chemical Oxygen Demand	\$49.17	\$50.60	\$52.07
Dissolved Oxygen	\$39.58	\$40.73	\$41.91
Fluoride	\$23.70	\$24.39	\$25.10
Hardness	\$23.00	\$23.67	\$24.36
Nitrogen			
Ammonia	\$43.08	\$44.33	\$45.62
Kjeldahl	\$46.03	\$47.36	\$48.73
TKN (Total Kjeldahl Nitrogen)	\$88.89	\$91.47	\$94.12

Nitrate	\$39.58	\$40.73	\$41.91
Nitrite	\$26.16	\$26.92	\$27.70
Oil & Grease	\$67.19	\$69.14	\$71.15
pH	\$11.00	\$11.32	\$11.65
Phosphorus			
Inorganic	\$36.92	\$37.99	\$39.09
Orthophosphate	\$26.91	\$27.69	\$28.49
Total	\$63.83	\$65.68	\$67.58
Residue			
Settleable Solids	\$23.02	\$23.69	\$24.38
Coliform	\$60.45	\$62.20	\$64.00
Suspended Solids	\$23.02	\$23.69	\$24.38
Total Solids	\$25.39	\$26.13	\$26.89
Total Dissolved Solids	\$25.39	\$26.13	\$26.89
Volatile Solids	\$31.48	\$32.39	\$33.33
Volatile Suspended Solids	\$31.48	\$32.39	\$33.33
Specific Oxygen Demand	\$96.28	\$99.07	\$101.94
Specific Conductance	\$12.77	\$13.14	\$13.52
Sulfates	\$33.04	\$34.00	\$34.99
Turbidity	\$19.13	\$19.68	\$20.25

~~D. Elemental Analysis Performed by Atomic Absorption Spectrophotometry.~~

Elements: Aluminum, calcium, cadmium, chromium, copper, iron, lead, magnesium, manganese, mercury, nickel, potassium, sodium, and zinc.	2018	2019	2020
Flame technique	\$30.08	\$31.85	\$32.77
Flameless technique	\$30.08	\$31.85	\$32.77

~~E. Biosolids Application Program.~~

-	2018	2019	2020
Per cubic yard	\$17.91	\$18.43	\$18.96))

Section 10: That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((2018)) <u>2021</u>	((2019)) <u>2022</u>	((2020)) <u>2023</u>
Monthly charge	(((\$6.72)) <u>\$7.32</u>	(((\$6.94)) <u>\$7.53</u>	(((\$7.14)) <u>\$7.75</u>
((Per hundred cubic feet	<u>\$0.5647</u>	<u>\$0.5811</u>	<u>\$0.5980</u>
Inspection fee (start-up, one-time fee)	(((\$95.52)) <u>\$104.08</u>	(((\$98.29)) <u>\$107.09</u>	(((\$101.14)) <u>\$110.20</u>

Section 11: Effective Date. This ordinance shall take effect and be in force on January 1, 2021.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



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

November 9, 2020

City Clerk File No.:
ORD C35962
★ ORD C35963

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35962 RELATING TO THE RATES OF WASTEWATER AND SEWER PUBLIC UTILITIES AND SERVICES and FINAL READING ORDINANCE C35963 RELATING TO THE RATES OF THE WATER AND HYDROELECTRIC DEPARTMENT AND WASTEWATER DEPARTMENT

During its 3:30 p.m. Administrative Session held virtually on November 9, 2020, upon review of the November 9 Current Agenda, the Spokane City Council took the following action:

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to defer** Final Reading Ordinance C35962 (relating to the rates of Wastewater and Sewer public utilities and services) and Final Reading Ordinance C35963 (relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department) to November 30, 2020; **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
11/02/2020

Date Rec'd	10/15/2020
Clerk's File #	ORD C35963
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	SCOTT 625-6584
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4100 - PUBLIC DEVELOPMENT AUTHORITIES (PDA) RATES ORDINANCE

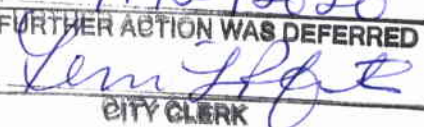
Agenda Wording

An ordinance relating to the rates of the water and hydroelectric and wastewater management department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section to

Summary (Background)

The City and Spokane County have established and/or reformulated Public Development Authorities (PDA) in accordance with RCW 35.21.730 thru .757. This ordinance relates to adding new Spokane Municipal Code to sections 13.03 and 13.04.

<u>Fiscal Impact</u>	Grant related?	NO	<u>Budget Account</u>
	Public Works?	NO	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>			<u>Council Notifications</u>
<u>Dept Head</u>	FEIST, MARLENE		<u>Study Session\Other</u> 7/23/20 & 8/20/20
<u>Division Director</u>	SIMMONS, SCOTT M.		<u>Council Sponsor</u> Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA		<u>Distribution List</u>
<u>Legal</u>	SCHOEDEL, ELIZABETH		eschoedel@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL		rhulvey@spokanecity.org
<u>Additional Approvals</u>			aalbinemoore@spokanecity.org
<u>Purchasing</u>			cmorse@spokanecity.org
			sburns@spokanecity.org
			eraea@spokanecity.org

FIRST READING OF THE ABOVE
ORDINANCE HELD ON
11/2/2020
AND FURTHER ACTION WAS DEFERRED

CITY CLERK

ORDINANCE NO. C35963

AN ORDINANCE relating to the rates of the Water and Hydroelectric Department and Wastewater Management Department for utility services to properties within designated and established Public Development Authorities (PDA), adding a new section 13.03.1011 to SMC 13.03 and new sections 13.04.20051 and 13.04.20061 to SMC 13.04 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the City and Spokane County have established and/or reformulated Public Development Authorities (PDA) in accordance with RCW 35.21.730 - .757 for the purposes of facilitating the acquisition, construction, development, leasing, operation and maintenance of public benefit projects in specifically designated areas to assist both City and County with improving economic conditions in and around the City and County of Spokane; and

WHEREAS, large areas of existing and reformulated PDA boundaries are situated within the geographical boundaries of the City of Spokane and have utility infrastructure available for new and existing customers; and

WHEREAS, the City has evaluated these areas and finds there is current utility infrastructure in existence which is underutilized or lying idle, which potentially increases costs associated with maintaining the integrity of these dormant lines; and

WHEREAS, because of these available assets, the PDA areas have been designated as desirable for economic development and growth to help create jobs and improve the financial health of the City and the County overall, benefiting City utility ratepayers; and

WHEREAS, use of this current utility infrastructure has a direct benefit to the utility rate payers in that operational efficiency of the system is enhanced and maintained; and

WHEREAS, new utility customers will share in the costs of future maintenance projects for the system, keeping rates for all customers more affordable and predictable; and

WHEREAS, when setting rates, the City has embraced four main principles: simplicity and transparency, stability, sustainability, and equity and affordability; and

WHEREAS, the rate proposed for customers within designated PDAs meets these goals; and

WHEREAS, for administrative efficiency and system management and accounting, consistent utility rates for those customers located within designated and established PDAs should be uniform, reasonable, and without disparity; and

WHEREAS, utility service rates for water and sewer services should be consistent with inside City rates as established with Chapters 13.03 and 13.04 SMC.

The City of Spokane does ordain:

Section 1: That a new section be added to the Spokane Municipal Code to read as follows:

13.03.1011 PDA Sewer and Stormwater Rates

This section lists the City's monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

A. PDA User Charge.

PDA User Charge	Monthly Amount		
	2021	2022	2023
PDA Residential User Charge:			
Domestic User Charge	\$66.63	\$68.56	\$70.55
Additional Apartment	\$63.27	\$65.10	\$66.99
PDA Commercial User charge:			
Per million gallons	\$2,353.33	\$2,421.58	\$2,491.80
Per hundred cubic feet	\$1.76	\$1.81	\$1.86
General stormwater charge:			
Domestic Stormwater charge	\$33.31	\$34.27	\$35.27
General domestic stormwater charge per unit for four units or Less	\$4.01	\$4.13	\$4.25
General domestic stormwater charge per unit for over four units	\$3.22	\$3.31	\$3.41
Per impervious acre per year – commercial charge	\$1,124.41	\$1,157.02	\$1,190.57
Per one-one hundredth impervious acre - Commercial	\$0.94	\$0.96	\$0.99
(See RCW 35.67.020; RCW 35.92.020)			
Combined Sewer Overflow (CSO) Stormwater user surcharge (per	\$81.94	\$84.32	\$86.77

acre or equivalent thereof) - Commercial			
Process/Seepage user charge:			
Per million gallons	\$697.82	\$718.05	\$738.88
Per hundred cubic feet	\$0.5220	\$0.5371	\$0.5527

B. Capital Charge. In addition to the basic charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That a new section be added to the Spokane Municipal Code to read as follows:

13.04.20161 PDA Water Rates

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

2021	2022	2023
\$17.72	\$18.23	\$18.76

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600	\$0.3382	\$0.3481	\$0.3581
Greater than 600 up to 1,200	\$0.7156	\$0.7363	\$0.7577
Greater than 1,200 up to 2,500	\$0.9627	\$0.9906	\$1.0193
Greater than 2,500 up to 4,500	\$1.2361	\$1.2719	\$1.3088

Greater than 4,500	\$1.5435	\$1.5883	\$1.6344
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B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	2021	2022	2023
1 inch or smaller	\$18.78	\$19.33	\$19.89
1 ½ inch	\$30.64	\$31.53	\$32.44
2 inch	\$43.41	\$44.67	\$45.97
3 inch	\$69.54	\$71.56	\$73.63
4 inch	\$95.78	\$98.55	\$101.41
6 inch	\$135.47	\$139.40	\$143.45
8 inch	\$277.58	\$285.63	\$293.91
10 inch	\$405.36	\$417.12	\$429.21

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	2021	2022	2023
Zero up to 600 (Charge for all use: zero up to 600.)	\$0.3508	\$0.3610	\$0.3715
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	\$0.7281	\$0.7492	\$0.7709
Greater than 1,000 (Charge for all use: zero to amount used.)	\$1.0532	\$1.0837	\$1.1152

C. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: Effective Date. This ordinance is hereby ratified and shall take effect to January 1,2021.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



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

October 26, 2020

City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE
COMPANY FRANCHISE

During its 3:30 p.m. Briefing Session held virtually Monday, October 26, 2020, upon review of the November 2, 2020, Advance Agenda, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C35924—granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane—to November 30, 2020; **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

October 5, 2020

City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE
COMPANY FRANCHISE

During its 3:30 p.m. Briefing Session held virtually Monday, October 5, 2020, upon review of the October 12, 2020, Advance Agenda, and after Council discussion, the following action was taken:

Motion by Council Member Cathcart, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C35924—granting Yellowstone Pipe Line Company, a corporation, chartered in the State of Delaware, the nonexclusive right, privilege, authority, and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA—to November 2, 2020; **carried unanimously (Council Member Kinnear 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

September 21, 2020

City Clerk File No.:
ORD C35924

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35924—YELLOWSTONE PIPELINE
COMPANY FRANCHISE

During its 3:30 p.m. Administrative Session held virtually Monday, September 21, 2020, upon review of the September 21 Current Agenda, the Spokane City Council took the following action:

Motion by Council Member Kinnear, seconded by Council Members Cathcart and Stratton, **to defer** Final Reading Ordinance C35924—granting Yellowstone Pipe Line Company, a corporation, Chartered in the State of Delaware, the nonexclusive right, privilege, authority and franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts in the public right-of-way within and through the City of Spokane, Spokane County, WA—for three weeks (to October 12, 2020); **carried unanimously.**

Terri L. Pfister, MMC
Spokane City Clerk

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

08/17/2020

Date Rec'd

8/5/2020

Clerk's File #

ORD C35924

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

TIM 6225

Project #**Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0500 YELLOWSTONE PIPELINE FRANCHISE

Agenda Wording

Ordinance granting Yellowstone Pipeline Company, a Delaware corp., the nonexclusive right, privilege, authority & franchise to construct, operate, maintain, remove, replace, and repair existing pipeline facilities, together w/ equipment

Summary (Background)

Summary/ Background: The City and Yellowstone Pipeline (YPL) have been involved in petroleum franchise renewal negotiations over the past 15 years. The excessive length of the negotiations was due to a Federal legal appeals, corporate reorganization and addressing safety compliance and environmental concerns. There was an independent safety compliance audit conducted by Southwest Research Institute on YPL's integrity management program. The report found YPL to be in compliance.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 25,000 Annually

0020-88100-99999-32191-30028

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

PICCOLO, MIKE

Study Session\Other

Finance - 10/21/19

Division Director**Council Sponsor**

Michael Cathcart

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

jsakamoto@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sburns@spokanecity.org

Additional Approvals

Jimmy.R.Greene@p66.com

Purchasing

richard.kuhling@painehamblen.com

kbustos@spokanecity.org

budget@spokanecity.org



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 7/29/2020

Type of expenditure: Goods ☒ Services ☐

Department: Legal

Approving Supervisor:

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

N/A

What are the impacts if expenses are deferred?

N/A

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

N/A

Person Submitting Form/Contact: Tim Szambelan

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

Ordinance C35924

AN ORDINANCE GRANTING YELLOWSTONE PIPE LINE COMPANY, A CORPORATION, CHARTERED IN THE STATE OF DELAWARE, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, AND REPAIR EXISTING PIPELINE FACILITIES, TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION OF PETROLEUM PRODUCTS AND BYPRODUCTS IN THE PUBLIC RIGHT-OF-WAY WITHIN AND THROUGH THE CITY OF SPOKANE, SPOKANE COUNTY, WA.

WHEREAS, Yellowstone Pipe Line Company (hereinafter "Grantee") has applied for a nonexclusive Franchise to operate and maintain a Petroleum pipeline and related Facilities within and through the City of Spokane (hereinafter the "City"), together referred to as the "Parties" and, each individually referred to as a "Party" and,

WHEREAS, the Spokane City charter and Washington State statutes authorize the City to grant nonexclusive Franchises by ordinance;

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN AS FOLLOWS:

Section I. Definitions of Franchise Terms.

For the purposes of this Franchise and all exhibits attached hereto, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not specifically defined in this section shall be given their common and ordinary meaning.

1.1 Aquifer shall mean the Spokane-Rathdrum aquifer, a federally designated “sole source” aquifer that serves as the City of Spokane’s sole source of drinking water.

1.2 Baseline Assessment shall mean a Facility assessment task required by Jurisdictional Agency pipeline safety regulations, as developed for the Grantee’s Facilities within the Franchise Area.

1.3 City’s Representative shall mean the person designated by the Mayor to administer this Franchise for the City. The City’s Representative interprets and applies all Franchise provisions on behalf of the City and issues Written enforcement orders pursuant thereto, but may not waive any Franchise term.

1.4 Construct or Construction shall mean the Grantee's actions removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.

1.5 Control Center shall mean the headquarters of the Grantee's pipeline monitoring system that maintains twenty-four (24) hour surveillance of the Grantee's Facilities within the Franchise Area and responds to Emergency Incidents using electronic controls to activate pipeline shut-off valves to prevent the release of Petroleum Products.

1.6 Effective Date shall mean the date designated herein, after passage, approval and legal publication of this Ordinance, as required by City Charter, and acceptance by Grantee, upon which the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

1.7 Emergency Incident shall mean a circumstance involving a release of Petroleum Products from the Grantee's Facilities within the Franchise Area that, at the time of discovery,

requires immediate response to protect persons or property from substantial injury or damage to the public health and safety, including damage to the environment or the Aquifer.

1.8 Environmental Laws shall include all federal and state statutes and regulations applicable to the Operation Maintenance and Construction of the Grantees facilities including but not limited to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. Seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et. Seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70A.300 RCW; and the Washington Model Toxics Control Act, Chapter 70A.305 RCW, and all other applicable federal, state or local statutes, codes, regulations, or ordinances.

1.9 Emergency Incident Response Plan shall mean a Written plan, as required by Jurisdictional Agencies, for an immediate response by the Grantee to an Emergency Incident to prevent damage to persons or property.

1.10 Facilities shall mean the Grantee's pipeline system, lines, valves, mains, and appurtenances used to transport or distribute Petroleum Product(s) within the Franchise Area. Facilities include any existing pipeline as of the date of this Agreement as well as any components which may be modified, constructed, or improved consistent with the terms of this Agreement.

1.11 Franchise shall mean this Franchise ordinance and any amendments, exhibits, or appendices to this Franchise.

1.12 Franchise Area shall mean that area within the Public Right-of-Way, and certain designated public property, within the jurisdictional boundaries of the City, including any areas annexed hereafter, during the terms of this Franchise, where Grantee has installed its existing Facilities or any new Facilities approved by the City under the provisions of this Franchise.

1.13 Hazardous Substance shall mean any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminant as defined by federal or state Environmental Laws and the applicable regulations of Jurisdictional Agencies, specifically including Petroleum and Petroleum Products and their by-products, residue, and remainder.

1.14 High Consequence Area shall mean an area, as defined in the Code of Federal Regulations, over which Grantee's Facilities are located; and specifically including the area over the Aquifer within the Franchise Area.

1.15 Improvement or Improve shall mean change to the Facilities or installation of new Facilities.

1.16 Jurisdictional Agency or Agencies shall mean any federal, state or local agency with regulatory authority over the Facilities and Operations of the Grantee within the Franchise Area, acting now, or hereafter, to the extent of its lawful scope of authority.

1.17 Maintenance or Maintain shall mean examining, testing, inspecting, repairing, maintaining, and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe Operation within the Franchise Area.

1.18 Operate or Operations shall mean the use by the Grantee of Facilities for the transportation, distribution, and handling of Petroleum Products or Petroleum by-products within and through the Franchise Area.

1.19 Pipeline Corridor shall mean the pipeline pathway through the Franchise Area which the Facilities of the Grantee are located, including any Public Rights-of-Way, designated public property, and/or other easement over and through private property, (as more specifically described in Exhibit "A" and in Section 2.1 (b)).

1.20 Petroleum or Petroleum Products shall include any and all types of liquid Petroleum, Petroleum by-products and liquid Petroleum Products including but not limited to gasoline, diesel fuel, and aviation jet fuel, all limited as consistent with the design specifications of Grantee's Facilities, as specified by the regulations of Jurisdictional Agencies.

1.21 Premises shall mean that portion of the Public Right-of-Way, or other Public Property, upon which Grantee's Facilities are now, or hereafter, Operated or Improved.

1.22 Procedures Manual shall mean an Operation, Maintenance, or Emergency Incident Response Procedures Manual prepared by the Grantee for the operation of Facilities as required by the regulations of Jurisdictional Agencies.

1.23 Public Project shall mean those City Improvement Projects required to be constructed in, near, under, or over the Public Right-of-Way, or on Public Property, in the Franchise Area by any City department or other local, state, or federal governmental agency, or for the benefit of the public. Public Projects do not include private development activities or projects primarily for the benefit of private persons or corporations.

1.24 Public Needs shall mean the City's need for use of the Public Right-of-Way including: public travel, emergency vehicle access, public utilities, traffic signalization, street lighting, street trees, shrubbery, and other similar public uses.

1.25 Public Property shall mean the present and/or future property owned or leased by the City within the present and/or future corporate limits, or jurisdictional boundaries of the City that the City has designated for the Grantee's Facilities.

1.26 Rights-of-Way shall mean the surface and the space above and below all streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks or utility easements, and similar areas as laid out, platted, dedicated, acquired or improved and maintained within the present jurisdictional boundaries of the City and as such corporate limits may be hereafter extended.

1.27 Third party Audit shall mean an audit of reports and plans filed by the Grantee with Jurisdictional Agencies as required by federal regulations and environmental laws, such audit shall be performed by a pipeline consultant that is independent of both the Grantee and the City and does not have any clients from either Party.

1.28 Wellhead Influence Zone shall mean any area in the vicinity of and up-gradient from any public water supply well which now exists and/or may be constructed in the future. The City's Wellhead Influence zones currently in the vicinity of Grantee's Facilities are outlined in Exhibit "B".

1.29 Writing or Written shall mean hard copy or where approved by the City Representative, any other suitable permanent electronic information transmission and storage media.

Section 2. Grant of Franchise Authority.

2.1 Purpose of Franchise.

(a) The City hereby grants to Grantee, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and which is authorized to transact business within the State of Washington, this non-exclusive Franchise to Construct, Operate, Maintain and Improve its existing Facilities as a liquid Petroleum Product transport system within the Franchise Area.

(b) The purpose of this Franchise is to establish the conditions relating to the Grantee's use of the Franchise Area.

(c) Within 14 days following acceptance of this Franchise, Grantee shall file with the City a Pipeline Corridor Map, in a format acceptable to the City's Representative, to be attached as Exhibit "A" to this Franchise. Exhibit "A" shall depict the Pipeline Corridor information, as specified in Section 1.19, and the location of all Facilities along the Pipeline Corridor within the Franchise Area. This Pipeline Corridor Map shall be maintained and updated at all times by Grantee to reflect any changes in Grantee's Facilities and such changes shall be filed with the City Clerk on a yearly basis. Any changes in the route of the Pipeline Corridor of Grantee's facilities shall be filed with the City within 14 days of the changes.

2.2 Scope of Franchise.

(a) Existing Facilities. This Franchise is granted subject to the police powers, land use authority, and franchise authority of the City and is conditioned upon the terms and conditions contained herein and the Grantee's compliance with all applicable Environmental Laws and the regulations of Jurisdictional Agencies.

(b) New Facilities. No new Facilities shall be installed by Grantee in the Public Right-of-Way, or across Public Property, within the Franchise Area without the express Written consent of the City. Any replacement of existing Facilities (other than routine replacement of minor components or appurtenances) or minor pipeline installations (less than 1000 feet within any 12-month period) in the Public Right-of-Way or Public property must be approved by the City's Representative in Writing, whose approval will not be unreasonably withheld, unless such changes are required in an emergency to protect the environmental or public safety. The City Representative or other Jurisdictional Agencies must approve all actions on Public Property. Major installations

(1000 feet or more) of new Facilities in the Franchise Area must be approved by Resolution of the City Council.

(c) Facilities located Outside Public Right-of-Way. This Franchise grants permission only for the use of the Public Right-of-Way; in any areas outside the Public Right-of-Way, Grantee is responsible to make separate arrangements with the City Representative for the use of Public Property as a right-of-way for Facilities; all such arrangements must be in Writing. The City Representative cannot grant interests in land or approve contract modifications.

(d) Facilities on Park Property. This Franchise does not in any way expand or diminish the rights of either the City or the Grantee with respect to any previous authorization granted by the Spokane City Park Board for any portions of Grantee's Facilities located on City Park property.

(e) This Franchise authorizes no new above ground installations in the Franchise Area except as expressly approved in Writing by the City Representative.

2.3 Franchise is Non-Exclusive.

(a) The City specifically reserves all rights to control the Public Right-of-Way and its other Public Property, including, without limitation, the right to grant additional Franchises, easements, licenses and permits to others. The City is not responsible to defend Grantee's franchise interests against any other right-of-way user(s) or adverse claimant(s) now or hereafter arising, but accepts and acknowledges its intent, as stated herein, to grant this Franchise to Grantee and not to revoke or impair such grant except as provided herein or otherwise as authorized by law. To this end, the City further agrees to avoid granting any other Franchise, license, easement, or permit that would violate the standards set for location of utilities in the Public Right-of-Way where the same would unreasonably interfere with Grantee's permitted use of the Public Right-of-Way or Public

Property for the Operation and Maintenance of its Facilities within the Franchise Area. This agreement does not create any right of action for damages or other relief on the part of the Grantee relating to this Franchise or the value thereof.

(b) This Franchise shall in no manner prohibit the City or limit its power to perform Public Projects or other work upon its Public Rights-of-Way, or on any Public Properties, or make any necessary changes, relocations, repairs, maintenance, or improvement thereto. Nor shall it prevent the City from using any of the Public Rights-of Way or any Public Properties, or any part of them, as the City may deem necessary, from time to time, including the dedication, establishment, maintenance and improvement of new rights-of-way or other Public Properties of every type and description.

2.4 Franchise Conditioned on Grantee's Compliance. This Franchise is conditioned upon Grantee's full compliance with the terms and conditions contained herein and with all Environmental Laws and regulatory programs of Jurisdictional Agencies that currently exist or may hereafter be enacted applicable to the Operation, Maintenance, Construction or Improvement of Grantee's Facilities within the Franchise Area.

2.5 Franchise Does Not Create Liability for City. By granting this Franchise, the City is not assuming any risks or liabilities arising from Grantee's Operation, Maintenance, Construction or Improvement of Facilities within the Franchise Area under the authority of this Ordinance; any and all such risks or liabilities shall be solely and separately borne by Grantee. Grantee agrees and covenants to, at its sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm, its Facilities within the Franchise Area, or any part thereof, when necessary to protect the public health and safety. The Parties understand and agree that the City is not responsible for errors or omissions in information provided to the Grantee by the City.

2.6 Franchise is Not Warranty of Title. This Franchise is intended to convey only a limited right and interest in the use of the Premises within the Public Right-of-Way and on other Public Property. This Franchise is not a warranty of the City's title or interest in the Premises in the Public Rights-of-Way or any other Public Property; and therefore, none of the Franchise rights granted herein shall affect the City's jurisdiction over its property, streets or Public Rights-of-Way or any other Public Property.

2.7 Vacation of Public Right-of-Way; Retention of Easement.

(a) This Franchise grant remains subject to the City's power to vacate or release any City interest in the Public Right-of-Way, or other Public Property under the City's ownership or control, without such action creating any obligation of payment to Grantee of any consideration for loss of Franchise use.

(b) In the event of the vacation of a Public Right-of-Way, or any portion thereof, by the City under the provisions of RCW Chapter 35.79, Grantee may participate in the street vacation process to protect its interests and may request the City to reserve an easement for Grantee in the Premises within the Public Right-of-Way area which is proposed to be vacated.

(c) Grantee accepts full responsibility for all reasonable, documented City costs, including staff time, in dealing with Grantee's request to retain an easement for its Facilities in a vacated street including making payment for the value of any easements granted or reserved.

2.8 Franchise Grants No Rights in Other Public Property. This Franchise does not and shall not convey any right to Grantee to install its Facilities on, under, over, across, or to otherwise use City owned or leased Public Properties of any kind, either within or outside the Premises along the Pipeline Corridor, without the express separate Written authorization of the City.

2.9 Municipal Powers Not Affected by Franchise. Authority granted under the terms of this Franchise to Grantee to maintain its Facilities in the Public Right-of-Way within the Franchise Area remains at all times subject to the requirements of, and the exercise of, the City's tax and police powers.

Section 3. Term and Renewal or Extension of Franchise.

3.1 Term of Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date as set forth in Section 19.12, and shall remain in effect for twenty-five (25) years from the Effective Date.

3.2 Failure to Renew Franchise. If the Parties fail to formally, mutually renew this Franchise prior to the expiration of either the Franchise term, or any previously agreed extension; then this Franchise may be extended on a year-to-year basis (or such term as the Parties may mutually agree in Writing) until a renewed Franchise is executed, not to exceed two (2) years from the date of expiration. If the Parties are thereafter not able to agree on a new Franchise, this Franchise will terminate. Either Party may give written notice to the other Party at least one hundred eighty (180) days in advance of the expiration of the initial Franchise term (or the expiration of any previously-agreed extension) of its intent not to renew the Franchise.

3.3 At any time not more than three (3) years or less than one hundred eighty (180) days prior to the expiration of this Franchise, either Party may request an extension of the Franchise for an additional ten (10) year renewal period.

Section 4. Assignment and Transfer of Franchise.

4.1 No Transfer of Franchise without City Consent. Except in cases involving sales of equity or other beneficial interests in Grantee, this Franchise shall not be sold, assigned, transferred, leased or otherwise disposed of by the Grantee, either in whole or in part, either by voluntary or

involuntary sale, merger or consolidation; nor shall title to the Franchise, either legal or equitable, or any right, interest or property therein pass to, or vest in, any other person or entity, without the prior Written consent of the City Council as provided in Paragraph 4.2, acting by ordinance or resolution, which consent shall not be unreasonably withheld. Such consent shall not be deemed to waive any rights of the City to subsequently enforce non-compliance issues relating to this Franchise that existed at or before the time of the City's consent.

4.2 Requirements of City Approval of Transfer of Franchise.

(a) No transfer, including any assignment, sale or lease of the Franchise shall be approved by the City unless the assignee or transferee demonstrates to the satisfaction of the City that it has the legal, technical, financial, and industry experience and qualifications to carry on the activities of the Grantee under the requirements of this Franchise Ordinance.

(b) The City has the right to conduct an expeditious investigation to satisfy itself of the proposed assignee's qualifications to perform all requirements of the Franchise. All reasonable expenses incurred by the City in conducting such investigation shall be paid by Grantee.

(c) Prior to the City's consideration of a request by Grantee to consent to a Franchise assignment, the proposed assignee must file with the City a Written promise to unconditionally accept all terms of the Franchise, effective upon assignment of the Franchise.

(d) Any transfer or assignment, sale or lease of this Franchise without the prior Written Consent of the City shall be void and result in the termination or revocation of the Franchise.

(e) No assignment, including any sale or lease of this Franchise granted by the City shall be effective until the assignee or lessee shall have filed in the office of the City Clerk an instrument, duly executed, reciting the fact of the sale or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions required of the Grantee. The assignee or lessee shall file a

bond in such amount and with such conditions as the City Council may require which bond shall run to the City as obligee, with sureties satisfactory to the City Council, and shall obligate said Party, to discharge all obligations and liabilities imposed upon the Grantee by the Franchise.

4.3 City Failure to Enforce Franchise No Bar to Future Enforcement. The City is under no obligation to undertake any investigation of the Grantee's state of compliance with Franchise obligations at the time of any assignment, and the failure of the City to insist on full compliance with any Franchise obligations prior to the transfer of the Franchise does not waive any right of the City to insist on full compliance by the assignee with all Franchise obligations thereafter.

Section 5. Compliance with State and Federal Laws.

5.1 Compliance with State and Federal Law a Material Term of Franchise.

(a) Grantee's compliance with the requirements of all valid and applicable Environmental Laws and the regulations or regulatory orders of any Jurisdictional Agency applicable to the Maintenance, Operation, Construction and Improvement of its Facilities within the Franchise Area is a material term of this Franchise. This obligation shall include compliance by the Grantee with all applicable laws, rules, and regulations existing at the Effective Date of this Franchise, including, but not limited to, Title 49 Code of Federal Regulation, Part 195 Transportation of Hazardous Liquids, and any laws or regulations that may subsequently be enacted by any governmental entity with jurisdiction over Grantee and/or the Facilities.

(b) Grantee stipulates that the Aquifer is a "High Consequence Area" and an "unusually sensitive area" as defined in applicable regulations of Jurisdictional Agencies. Grantee agrees to maintain full compliance with applicable Environmental Laws and the requirements of all applicable regulations of Jurisdictional Agencies regarding High Consequence Areas.

Section 6. Construction and Maintenance of Facilities.

6.1 Application. This Section 6 shall apply to Construction, Maintenance or Improvement of Facilities performed by Grantee in the Franchise Area.

6.2 Permits Required for Construction and Maintenance Work.

(a) Except in the event of an Emergency Incident, Grantee shall first obtain all required and applicable permits from the City to Construct, Maintain, or Improve Grantee's Facilities within the Franchise Area. Such work shall only commence upon the issuance of all required permits by the City, which permits shall not be unreasonably withheld or delayed after submission of a complete application in compliance with applicable City codes.

(b) In the event of an Emergency Incident, requiring immediate action by the Grantee for the protection of the pipeline(s) or Facilities, the City's property, or the property, life, health, or safety of any individual, the Grantee may take action immediately to correct the dangerous condition without first obtaining any required permit(s) so long as:

(1) Grantee informs the City Representative as soon as possible of the nature and extent of the Emergency Incident and the work to be performed prior to commencing the work if such notification is practical, or, where notification is not practical, the Grantee shall notify the City not later than the next business day, and

(2) Grantee shall, promptly thereafter, obtain any necessary permits for the Emergency work from the City or other Jurisdictional Agency as applicable and comply with any mitigation requirements or other conditions in the after-the-fact permit.

6.3 Construction and Maintenance Work to Comply with Plans. Except in the case of an emergency, prior to commencing any Construction and/or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications as are in Grantor's opinion necessary to protect the public health and

safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

6.4 Conduct of Construction, Maintenance and/or Improvement of Facilities.

(a) Any work done by Grantee, in the Public Right-of-Way or on Public Property including work done at the Grantee's direction, or on its behalf, by contractors or subcontractors shall be conducted in such a manner as to avoid damage or interference with other utilities, drains, or other structures, and shall not unreasonably interfere with public travel, park uses, or other municipal uses and the free use of adjoining property, and so as to provide for the safety of persons and property. The Grantee's Construction, Maintenance, and/or Improvements shall be in compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

(b) Grantee agrees to avoid damage or interference with public utilities, drains or other structures in or near the Public Right-of-Way as well as unnecessary damage to the Public Right-of-Way or Public Properties, and to comply with the City's most current Pavement Cut Policy for Utility Trenches, in the performance of any Maintenance, Construction, and/or Improvement work on its Facilities in the Public Right-of-Way or on Public Property. Grantee is fully responsible to pay for any damage or interference with such structures, in accordance with the indemnification provision of Section 14.1.

(c) All asphalt patches in the Public Right-of-Way installed by Grantee over its Facilities shall be continuously maintained by Grantee until the affected Public Right-of-Way area is repaved.

(d) Grantee agrees that Public Needs or Public Projects have first priority in the use of the Public Right-of-Way or on other Public Property.

6.5 Components of Facilities to Meet Regulatory Standards. All pipe and any other fixtures or components used in the Construction, Maintenance and/or Improvement of Grantee's Facilities within the Franchise Area shall comply with all Environmental Laws and applicable regulations of Jurisdictional Agencies.

6.6 Notice to be Given Prior to Construction and Maintenance.

(a) Except in the event of an Emergency Incident, Grantee shall provide the City Representative Written notice at least ten (10) calendar days prior to any Construction, Maintenance and/or Improvement, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's Facilities in the Public Right-of-Way or on Public Properties within the Franchise Area. Grantee shall comply with City ordinances respecting obtaining Right-of-Way obstruction or access permits to comply with this provision.

(b) Grantee shall provide reasonable notice to those owners or other persons in control of property abutting the Premises in the Franchise Area when the Maintenance, Construction and/or Improvement of Grantee's Facilities will affect access to, or otherwise impact, the property of such other persons and shall coordinate this effort to notify with the City's Representative.

6.7 City's Right to Condition Permits. Unless such condition or requirement is in conflict with Environmental Laws or the applicable regulations of Jurisdictional Agencies, the City may condition the granting of any permit, or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the Public Right-of-Way and/or other Public Property including, but not limited to, requirements of bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any improvements on Rights-of-Way and/or other Public Property, private facilities and public safety.

6.8 Grantee to Restore Premises.

(a) Whenever necessary, after performing Construction, Maintenance or Improvement work on any of Grantee's Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee's sole expense, remove all debris and restore the Premises within the Public Right-of-Way, and/or on other Public Property, to as good or better condition as it was before the Construction, Maintenance and/or Improvement work began, and in full compliance with the City's current Policies for construction work in the Public Right-of-Way or on Public Property.

(b) Grantee shall replace any property corner monuments, survey or reference hubs that were disturbed or destroyed during Grantee's Construction, Maintenance or Improvement work in the Premises covered by this Franchise. Such restoration shall be done in a manner consistent with Environmental Laws and the applicable regulations of Jurisdictional Agencies and under the supervision of the City Representative and to the City's reasonable satisfaction.

6.9 One Number Location Service. Grantee shall continuously be a member of the State of Washington "One-Call" Locator Service as provided under RCW Chapter 19.122, as now adopted or hereafter amended, and shall comply with all such applicable rules and regulations in performing Construction, Maintenance or Improvement work on its Facilities within the Franchise Area.

6.10 Markers to Locate Facilities. Grantee shall place and maintain line markers for all existing and new Facilities within the Franchise Area pursuant to the applicable regulations of Jurisdictional Agencies within and along the Pipeline Corridor. If other "industry best practices" for line marking are developed as a method of alerting excavators to the presence of the pipeline, Grantee agrees to employ such new practices. The Grantee agrees to perform all Construction, Maintenance and/or Improvement work in compliance with revised industry standards in effect at the time of such work. During Construction, Maintenance and/or Improvement work, markers demarcating the

location of Grantee's Facilities shall be placed on the surface of the Premises at least every one hundred (100) yards or as otherwise requested by the City so as to provide clear warning of the presence of the Grantee's Facilities but in a manner that does not interfere with public travel or other public uses of the Premises.

6.11 Grantee to Fix Pipeline Location. When the City or third Parties are engaged in Construction work in the Premises along the Pipeline Corridor as depicted in Exhibit "A" or within fifty (50) feet of the Premises, Grantee shall promptly respond to requests to locate the precise position of its Facilities. Grantee shall bear any costs associated with locating and marking its Facilities for a Public Project, and may recover costs for non-Public Projects as provided in Section 8.3.

6.12 As-Built Drawings of Facilities.

(a) Upon acceptance of this Franchise by Grantee, Grantee shall provide the City with detailed as-built design drawings showing the size, depth, and location of all pipes, valves, gauges, and all other components of its Facilities within the Franchise Area at no cost to the City. It is understood that the location of the Facilities shall be verified by excavating the Premises if exact alignment is required. The information shall be provided in hard copy or electronic format acceptable to the City's Representative.

(b) Within thirty (30) days of completing any Construction, Maintenance and/or Improvement work, installation of new Facilities, or any other substantial activity in the Public Right-of-Way or on Public Property within the Franchise Area, the Grantee shall provide the City with updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of its new Facilities within the Franchise Area in like manner as with (a) above. Grantee shall confirm that as-builts previously provided to the City are still accurate.

(c) The City agrees to make its best efforts to honor any reasonable request by Grantee that information provided by Grantee, including but not limited to, Grantees drawings, maps, or any proprietary information be protected as confidential under the following conditions:

(1) Grantee must make all requests for confidentiality in Writing and identify in advance all information it desires to be protected and submit such information to the City separately and never commingled with public information. Each page of such information, in hard or soft copy, must be indelibly marked "PRIVATE/CONFIDENTIALITY RIGHTS RESERVED BY YELLOWSTONE PIPE LINE COMPANY".

(2) If the City receives a Public Records request under RCW Chapter 42.56, (State Public Records Act) for such information so marked, it shall make every reasonable effort to protect confidentiality by notifying Grantee of the request. If the City is aware of any potential exemptions or exceptions to its disclosure obligations under the State Public Records law, it shall assert them, but no liability shall accrue to the City for any failure or oversight in doing so, each Party's obligation being limited to representing its own legal interests. Grantee must thereafter take immediate steps if it so desires to initiate litigation in Spokane County Superior Court to protect any confidentiality it wishes, or the City shall have no further obligation to protect the confidentiality request.

(3) Grantee recognizes that, as provided by RCW 42.56.060, the City is immune from any suit if it releases any public records, as defined by law, in a good faith attempt to comply with its obligations under the State Public Records Act.

6.13 City Has No Obligation to Certify Sufficiency of Plans. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Grantee's plans and designs for its Facilities or to ascertain whether Grantee's proposed

or actual construction, testing, maintenance, repairs, replacement or removal work is adequate, or sufficient, or in conformance with the plans and specifications reviewed by the City, Environmental Laws or the applicable regulations of any Jurisdictional Agency.

6.14 Grantee Responsible for Construction Area.

(a) Grantee shall be solely and completely responsible for its workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any Construction, Maintenance and/or Improvement work, as required by Environmental Laws or the applicable regulations of Jurisdictional Agencies.

(b) In the event of a claim brought against Grantee by any person arising from Grantee's Construction, Maintenance and/or Improvement work on its Facilities within the Franchise Area or Grantee's occupation or use of the Public Right-of-Way and/or other Public Property under the terms of this Franchise Ordinance, Grantee is responsible for the prompt and fair resolution thereof, and shall not avoid this duty on the basis that any Construction, Maintenance, and/or Improvement activities undertaken by Grantee were being performed by an independent contractor, reserving always Grantee's rights to fully pursue subrogation claims not otherwise inconsistent with the requirements of this Franchise Ordinance including its right to pursue indemnification from a contractor.

Section 7. Operations, Maintenance, Inspection, Testing.

7.1 Grantee shall Operate, Maintain, inspect and test its Facilities in the Franchise Area in full compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies as now enacted, or hereafter amended. Grantee represents that it has completed its Baseline Assessment, Integrity Management Plan, Encroachment Management Plan, Emergency Incident

Response Plan, and all other reports and plans for all of its Facilities over the Aquifer within the Franchise Area, as required by the applicable regulations of Jurisdictional Agencies.

Grantee agrees to maintain such items fully updated in strict compliance with the applicable requirements of all Jurisdictional Agencies.

7.2 Reports, Tests, Inspections.

(a) Grantee agrees to test and inspect its Facilities within the Franchise Area in full compliance with Environmental laws and the applicable requirements of Jurisdictional Agencies and best management practices and industry standards.

(b) Grantee further agrees to assist the City in obtaining from Jurisdictional Agencies copies of any test or inspection results, documents or reports required to be submitted to or reviewed by Jurisdictional Agencies or otherwise in accord with best management practices and industry standards. These documents may include a Baseline Assessment report, a Pipeline Integrity Management Plan, and Encroachment Management Plan, and an Emergency Incident Response Plan (see also Section 9.1), or any reports or studies submitted or required to be submitted to any Jurisdictional Agencies.

7.3 Grantee's Notice to City of Testing of Facilities.

(a) The Grantee shall notify the City Representative in writing of any in-ground pipeline hydro test or other internal inspection conducted on the Grantee's Facilities within the Franchise Area at least ten (10) business days prior to said testing, except in an Emergency Incident, in which case, the Grantee agrees to notify the City as soon as is practicable under the circumstances, but no later than one business day after completion of any in-ground pipeline hydro test or other internal inspection following any Emergency Incident or discovery of any anomaly in the Grantees Facilities.

(b) Federal regulations (*e.g.*, 49 C.F.R. sec. 195.56) require that Grantee file a written report of a safety-related condition in Grantee's pipelines within five working days of determining that such a condition exists. Within five working days of filing such a report, Grantee will notify the City that a report has been made. Upon request from the City, Grantee shall furnish a copy of the report made to the Jurisdictional Agencies if allowed by law and, if not, reasonably assist the City in attempting to obtain such information from the Jurisdictional Agencies. In addition, upon request from the City, Grantee will provide any inspection findings by Jurisdictional Agencies regarding Grantee's pipelines in the Franchise Area.

7.4 Technical Information Regarding Grantee's Facilities. The Grantee shall provide to the City, upon Written request by the City's Representative, such information as may be needed to administer this Franchise; including, but not limited to, standard pipeline alignment data, for Public Project planning and Emergency Incident Response requirements, as presented to the Jurisdictional Agencies, including as-built drawings showing the approximate location of all Grantee Facilities within the Franchise Area. Grantee conducts robust Jurisdictional Agency-required evaluation of the pipeline and appurtenances in the Franchise Area on a five-year cycle, in addition to all of the inspection, maintenance, and operational requirements Grantee implements under its own integrity management programs. In each year following the five-year cycle evaluation, Grantee will meet with City to discuss the results of the evaluation and corrective action, if any, arising from the evaluation.

7.5 Independent Consultant. Whereas, if the City retains an Independent Pipeline Consultant ("Consultant") agreeable to Grantee, whose agreement will not be unreasonably withheld, to perform an independent evaluation of the Pipeline and/or Facilities of Grantee or Third

Party Audit of the Baseline Assessment and Plans described in Paragraph 7.1, which would be performed at City's expense, and the Consultant recommends that Grantee make modifications or additions to Grantee's Pipeline and/or Facilities, or to its Baseline Assessment or Plans. Grantee agrees to consider such recommendations in good faith provided that the recommendations are reasonably consistent with industry best practices and applicable regulations of Jurisdictional Agencies. If Grantee declines to follow the Consultant's recommendations, Grantee shall provide a Written report to the City explaining its reasoning for not following the recommendations. Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow consultant's recommendations.

Section 8. Encroachment Management.

8.1 Requirements of Encroachment Management Plan. The Grantee's Encroachment Management Plan shall be developed in full compliance with all Environmental Laws and applicable regulations of Jurisdictional Agencies and all valid federal, state, and local requirements regarding encroachment management and damage prevention, including the State of Washington "one-call" locator service law (RCW 19.122).

Grantee shall maintain a Written program to prevent damage to its Facilities from excavation activities, as required by the Environmental Laws and applicable regulations of Jurisdictional Agencies.

8.2 Inspections of surface conditions. Grantee shall also conduct regular inspections of the surface conditions on or adjacent to the Pipeline Corridor, as required by the Environmental Laws and the applicable regulations of Jurisdictional Agencies.

8.3 Encroachment Response Procedure.

(a) Upon specific notification to Grantee of any planned construction activity which may involve excavation within twenty-five (25) feet of the Pipeline Corridor, or any other activity that may abnormally load its Facilities in the Franchise Area, by either the City or any third party, Grantee shall immediately mark the precise location of its Facilities before the construction or other activity commences.

(b) Grantee shall provide a representative at its expense for Public Projects to inspect the construction or other activity when it commences, and periodically inspect the Premises thereafter to ensure that Grantee's Facilities are not damaged by the construction or other activity. Grantee shall also do this where needed for non-Public Projects, and may charge a reasonable fee, to be collected by Grantee from the private party requesting the work

(c) Nothing herein shall affect the Grantee's obligation to comply with the requirements of Washington's Underground "one call" locate statute, RCW Chapter 19.122, as now adopted or hereafter amended.

8.4 Verification of Pipeline Location.

(a) Upon the City's request, in connection with the design or construction of any Public Project, Grantee will verify the exact location (lateral and vertical) of its underground Facilities on the Premises within the Pipeline Corridor by excavating (pot holing) at no expense to the City. The request shall specify a reasonable response time in consideration of the nature of the request and difficulty to Grantee of providing such assistance. In the event Grantee performs such excavation, Grantee agrees to restore the disturbed Premises to the same or better condition as existed immediately prior to the excavation. Potholing may be required for non-Public Projects, at a reasonable cost of Grantee, to be collected by Grantee from the private party requesting the work.

(b) Because precise damages are difficult to ascertain, for failure to respond within a specified response time, Grantee agrees to pay liquidated damages as provided in Section 12.1, except no liquidated damages apply before a ten (10) day period has elapsed without a satisfactory response.

8.5 Inspection of Third Party Excavation. If the Grantee becomes aware that a third party has conducted any excavation or other significant work that may have affected its Facilities, the Grantee shall conduct such inspections and/or testing of Facilities as is necessary to determine that;

(a) No direct or indirect damage was done to the Grantee's Facilities by the excavation and,

(b) The construction work or other activity did not abnormally load the Grantee's Facilities and,

(c) The Construction work or other activity did not impair the effectiveness of the Grantee's cathodic protection system. Grantee is responsible to coordinate with other persons with facilities in the vicinity of its Facilities so as to avoid adverse impacts of cathodic protection.

Section 9. Leaks, Spills, Ruptures, and Emergency Response.

9.1 Grantee Shall Have Remote Monitoring System.

(a) Grantee shall maintain in place, at all times that Grantee's Facilities are located within the Franchise Area, a system for monitoring pressures and flows within its Pipeline and/or Facilities, from a Remote Control Center. The remote monitoring must be able to accurately detect pipeline leaks, spills or ruptures, as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Grantee's Emergency Incident Response Plan shall designate Grantee's local emergency response officials and a direct 24-hour emergency telephone number for the Control

Center operator, who shall be capable of immediate shutdown of Grantee's Facilities in the Franchise Area by use of a satellite controlled switch or other similar remote technology. Grantee shall, after being notified of an Emergency Incident, cooperate with the City Representative and make every effort to respond as soon as possible to limit damage from the Emergency Incident and protect the public's health, safety, and welfare.

CURRENT CONTROL CENTER 24 HOUR PHONE NUMBER: 877-267-2290

Grantee shall keep the City Representative and City Fire Marshall updated in Writing of any changes to this contact information.

(c) The Grantee warrants that, throughout the term of this Franchise, it will make periodic updates to its Emergency Incident Response Plan in full compliance with Environmental Laws and the applicable requirements of Jurisdictional Agencies.

(d) The Parties agree to meet annually to review the Emergency Incident Response Plan and Incident Response procedures as required by Environmental Laws and the applicable regulations of Jurisdictional Agencies. Grantee shall coordinate this meeting with the City, other local public safety agencies and other interested parties.

(e) The Grantee will, at all times, have available or have access to, sufficient Emergency Incident Response equipment and materials within the Franchise Area to properly and completely respond to any spill, leak, rupture or other release of Petroleum Products or Hazardous Substances from the Grantee's Facilities, in accordance with Environmental Laws and applicable regulations of Jurisdictional Agencies or otherwise in accordance with best management practices and industry standards.

9.2 Grantee Responsible for Costs of Clean-Up. Except to the extent an Emergency Incident is shown to be proximately caused by the negligence of the City^[GJR(1)], ^[GJR(2)] Grantee shall

be solely responsible for all reasonable and necessary costs incurred by City, County, local or State agencies in responding to any spill, leak, rupture or other release of Petroleum Products from its facilities that are required by Environmental Laws, including, but not limited to, detection and removal of contaminants from surface or subsurface soil or water, including sources of vapor intrusion and actual remediation costs All such costs shall be considered extraordinary costs that shall not be born by the City and shall not be considered administrative expenses of the City. Nothing in this section shall limit Grantee's rights or causes of action against any third party who may be responsible for such leak, spill, rupture, or other release of Petroleum Products or hazardous substances from Grantees Facilities.

9.3 Notice of Leak, Spill or Rupture From Grantee's Facilities.

(a) In areas outside the City's Wellhead Influence Zone, Grantee shall notify the City in Writing within one (1) business day of its observation or detection of, any uncontained leak, spill, rupture or other release of Petroleum Products from its Facilities within the Franchise Area requiring notification to Jurisdictional Agencies.

(b) In areas inside the City's Wellhead Influence Zone, the City shall receive telephonic notification immediately after the Emergency Incident is discovered and/or reported to Jurisdictional Agencies.

(c) If requested by the City Representative in Writing, Grantee shall follow-up this notice within thirty (30) days with a Written report of the Emergency Incident, including, but not limited to, the date, time, amount, location, response, and remediation of the leak, spill, rupture or other release of Petroleum Products as submitted to Jurisdictional Agencies.

9.4 City May Investigate Any Leaks From Grantee's Facilities.

(a) In the event of a leak of Petroleum Products from Grantee's Facilities, if the City's Representative has a reasonable basis to be concerned about the safety or security of Grantee's Operations or Facilities in any location which might impact the Aquifer, or the Well Head Influence zone, or endanger its citizens, or its property, including public water supply facilities within the Franchise Area, the City's Representative may seek an investigation by Jurisdictional Agencies, or request assurances or additional information from Grantee regarding its Facilities or Operations in the Franchise Area, including a third party evaluation pursuant to Section 7.5, as deemed necessary by the City's Representative. Any costs incurred by the City in seeking such an investigation, following a leak event, including employment of an expert consultant shall be considered as a recoverable administrative cost.

(b) Supplementing other provisions, in the event of a leak, spill or rupture comprising an Emergency Incident in the Franchise Area where the cause is not reasonably apparent, Grantee shall take immediate steps to fully cooperate with all Jurisdictional Agency investigations, giving the City reasonable assurances and confirmation of these actions. All results of any non-privileged investigation shall be disclosed to the City Representative. The City may view all pertinent records and reports thereof. The City has the right to satisfy itself of the due diligence of such investigation. If the City reasonably deems the public water supply or the safety and security of its Wellhead Influence Zone area are in jeopardy, the City may demand that the occurrence be investigated by an independent pipeline consultant selected by City. Grantee shall be solely responsible for paying all of the reasonable costs and expenses incurred in investigating the occurrence and reporting any findings to Jurisdictional Agencies, up to a maximum amount of fifty thousand dollars (\$50,000) per incident for incidents up to ten barrels product loss and a maximum of \$100,000 for incidents over ten barrels involving a spill, leak, or rupture. Grantee shall meet and

confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's Facilities may be warranted. In cases where Jurisdictional Agencies do perform an investigation, Grantee shall provide a copy of the results of any investigation within ten (10) days of receipt of such report.

(c) If the independent pipeline consultant recommends that Grantee make modifications or additions to Grantee's Facilities, Grantee covenants to consider said recommendations in good faith. If Grantee declines to follow the consultant's recommendations, Grantee shall provide a Written report within 90 days to the City explaining its reasoning for not following said recommendations. The Parties agree to comply with the Dispute Resolution provisions of Section 13 contained herein to resolve any dispute over whether to follow the consultant's recommendations.

9.5 Emergency Flow Restricting Devices in Facilities – Remote Control.

(a) Grantee has installed Emergency Flow Restricting Devices (EFRD) in its Facilities within the Franchise Area in the locations shown in Exhibit "C". All Emergency Flow Restricting Devices for Grantee's Facilities shall be remotely controlled from the Control Center and shall be capable of being instantly activated by Grantee.

(b) Emergency Flow Restriction Devices - Location. Grantee currently has EFRDs on either side of the Spokane River capable of manual and remote operation through its Control Center and in the vicinity of the City's Parkwater Well station near Felts Field municipal airport. These EFRDs shall continue to be maintained by Grantee during the term of the Franchise or so long as Grantee operates Facilities within the Franchise Area.

(c) Grantee shall maintain adequate 24-hour emergency staffing immediately accessible by the City Fire Chief or the City Representative to activate said EFRDs in the case of an Emergency Incident involving Grantee's Facilities.

9.6 Responsibility of Grantee to Take Precautions to Avoid Leak, Spill, or Rupture. It remains the sole and separate responsibility of the Grantee, under the authority of this Franchise, to take adequate precautions to avoid Leaks, Spills or Ruptures that might result in the release of Petroleum Products from its Facilities, as required by all Environmental Laws and applicable regulations of Jurisdictional Agencies, including, but not limited to, compliance with the requirements of RCW Chapter 19.122 (One Call System).

Section 10. Required Relocation of Facilities for Public Project.

10.1 Public Project.

(a) In the event that the City undertakes or approves the construction of any Public Project including by not limited to: changes to the grade or location of any water, sewer or storm drainage line, street or sidewalk, or undertakes any other Public Project and as a result, the City determines that the public health, safety, welfare, necessity, and/or convenience reasonably requires changes to, or the relocation of, the Grantee's Facilities in the Public Right-of-Way or on Public Property, then the Grantee shall make such changes or relocations as required herein at the Grantee's sole cost, expense and risk.

(b) The City shall provide written notice to Grantee at least 180 days prior to commencement of any Public Project which requires relocation of Grantee's pipeline and/or Facilities.

(c) In the event the Grantee relocates or otherwise modifies its facilities at the direction of the City to accommodate a City Public Project, and the City thereafter abandons and

does not complete the Public Project, the Grantee may invoke the Dispute Resolution Section Procedures and seek reimbursement for the reasonable and necessary costs incurred by the Grantee for the relocation or modification that it would not have otherwise incurred.

10.2 Relocation of Facilities by Grantee.

(a) Prior to commencing construction on a Public Project affecting Grantee's Facilities, the City shall provide Grantee with copies of pertinent portions of the plans and specifications for the Public Project; and, upon request, Grantee shall, at its sole cost and expense, determine and identify for the City Representative the exact location of its Facilities potentially affected by the Public Project. Grantee shall promptly relocate such Facilities at Grantee's sole cost and expense to accommodate a Public Project if reasonably requested to do so by City; and shall similarly relocate its Facilities for any other projects at the request of the City, but in such case, Grantee may recover its reasonable expenses from persons other than the City responsible for the relocation request.

(b) The City shall work cooperatively with the Grantee in determining a viable and practical route within which Grantee may relocate its Facilities, in order to minimize costs to the Grantee while meeting the requirements of the City's Public Project, and will, to the extent possible, provide an alternative Public Right-of-Way or Public Property for the relocation.

(c) Grantee shall complete relocation of its Facilities so as to accommodate the requirements of the Public Project at least ten (10) calendar days prior to commencement of such Project or at such other time as the Parties may agree in Writing.

(d) The Parties agree that the City's exact damages, because of delays by the Grantee, in compliance with this section are difficult to precisely quantify. If the City or its contractor is delayed at any time in the progress of the work on the Public Project by an act or neglect of the

Grantee, or those acting for, or on behalf of, the Grantee, then Grantee agrees to pay the City liquidated damages as provided in Section 12.1. The requirement for payment of Liquidated Damages does not apply if the delays were caused by the acts of the City.

10.3 Alternative Plan to Avoid Relocation of Facilities. Grantee may, after receipt of Written notice requesting a relocation of its Facilities, submit to the City Representative Written alternatives to the relocation of Grantee's Facilities within forty five (45) calendar days of receiving the plans and specifications for the Public Project. The City shall evaluate the alternatives and advise Grantee in Writing if one or more of the alternatives are suitable to accommodate the requirements of the Public Project. The City Representative shall give each alternative proposed by Grantee full and fair consideration but retains full discretion and final authority to decide whether to utilize its original plan or an alternative proposed by Grantee.

10.4 Requested Relocation within 5 Years. If any portion of the Grantee's pipeline and/or Facilities that has been required by the City to be relocated under the provisions of this section is subsequently required to be relocated again within five (5) years of the original relocation, the City will bear the actual and reasonable cost of the subsequent relocation during the five (5) year period.

Section 11. Removal of Grantee's Facilities - Abandonment in Place.

11.1 Permanent Cessation of Use of Facilities.

(a) In the event of Grantee's permanent cessation of use or abandonment of its Facilities, or any portion thereof, within the Franchised Area, the Grantee shall (except as may be permitted by Section 11.2), within one hundred and eighty days (180) after the abandonment or permanent cessation of use, remove its Pipelines and/or Facilities or any portion thereof, from the Public Right-of-Way or Public Property at Grantee's sole cost and expense.

(b) A presumption of Grantee's abandonment or permanent cessation of use of Facilities arises after twelve months substantial non-use by Grantee of its Facilities as to that part of the Franchise Area concerned.

(c) In the event of the removal of all or a portion of its Facilities, Grantee shall restore the Franchised Area as nearly as possible to as good or better condition as it was in before the installation of the Grantee's Pipelines and/or Facilities, in compliance with the City's current Pavement Cut Policies.

(d) Such property restoration shall be done at the Company's sole cost and expense and to the City's Representative's satisfaction. Grantee shall be responsible for the payment of any costs of any environmental review required by for the removal of any Pipelines and/or Facilities from the Premises within the Franchise area.

(e) If the Grantee fails to remove or secure the Pipelines and/or Facilities and fails to restore the Premises, or fails to take such other mutually agreed upon action, the City may, after reasonable notice to the Grantee, remove the Facilities, restore the Premises, or take such other action as is reasonably necessary at the Grantee's expense, and the City shall not be liable therefore. This remedy shall not be deemed to be exclusive and shall not prevent the City from seeking a judicial order directing that the Facilities be removed.

11.2 Alternatives to Grantee's Removal of Facilities from Public Right-of-Way.

(a) Upon abandonment or permanent cessation of Facilities, and with the Written consent of the City's Representative, as an alternative to Grantee's removal of the Facilities the Grantee may secure its underground Facilities within the Franchise Area or on other Public Property, rendering them safe and harmless, removing all Petroleum Products from the Facilities, purging vapors, displacing the contents of the pipeline with an appropriate inert material, and sealing Facility

ends with a suitable end closure, all in compliance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) Provided that portions of the Grantee's Facilities which are above ground shall be removed at Grantee's sole expense, except where approved, in Writing, by the City's Representative.

(c) For permission for Grantee to abandon all, or substantially all, of the Grantee's Facilities within the Franchise Area, the City's consent must be expressed by a Resolution of the City Council, upon such additional conditions as may be prescribed therein.

11.3 Grantee's Abandonment of Facilities – Requirement of Bond. The City's permission for Grantee's partial or complete abandonment of Facilities in place on the Premises within the Franchise Area may be conditioned upon Grantee's posting of a bond, in a form and with a surety subject to the City's reasonable approval, or other security approved by the City to cover any estimated future risks and reasonable likely costs to the City in dealing with Grantee's Facilities as abandoned on the Premises in the Public Right-of-Way or on other Public Property, including prevention or remediation of any environmental damage.

11.4 Requirements of this Section Survives Franchise Termination. The Parties expressly agree that the requirements of Section 11 shall survive the expiration, revocation, or termination of this Franchise.

Section 12. Violations, Remedies and Termination.

12.1 City's Remedies for Violations. The Grantee shall be in compliance with the terms of this Franchise at all times. In addition to any rights set forth elsewhere in this Franchise, or other rights it may possess at law or equity, the City reserves the right to apply any of the following

remedies, alone or in combination, in the event Grantee violates any material provision of this Franchise.

(a) Liquidated Damages for Delay. The Parties agree that damages for delay in compliance with the requirements of this Franchise are difficult to ascertain and determine. If Grantee fails or refuses to comply with any condition of this Franchise, or any of its terms or provisions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure; therefore, City and the Grantee agree that liquidated damages of \$1,000 Dollars (One thousand dollars) per day, per incident or other measure of violation, may be assessed from the first day that the City notifies the Grantee of the occurrence of the violation or incident, so long as Grantee remains non-compliant. These liquidated damages represent both Parties' best estimate of the damages likely to result from such compliance delays and do not include compensation for municipal property damage, damage to the City facilities, water supply or other public resources or properties and other losses, nor for liability risks as typically protected by insurance. Grantee may invoke the Dispute Resolution provisions as provided in Section 13 of this Franchise in connection with imposition of damages by the City under this section, but this shall not stay the continued accrual of such damages.

(b) Termination of Franchise. The City may also terminate this Franchise if Grantee materially breaches or otherwise fails to perform, comply with, or otherwise observe any of the material terms and conditions of this Franchise, or fails to maintain all required licenses and approvals from Jurisdictional Agencies, and fails to cure any such breach or default within thirty (30) calendar days of City's Representative providing Grantee Written notice thereof.

(c) The above cited remedies are cumulative and not exclusive, and, the exercise of one remedy shall not prevent the exercise of another or any rights of the City at law or equity.

12.2 Termination of Franchise Requires Vote of City Council. This Franchise shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Grantee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after notice to Grantee of the termination by the City Representative. The Council may refer any portion of a dispute involving a potential termination of the Franchise to the City Hearings Examiner for hearing and recommendation.

12.3 Grantee's Termination of Franchise.

Grantee may terminate this Franchise upon 30-days' written notice to City.

12.4 Grantee's Obligations Upon Termination of Franchise.

(a) In the event of termination of this Franchise, Grantee shall immediately discontinue Operation of its Facilities in the Franchise Area unless doing so creates an appreciable risk to human health, safety, or the environment, in which case Grantee shall discontinue Operations of its Facilities in the Franchise Area as quickly as it is able to do so without threatening human health, safety, or the environment, in accordance with a schedule approved by Jurisdictional Agencies.

(b) Once the Grantee's rights to Operate in the Franchise Area have terminated, Grantee shall comply with the Franchise provisions regarding removal and/or abandonment of Facilities.

(c) Either Party may invoke the Dispute Resolution provisions set forth in Section 13 of this Franchise, as it deems necessary with regard to termination. Alternatively, the City may elect to seek relief directly in Superior Court, in which case the Dispute Resolution requirements of Section 13 shall not be applicable.

12.5 Termination of this Franchise Shall Not Release Either Party From Liability.

(a) Termination of the Franchise shall not release either Party from any obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from any obligation to remove or secure Grantee's Facilities on the Premises within the Franchise Area and to restore the Premises within the Franchise Area, including, but not limited to, Grantee's compliance with the terms of this Franchise regarding removal and/or abandonment of its Facilities, in accordance with Environmental Laws and the applicable regulations of Jurisdictional Agencies.

(b) The City's failure to exercise a particular remedy at any time shall not waive the City's right to terminate, assess penalties, or assert any other remedy at law or equity for any future breach or default by Grantee.

12.6 Covenants in Franchise Enforceable in Court. The Parties acknowledge that the covenants set forth herein are essential to this Franchise, and, but for the mutual agreements of the Parties to comply with such covenants, the Parties would not have entered into this Franchise. The Parties further acknowledge that they may not have an adequate remedy at law if the other Party violates such covenant; therefore, the Parties shall have the right, in addition to any other rights they may have, to obtain injunctive relief in Spokane County Superior Court to restrain any breach or threatened breach of Franchise terms, or to specifically enforce any of the covenants contained herein should the other Party fail to perform them.

Section 13. Dispute Resolution.

13.1 Resolution of Disputes by Franchise Administrators. In the event of a dispute between City and Grantee arising by reason of this Franchise, or any obligation hereunder, the dispute shall first be referred to the operational officers or representatives designated by the City and the Grantee

to have oversight over the administration of this Franchise. Said officers or representatives shall meet within thirty (30) calendar days of either Party's request for a meeting, and the Parties shall make a good faith effort to attempt to achieve a resolution of the dispute.

13.2 Resolution of Disputes by Mediation. In the event that the Parties are unable to resolve a dispute under the procedure set forth in Section 13.1, then the Parties hereby agree that the matter shall be referred to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternately strike mediators from that list until one remains. Any expenses incidental to mediation shall be borne equally by the Parties. If the dispute involves a matter previously mediated, the mediation process need not be repeated.

13.3 Judicial Remedy. If the Parties fail to achieve a resolution of the dispute through mediation, either Party may then pursue any available judicial remedies by filing an action in Spokane County Superior Court; provided that, if the Party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

13.4 Grantee may continue to Operate Facilities within the Franchise Area during the Dispute Resolution Process, but this shall not affect either Party's right to seek injunctive relief to protect their interests in a court of competent jurisdiction in Spokane County.

Section 14. Indemnification.

14.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification, the Grantee shall indemnify, defend, and hold harmless the City, its agents, officers, elected officials, or employees from any and all liability, loss, damage, cost, expense, and

claim of any kind whether at law or in equity, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair, Maintenance, Improvement, removal, or abandonment of Grantee's Facilities on the Premises within the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise, or from the existence of Grantee's Facilities in the Franchise Area, or from any leak, spill, rupture or other release of the Petroleum Products contained in, transferred through, or released from said Facilities, including the reasonable costs of assessing any such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies. If any administrative or judicial action is brought against the City by reason of the rights granted to Grantee for the Construction, Maintenance, Operation or Improvement of its Facilities within the Franchise Area under the terms of this Franchise Ordinance, Grantee shall defend the City, its agents, officers, elected officials, or employees at the Grantee's sole cost and expense. This general indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.2 Environmental Indemnification.

(a) Grantee shall indemnify, defend and hold harmless the City, its agents, officers, elected officials or employees from and against any and all liability, loss, damage, expense, actions or claims, either at law or in equity, for environmental damages arising out of, or related to, directly or indirectly, the installation, Construction, Operation, use, location, testing, repair Maintenance, Improvement, removal, or abandonment of Grantee's Facilities in the Public Right-of-Way or on other Public Property within the Franchise Area under the authority of this Franchise,

including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by City in defense thereof, arising directly or indirectly from:

(1) Grantee's breach of any Environmental Laws or the regulations of Jurisdictional Agencies applicable to the Grantee's Facilities; or

(2) Any release of Petroleum Products or other Hazardous Substances from the Grantee's Facilities within the Franchise Area; or

(3) Any other incident arising from Grantee's activities related to the rights granted under this Franchise including actions by Grantee, or its agents, contractors or subcontractors.

(b) This indemnity includes but is not limited to:

(1) Liability for any Governmental Agency's costs of removal of, or remedial action for, a leak, spill, rupture or release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(2) Damages to natural resources caused by a leak, spill, rupture or other release of Petroleum Products or other hazardous substances from Grantee's Facilities, including the reasonable costs of assessing such damages;

(3) Liability for any other person's costs, including the City's (except for those excluded because they were not proximately caused by the City's negligence or willful misconduct as set forth in subsection (c), below), of responding to any leak, spill, rupture or other release of Petroleum Products or other Hazardous Substances from Grantee's Facilities;

(4) Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws or the applicable regulations of Jurisdictional Agencies; and

(5) Liability for personal injury, property damage, or economic loss from the acts or omissions of the Grantee related to the City's grant of this Franchise or Grantee's Operation, Maintenance, Construction or Improvement of the Facilities arising under any statutory or common-law theory.

(c) This environmental indemnification does not apply to the extent that any matters are shown to be proximately caused by the City's negligence or willful misconduct.

14.3 Indemnity Obligations Survive Termination. The indemnity provisions contained herein shall survive the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise which modifies or terminates these indemnity provisions.

Section 15. Insurance and Bond Requirements.

15.1 Insurance Requirement.

(a) During this Franchise, Grantee shall procure and maintain, at its sole cost and expense, from carriers with an AM Best's Financial Strength Rating of at least A- commercial general liability insurance, including sudden and accidental pollution in the minimum amount of One Hundred Million Dollars (\$100,000,000) for each occurrence and in the annual aggregate, in a form reasonably acceptable to the City. Insurance coverage shall include, but is not limited to, all defense costs. Grantee and City agree that, every five years following the effective date of this Franchise, either party may request in writing that both parties meet to discuss the continuing appropriateness of the Insurance Requirement and whether new circumstances merit an adjustment of the Insurance Requirement. The parties agree to meet and discuss this matter in good faith, but neither party is obligated to agree to an adjustment of the Insurance Requirement.

(b) Grantee is permitted to self-insure a portion of the total amount of insurance

required in Section 15.1(a), above, in an amount up to and including Twenty-five Million Dollars (\$25,000,000). In lieu of a policy of insurance, a portion or the entire amount of coverage above Grantee's self-insured portion may, at Grantee's option, be met by one or more Guarantees from Grantee's ownership interests, substantially in the form as the template Guaranty attached as Exhibit B. The Grantee shall notify the City of change of ownership of any of the Guarantees or insolvency of any Guarantee.

15.2 Grantee to Provide Proof of Insurance. Upon request, Grantee shall provide evidence of the coverage required in Section 15.1 in a form reasonably acceptable to City. Further, any policies of insurance procured and maintained by Grantee to satisfy the requirements in Section 15.1 shall, to the extent of Grantee's indemnification obligations herein of Grantor, show Grantor as an additional insured, provide a waiver of subrogation in favor of Grantor, and respond as primary to any insurance carried by Grantor. Further, such policies shall contain a provision that the policy shall not be canceled without a minimum of thirty (30) days prior Written notice to the City or otherwise is allowed under the terms and conditions of the policy.

15.3 Grantee is permitted to procure insurance from more than one carrier to meet the insurance obligations specified in Section 15.1(a), above. Insurance carriers are not required to be "admitted" in the State of Washington.

15.4 Bond and Insurance Requirements Survive Termination. The insurance and bond provisions contained herein shall be negotiated at the expiration, revocation, or termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in, or on, the Premises within the Franchise Area or until the Parties execute a new Franchise Agreement which modifies or terminates these indemnity, insurance, and bond provisions.

Section 16. Receivership or Foreclosure of Grantee.

16.1 Notice to City – Bankruptcy. Grantee shall immediately notify the City in Writing if Grantee:

(a) files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; or

(b) files an answer admitting the jurisdiction of the Bankruptcy Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or

(c) is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for, or consents to, the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business operations or Facilities within or affecting the Franchise Area.

16.2 Notice to City -- Foreclosure. Upon the foreclosure or other judicial sale of all, or a substantial part of, Grantee's business operations or Facilities within or affecting the Franchise Area, or upon the termination of any lease covering all, or a substantial part of, the Facilities within or affecting the Franchise Area, Grantee shall notify the City Representative of such fact.

16.3 City's Right to Terminate Franchise Upon Appointment of Receiver. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise and remedied any existing violations and/or defaults; and

(b) Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise granted to the Grantee except where expressly prohibited by applicable provisions of State or Federal law.

16.4 City's Right to Seek Injunctive Relief. Nothing in this Section shall limit the ability of the City to seek emergency or injunctive relief against Grantee if it deems the City water supply, Wellhead or Aquifer to be in significant danger or jeopardy. Such action shall not be an election of remedies but shall preserve all other remedies in addition, at contract, law, or equity.

Section 17. Annual Franchise Fee and Costs.

17.1 Franchise Fee. In consideration for granting this Franchise to Grantee and for the use of the Premises within the Franchise Area, there is hereby established an annual Franchise Fee equal to Twenty- five Thousand Dollars/year (\$25,000).

The annual Franchise Fee shall remain constant for the first five (5) years of this Franchise and shall then subsequently be increased every year by the national Consumer Price Index for Urban Consumers (CPI-U) as published in January of that year, or at a rate of 1.5%, whichever is greater.

17.2 Fee Payment in Installments. The first installment shall be paid at the time Grantee accepts this Franchise and shall cover the next twelve (12) months. Each succeeding installment shall cover the next twelve (12) month period and shall be paid not later than the anniversary date of the Effective Date of this Franchise.

17.3 Interest on Late Payments. Interest shall accrue on any late payment of the Franchise Fee at the rate of twelve percent (12%) per annum. Such interest shall be in addition to any applicable and customary penalties for late payment. Any partial payment shall first be applied to any applicable and customary penalties, then interest, and then to principal.

17.4 The Franchise Fee set forth above, does not include standard and customary payments associated with the City's administrative expenses incurred in reviewing, licensing, permitting, or granting any other approvals necessary for the Grantee to Operate, Maintain, Construct or Improve its Facilities, or for any inspection or enforcement costs thereunder (i.e. customary permitting fees). Additionally, the foregoing annual fee does not include any generally applicable taxes that the City may legally levy.

Section 18. Legal Relations; Charter Requirements.

18.1 No Relationship Created by Grant of Franchise. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture between the City and Grantee, or to impose a trust, partnership, or agency duty, obligation or liability on, or with regard to, either Party. Each Party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

18.2 No Warranty by City. The Grantee accepts any privileges granted hereunder by the terms of this Franchise for the installation of its Facilities on the Premises within the Public Right-of-Way and on other Public Property within the Franchise Area in an "as is" condition. Grantee stipulates and agrees that the City has never made any representations, or any implied or express warranties or guarantees as to the suitability, security, or safety of the Premises for Grantee's location of its Facilities or any representations as to possible hazards or dangers arising from other uses of the Premises by the City, the general public, or other utilities. As between the City and the Grantee, the Grantee shall remain solely and separately liable for the operation, testing, Maintenance, Construction, Improvement, replacement, and/or repair of the Facilities or other activities permitted hereunder.

18.3 Workers' Compensation Immunity Waiver. Grantee waives immunity under Title 51 RCW in any cases involving the City and affirms that the City and Grantee have specifically negotiated this provision, to the extent it may apply.

18.4 Franchise Creates No Duty on City. This Franchise shall not create any duty of the City or any of its officials, elected officials, employees or agents and no liability shall arise from any action or failure to act by the City or any of its officials, elected officials, employees or agents in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may nonetheless be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

18.5 Supplementing and not by way of limitation of other provisions, the City reserves all rights under its City Charter and as allowed by applicable provisions of Federal and State law, including expressly those conditions stated in Sections 106, 107 and 108, of the City Charter as applicable.

18.6 Grantee may not issue any capital stock on account of the Franchise or the value thereof and shall have no right to receive any return on account of the Franchise or its value.

18.7 As applicable, the Franchise and all things constructed thereunder shall be subject to common use by any other grantee or assignee of any other franchise, whenever there shall be necessity therefor, upon payment or tender of compensation for such use. The question of necessity, compensation and all other questions relating thereto, shall be judicial questions, but no judicial proceeding shall suspend or postpone such use if the person or corporation desiring such common use shall deposit in the court such sums as the court, in a preliminary hearing may determine.

Section 19: Miscellaneous.

19.1 Interpretation and Venue. This Franchise shall be governed by, and construed in accordance with the laws of the State of Washington and the Parties agree that in any action, except for actions based on Federal questions, that jurisdiction and venue shall lie exclusively in the Superior Court of Spokane County, Washington. For any Federal judicial action involving the rights granted under this Franchise, venue shall lie in the United States District Court for the Eastern District of Washington.

19.2 Amendment or Modification of Franchise. In the event that a court of competent jurisdiction declares a material provision of this Franchise to be invalid, illegal or unenforceable, the Parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to make such amendments or modifications to the Franchise as are appropriate actions so as to give effect to the intentions of the Parties as reflected herein. If severance from this Franchise of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise, either Party may bring an action in the Spokane County Superior Court to reform or reconstitute the Franchise so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or a judicial action remains pending.

19.3 Time is of the Essence. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of the requirement of this Franchise. Where no specific time is specified, performance shall be made in a reasonable time, and for such performance, time is also of the essence.

19.4 Effect of Force Majeure. In the event that Grantee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Grantee, performance shall be excused during and to the extent of such Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Grantee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is reasonably satisfactory to City. Grantee shall not be excused by mere economic hardship, or by the misfeasance or malfeasance of its directors, officers, or employees or any other conditions that might have been reasonably foreseen or avoided, with the exercise of reasonable care and diligence.

19.5 Section Headings.

(a) The Section headings in this Franchise are for convenience only, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

(b) This Franchise is expressly subject to the terms of the Spokane City Charter and Article XI thereof.

19.6 No Third Party Liability. By entering into this Franchise, the Parties expressly do not intend to create any obligation or liability, or promise any performance to any third Party, nor have the Parties created for any third Party any right to enforce this Franchise.

19.7 Successors and Assignees Bound by Franchise. This Franchise and all the provisions shall be binding upon and inure to the benefit of the respective successors and permitted assignees of the Parties.

19.8 Notice Requirements. Whenever this Franchise calls for notice to or notification by any Party, the same (unless otherwise specifically provided) shall be in Writing and directed to the recipient at

the address set forth in this Section, unless written notice of change of address is provided to the other Party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the Parties as follows:

To the City:

Representative
808 W. Spokane Falls Blvd.
Spokane, WA 99201

To the Grantee:

Real Estate Services
PO Box 7500
Bartlesville, OK

Copy to:

Office of the City Attorney
5th Floor City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

19.9 Authority of Parties to Execute Franchise. The Parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a Jurisdictional Agency is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

19.10 Franchise Supersedes All Previous Agreements. This Franchise and the attachments hereto represent the entire understanding and agreement between the Parties with respect to the subject matter and it supersedes all prior oral negotiations between the Parties. This Franchise can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to the Franchise or the appropriate attachment and which is signed by both Parties. No waiver of any provision of this Franchise shall be effective unless reduced to writing and signed by the Party granting the waiver. All previous franchise agreements between the Parties pertaining to

Grantee's Construction, Maintenance, Improvement or Operation of its Facilities within the Franchise Area are hereby superseded.

19.11 Purpose of Franchise; Acceptance of Franchise.

(a) The purpose of this Franchise is to grant Grantee the right to Operate, Maintain, Construct and Improve its Facilities in the Franchise Area and to assure the City protection against liability or loss in connection with Grantee's enjoyment of the Franchise, including loss or damage to the public water supply, City Wellhead area or Aquifer contamination. This Franchise shall be liberally construed to accomplish these purposes.

(b) Grantee shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional Written acceptance of all the terms and conditions of this Franchise. If Grantee shall fail to so file its Written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

19.12 Effective Date. The Effective Date of this Franchise shall be the 1st day of _____, 2020, after passage, approval and legal publication of this Ordinance as provided by law, and provided it has been duly accepted by Grantee as herein above provided. On that date, the rights, duties and obligations shall come into effect and the date from which the time requirement for any notice, extension and/or renewal will be measured. The City has made no effort to verify that Grantee compliance, and waives no existing deficiencies at the time of Franchise approval.

PASSED by the City Council this _____ day of _____, 2020

Council President

Attest:

Approved as to Form

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

UNCONDITIONAL ACCEPTANCE BY GRANTEE

I, the undersigned official of Yellowstone Pipe Line Company, am authorized to bind Yellowstone Pipe Line Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. C-_____), which are hereby accepted by Yellowstone Pipe Line Company this ____ day of _____, 2020.

Yellowstone Pipe Line Company

By: _____

Name: _____

Title: _____

Tract_Num	Property_T	Owner	Line_typ	Distance	Pipe_Lengt	Descr
A-3	Part A	City of Spokane	Pipeline to be covered by City Franchise	76.60 Rds	1263.92	Florida Ave. - 76.60 Rods
A-5	Part A	City of Spokane	Pipeline to be covered by City Franchise	319.69 Rds	5274.9	Florida Ave. - 319.69 Rods
B-03	Part B	City of Spokane	Pipeline to be covered by City Franchise	3.91 Rds	64.494	Trent Avenue - 3.91 Rods
B-04	Part B	City of Spokane	Pipeline to be covered by City Franchise	5.92 Rds	97.75	Koren St. & Parkwater Ave. - 5.92 Rods
B-05	Part B	City of Spokane	Pipeline to be covered by City Franchise	38.72 Rds	638.821	Koren Street - 38.72 Rods
B-07	Part B	City of Spokane	Pipeline to be covered by City Franchise	35.62 Rds	587.71	Rutter Avenue - 35.62 Rods
B-08	Part B	City of Spokane	Pipeline to be covered by City Franchise	54.98 Rds	907.17	Spokane Airport (Felts Field) - 54.98 Rods
B-09	Part B	City of Spokane	Pipeline to be covered by City Franchise	13.21 Rds	217.99	Waterw orks St to SE ROW Upriver Dr - 13.21 Rods
Ea-2	Part E	City of Spokane	Pipeline to be covered by City Franchise	68.69 Rds	1133.320807	6" Geiger Jct to Geiger St - 68.69 Rods
Eb-1	Part E	City of Spokane	Pipeline to be covered by City Franchise	82.48 Rds	1360.869644	3" Geiger St to Spokane Airport
Eb-3	Part E	City of Spokane	Pipeline to be covered by City Franchise	442.15 Rds	7295.444648	3" Geiger St to Spokane Airport - 442.15 Rods

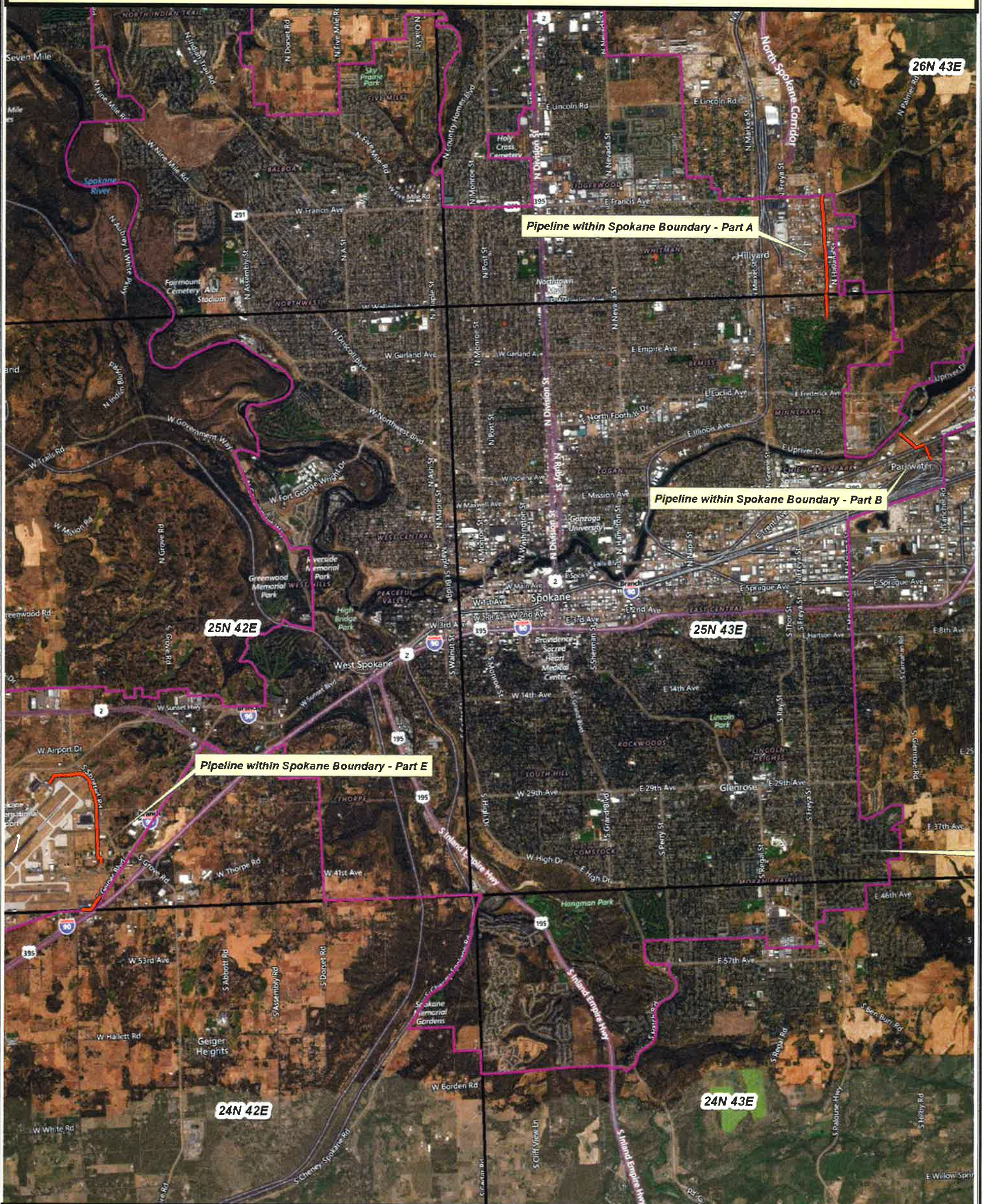


Exhibit A to Ordinance C-35924
Franchise Agreement for Yellowstone Pipe Line Company

— YPL Segments Subject to City of Spokane Franchise Agreement
— Spokane Municipal Bndy

EXHIBIT B

GUARANTEE DOCUMENT

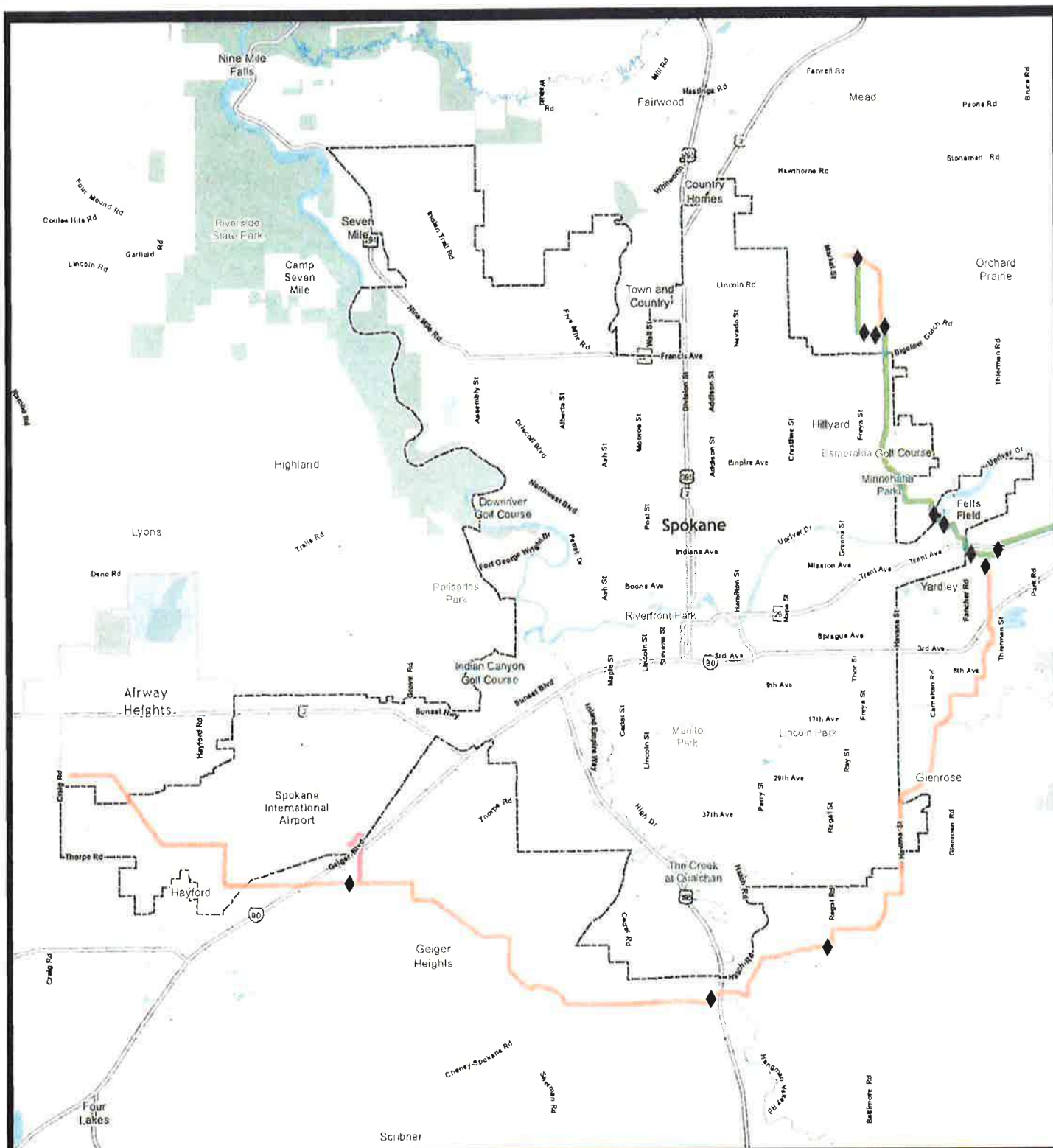


Exhibit C **Emergency** **Flow Reduction** **Valves**

Printed by: moline
Print date: 7/11/2012

Legend

- ◆ EMERGENCY FLOW REDUCTION VALVES
- YELLOWSTONE 10"
- YELLOWSTONE 8"
- YELLOWSTONE 6"



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 or relationships to property lines, section lines, etc.

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

11/23/2020

Date Rec'd

11/9/2020

Clerk's File #

ORD C35981

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

KAREN STRATTON 625-6291

Project #**Contact E-Mail**

KSTRATTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - ORDINANCE AMENDING GOLF CART ZONES

Agenda Wording

An ordinance expanding the number of authorized golf cart zones in Spokane; amending sections 16A.63.010, 16A.63.020, and 16A.63.030 of the Spokane Municipal Code.

Summary (Background)

An ordinance authorizing golf cart zones in the Manito, West Central, and Eagle Ridge areas of the city.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCCLATCHEY, BRIAN

Study Session\Other

PIES Comm., 8/26/19

Division Director**Council Sponsor**

CM Stratton

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35981

An ordinance expanding the number of authorized golf cart zones in Spokane; amending sections 16A.63.010, 16A.63.020, and 16A.63.030 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 16A.63.010 of the Spokane Municipal Code is amended to read as follows:

Section 16A.63.010 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Alternative Vehicles" means, collectively, golf carts, neighborhood electric vehicles, medium-speed electric vehicles, and utility-type vehicles as defined in this chapter.
- B. "Alternative Vehicle Zone" means all public streets within the boundaries of the "Alternative Vehicle Zone Map", incorporated in this ordinance as Exhibit A, having a speed limit of thirty-five (35) miles per hour or less, and which exhibits signage indicating the area as an Alternative Vehicle Zone.
- C. "Golf cart," means an electric-powered four-wheel vehicle originally designed and manufactured for operation on a golf course for sporting purposes and has a speed attainable in one mile of not more than twenty (20) miles per hour. A golf cart is not a non-highway vehicle or off road vehicle as defined in RCW 46.04.365. A golf cart is not considered a motor vehicle, except for the purpose of chapter 46.61 RCW regarding rules of the road.
- D. "Golf cart ~~((zone))~~zones," means all public streets within the boundaries of the attached ~~((map))~~maps (incorporated into this ordinance as ~~((Exhibit B))~~Exhibits B, C, and D) (designated as the "Golf Cart Zone ~~((Map))~~Maps") having a speed limit of twenty-five (25) miles per hour or less and that ~~((contains))~~have appropriate and uniform signage identifying the area as a golf cart zone. Additionally, operation of golf carts and alternative vehicles on the University District Gateway Bridge is limited to Washington State University-Spokane personnel for maintenance use only and the operation of golf carts and alternative vehicles on the Centennial Trail is limited to Kendall Yards HOA personnel for maintenance use only and Park Department rangers for patrol purposes only.
- E. "Medium-speed electric vehicle" means a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than twenty-five (25) miles per hour but not more than thirty-five (35) miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Sec. 571.500 and as defined in RCW 46.04.295.

- F. "Neighborhood electric vehicle" means a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than twenty miles per hour and not more than twenty-five miles per hour and conforms to federal regulations under Title 49 C.F.R. Part 571.500 and as defined in RCW 46.04.357.
- G. "Operator" means any person who is at least sixteen years of age and completed a driver's education course or has previous experience driving as a licensed driver. "Operator" does not include city personnel or those persons authorized by the chief of police to operate golf carts on city streets.
- H. "Street," means the entire right of way width excluding the sidewalk and between the curb boundary lines and shoulder or swale of public property, when any part thereof is open to the use by the public for purposes of pedestrian, bicycle or vehicular travel including parking.
- I. "Utility-type vehicle" means a vehicle designed for and capable of nonhighway travel only and that travels on four (4) or more tires, has a maximum width of seventy-four inches (74"), has a maximum weight of two thousand pounds (2,000 lbs.), has a wheelbase of one hundred ten inches (110") or less, and satisfies at least one of the following: (i) Has a minimum width of fifty inches (50"); (ii) has a minimum weight of at least nine hundred pounds (900 lbs.); or (iii) has a wheelbase of over sixty-one inches (61").

Section 2. That section 16A.63.020 of the Spokane Municipal Code is amended to read as follows:

Section 16A.63.020 Restrictions

Golf carts allowed under this chapter are restricted to those that are electric-powered, and which may not be otherwise modified to allow the same to exceed the speed of twenty (20) miles per hour, and must also be so equipped to maintain a speed of nineteen (19) miles per hour on level ground. Except as otherwise authorized by this chapter, ((No))no vehicles authorized in this chapter shall be operated on the Spokane River Centennial Trail.

Section 3. That section 16A.63.030 of the Spokane Municipal Code is amended to read as follows:

Section 16A.63.030 Areas of Operation

Golf carts, neighborhood electric vehicles, medium-speed electric vehicles, and utility-type vehicles as defined in this chapter operated by persons allowed to do so by this chapter may operate with the common flow of traffic on any street within a golf cart zone or alternative vehicle zone having a speed limit of thirty-five (35) miles per hour or less with the exception of an arterial street which is both (1) adjacent to a park or school zone and (2) ((with))has a reduced speed limit of twenty-five (25) miles per hour or less. A golf cart, neighborhood electric vehicle, medium-speed electric vehicle, or utility-type vehicle

may cross over a street within a golf cart zone (~~(with)~~)that has a speed limit greater than thirty-five (35) miles per hour when safe to do so at street intersections.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

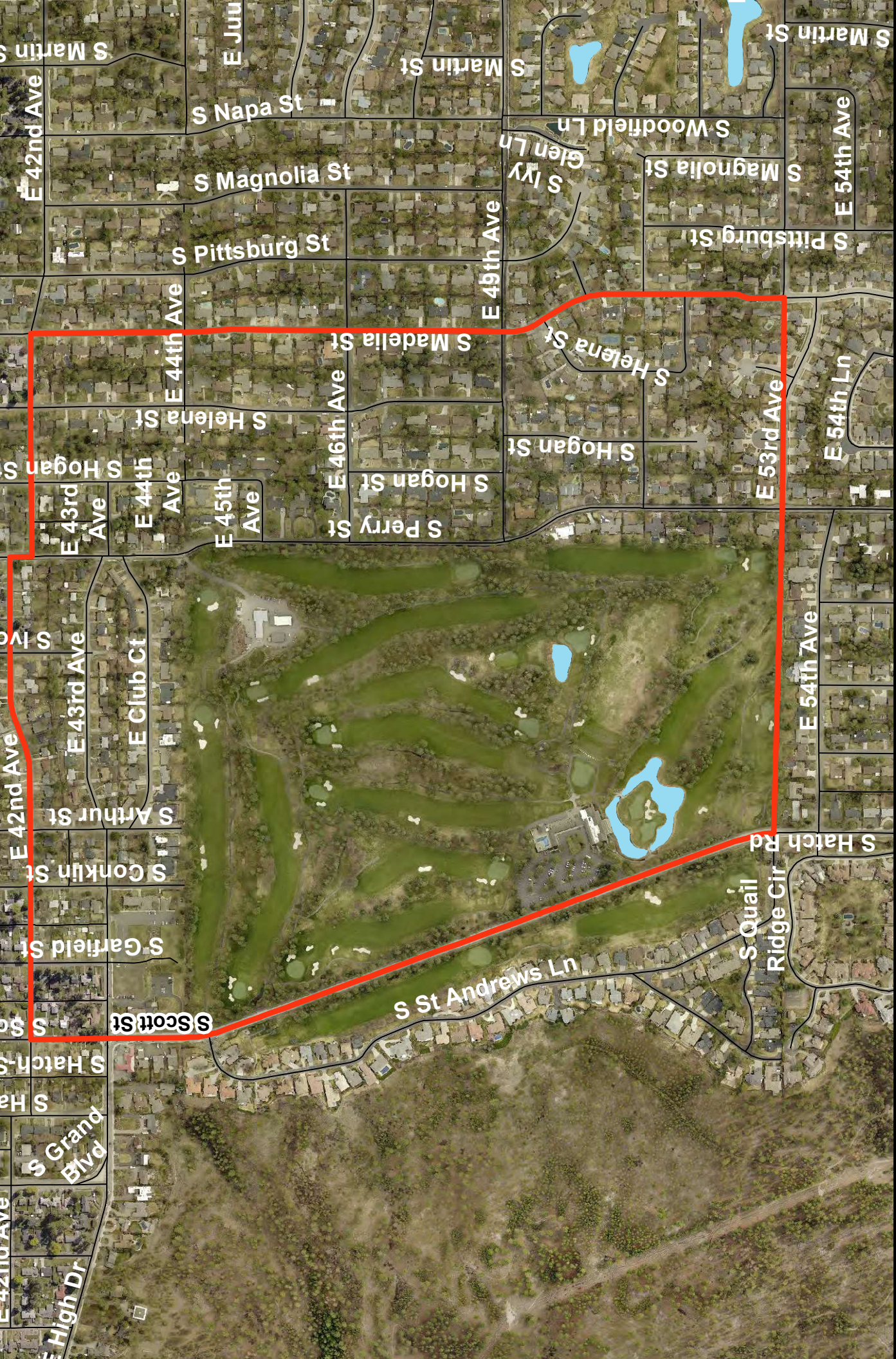
City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



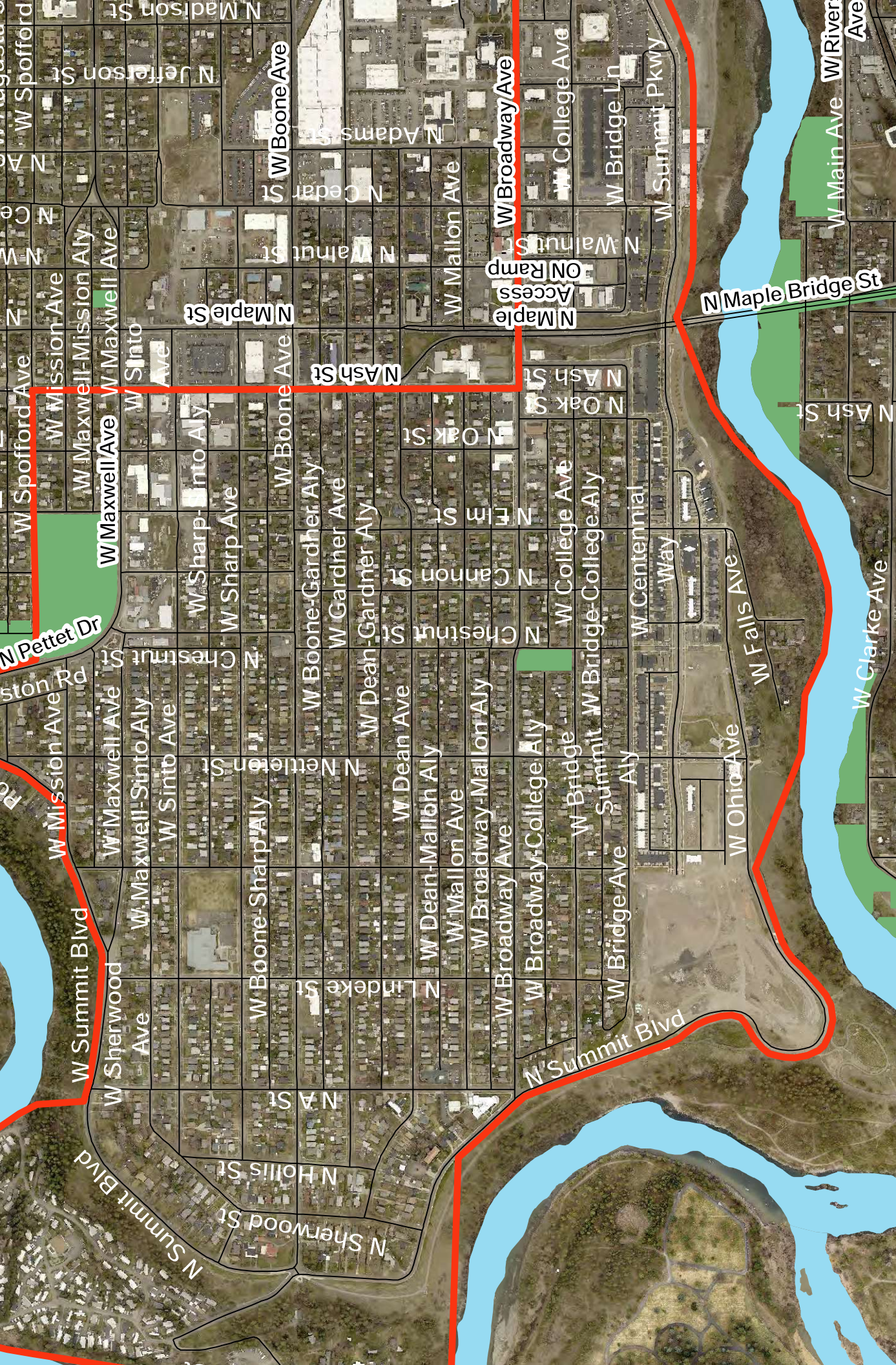


0

0.125

0.25

0.5 Miles



1 Miles

0.5

0.25

0



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/23/2020

Date Rec'd

11/11/2020

Clerk's File #

ORD C35982

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**BRIAN 625-6254
MCCLATCHEY**Project #****Contact E-Mail**

BMCCCLATCHEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - IMPOSING SALES AND USE TAX FOR HOUSING AND RELATED SERVICES

Agenda Wording

An ordinance imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and housing-related supportive services; and enacting a new chapter 07.08C of the Spokane Municipal Code.

Summary (Background)

The Washington state legislature has authorized, by passing HB 1590, cities and counties to impose an additional 0.1% sales and use tax, provided that the revenues from that tax must be spent on the construction, acquisition, and rehabilitation of affordable housing, and on housing-related supportive services. This ordinance imposes the sales and use tax, describes project funding priorities, sets a sunset date, and provides a framework for application review and project funding recommendations.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 4,100,000

TBD

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCCLATCHEY, BRIAN

Study Session\OtherUD (9/14/20); FA
(11/16/20)**Division Director****Council Sponsor**CMs Wilkerson, Stratton,
and Burke**Finance**

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C35982

An ordinance imposing a sales and use tax for the construction, acquisition, and rehabilitation of attainable housing and for housing-related supportive services; and enacting a new chapter 07.08C of the Spokane Municipal Code.

WHEREAS, Spokane is experiencing historically low rental vacancy rates, rising average rents, and increasing median home prices which are outpacing gains in the median household income in Spokane, increasing the housing cost burden on many households and putting homeownership increasingly out of reach for households with incomes at or below the area median income; and

WHEREAS, in addition, we recognize that in Spokane, as in many communities around the country, housing and land use policy has historically discriminated against people of color in many ways, which has had the effect of lower home ownership rates, diminished wealth-building ability, and poorer health and educational outcomes; and

WHEREAS, the housing market is complex and in the necessary multi-pronged approach to the crisis in housing affordability in Spokane, one of the most effective methods is to increase the supply of housing, both rental and owner-occupied, at all price points; and

WHEREAS, Spokane's crisis of affordable housing is shared state-wide, and in response, the Washington state legislature in the 2020 session enacted House Bill 1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related supportive services; and

WHEREAS, Spokane County had the authority to enact such a sales and use tax until September 20, 2020, until which time the City would not have had the authority to enact such a tax, and Spokane County did not do so; and

WHEREAS, the City intends to adopt a 0.1% sales and use tax for fund housing programs and housing-related supportive services, impose a sunset date at which the tax could be discontinued or reauthorized, and establish an advisory committee of residents and stakeholders to review applications and provide recommendations to the City Council on the use of the funds derived from this tax and periodically report on the effectiveness of this chapter; and

WHEREAS, creating a locally-controlled source of revenue is vital for the development of innovative ways to build and acquire more housing in Spokane, maintain and rehabilitate existing housing which is affordable to lower-income people, provide the types of services that people who are at risk of homelessness need, increase the number of people in Spokane who are homeowners through a variety of measures such as down payment assistance, the formation of a land trust, cooperative housing, and others; and

WHEREAS, all the funding decisions made concerning the funds derived from this chapter shall include broad equity considerations to ensure that people who currently face

housing discrimination and populations that have historically faced discrimination in housing markets or as the result of housing policy, are well-represented in the process of making funding determinations.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 08.07C of the Spokane Municipal Code to read as follows:

Chapter 08.07C Sales and Use Tax for Housing and Housing-Related Supportive Services

Section 08.07C.010 Purpose and Intent

The City Council enacts this chapter with the intent to help strengthen our community by ensuring that everyone has access to housing which is affordable for them, regardless of their income, by providing a locally-controlled source of revenue to accomplish the specific objectives of state law, as identified by the Washington state legislature in HB 1590 (Chapter 222, Laws of 2020).

Section 08.07C.020 Imposition of Sales and Use Tax; Collection by the State Department of Revenue

- A. There is imposed a sales and use tax, as the case may be, as authorized by Chapter 222, Laws of 2020, as codified at RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within the City of Spokane.
- B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.
- C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12, RCW, upon the occurrence of any taxable event within the city.

Section 08.07C.030 Uses of Tax Revenues; Funding Priorities

- A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes described in RCW 82.14.530, with a minimum of sixty percent (60%) of the revenue collected under this chapter to be used for the following purposes, consistent with RCW 82.14.530(2), with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:

1. Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services; or
 2. Constructing mental and behavioral health-related facilities; or
 3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.
- B. The remainder of the moneys collected under this chapter must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services, with the overall objective of helping to maintain housing stability.
- C. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.
- D. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).
- E. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).
- F. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.

Section 08.07C.040 Advisory Committee

The Council will form a housing action committee (the “Committee”), which shall provide recommendations to the City Council concerning the use of funds derived from the tax imposed by this chapter and chapter 08.07B SMC, and shall provide input on the use of funds derived from any tax increment financing (“TIF”) districts which provide or allow for the use of revenues for affordable housing, as defined in governing law. Appointments to the Committee shall be made to ensure a significant degree of participation by people who have been most negatively impacted by the present housing crisis and historical patterns of discrimination in housing markets and housing policy, including families at risk of homelessness or with a lived experience of homelessness; Black, Indigenous, and

other people of color; immigrants; seniors; people with disabilities; domestic violence survivors, unaccompanied homeless youth or young adults; and veterans.

Section 08.07C.050 Funding Process

- A. No later than June 1 of each year following the effective date of this section, applications for construction, rehabilitation, or acquisition project funding shall be due for award in the following year. The construction of such projects shall commence within twenty-four (24) months of the award date.
- B. No later than May 1 of each year following the effective date of this section, applications for housing-related services funding shall be due for award beginning October 1 of each year. Such service contracts shall be no longer than twenty-four (24) months in duration.
- C. The Committee, with the assistance of appropriate Administration and Council staff, shall receive and review all applications, and shall make such investigation and information-gathering as it deems appropriate in order to become fully knowledgeable concerning all applications.
- D. When making its recommendations for housing construction funding, the Committee shall give priority to applications which meet the following goals:
 - a. Constructing mixed-use housing;
 - b. Locating housing in designated Centers and Corridors;
 - c. Creating permanently affordable housing, defined as maintaining affordability for households earning up to 60% of AMI for at least 40 years;
 - d. Addressing the racial wealth gap through increasing homeownership for populations that have historically been subject to discrimination in housing markets or housing policy;
 - e. Locating housing near public transit lines, preferably within 1/8 mile of a high-performance transit line;
 - f. Distributing attainable housing throughout the City, in a variety of neighborhoods and in close proximity to services such as parks and open space, schools, and services;
 - g. Using universal design to create a sufficient number of units that are safe and accessible, regardless of age, physical ability or stature; and
 - h. Creating units that use less net energy and require less maintenance in order to reduce long term costs of ownership.
- E. With the assistance of the appropriate Administration and Council staff, the Committee shall make an initial written finding as to whether each application complies with the requirements of this chapter and include that finding with those project applications it recommends for approval, and shall forward such findings

and the complete application file to the City Council or a standing Council committee, as the Council determines, for its review.

F. For each project application referred to a standing Council committee, if the standing Council committee agrees, by majority vote of the members present, with the HAS's recommendation, the committee Chairperson shall forward each such project application, along with the HAS's written findings, to the full City Council for consideration on its regular legislative agenda.

G. Any funding awarded under the authority of this chapter shall be administered by the appropriate department of the City administration, and funding recommendations must take into account the historic performance of the applicant, both in the construction and the maintenance of housing.

Section 08.07C.060 Sunset

The tax imposed by the City under this chapter shall expire twenty (20) years after the effective date of this Ordinance No. C-_____, unless earlier extended by ordinance. Beginning three (3) years before the expiration date, the City's Chief Financial Officer or designee shall provide notice to the City Council and the Mayor of the impending expiration date of the tax, and shall also promptly notify the City Council and Mayor of the repayment status of any bonds issued and secured by the revenues received by virtue of the tax imposed by this chapter.

Section 2. Severability. If any word, sentence, provision, clause or section of this ordinance is deemed by a court of competent jurisdiction to be invalid or unenforceable, such severance shall not affect the validity, legality, or constitutionality of the remainder of this ordinance.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/23/2020

Date Rec'd

11/12/2020

Clerk's File #

ORD C35987

Renews #**Cross Ref #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

GIACOBBE BYRD 6715

Project #**Contact E-Mail**

GBYRD@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 PARK RULES AND REGULATIONS TITLE 12 AMENDMENTS

Agenda Wording

Park Rules and Regulations Title 12 Amendments

Summary (Background)

This ordinance makes amendments to Title 12 of the Spokane Municipal Code. See the attached briefing paper for more information.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ALLERS, HANNAHLEE

Study Session\Other

9/14 Urban Experience

Division Director**Council Sponsor**

CM Kinnear

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

mmuramatsu@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

gjones@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper (Finance & Administration)

Division & Department:	City Council / Parks
Subject:	Park Rules and Regulations Title 12 Amendments
Date:	11/09/2020
Contact (email & phone):	Giacobbe Byrd; gbyrd@spokanecity.org ; (509) 625-6715
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Garrett Jones
Committee(s) Impacted:	Urban Experience; Public Safety and Community Health
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Safe and Healthy
Deadline:	11/30/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Create safer City Parks by updating park rules and regulations

Background/History:

Three basic issues have caused the Parks Department to review and update the Park Rules:

1. Current park rules are silent with respect to events and other activities that commonly occur in city parks. Some activities are prohibited by law while others, including many events, require a permit. Regularly reported activity suggests that certain laws and rules may not be clear.
2. The Parks Department has a process for events that require park reservations and for those requiring special event permits, yet current park rules provide no mention of those processes.
3. City services are sometimes required to address the cleanup and other impacts of special events. Current park rules lack a framework for cost recovery for cleanup and make no reference to the cost recovery provisions of Chapter 10.39 SMC.

Executive Summary:

To address the aforementioned gaps, the ordinance makes important changes to the Park Rules, as summarized below.

1. Clarifies that the prohibition against the use and distribution of drug paraphernalia applies not only to parks, but also to their adjacent sidewalks and in parked vehicles next to a park. This new rule is consistent with current law and creates no new crime, but it specifies the scope of the restriction as related to public parks, closing an important gap on an illegal activity that has had a staggeringly negative impact on neighborhoods with nearby parks.
2. Adds the non-criminal penalty of park exclusion for violators who distribute drug paraphernalia in a park.
3. Adds a reference to special events that require a permit. Includes cross-references to the Parks Department procedures for special events and to the special event ordinance, Chapter

10.39 SMC, and also cross-references the food vendor permitting process under the Municipal Code (Chapter 10.51 SMC).

4. Acknowledges that events not requiring a special event permit may still require a park reservation. Clarifies that “there is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.”
5. Prohibits driving any motor vehicle in Riverfront Park without express permission from the director of the parks department. Lists certain sorts of motorized vehicles that are exempt.
6. Clarifies that, pursuant to SMC 16A.61.577, the City has the authority to impound cars parked in turf areas or parked overnight on other park property.

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:

ORDINANCE NO. C35987

An ordinance relating to Parks; amending Section 12.06A.040 of the Spokane Municipal Code concerning park rules and regulations.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.06A.040 SMC is amended to read as follows:

Section 12.06A.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

B. Vehicles and Watercraft

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.

- ~~((4-))~~ 2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.

- ~~((2-))~~ 3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to SMC 16A.61.577 and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.

- ~~((3-))~~ 4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.

- ~~((4-))~~ 5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane

River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.

5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. It is unlawful for any person in or adjacent to a city park, including in parked vehicles or on sidewalks on both sides of the adjacent street, to use drug paraphernalia in violation of RCW 69.50.412 and SMC 10.15A.020. A violation of this section is a misdemeanor.
4. No person shall sell or give, or permit to be sold or given, to any person any drug paraphernalia in any form, including hypodermic syringes, needles and other objects used, intended for use or primarily designed for use in injecting unlawful drugs or controlled substances into the human body, in or adjacent to any park. A violation of this section is a class 1 civil infraction and violators may be subject to exclusion from one or more city parks for one year.

G. Weapons and Projectiles

1. Any person who possesses a dangerous weapon as defined in RCW 9.41.250 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

H. Food

1. Except as provided in SMC 10.51.040(A), no person may sell food inside or adjacent to a park without first obtaining the following:
 - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by SMC 10.51.070 and SMC 17C.390.030; and

- b. A valid a mobile food vendor's permit as required by SMC 10.51.010.

I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in Chapter 10.39 SMC.
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

~~((H.))~~ J Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

- ~~((I.))~~ K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

Section 2. That Section 16A.61.577 SMC is amended to read as follows:

Section 16A.61.577 Impoundment of Unauthorized Vehicles on Public Property

A. Definitions

1. "Impound" means to take and hold a vehicle in legal custody. There are two types of impounds—public and private.
2. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
3. "Public Property" means any street, road, public highway or other publicly owned property.
4. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
 - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113 Immediately
 - b. On a highway and tagged as described in RCW 46.55.085 24 hours
 - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070 Immediately
 - d. Outside the designated parking areas of a public park, or parked overnight or left for multiple days in the parking lot of a public park.
 - ~~((d-))~~ e. In violation of any of the restrictions subject to vehicle impoundment under Chapter 16A.61 SMC.

- B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (4)(a) through (4)(c) above, or is in violation of any of the restrictions subject to vehicle impoundment set forth in section (4)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.
- C. In addition to law enforcement officers, the Director of Developer Services and/or Parking Enforcement, or his or her designee, is a public official with jurisdiction

over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.

- D. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/30/2020

Date Rec'd

11/18/2020

Clerk's File #

ORD C35989

Renews #**Submitting Dept**

FIRE

Cross Ref #**Contact Name/Phone**

LANCE DAHL 625-7040

Project #**Contact E-Mail**

IDAHL@SPOKANEFIRE.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

1970 - 2018 FIRE CODE ADOPTION

Agenda Wording

An ordinance relating to the fire code; amending SMC sections 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.090, 17F.080.110, 17F.080.270, 17F.080.320, 17F.080.370, 17F.080.380, 17F.080.390 17F.080.410, 17F.080.455 and 17F.080.480.

Summary (Background)

The State adopted Fire Code (WAC 51-54A, 2018 International Fire Code - IFC) is scheduled for adoption on February 1, 2021. Local jurisdictions amend the code, as long as the changes are more restrictive. The ordinance will amend the existing City of Spokane Fire Code (SMC 17F.080) with clarification and minor edits to remain consistent with the State Fire Code.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

SCHAEFFER, BRIAN

Study Session\Other

PS&CH 11/02/20

Division Director

SCHAEFFER, BRIAN

Council Sponsor

Lori Kinnear

Finance

BUSTOS, KIM

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PICCOLO, MIKE

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals**Purchasing**

2018 Spokane Fire Code Adoption Summary

Background:

The International Fire Code that is enforced in the City of Spokane is adopted by the State of WA. By state law, local jurisdictions may adopt more stringent provisions of the Fire Code, but cannot reduce the requirements of the fire code adopted by the State.

The model Fire Code is adopted at the State Level with amendments under the State Building Code Council. There is a considerable process in review of model code language and proposals at the State level. These are reviewed by Technical Action Groups assigned to each Code and then the proposals are open to comment at two public hearings. All of the meetings are open to the public.

The current edition of the International Fire Code has 14 Appendices. The purpose of the Appendices is to provide guidance and details to some provisions identified in the body of the adopted Fire Code. Over the years, the State has chosen not to adopt the Appendices of the Fire Code, but rather, leave the determination to do so to local jurisdictions. Many of the larger jurisdictions in WA and around the US have adopted the Appendices as written, in their entirety. Others, including Spokane, have modified some provisions of the Appendices and adopted them as local provisions.

Below is a list of the Appendices. Spokane adopts 10 Appendices, and has made local modifications to Appendix B, C, and D. The purpose of each Appendix is listed in Attachment B.

Appendix B - Fire-Flow Requirements for Buildings

Appendix C - Fire Hydrant Locations and Distribution - amended

Appendix D - Fire Apparatus Access Roads – amended

Appendix E - Hazard Categories

Appendix F - Hazard Ranking

Appendix G - Cryogenic Fluids - Weight and Volume Equivalents

Appendix H - Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions

Appendix I - Fire Protection Systems-Noncompliant Conditions

Appendix J – Building Information Sign

Appendix N – Indoor Trade Shows and Exhibitions

The other appendices are not recommended for adoption as they would be more restrictive or would require additional resources to implement them:

Appendix A - Board of Appeals

Appendix K – Construction Requirements for Existing Ambulatory Care Facilities

Appendix L – Requirements for fire Fighter Air Replenishment Systems

Appendix M – High-Rise Buildings – Retroactive Automatic Sprinkler Requirement

The Fire Department has reviewed the provisions of the locally adopted Appendices to evaluate possible changes that would not substantially cause a negative impact on public safety, but could provide some greater flexibility in development of business. While there are not a large number of proposed changes, and even though many locations around the State and country will not make language changes to the Appendices due to Risk exposure, we believe these can be safely modified.

There are also several sections of the appendices in the SMC where new language is necessary to clarify the intent of the provisions.

The following is a summary of the changes to the local amendments in SMC 17F.080 by section:

Proposed Changes to Locally Adopted 2015 International Fire Code Sections

17F.080.010 Adoption of International Fire Code

- A – Changed the adopted version from 2015 to 2018.
- B.1, 2, 3, 6, 7, 8, and B.11 – formatting correction.
- B.9 – revised language to clarify the exception.
- B.10 – Changed “construction” to “standpipes” to clarify the language.
- B.13 – Revised amendment to the specific wording that was not adopted.
- B15, B.16, B17 – Revised language to the specific reference.
- B18 – Revised language to local approval.

Discussion:

Clarifying language and references. No substantive changes.

17F.080.030 Appendices Adopted

- Appendix A – Removed from approved appendices as there is no longer a Board of Appeals.

Discussion:

Prior Municipal Code was modified to have the Hearing Examiner handle Fire Code Appeals.

- Appendix B – Added back into SMC. Prior code update was intended to only remove the local amendment, and the full Appendix was inadvertently removed. Also removes the prior amended language for Table C102.1 that was different than the model code.

Discussion:

Correct oversight of adoption of necessary Appendix (Fire Flow for Buildings).

- Appendix D – Revises dimensions for fire lanes to match the new City Street standards.

Discussion:

The dimensions of the model code are more applicable due to recent upgrades of fire apparatus, resulting in requirements for a lower minimum width. The minimum gate width on

fire lanes has been reduced to 14 feet, which has been allowed prior in lieu of the 20 feet in the SMC. Additional language has been included addressing gate setbacks.

- Appendix N – Indoor Trade Shows and Exhibitions – New Appendix that follows the requirements we have been requiring these facilities to follow.
- SMC 17F.080.050 Fire Equipment Permit – Revised paragraph C clarifying that non-required fire alarm and fire sprinkler systems in the City are required to be installed by an SFD registered contractor. We also edited paragraph D to the capitalization of Fire Department.
- SMC 17F.080.070. Flammable or Combustible Liquids: Added Critical Materials to the Section title.

Discussion:

The new title more reflects the reference to SMC 17E.010.

- SMC 17F.080.090. Additional Definitions – Section 202: Removed definition of “central business district” as it is not referenced in our code sections. Added wording for other approved listing agencies to “Central reporting system”. Added “computer, and data” rooms to E.17.

Discussion:

The definition is now in the model code.

- SMC 17F.080.110. Fire Alarm System Requirements: Revisions to Chart 907:

Discussion:

Clarified that buildings at 55’ above apparatus access are not “high rise”. Revised daycares that voice fire alarm starts at 100 occupants. Revised Assembly uses to new requirement of fire alarm for this use when there are more than 100 occupants above or below the lowest level of exit discharge.

- SMC 17F.080.320. Fire Hydrant Proximity to Access Road: Clarified language.

Discussion:

Added that an approved access pathway be provided to the fire hydrant.

- SMC 17F.080.410. Private Hydrants – Damage – Malfunction: Revised language for responsibility for reporting damage to include registered fire hydrant servicers.

Discussion:

We experienced that registered fire hydrant servicers were not reporting damaged, or missing, fire hydrants. This is clarifying language that they are also responsible to do so.

- SMC 17F.080.455. Basement Extinguishing Systems: Revised language to clarify that basements exceeding 1,500 square feet are required to have fire sprinklers.

Discussion:

This language has been in the code since approximately the 1950's that requires existing basements of more than 1,500 square feet to be required to install fire sprinklers. Additional language was added to address specific instances not addressed by the original code, and an exception was added that is currently in the model code as amended by Washington State.

- SMC 17F.080.480. Standpipes: Revised language to further clarify the threshold for when fire pumps would be required for buildings.

Discussion:

The original language referred to combined standpipes and created misunderstandings of the requirement. This does not declare that the building is a high-rise, but specifies the capabilities of the Fire Department for providing 100 PSI to the top outlet of the standpipe.

Attachment B
Purpose of Fire Code Appendices

Below is a short explanation of the purpose of each Appendix:

Appendix A - Board of Appeals – NOT ADOPTED

This appendix contains criteria for administrative procedures of the board of appeals and board member qualifications.

Appendix B - Fire-Flow Requirements for Buildings – This appendix establishes the City's policy on fire flow to provide a consistent way of choosing the appropriate fire flow for buildings throughout the City.

Appendix C - Fire Hydrant Locations and Distribution – This appendix establishes the City's methodology for determining fire hydrant locations and spacing for new buildings, additions and change of use situations.

Appendix D - Fire Apparatus Access Roads – This appendix establishes criteria for basic access requirements to structures.

Appendix E - Hazard Categories – This appendix contains guidance in the classifying of hazardous materials so proposed designs can be evaluated accurately.

Appendix F - Hazard Ranking – This appendix is intended to be a companion to the specific requirements of Chapters 51 through 67 of the Fire Code which regulates the storage, handling and use of hazardous materials and it lists the various hazardous materials categories that are defined in the Fire Code.

Appendix G - Cryogenic Fluids - Weight and Volume Equivalents – This appendix is intended to be a companion to the provisions of Chapter 55 of the Fire Code and to provide a ready reference tool for the conversion of the liquid weight and volume of cryogenic fluid to their corresponding volume of gas and vice versa.

Appendix H - Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions – This appendix is intended to be a companion to IFC sections 407.5 and 407.6 which provide the requirements for HMMPs and HMISs.

Appendix I - Fire Protection Systems-Noncompliant Conditions – This appendix is intended to identify unsafe and non-compliant conditions for fire protection systems.

Appendix J - Emergency Responder Radio Coverage – This appendix includes design, construction, maintenance and testing criteria for emergency responder communications systems required by the Fire Code.

Appendix K – Construction Requirements for Existing Ambulatory Care Facilities – NOT ADOPTED
The intent of this appendix is to provide a minimum degree of fire and life safety to persons

occupying and existing buildings containing ambulatory care facilities where such buildings do not comply with the minimum requirements of the *International Building Code*.

Appendix L – Requirements for Fire Fighter Air Replenishment Systems – **NOT ADOPTED**

Fire fighter air replenishment systems (FARS) shall be provided in specific buildings or hazardous conditions.

Appendix M – High-Rise Buildings - Retroactive – **NOT ADOPTED**

An automatic sprinkler system shall be installed in all existing high-rise buildings in accordance with the requirements and compliance schedule of this section.

Appendix N – Indoor Trade Shows and Exhibitions - Indoor trade shows and exhibitions with temporary vendor displays or booths within any indoor occupancy classification shall be in accordance with this appendix and all other applicable requirements of this code.

ORDINANCE NO. C35989

An ordinance relating to the fire code; amending SMC sections 17F.080.010, 17F.080.030, 17F.080.050, 17F.080.090, 17F.080.110, 17F.080.270, 17F.080.320, 17F.080.370, 17F.080.380, 17F.080.390 17F.080.410, 17F.080.455 and 17F.080.480.

The City of Spokane does ordain:

Section 1. That SMC section 17F.080.010 is amended to read as follows:

17F.080.010 Adoption of International Fire Code

- A. The Washington State current amended edition of the International Fire Code (IFC) and related standards, published by the International Code Council, as modified by this title, is the fire code of the City of Spokane except as otherwise provided.
- B. The following amendments are made to the International Fire Code:
 1. Section 101.1 is modified to read as follows:
 - a. Title.

These regulations shall be known as the fire code of the City of Spokane, hereinafter referred to as “this code.”
 2. Section 109.4 is modified to read as follows:
 - a. Violation Penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate used under provisions of this code shall be subject to the provisions of chapter 1.05 SMC.
 3. Section 11((4)) 2.4 is modified to read as follows:
 - a. Failure to Comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties identified in chapter 1.05 SMC.
 4. IFC Sections 503.1.1, 503.1.2, 503.1.3, 503.2, 503.3, and 503.4 are adopted as published.
 5. Chapter 56 is amended with chapter 10.33A SMC.

6. Section 903.2.11.5 is revised to read:

- a. A wet chemical suppression system shall be installed in a commercial kitchen exhaust hood and duct system to meet the compliance of Section 904.

7. Section 904.2.2 is revised to read:

- a. Each required commercial kitchen exhaust hood and duct system required by Section 609 to have a Type 1 hood shall be protected with a wet chemical suppression system installed in accordance with this code.

8. Section 904.12.

Replace the first paragraph and the five types to read:

- a. 904.12 – Commercial Cooking Systems.

The automatic fire extinguishing system for commercial cooking systems shall be a wet-chemical type system. The wet-chemical system shall be tested in accordance with UL 300 and listed and labeled for the intended application. The system shall be installed in accordance with this code, its listing, and the manufacturer's installation instructions. Wet-chemical extinguishing systems shall be installed in accordance with NFPA 17A.

9. Section 904.12 – Exception; Section 904.12 ~~((1 – Exception))~~ Items 1, 2, 3, 4, and 5; Section 904.12.3; Section 904.~~((1))~~12.4 are not adopted.

10. Section 905.1 – Add the following to end of the paragraph:

Class II and Class III standpipes are not allowed for new ~~((construction))~~ standpipes in the City of Spokane. All requirements for Class II and Class III shall be Class I and references to one- and one-half inch outlets shall be changed to two and one-half inches. There are no requirements for two and one-half inch hose to be provided (i.e., stages).

11. 906.1.4.

Revise Add exception exception to read as follows:

- a. ~~((Exception.))~~

Portable fire extinguishers are not required for residential buildings that do not have an interior or exterior common space ~~((, such as townhouses))~~.

12. Section 1011.14.

Remove “and for access to unoccupied roofs” from last sentence.

13. Section 1011.12

Remove ~~((the last sentence.))~~ “alternating tread device,” from exception.

14. Section 1023.9.

Revise the second sentence to read as follows:

“ . . . the story of, the number of floors above grade (if it is different from the story number), and the direction . . . ”

15. Section 5704.2.9.6.1 Modify to read:

~~((Remove the last part of the last sentence “(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”) “outside of buildings shall be in accordance with table 5705.3.4(2) ((is prohibited within the limits established by law as the limits of districts in which storage is prohibited (jurisdiction to specify))”).~~

16. Section 5706.2.4.4 Modify to read:

Remove the last part of the last sentence: ~~((“(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”) outside of buildings shall be in accordance with table 5705.3.4(2) ((is prohibited within the limits established by law as the limits of districts in which storage is prohibited (jurisdiction to specify))”).~~

17. Section 5806.2 Modify:

Remove the last part of the last sentence: ~~((“(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”) outside of buildings shall be in accordance with the requirements of the Authority Having Jurisdiction((is prohibited within the limits established by law as the limits of districts in which storage is prohibited (jurisdiction to specify))”).~~

18. Section 6104.2.

Remove the last part of the last sentence: ~~((“(See Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page xxi).”) “(Jurisdiction to specify)”.~~

Section 2. That SMC section 17F.080.030 is amended to read as follows:

17F.080.030 Appendices Adopted

The following appendices of the International Fire Code are adopted as part of the fire code of the City:

A. ~~((Appendix A— Board of Appeals.))~~

A. Appendix B - Fire-Flow Requirements for Buildings.

B. Appendix C – Fire Hydrant Locations and Distribution.

1. Table C102.1 – Revise the column for ‘Maximum distance from any point on street or road frontage to a hydrant’ to be five hundred feet for each row.
2. Table C102.1 – Footnote b is not adopted.

~~((3. Table C102.1 – Revise the sentence to read: “ A 50% increase shall be . . . “.))~~

C. Appendix D – Fire Apparatus Access Roads.

Provided, fire department access will be in conformance to Appendix D with the following exceptions:

~~((1. D103.1.~~

~~Access roads with hydrants shall have a minimum width of twenty-eight feet along the twenty feet prior to and twenty feet after the hydrant.))~~

~~((2.))~~ 1. D103.3.

The minimum external turning radius will be fifty feet and minimum internal turning radius will be twenty-eight feet.

~~((3.))~~ 2. Table D103.4.

The cul-de-sac diameter shall be one hundred feet. ~~((Width of road for length of five hundred one feet to seven hundred fifty feet will be twenty-eight feet.))~~

~~((4.))~~ 3. Figure D103.1.

The ninety-six feet diameter cul-de-sac is revised to one hundred feet diameter.

~~((5.))~~ 4. D103.5.~~((1.))~~

Revise/Add the following:

a. The minimum gate width shall be twenty feet ~~((six thousand ninety-six millimeters))~~ unless reviewed and accepted by the fire official or designated representative (to be no less than fourteen feet).

b. At least one gate off of public or private streets that is required for fire apparatus access onto a site shall be inset a minimum of 48’ from the edge of curb or curb line.

~~((6. D103.6.1.~~

~~Revise road width from twenty-six feet to twenty-eight feet unless reviewed and accepted by the fire department.))~~

~~((7. D103.6.2.~~

~~Revise road width from twenty-six feet to twenty-eight feet. Revise road width of thirty-two feet to thirty-six feet unless reviewed and accepted by the fire department.))~~

~~((8-))~~ 5. D103.7.1.

Residential Driveways. Driveways used as fire lanes for single family and two-family dwellings can be reduced to an unobstructed width of twelve feet wide as long as there is a code compliant fifty foot radius turn-around or approved hammerhead within one hundred fifty feet of all points around the dwelling.

~~((9-))~~ 6. D103.7.2.

Fire access roads can be designed in accordance with SMC 17H.010.140, Emergency Vehicle Access and Staging Areas, as an approved alternative with the approval of the fire official for residential access roads.

D. Appendix E – Hazardous Categories.

E. Appendix F – Hazard Ranking.

F. Appendix G – Cryogenic Fluids – Weight and Volume Equivalents.

G. Appendix H – Hazardous Materials Management Plan (HMMOP) and Hazardous Materials Inventory Statement (HMIS) Instructions.

H. Appendix I – Fire Protection Systems – Noncompliant Conditions; and

I. Appendix J – Building Information Sign.

J. Appendix N – Indoor Trade Shows and Exhibitions

Section 3. That SMC section 17F.080.050 is amended to read as follows:

17F.080.050 Fire Equipment Permit

A. In addition to any building, electrical, plumbing, or other permit issued by the building services department, a person needs a permit from the fire official to install, alter, or repair required fire protection or fire detection systems or equipment which is regulated by this code.

1. The equipment to which this section applies includes, but is not limited to, any:

a. Code-required fire alarm,

b. Sprinkler,

c. Standpipe,

d. Range hood, or

e. Other extinguishing system.

2. Non-required systems are further defined below.

~~a.~~ 3. A permit shall not be issued until payment of the permit fee, approval of plans where required, and payment of appropriate plan check fee.

~~B.~~ 4. If the Washington State fire marshal has charged a plan check fee for equipment he has approved, the applicant will not be charged a plan check fee for the same submittal by the City fire official.

B. In order to verify, as provided in [SMC 8.02.034](#), the value of the work upon which the permit and inspection fees are based, the fire official may require from the installer or from the owner of the property a verified copy of the invoice.

1. Should it appear that an installer is understating the value of the work, and thereby underpaying the fees, the fire official may suspend the installer's right to receive a permit for up to six months.

2. Upon a second instance of undervaluation, suspension may be for up to one year.

C. Non-required fire alarm or fire sprinkler systems are those that are installed in a facility when they are not required by code. Non-required systems do not need to be submitted for review or permit, unless it is desired by the building owner. Non-required systems are required to be installed by a Spokane Fire Department registered contractor.

~~D.~~ Exceptions.

1. Fire sprinkler systems with ~~((twenty))~~ seven or more heads.

2. Inert gas suppression systems.

~~((E))~~ D. Non-required fire alarm and fire sprinkler systems that are submitted for review by the Spokane ~~((f))~~ Fire ~~((d))~~ Department shall be in accordance with NFPA 13, 13R, and 13D, NFPA 72, and the Spokane Municipal Code. Non-required systems will not be tracked for renewal on an annual basis unless requested by the owner or authorized representative.

Section 4. That SMC section 17F.080.090 is amended to read as follows:

17F.080.090 Additional Definitions – Section 202

There are added to IFC Section 202 the following definitions:

A. "Cellar" is that portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is

equal to or greater than the vertical distance from grade to ceiling, provided the space does not meet the definition of a basement as defined in the International Building Code.

~~((B. "Central business district" or "CBD" is that portion of downtown Spokane so designated on the comprehensive plan.))~~

~~((C.))~~ B. "Central reporting system" is an approved system or group of systems, the operation of which is signaled to, recorded in, maintained, and supervised from an approved central station in which there are competent and experienced observers and operators in attendance at all times whose duty it shall be, upon receipt of a signal, to call the fire department and to take such action as shall be required under the rules established for their guidance. Such systems shall be controlled and operated by a person, firm, or corporation whose principal business is the furnishing and maintaining of supervised protective signaling service and who has no interest in the protected properties. Such approved system must be listed with Underwriters Laboratories or other approved listing agency.

~~((D.))~~ C. "Performance certificate" is a statement by the installer certifying that a system has been installed as approved by the fire official and tested in accordance with manufacturer's specifications.

~~((E.))~~ D. "Registered servicer" is a natural person possessing a current license as provided in SMC 17F.080.270(A) and SMC 10.29.060(A).

~~((F.))~~ E. "Special areas to be protected" are the following areas of a building, which present a special need for fire detection whether the space is provided with fire sprinklers or not:

1. Boiler and furnace rooms.
2. Community kitchens.
3. Community laundries.
4. Custodial rooms.
5. Locker rooms.
6. Machine rooms.
7. Parking garages.
8. Public or community restrooms.
9. Smoking rooms.
10. Storage rooms.
11. Supply rooms.
12. Tool and shop areas.
13. Trash rooms.
14. Vertical shafts and adjacent spaces which convey fire.
15. Public waiting areas.
16. Mechanical and equipment rooms.

17. Electrical, computer, and data rooms (~~(; and)~~)
18. Other rooms or spaces as the fire official may designate.

Section 5. That SMC section 17F.080.110 is amended to read as follows:

17F.080.110 Fire Alarm System Requirements

- A. The following Chart 907 depicts the minimum fire alarm system requirements for the City of Spokane. These requirements supplement the International Fire Code.
- B. Where heights are noted, they are from the lowest level of fire department apparatus access to the floor elevation of the highest occupied level.
- C. Existing fire alarm systems will be allowed to be used and repaired without upgrade as long as they are properly maintained. Buildings that are altered or additions exceeding fifty percent of the building area will require the fire alarm system to be upgraded to the current requirements.
- D. Smoke detectors will be the primary means of detection. Where environmental conditions warrant (rooms with moisture potential, outdoors, etc.) heat detectors are allowed. Smoke detectors in restrooms and janitor closets are discouraged.

CHART 907	
OCCUPANCY	REQUIREMENTS FOR FIRE ALARM
All Except R3 and U	<p>Atriums connecting more than two floors.</p> <p>Lowest level of structure greater than sixty feet below grade.</p> <p>Covered mall buildings.</p> <p>Retroactive – IFC 1103.7.</p> <p>Fire sprinkler monitoring for systems with ((twenty)) <u>7</u> or more sprinklers.</p> <p>Smoke detection required in common areas and interior corridors used for required exits in occupancies required to have automatic fire alarm.</p> <p>Heat detectors are not required in spaces provided with quick response sprinklers in occupancies required to have automatic fire alarm.</p> <p>Special areas to be protected are required to have fire alarm in occupancies required to have automatic fire alarm – See SMC 17F.080.090.</p> <p>Central monitoring is required. A minimum of one notification device, one manual pull station, and one smoke detector is required.</p>

((High Rise (g)) <u>Greater than fifty-five feet to floor(())</u>)	Tenant spaces exceeding one thousand square feet. Voice notification is required.
Daycares	Less than or equal to fifty children – Single station smoke detection is required. Greater than fifty children <u>to ninety-nine</u> – Automatic. <u>Voice notification is required if more than ninety-nine occupants</u> Manual pull stations required at all exits of state licensed facilities.
A1, A2, A3, A4, A5	Automatic if greater than or equal to three hundred people <u>or more than one hundred persons above or below the lowest level of exit discharge.</u> Voice notification is required if occupancy is greater than or equal to one thousand people. No manual pull stations required if fully sprinklered.
B	Automatic if greater than or equal to five hundred people. Automatic if greater than or equal to one hundred people above or below exit level. No manual pull stations required if fully sprinklered. Area contains Group B Ambulatory health care.
E	Fifty one or more occupants. Voice notification is required if more than ((ninety-nine)) <u>one hundred and one occupants.</u> <u>Exception for manual pulls (907.2.3).</u>
F1, F2	Automatic if greater than five hundred persons above or below exit level. No manual pull stations required if fully sprinklered. Automatic is required when occupancy is two or more stories in height.
H1, H2, H3, H4	Not required unless other requirements apply.
H5	Manual. Automatic for highly toxic gases, organic peroxides and oxidizers.
I1, I2, I3, I4	Automatic. Manual pulls may be at staff-attended location. Sleeping areas required to have single or multiple station smoke detection. Manual pull stations required at all exits of State Licensed I4. <u>Automatic voice required in all I4 occupancies with more than one hundred one occupants.</u>

M	Automatic if greater than or equal to five hundred people. Automatic if greater than or equal to one hundred people above or below exit level. Automatic if greater than twelve thousand square feet (SMC). No manual pull stations required if fully sprinklered.
R1, R2	Automatic – Five or more units/guest rooms. Not required for less than three levels with each unit having independent (not shared) direct exit to exterior. One manual pull station per exit stair required if not fully sprinklered. ADA Type A units will be provided with accessible communications features. ADA Type B units will be pre-wired for building notification.
R3	Single station smoke detection in sleeping areas and in hallways outside of sleeping areas.
S1, S2	None required unless other requirements apply.

Section 6. That SMC section 17F.080.270 is amended to read as follows:

17F.080.270 Fire Equipment Servicer Registration

A person proposing to engage in the occupation of installation, repair and maintenance of fire department regulated equipment or systems is required to pay the fee prescribed in SMC 8.02.0226 and obtain from the fire official the appropriate registrations as follows:

- A. Portable extinguisher.
- B. Range hood/extinguishing system.
- C. Sprinkler system.
- D. Standpipe system
- E. Underground tank decommission.
- F. Underground tank ~~install~~ (install, upgrade or repair); and
- G. Underground tank test.
- H. Private Fire Hydrants
- I. Aboveground tank (install, upgrade or repair)

Section 7. That SMC section 17F.080.320 is amended to read as follows:

17F.080.320 Fire Hydrant Proximity to Access Road

Fire hydrants shall be no further than fifteen feet from the edge of an approved fire department access road/lane to the pumper port, with an approved access pathway.

Section 8. That SMC section 17F.080.370 is amended to read as follows:

17F.080.370 Private Hydrants – Inspection – Installation

All private hydrants are subject to inspection and approval by the City water ~~((and wastewater))~~ department at the time of installation. A fee for inspection or other City services is charged as set forth in SMC 8.02.034.

Section 9. That SMC section 17F.080.380 is amended to read as follows:

17F.080.380 Private Hydrants – Regulations

The fire official, with the assistance of the director of water ~~((and wastewater))~~, is authorized to establish regulations and design standards for private hydrants. These officials have the authority to interpret and apply the regulations and standards and to make rulings and orders consistent with the purpose of this chapter.

Section 10. That SMC section 17F.080.390 is amended to read as follows:

17F.080.390 Private Hydrants – Semi-annual Inspection

Property owners with private hydrants are responsible to obtain semi-annual, satisfactory inspection of their private hydrant(s) from a qualified inspector. Inspection procedures and forms for inspection by the City or others are set by the fire official with the assistance of the director of water ~~((and wastewater))~~. The fire official may order additional inspections as deemed necessary.

Section 11. That SMC section 17F.080.410 is amended to read as follows:

17F.080.410 Private Hydrants – Damage – Malfunction

Property owners, their agents and tenants with private hydrants as well as registered fire hydrant servicers shall immediately contact the fire department in the event a private hydrant is damaged, malfunctions, or is otherwise out of order. "Immediately" means not more than forty-eight hours after a problem is noticed or should have been noticed in the exercise of reasonable care.

Section 12. That SMC section 17F.080.455 is amended to read as follows:

17F.080.455 Basement Extinguishing System ((--Exceptions))

Fire sprinklers are required in existing basements exceeding one thousand fire hundred square feet. Fire Sprinklers are not required for the following:

- A. A basement or cellar area that exceeds a gross floor area of one thousand five hundred square feet is divided into two areas so that one space is usable and the other space void. The usable space shall not exceed one thousand five hundred square feet. The usable space must contain an approved exit and must be separated by approved one-hour walls. The access to the void space may not exceed thirty inches by thirty inches and must be a listed and labeled access panel. No storage or other use of the void space is allowed. The occupancy of the usable space will be subject to all other provisions of the building and fire code.
- B. No electrical panels or equipment are allowed in the void space unless the void space is equipped with automatic fire sprinklers.
- C. A basement or cellar area that exceeds a gross floor area of one thousand five hundred square feet and is provided with exits directly to the exterior at floor grade that are within travel distance of 75 feet of all points in the basement.

Section 13. That SMC section 17F.080.480 is amended to read as follows:

17F.080.480 ((Combined)) Standpipes

Where ((combined))standpipes are used ((for both wet or dry sprinklers and Class I or III hose outlets)), the outlet pressure at the top of the riser shall be not less than one hundred PSI provided by a fire pump.

Exception:

Buildings up to and including five floors above grade (not to exceed 55 feet) will be pressurized by the fire apparatus upon arrival to the site and are not required to provide one hundred PSI at the top outlet of the riser.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



City of Spokane Fire Code Update

Plan Commission Briefing
November XX, 2020

Outline of Presentation

- “ Schedule for Adoption**
- “ What is our Fire Code?**
- “ Administering the Fire Code**
- “ What are some significant model Fire Code updates?**
- “ What are some significant State Amended Fire Code updates?**
- “ What is being proposed for local amendments?**

Schedule

- “ State Codes will be in effect on February 1, 2021.
- “ Need to complete Plan Commission and City Council review prior to that date.
 - “ Plan Commission Workshop
 - “ Public Safety Briefing
 - “ City Council Briefing
 - “ Submit Council Agenda item (tent.)
 - “ City Council Hearing (tent.)
 - “ City Council Vote (last meeting to meet deadline)

What is our State Fire Code?

- “ The International Code Council Fire Code is reviewed by the State Building Code Council Fire Code Technical Advisory Group.
- “ The amended IFC is provided to the Legislature from the SBCC.
- “ The Code adoption is on the consent agenda.
- “ The State Fire Code, WAC 51-54A is published following the end of the session (or the date determined by the Legislature – which was delayed due to COVID-19).

Administering the Fire Code

- “ Local jurisdiction Building & Fire Codes are required to include the minimal provisions adopted by the State (RCW 19.27.031).
- “ The state building code required by this chapter shall be enforced by the counties and cities. Any county or city not having a building department shall contract with another county, city, or inspection agency approved by the county or city for enforcement of the state building code within its jurisdictional boundaries. (RCW 19.27.050)
- “ Local jurisdictions may amend the State adopted/amended Code – but amendments cannot be less restrictive (RCW 19.27.060).

What is the City Fire Code?

17F.080 – Fire Code Adoption and amendments.

What are some significant Model Code updates?

Fire Code

- “ 105.6.30 Mobile Food Preparation Vehicles
 - “ Requires a operational permit for approval.*
- “ 403.12.3 Crowd managers for gatherings exceeding 1,000 people.
- “ 907.10.1 Testing/maintenance
 - “ Expanded qualifications for fire alarm testing/maintenance techs
- “ 918 Alerting Systems
 - “ New requirements for emergency alerting systems

- “ * - Legislature directed State Building Code Council to approve new code with State Fire Marshal Association and affected vendors

What are some significant State Amended updates?

Fire Code

- “ 105.7.26 Underground supply piping for automatic sprinkler systems
 - “ Requires a construction permit for approval.
- “ 403.12.3 Crowd managers for gatherings exceeding 1,000 people.
- “ 907.10.1 Testing/maintenance
 - “ Expanded qualifications for fire alarm testing/maintenance techs
- “ 918 Alerting Systems
 - “ New requirements for emergency alerting systems

What are some significant State Amended updates?

Fire Code

- “ 3308.9 Fire safety requirements for buildings of Types IV-A, IV-B, and IV-C construction
 - “ Adoption of safety requirements for mass timber structures (adopted from the 2021 Fire Code)
- “ Chapter 39 – PROCESSING AND EXTRACTION FACILITIES
 - “ Moving Chapter 38 to Chapter 39 as model code created a new Chapter 38. Was State Code, and is now in the Model Code.
- “ IRC REVISION – R313.1 Townhouse automatic fire sprinkler system
 - “ Sprinklers required for new townhouses with more than four townhouse units.

What is being proposed for local Fire Code amendments?

- “ 17F.080.010 Adoption of International Fire Code
- “ A – Changed the adopted version from 2015 to 2018
- “ B.1, 2, 3, 6, 7, 8 and B.11 – Formatting correction.
- “ B.9 – Revised the language to clarify the exception.
- “ B.10 – Changed “construction” to “standpipes” to clarify the language.
- “ B13 – Revised language to the specific wording that was not adopted.
- “ B15, B.16, B17 – Revised language to the specific reference.
- “ B18 – Revised language to local approval.

What is being proposed for local Fire Code amendments?

- “ 17F.080.030 Appendices Adopted
- “ Appendix A – Board of Appeals
 - “ Removed from approved appendices as there is no longer a Board of Appeals.
- “ Appendix B
 - “ Appendix was incorrectly deleted with the last update instead of just the removal of the local amendment. This will return this Appendix into the City Fire Code.
- “ Appendix D
 - “ Removed local amendments for the dimensions of fire access roads to the new City street standards for width.
 - “ Revised the minimum width for fire access gates to 14’ from 20’ in the model code and gate setback distance of 48’ from curb.

What is being proposed for local Fire Code amendments?

“ 17F.080.030 Appendices Adopted

“ Appendix N

“ Indoor Trade shows and exhibitions. This appendix follows the procedures and policies that were established by the Fire Department for existing facilities in the City (i.e.: Arena, Convention Center, etc.)

“ SMC 17F.080.050 Fire Equipment Permit

“ Revised paragraph C clarifying that non-required fire alarm and fire sprinkler systems in the City are required to be installed by an SFD registered contractor. We also edited paragraph D to the capitalization of Fire Department.

“ SMC 17F.080.070. Flammable or Combustible Liquids:

“ Added “Critical Materials” to the section title.

What is being proposed for local Fire Code amendments?

- “ SMC 17F.080.090. Additional Definitions
 - “ Section 202: Removed definition of “central business district” as it is not referenced in our code sections. Added wording for other approved listing agencies to “Central reporting system”. Added “computer, and data” rooms to E.17.
- “ SMC 17F.080.110. Fire Alarm System Requirements:
 - “ Revisions to Chart 907:
 - “ Clarifies that buildings at 55’ above apparatus access are not “high rise”.
 - “ Revised daycares that voice fire alarm starts at 100 occupants.
 - “ Revised Assembly uses to new requirement of fire alarm for this use when there are more than 100 occupants above or below the lowest level of exit discharge.

What is being proposed for local Fire Code amendments?

- “ SMC 17F.080.270. Fire Equipment Servicer Registration:
 - “ Added “Aboveground Tank”.
 - “ We have been having issues with contractors that install aboveground tanks not having a good knowledge of the Federal, State, and Local codes. This will allow us to communicate updates as well as provide a level expectation for the installation of these tanks over the aquifer.
- “ SMC 17F.080.320. Fire Hydrant Proximity to Access Road:
 - “ Section Added that an approved access pathway be provided to the fire hydrant.

What is being proposed for local Fire Code amendments?

- “ SMC 17F.080.410. Private Hydrants – Damage - Malfunction:
 - “ Revised language for responsibility for reporting damage to include registered fire hydrant servicers.
 - “ We experienced that registered fire hydrant servicers were not reporting damaged, or missing, fire hydrants. This is clarifying language that they are also responsible to do so.
- “ SMC 17F.080.455. Basement Extinguishing System:
 - “ Revised language to clarify that basements exceeding 1,500 square feet are required to have fire sprinklers.
 - “ This language has been in the code since approximately the 1950's that requires existing basements of more than 1,500 square feet to be required to install fire sprinklers. Additional language was added to address specific instances not addressed by the original code, and an exception was added that is currently in the model code as amended by Washington State.

What is being proposed for local Fire Code amendments?

- “ SMC 17F.080.480. Standpipes:
- “ Revised language to further clarify the threshold for when fire pumps would be required for buildings.
- “ The original language referred to combined standpipes and created misunderstandings of the requirement. This does not declare that the building is a high-rise, but specifies the capabilities of the Fire Department for providing 100 PSI to the top outlet of the standpipe.

Are the Codes Available to the Public?

- “ International Codes: Read-Only, Free access
 - “ <https://codes.iccsafe.org/content/IFC2018P4>
- “ Washington State Amendments: Read-Only, Free access
 - “ <https://codes.iccsafe.org/content/WAFC2018P1>
- “ Spokane Municipal Code 17F
 - “ <https://my.spokanecity.org/smc/?Title=17F>

City of Spokane Fire Code Update

Questions?



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/30/2020

Date Rec'd

11/23/2020

Clerk's File #

ORD C35990

Renews #**Cross Ref #****Submitting Dept**

PLANNING

Contact Name/Phone

CHRIS GREEN 625-6194

Project #**Contact E-Mail**

CGREEN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0650 - ORDINANCE APPROVING & CONFIRMING THE 2021 ASSESSMENTS FOR THE ES BID

Agenda Wording

An Ordinance approving and confirming the 2021 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.

Summary (Background)

The City Council approved Resolution No. 2020-0070 which gave notice that the City Council would hold a public hearing on the 2021 Assessment Roll for the East Sprague Parking and Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MEULER, LOUIS

Study Session\OtherOctober 19, 2020
Sustainable Resources
(Finance) Committee.**Division Director**

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

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For the Mayor

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jahensley@spokanecity.org

mrichard@downtownspokane.net

ghankhal@downtownspokane.net



Expenditure Control Form

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2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C35990

AN ORDINANCE APPROVING AND CONFIRMING THE 2021 ASSESSMENTS AND ASSESSMENT ROLL FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-35377 AS CODIFIED AND AMENDED IN CHAPTER 4.31C SMC.

WHEREAS, the Spokane City Council on September 28, 2020 passed Resolution 2020 – 0070, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution No. 2020 – 0070, a public hearing was held on December 7, 2020 to take public testimony regarding the assessments and assessment roll for the East Sprague Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the East Sprague Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2021 assessments and the assessment roll of the East Sprague Parking and Business Improvement Area, established under Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk and City Treasurer.

Section 2. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects (as described in RCW 35.87A.020 (3), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-35377, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Appendix A.

Section 3. Pursuant to SMC 4.31C.100, the projects, programs, activities and budget for the 2021 East Sprague Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

Section 4. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk may be paid in two installments with the first half of the assessment due and payable on the 31st day of January, 2021, and the second half of the assessment due and payable on the 31st day of July, 2021. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars (\$100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

Section 6. This ordinance shall take effect and be in full force from and after the date of its passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

APPENDIX A – 2021

EAST SPRAGUE BUSINESS IMPROVEMENT DISTRICT Special Assessment Matrix

Estimated Annual Revenue	% Assessment based on Land Square Footage (LSF)		% Assessment based on Taxable Assessed Value (TAV)	Total Parcels
\$62,185.37	75%		25%	233
Benefit Area by Zone	Minimums	Maximums	Rate per LSF	Rate per \$1,000 TAV
Center and Corridor (Commercial)	\$200	\$1,000	2.6 cents	60 cents
General Commercial	\$100	\$500	1.4 cents	30 cents
Industrial	\$50	\$250	0.6 cents	15 cents

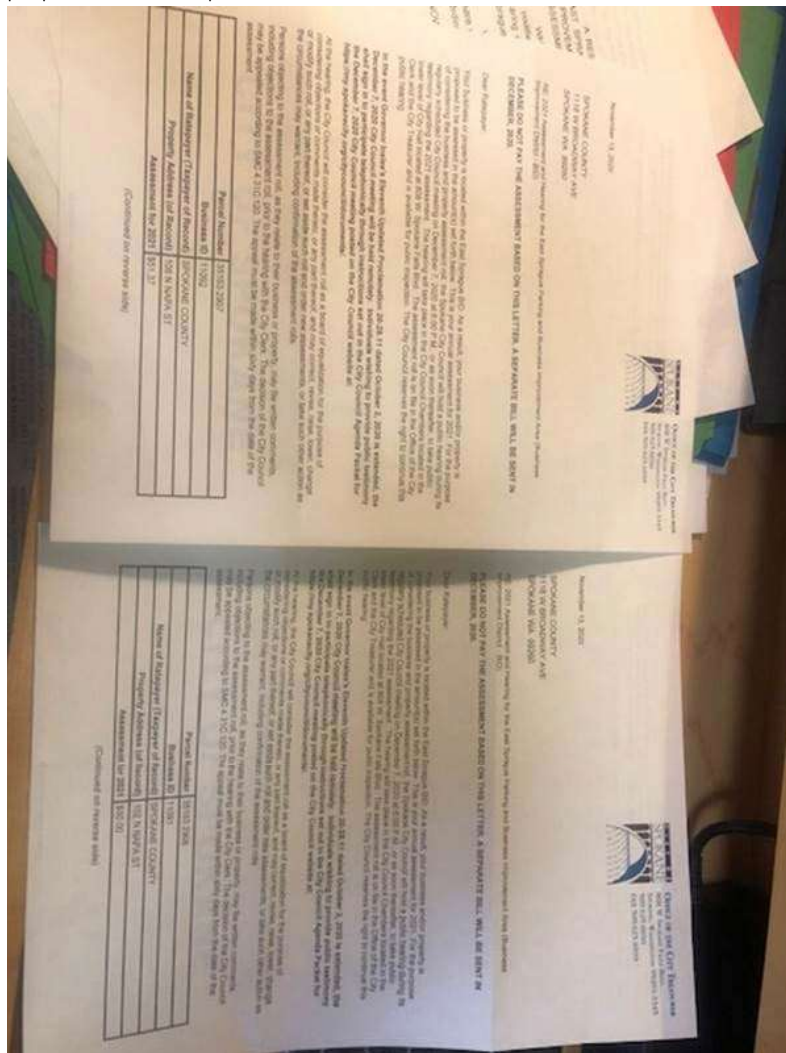
2021 represents the sixth assessment year and the third year in the second three year assessment cycle for the East Sprague BID. As per section 4.31C.040.C.2.b. of the Spokane Municipal Code, for the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI factor that is the lesser of 6 percent or the percentage change in CPI for All Urban Consumers (CPI-U) West Region between June 2018 and June 2020.

The CPI for All Urban Consumers (CPI-U): West Region between June 2018 and June 2020 was 3.93 percent. Therefore, 2019 assessments were increased by 3.93 percent for 2021 assessment year.

From: Firkins, Deborah <DFirkins@spokanecounty.org>
Sent: Wednesday, November 25, 2020 10:45 AM
To: Pfister, Terri <tpfister@spokanecity.org>
Subject: 2021 Assessment and Hearing for the East Sprague Parking and Business Improvement Area

Hi Terri,

It was nice talking to you today. Spokane County is the trustee for two Tax Title Parcels in your proposed Improvement District. Parcel No. 35163.2908 and 35163.2907. Tax Title Parcels may not be assessed. We had hoped to hold our auction in March but due to Covid have been unable to hold a live auction. So under RCW 36.35.100 these properties are exempt.



RCW 36.35.100

Treatment of county held tax-title property.

All property deeded to the county under the provisions of this chapter shall be treated as follows during the period the property is so held:

(1) The property shall be:

- (a) Stricken from the tax rolls as county property;
- (b) Exempt from taxation;
- (c) Exempt from special assessments except as provided in chapter 35.49 RCW and RCW 35.44.140 and 79.44.190; and
- (d) Exempt from property owner association dues or fees.

(2) The sale, management, and leasing of tax title property shall be handled as under chapter 36.35 RCW.

[2007 c 295 § 3; 1998 c 106 § 13; 1961 c 15 § 84.64.220. Prior: 1925 ex.s. c 130 § 131; RRS § 11292; prior: 1899 c 141 § 27. Formerly RCW 84.64.220.]

Deborah Firkins

Administration Engineer

(509) 477-7414

Fax: (509) 477-7655

DFirkins@SpokaneCounty.org

Public Works Department

1026 W. Broadway

Spokane, WA 99260-0170

Tell us about your experience here with our [Customer Survey](#)



Agenda Sheet for City Council Meeting of:

11/30/2020

Date Rec'd

11/23/2020

Clerk's File #

ORD C35991

Renews #

Cross Ref #

Submitting Dept

PLANNING

Contact Name/Phone

CHRIS GREEN 625-6194

Project #

Contact E-Mail

CGREEN@SPOKANECITY.ORG

Bid #

Agenda Item Type

First Reading Ordinance

Requisition #

Agenda Item Name

0650 - ORDINANCE APPROVING & CONFIRMING THE 2021 ASSESSMENTS FOR THE DT BID

Agenda Wording

An Ordinance approving and confirming the 2021 assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area, prepared under Ordinance No. C32923 as codified and amended in Chapter 4.31C SMC.

Summary (Background)

The City Council approved Resolution No. 2020-0069 which gave notice that the City Council would hold a public hearing on the 2021 Assessment Roll for the Downtown Spokane Parking and Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Dept Head

MEULER, LOUIS

Council Notifications

Study Session\Other

October 19, 2020
Sustainable Resources
(Finance) Committee.

Division Director

BECKER, KRIS

Council Sponsor

CP Beggs

Finance

ORLOB, KIMBERLY

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cgreen@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mpiccolo@spokanecity.org

Additional Approvals

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sbishop@spokanecity.org

jahensley@spokanecity.org

mrichard@downtownspokane.net

ghankhal@downtownspokane.net



Expenditure Control Form

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2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department: N/A

Approving Supervisor: N/A

Amount of Proposed Expenditure: N/A

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

ORDINANCE NO. C35991

AN ORDINANCE APPROVING AND CONFIRMING THE 2021 ASSESSMENTS AND ASSESSMENT ROLL FOR THE DOWNTOWN SPOKANE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-32923 AS CODIFIED AND AMENDED IN CHAPTER 4.31 SMC.

WHEREAS, the Spokane City Council on September 28, 2020 passed Resolution 2020 – 0069, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution No. 2020 – 0069, a public hearing was held on December 7, 2020 to take public testimony regarding the assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the Downtown Spokane Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2021 assessments and the assessment roll of the Downtown Spokane Parking and Business Improvement Area, established under Ordinance C-32923, as codified and amended in Chapter 4.31 SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk and City Treasurer.

Section 2. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects (as described in RCW 35.87A.020 (3), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-32923, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Appendix A.

Section 3. Pursuant to SMC 4.31.100, the projects, programs, activities and budget for the 2021 Downtown Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

Section 4. The City Clerk is hereby directed to certify and transmit the assessment roll to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk may be paid in two installments with the first half of the assessment due and payable on the 31st day of January, 2021, and the second half of the assessment due and payable on the 31st day of July, 2021. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars (\$100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

Section 6. This ordinance shall take effect and be in full force from and after the date of its passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Appendix A - 2021

DOWNTOWN SPOKANE BUSINESS IMPROVEMENT DISTRICT Special Assessment Matrix

I. TENANT ASSESSMENT FORMULA

All tenant assessments are based upon square footage of space per lease except where noted. *There is an annual minimum assessment of \$110.00 per tenant.*

Type of Tenant	Zone 1	Zone 2	Zone 3	Zone 4*
Retail Tenants -Ground floor and skywalk	\$0.28	\$0.16	\$0.13	-0-
Office Tenants -Ground floor and skywalk	\$0.16	\$0.15	\$0.12	-0-
Office and Retail Tenants -Upper floors and basement	\$0.12	\$0.11	\$0.10	-0-
Manufacturing Tenants -outside a C-1 zoning district -within a C-1 zoning district	\$0.12 \$0.05	\$0.11 \$0.05	\$0.10 \$0.05	-0- -0-
Commercial Parking -per space assessment	\$3.87	\$3.22	\$2.58	-0-
Commercial Theaters -per seat assessment	\$3.22	\$2.45	\$2.07	-0-
Apartments -per unit assessment	\$5.16	\$4.51	\$3.87	-0-

Combined Tenant/Owner	Zone 1	Zone 2	Zone 3	Zone4
Hotels and Motels	\$25.78	\$25.78	\$25.78	-0-

II. PROPERTY OWNER ASSESSMENT FORMULA

Property owner assessments are based upon current values for land plus improvements, no exemptions, and are calculated at a rate per \$1,000 of total assessed value. Each property including its tenants shall be assessed under both the tenant and property owner formulas. *There is an annual minimum assessment of \$110.00 per property parcel.*

Type of Owner	Zone 1	Zone 2	Zone 3	Zone4
Private Property	\$1.10	\$1.10	\$0.70	-0-
Government	\$0.80	\$0.80	\$0.60	-0-
Residential/Condominiums -per unit assessment	\$0.60 up to a max of \$215	\$0.60 up to a max of \$215	\$0.40 up to a max of \$215	-0-
Public Facilities District	\$0.31	\$0.31	\$0.31	-0-

III. GOVERNMENT PARK PROPERTY ASSESSMENT FORMULA

Type	Zone 4*
Public Parks	\$154.64 per acre

IV. GENERAL EXEMPTIONS

The following will be exempt from special assessments:

1. Organizations and property owners recognized under Section 501(c)(3) of the Internal Revenue Code as a tax exempt non-profit charitable organization;
2. Government agencies exempt from taxation pursuant to state or federal law;
3. Organizations conducting business in the BID less than 30 days per year.

V. TENANT EXEMPTIONS

The following tenants will be exempt from special assessments:

1. Businesses in the district less than 30 days per year.

ASSESSMENT GUIDELINES

Chapter 4.31 of the Spokane Municipal Code (SMC), as originally adopted in Ordinance No. C-32923 and as subsequently amended by the City Council, provides for the levy of special assessments upon businesses and properties within the area designated as the Downtown Business Improvement District (BID). The Ratepayer Advisory Board of Directors submits to City Council an annual BID Management Plan including a proposed budget and special assessment matrix. In early December, City Council holds a public hearing to hear all protests and receives evidence for or against the proposed action.

The following guidelines are provided as a supplement to the assessment matrix:

- Assessment rates are annual and are based upon gross leasable space (including storage) except where noted. If a ratepayer elects to pay the assessment in two installments there will be a \$10.00 service charge levied on each installment.
- A pro-rated assessment shall be available to tenant ratepayers upon request.
 - The pro-rated assessment shall be based on a full month, i.e. If a ratepayer leaves the district March 15th they will be invoiced for three full months.
 - A pro-rated assessment shall be available only to tenant ratepayers who move out of the district. When a tenant moves within the district, that tenant will be responsible for the assessment based on their previous location until the change is made for the next year's assessment roll.
- A pro-rated assessment shall be available to property owners upon request.
 - If the property is sold during the first half of the calendar year (Jan-Jun) the owner will be responsible for the first half assessment only.
 - If the property is sold during the second half of the calendar year (Jul-Dec) the owner will be responsible for the full year's assessment.
- Assessments are based upon four "benefit zones", each of which pays a different level of assessment based upon the services it receives.
- A minimum assessment of \$110.00 is levied for each tenant and/or property parcel.
- The following will be exempt from assessment: Organizations and property owners recognized under Section 501 (c)(3) of the Internal Revenue Code as a tax exempt non-profit charitable organization; Governmental agencies exempt from taxation pursuant to State and Federal law, and organizations conducting business in the BID less than 30 days per year.
- No historic tax credit or other exemptions that would decrease the assessed value of land or improvements will be used to calculate the annual property assessment.
- The Downtown Spokane Partnership office should be contacted immediately to discuss any situations not covered in the above guidelines.
- Manufacturing businesses should have their businesses classified, and assessments applied, consistent with other uses in the District. Business classifications (i.e., office/manufacturing) should not be prorated for a single business operation. Per Section 4, Part E, "if multiple activities or uses are undertaken in a single business space, the predominant activity or usage shall determine the business classification. The predominant usage is that use that has the greatest proportional square footage of a building compared to other uses.

DISPUTES

The majority of assessment questions are quickly resolved by the billing agency or the Downtown Spokane Partnership office. If a satisfactory conclusion is not reached, a ratepayer aggrieved by the amount of an assessment or delinquency charge, shall request, **within sixty (60) days of the assessment or charge**, a hearing before the Ratepayer Advisory Board. An Assessment Resolution Policy, which fully outlines the appeal process, is available from the Downtown Spokane Partnership office.

SPECIAL ASSESSMENTS

The City of Spokane will levy a special assessment on each business, organization, building and a property within the area by applying an assessment rate according to the current assessment formula approved by City Council.

Assessment Rate Increases

Proposals with regards to assessment rate changes (including minimums, maximums, exemptions and increases) are all subject to approval by City Council per RCW 35.87A.

Subsequent increases of the amount of the special assessments for all flat-fee assessments will be adjusted based on the increase, if any, of the Consumer Price Index of the U.S. City Average for all urban consumers (CPI-U). The percentage increase in the assessment formula shall be computed as follows:

$[(\text{Ending CPI-U} - \text{Beginning CPI-U}) \div \text{Beginning CPI-U}] \times 100 = \text{Percentage Increase}$

$[(\text{September Present Year} - \text{September Previous Year}) \div \text{September Previous Year}] \times 100 = \text{Percentage Increase}$

Assessment Policies

1. Hotels and motels will be assessed for both property and tenancy at one rate per number of rooms.
2. All parking that is open and accessible to the public, including hotel lots and garages, for which a fee is charged shall be assessed on the same basis as commercial parking. For purposes of this assessment, commercial parking is defined as a parking space that is open and accessible to the public for which a charge is assessed for the privilege of parking a vehicle in the parking space for a set period of time.
3. Public parks will be assessed for both property and tenancy at one rate per number of acres.
4. A minimum assessment of one hundred and ten dollars (\$110.00) will be applied to every business or property parcel within the boundaries.
5. Square footage will be combined for office or retail tenants occupying multiple spaces in one building.



2021 BID MANAGEMENT PLAN
PRIORITIES FOR FOSTERING A STRONG ECONOMIC RECOVERY AND A ROBUST
DOWNTOWN COMMUNITY

Core Principles

Honesty	Fairness	Inclusivity
Respectfulness	Excellence	Innovation
Efficiency	Dedication	Collaboration
Equity	Responsiveness	

2021 ORGANIZATIONAL PRIORITIES

A. Complete contract extension with City of Spokane

- Form working group with City Council and Administration- January 2021
- Secure extension approval – April 2021

B. Sustain Sound Financial Cash Management- ongoing

- Maintain financial liquidity, solvency, and compliance with GAAP, RCW 35.87A.010 and Spokane Municipal Code 04.31.030
- Identify new sources of revenue
- Develop contingency financial plan for economic downturn- January 2021
- Continue to exercise sound and flexible expense management practices to ensure operating within our means at all times

C. Strengthen Communications and Customer Relations

- Initiate customer survey program- February 2021
- Memorialize BID board process for continual feedback and improvement loop
- Sustain and enhance communications with customers, Council, Mayor and other strategic partners

2021 STRATEGIC PRIORITIES

A. Economic Development Support

- Expand on strategic partnerships with regional economic development organizations that leverage scarce resources and deliver stronger outcomes
- Foster relationships with and identify specific strategies for assisting in the support and growth of minority owned businesses.
- Continue and expand our offerings of relevant business recovery tools and financial assistance to our business customers
- Provide innovative methods for activating spaces and attracting commerce
- Continue to expand our community's access to a variety of rich cultural experiences in downtown
- Launch a "safe return to work" campaign meant to encourage and support the safe return of employees so vital to the downtown economic ecosystem

- Strengthen our data library and publish 2021 “State of Downtown” report in support for our economic development partners in their recruitment and retention of initiatives

B. Maintenance Services (Clean-Beautiful)

- Go beyond sidewalk cleaning to improve pedestrian experiences in public spaces
 - Improve cleanliness and beautification of improved alleyways
 - Achieve permanent improvement of the conditions of our RR viaducts
- Strive for physical improvements to sidewalks by expanding sources of revenues
 - Utilize foundation to pursue improved street tree conditions and health (including new grates)
 - Pursue grant funding to conduct sidewalk electrical repairs
 - Support DSP efforts to establish a TIF district for purposes of funding this priority
- Reallocate positive fund balance derived through aggressive expense management into strategic recovery initiatives for our members

C. Security Ambassador Program (Safe and Inviting)

- Work with businesses, visitors and City partners to reevaluate the role and image of ambassador team and to consider pivoting back to truer “ambassador” role
- Promote a safe pedestrian and customer experience through the continuation of CPTED education and rebate program.
- Expand on our strong partnerships with non-profits and service providers to increase access to services, housing and employment for people experiencing homelessness

D. Marketing, Promotional Programs and Special Events (Vibrant)

- Reimagine comprehensive and achievable activation and event program for the purposes of driving downtown economic development, expanding culturally diverse experiences and enhancing our residential quality of life.
- Activate alley spaces to expand on the downtown “vibe”, reduce nuisance activity and encourage community engagement and gathering
- Continue refining marketing and promotions campaign for more immediate recovery outcomes and to align with the new community paradigm

E. Parking and Transportation Programs

- Gain support from City and stakeholders for implementing key elements of Parking Study including parking add-backs and angled parking in select neighborhoods within downtown
- Increase long-term parking stock for residential and workforce population
- Reinvigorate the Council’s Parking Advisory Committee
- Support the City selection and roll out of new parking technology
- Regain growth lost due to Covid of rebranded STA “Shuttle Park” program
- Grow parking validation programs

BUSINESS IMPROVEMENT DISTRICT

FY21 Budget

Approved On

November 18th, 2020

4 Year Budget Projection

net by period (ACCRUAL)		119	121,946	(93,569)	920	5,121	4,052
		FY20 Budget	FY20 Projected	FY21 Budget	FY22 Budget	FY23 Budget	FY24 Budget
INCOME FROM OPERATIONS							
	REVENUE						
	4010.00 Assessment Income	1,380,885	1,380,885	1,428,734	1,471,596	1,515,744	1,561,216
	5010.01 Uncollectable	(41,427)	(17,670)	(71,437)	(58,864)	(45,472)	(46,836)
	6109.03 Assessment Discount from CPTED Program (Expense)	(23,000)	0	(9,037)	(13,963)	0	0
	4065.01 Event Sponsorship Revenue	41,550	11,300	38,550	38,550	38,550	38,550
	4061.00 Banners & Promotional Theming	7,000	320	2,000	2,000	2,000	2,000
	4016.00 Assessment Income Adjustments	5,000	2,400	2,500	4,000	4,000	4,000
	4050.00 Security & Maintenance Contract	100,000	100,000	100,000	100,000	100,000	100,000
	4079.00 Other Programs Revenue	14,100	14,805	15,000	16,000	16,000	16,000
	4090.00 District Campaign	9,100	0	5,000	9,000	9,000	9,000
	4090.00 Restricted CARES Act Grant Contributions due COVID19	0	90,046	0	0	0	0
	4200.03 Interest Income	2,169	269	420	491	573	669
	TOTAL REVENUE	1,495,377	1,582,356	1,511,730	1,568,809	1,640,394	1,684,599
EXPENSES FROM OPERATIONS							
	MARKETING						
	5110.01 Advertising Campaign	115,000	67,002	90,000	100,000	115,000	115,000
	5120.01 District Campaign	9,000	0	5,000	9,000	9,000	9,000
	5480.01 Spokane Arts Fund	5,000	5,000	5,000	5,000	5,000	5,000
	TOTAL MARKETING	129,000	72,002	100,000	114,000	129,000	129,000
	COMMUNICATIONS						
	5597.01 Website	3,440	3,002	4,000	4,500	4,500	5,000
	5600.01 Ratepayer Outreach	3,000	2,589	6,000	6,000	6,000	6,000
	5601.01 Collateral & Writing Contractor	4,500	2,159	4,500	4,500	4,500	4,500
	TOTAL COMMUNICATIONS	10,940	7,750	14,500	15,000	15,000	15,500
	EVENTS/PROGRAMMING						
	5817.01 Horse & Carriage	14,000	8,700	14,000	14,000	14,000	14,000
	5820.01 Holiday Events	6,000	3,256	6,000	6,000	6,000	6,000
	5821.01 First Friday	5,000	1,299	5,000	5,000	5,000	5,000
	5822.01 Opp Fund + Plaza Street Events + Spring Spokane	13,550	2,459	20,000	13,550	13,550	13,550
	5890.01 Event and Hospitality Ambassadors	12,886	0	10,065	11,065	15,065	15,065
	TOTAL EVENTS	51,436	15,714	55,065	49,615	53,615	53,615
	COMMON AREA SERVICES						
	6010.02 Ambassador-Clean Team Expenses	40,000	41,940	43,000	44,000	45,000	46,000
	6423.02 Banners & Promotional Theming	10,000	5,140	4,000	4,000	5,000	5,000
	8290.02 Security Ambassadors Salaries, Benefits, and Taxes	422,967	382,492	444,856	458,202	471,948	486,107
	8290.03 Clean Team Salaries, Benefits, and Taxes	271,391	188,391	278,969	287,338	295,958	304,837
	TOTAL COMMON AREA SERVICES	744,358	617,963	770,826	793,540	817,907	841,944
	OPERATIONS & TRANSPORTATION						
	6347.02 Parking Education & Shuttle Park	11,600	9,169	13,000	14,000	14,000	14,000
	6440.02 Supplies	3,600	3,418	3,600	4,000	5,000	5,000
	6441.02 Easy Park & Parking Program Expenditure	1,000	500	1,000	2,000	2,000	2,000
	TOTAL OPERATIONS & TRANSPORTATION	16,200	13,087	17,600	20,000	21,000	21,000
	BID ADMINISTRATION						
	8205.03 Office Overhead Expenses	36,100	40,772	42,500	43,350	44,217	45,101
	8205.04 Rent	49,992	50,257	51,000	52,020	53,060	54,122
	8205.05 Legal and Accounting	8,899	8,640	8,900	9,167	9,442	9,725
	8205.06 Storage Fees	3,060	3,040	3,060	3,091	3,122	3,153
	8205.07 Liability and Director & Officers Insurance	16,000	16,274	16,900	18,000	19,000	20,000
	8210.03 Data Base Development	3,100	377	1,000	1,000	1,000	1,000
	8510.07 City Administrative Fees	8,000	8,000	8,000	8,000	8,000	8,000
	8290.01 Admin Salaries, Benefits, and Taxes	394,673	370,028	403,948	420,106	436,910	454,387
	TOTAL BID ADMINISTRATION	519,824	497,388	535,308	554,734	574,751	595,488
	PLANNING, DEVELOPMENT & OTHER						
	6427.02 Beautification & Flowers	19,500	11,754	13,000	15,000	15,000	15,000
	6535.02 CARES Act Grant COVID19 Related Initiatives	0	90,046	0	0	0	0
	7010.05 Business Recruitment Initiative	2,000	2,725	2,000	3,000	4,500	4,500
	6636.02 Board Designation COVID19 Marketing Campaign	0	100,000	0	0	0	0
	7010.06 Board Designation COVID19 Recovery Initiatives	0	0	65,000	0	0	0
	7011.06 Board Designation COVID19 Cultural and Placemaking Events	0	0	30,000	0	0	0
	7015.06 Racial, Equity and Inclusion Development & Training	0	20,000	0	0	0	0
	7016.06 BID Consulting Contract BDS	0	5,000	0	0	0	0
	8318.04 Urban Development & Planning Initiatives	2,000	6,981	2,000	3,000	4,500	4,500
	TOTAL PLANNING, DEVELOPMENT & OTHER	23,500	236,506	112,000	21,000	24,000	24,000
	TOTAL EXPENSES	1,495,258	1,460,410	1,605,299	1,567,889	1,635,273	1,680,546
	TOTAL NET	119	121,946	(93,569)	920	5,121	4,052
	*FUTURE FIXED ASSET_VEHICLE REPLACEMENT IN 2024 (BOARD DESIGNATIONS)	5,000	5,000	5,000	5,000	5,000	5,000
	*FUTURE FIXED ASSET_IT CAPITAL INVESTMENT BEYOND 2025 (BOARD DESIGNATIONS)	5,600	5,600	5,600	5,600	5,600	5,600
	DEPRECIATION OF IT CAPITAL INVESTMENT	(8,424)	(20,000)	(19,000)	(17,000)	(16,000)	(15,000)
	PROJECTED BEGINNING FUND BALANCE	356,644	356,644	438,131	325,562	309,482	298,604
	BOARD DESIGNATION CONSULTANT DOWNTOWN PLAN - 2019 Carried Over and Available	0	(15,841)	0	0	0	0
	BOARD DESIGNATIONS DOWNTOWN PLAN OUTREACH - 2019 Carried Over and Available	0	(4,618)	0	0	0	0
	PROJECTED ENDING FUND BALANCE	348,339	438,131	325,562	309,482	298,604	287,656
	17% OPERATING RESERVE	(254,194)	(248,270)	(272,901)	(266,541)	(277,996)	(285,693)
	FUND BALANCE MINUS OPERATING RESERVE	94,145	189,861	52,661	42,941	20,607	1,963



Agenda Sheet for City Council Meeting of:
10/26/2020

Date Rec'd	10/14/2020
Clerk's File #	FIN 2020-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	PAUL INGIOSI 625-6061
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - BUDGET HEARINGS

Agenda Wording

Hearings for review of the 2021 Proposed Budget beginning Monday, November 2, 2020 and continuing thereafter at the regular City Council meetings through December 7, 2020.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the 2021 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 2, 2020 and are currently scheduled to continue each Monday through December 7, 2020. The City Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	INGIOSI, PAUL	<u>Study Session\Other</u>	Finance Committee - 10/19/20
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	Council President Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/23/2020

Date Rec'd

11/9/2020

Clerk's File #

ORD C35983

Renews #**Cross Ref #****Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Contact Name/Phone**

INGA NOTE 625-6331

Project #**Contact E-Mail**

INOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4250 - ORDINANCE AMENDING SMC 17A.020 STREET DESIGN STANDARDS

Agenda Wording

An ordinance relating to Design Standards amending SMC sections 17A.020.010, 17A.020.020, 17A.020.030, 17A.020.130, 17A.020.160, 17A.020.190 and 17A.020.200 of the Spokane Municipal Code.

Summary (Background)

Ordinance amending many definitions in SMC 17A.020 to better align with the Design Standards Chapter 3 update. The following definitions are proposed for update: All Weather Surface, Arterial, Bicycle Facilities, Clear View Triangle, Clear Zone, Collector Arterial, Curb Ramp, Minor Arterials, Parkway, Principal Arterial, Shared Use Pathway, and Traveled Way.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MILLER, KATHERINE E

Study Session\Other

PIES 10/26/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

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ORDINANCE NO. C35983

AN ORDINANCE relating to Design Standards; amending SMC sections 17A.020.010, 17A.020.020, 17A.020.030, 17A.020.130, 17A.020.160, 17A.020.190 and 17A.020.200 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is updating Chapter 3 of the Design Standards, and as such must ensure consistency with Chapter 17A.020; and

WHEREAS, on July 16, 2020 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to development regulations; and

WHEREAS, on July 22, 2020 a State Environmental Policy Act (SEPA) checklist was issued with a request for comments on the proposal, many comments were received and incorporated into the document; and

WHEREAS, on August 31, 2020 a Determination of Non-Significance was issued by the responsible official, and no appeal was received prior to the deadline of September 22, 2020; and

WHEREAS, on or about October 14, 2020 following a 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 the Engineering Standards in Chapter 17 SMC; -

Now Therefore, the City of Spokane does ordain:

Section 1. That SMC section 17A.020.010 is amended to read as follows:

17A.020.010 “A” Definitions

A. Abandoned Sign Structure.

[See SMC 17C.240.015.](#)

B. Aboveground Storage Tank or AST.

Any one or connected combination of tanks that is used to contain an accumulation of liquid critical materials and the aggregate volume of which (including the volume of piping connected thereto) is more than sixty gallons and the entire exterior surface area of the tank is above the ground and is able to be fully visually inspected. Tanks located in vaults or buildings that are to be visually inspected are considered to be aboveground tanks.

C. Accepted.

A project for which the required plans have been found to be technically adequate.

D. Accessory Dwelling Unit (ADU).

An accessory dwelling unit is a separate additional living unit, including separate kitchen, sleeping, and bathroom facilities, attached or detached from the primary residential unit, on a single-family lot. ADUs are known variously as:

1. "Mother-in-law apartments,"
2. "Accessory apartments," or
3. "Second units."

E. Accessory Structure.

A structure of secondary importance or function on a site. In general, the primary use of the site is not carried on in an accessory structure.

1. Accessory structures may be attached or detached from the primary structure.
2. Examples of accessory structures include:
 - a. Garages,
 - b. Decks,
 - c. Fences,
 - d. Trellises,
 - e. Flagpoles,
 - f. Stairways,
 - g. Heat pumps,
 - h. Awnings, and
 - i. Other structures.
3. See also [SMC 17A.020.160](#) ("Primary Structure").

F. Accessory Use.

A use or activity which is a subordinate part of a primary use and which is clearly incidental to a primary use on a site.

G. Activity.

See Regulated Activity.

H. Administrative Decision.

A permit decision by an officer authorized by the local government. The decision may be for approval, denial, or approval with conditions and is subject to the applicable development standards of the land use codes or development codes.

I. Adult Bookstore or Adult Video Store.

1. A commercial establishment which, as one of its principal business activities, offers for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of "specified anatomical areas," as defined in [SMC 17A.020.190](#), or "specified sexual

activities,” as defined in [SMC 17A.020.190](#). A “principal business activity” exists where the commercial establishment meets any one or more of the following criteria:

- a. At least thirty percent of the establishment’s displayed merchandise consists of said items; or
 - b. At least thirty percent of the retail value (defined as the price charged to customers) of the establishment’s displayed merchandise consists of said items; or
 - c. At least thirty percent of the establishment’s revenues derive from the sale or rental, for any form of consideration, of said items; or
 - d. The establishment maintains at least thirty percent of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in “floor space maintained for the display, sale, and/or rental of said items”); or
 - e. The establishment maintains at least five hundred square feet of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in “floor space maintained for the display, sale, and/or rental of said items”); or
 - f. The establishment regularly offers for sale or rental at least two thousand of said items; or
 - g. The establishment regularly features said items and regularly advertises itself or holds itself out, in any medium, by using “adult,” “XXX,” “sex,” “erotic,” or substantially similar language, as an establishment that caters to adult sexual interests.
2. For purposes of this definition, the term “floor space” means the space inside an establishment that is visible or accessible to patrons, excluding restrooms.

J. Adult Business.

An “adult bookstore or adult video store,” an “adult entertainment establishment,” or a “sex paraphernalia store.”

K. Adult Entertainment Establishment.

1. An “adult entertainment establishment” is an enclosed building, or any portion thereof, used for presenting performances, activities, or material relating to “specified sexual activities” as defined in [SMC 17A.020.190](#) or “specified anatomical areas” as defined in [SMC 17A.020.190](#) for observation by patrons therein.
2. A motion picture theater is considered an adult entertainment establishment if the preponderance of the films presented is distinguished or characterized by an emphasis on the depicting or describing of “specified sexual activities” or “specified anatomical areas.”

3. A hotel or motel providing overnight accommodations is not considered an adult entertainment establishment merely because it provides adult closed circuit television programming in its rooms for its registered overnight guests.

L. Adult Family Home.

A residential use as defined and licensed by the state of Washington in a dwelling unit.

M. Agency or Agencies.

The adopting jurisdiction(s), depending on the context.

N. Agricultural Activities.

1. Pursuant to WAC 173-26-020(3)(a), agricultural uses and practices including, but not limited to:
 - a. Producing, breeding, or increasing agricultural products;
 - b. Rotating and changing agricultural crops;
 - c. Allowing land used for agricultural activities to lie fallow in which it is plowed and tilled but left unseeded;
 - d. Allowing land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions;
 - e. Allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement;
 - f. Conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment;
 - g. Maintaining, repairing, and replacing agricultural facilities, provided that the replacement facility is not closer to the shoreline than the original facility; and
 - h. Maintaining agricultural lands under production or cultivation.
2. The City of Spokane shoreline master program defines agriculture activities as:
 - a. Low-intensity agricultural use is defined as passive grazing and plant cultivation; or
 - b. High-intensity agricultural use includes such activities as feedlots, feed mills, packing plants, agricultural processing plants or warehouse for the purpose of processing, packing, and storage of agricultural products.

O. Agricultural Land.

Areas on which agricultural activities are conducted as of the date of adoption of the updated shoreline master program pursuant to the State shoreline guidelines as evidenced by aerial photography or other documentation. After the effective date of the SMP, land converted to agricultural use is subject to compliance with the requirements herein.

P. AKART.

An acronym for “all known, available, and reasonable methods to control toxicants” as used in the sense of the state Water Pollution Control Act and RCW 90.48.520 thereof. AKART shall represent the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants associated with a discharge. The concept of AKART applies to both point and nonpoint sources of pollution.

Q. Alkali Wetlands.

Alkali wetlands means wetlands characterized by the occurrence of shallow saline water. In eastern Washington, these wetlands contain surface water with specific conductance that exceeds three thousand micromhos/cm. They have unique plants and animals that are not found anywhere else in eastern Washington such as the alkali bee. Conditions within these wetlands cannot be easily reproduced through compensatory mitigation.

R. All Weather Surface.

A road surface which emergency vehicles and typical passenger vehicles can pass in all types of weather. If unpaved, the top course should be six inches minimum of compacted crushed rock meeting standards for a roadway surface.

~~((R.))~~ S. Alley.

See “Public Way” ([SMC 17A.020.160](#)).

~~((S.))~~ T. Alteration.

A physical change to a structure or site.

1. Alteration does not include normal maintenance and repair or total demolition.
2. Alteration does include the following:
 - a. Changes to the facade of a building.
 - b. Changes to the interior of a building.
 - c. Increases or decreases in floor area of a building; or
 - d. Changes to other structures on the site, or the development of new structures.

~~((T.))~~ U. Alteration of Plat, Short Plat, or Binding Site Plan.

The alteration of a previously recorded plat, short plat, binding site plan, or any portion thereof, that results in a change to conditions of approval or the deletion of existing lots or the change of plat or lot restrictions or dedications that are shown on the recorded plat. An alteration does not include a boundary line adjustment subject to [SMC 17G.080.030](#).

~~((U.))~~ V. Alternative or Post-incarceration Facility.

A group living use where the residents are on probation or parole.

((V. [Deleted]))

W. [Deleted]

X. [Deleted]

Y. [Deleted]

Z. API 653.

The American Petroleum Institute's standards for tank inspection, repair, alteration, and reconstruction.

AA. Appeal.

A request for review of the interpretation of any provision of [Title 17 SMC](#).

AB. Appeal – Standing For.

As provided under RCW 36.70C.060, persons who have standing are limited to the following:

1. The applicant and the owner of property to which the land use decision is directed; and
2. Another person aggrieved or adversely affected by the land use decision, or who would be aggrieved or adversely affected by a reversal or modification of the land use decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:
 - a. The land use decision has prejudiced or is likely to prejudice that person;
 - b. That person's asserted interests are among those that the local jurisdiction was required to consider when it made the land use decision;
 - c. A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the land use decision; and
 - d. The petitioner has exhausted his or her administrative remedies to the extent required by law (RCW 36.70C.060).

AC. Applicant.

An application for a permit, certificate, or approval under the land use codes must be made by or on behalf of all owners of the land and improvements. "Owners" are all persons having a real property interest. Owners include:

1. Holder of fee title or a life estate;
2. Holder of purchaser's interest in a sale contract in good standing;
3. Holder of seller's interest in a sale contract in breach or in default;
4. Grantor of deed of trust;
5. Presumptively, a legal owner and a taxpayer of record;
6. Fiduciary representative of an owner;

7. Person having a right of possession or control; or
8. Any one of a number of co-owners, including joint, in common, by entireties, and spouses as to community property.

AD. Application – Complete.

An application that is both counter-complete and determined to be substantially complete as set forth in [SMC 17G.060.090](#).

AE. Aquaculture.

The farming or culture of food fish, shellfish, or other aquatic plants or animals in freshwater or saltwater areas, and may require development such as fish hatcheries, rearing pens and structures, and shellfish rafts, as well as use of natural spawning and rearing areas. Aquaculture does not include the harvest of free-swimming fish or the harvest of shellfish not artificially planted or maintained, including the harvest of wild stock geoducks on DNR-managed lands.

AF. Aquatic Life.

Shall mean all living organisms, whether flora or fauna, in or on water.

AG. Aquifer or Spokane Aquifer.

A subterranean body of flowing water, also known as the Spokane-Rathdrum Aquifer, that runs from Pend Oreille Lake to the Little Spokane River.

AH. Aquifer Sensitive Area (ASA).

That area or overlay zone from which runoff directly recharges the aquifer, including the surface over the aquifer itself and the hillside areas immediately adjacent to the aquifer. The area is shown in the map adopted as part of [SMC 17E.050.260](#).

AI. Aquifer Water Quality Indicators.

Common chemicals used for aquifer water quality screening. These are:

1. Calcium,
2. Magnesium,
3. Sodium,
4. Total hardness,
5. Chloride,
6. Nitrate-nitrogen, and
7. Phosphorus.

AJ. Archaeological Areas and Historical Sites.

Sites containing material evidence of past human life, such as structures and tools and/or cultural sites with past significant historical events. These sites are a nonrenewable resource and provided a critical educational link with the past.

AK. Architectural feature.

Ornamental or decorative feature attached to or protruding from an exterior wall or roof, including cornices, eaves, belt courses, sills, lintels, bay windows, chimneys, and decorative ornaments.

AL. Architectural Roof Structure.

Minor tower or turret extending from the cornice or main roof line of a building, typically highlighting a primary corner or building entry. For purposes of the FBC, such features may not be occupied.

1. Area of Shallow Flooding.
A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM).
2. The base flood depths range from one to three feet.
3. A clearly defined channel does not exist.
4. The path of flooding is unpredictable and indeterminate.
5. Velocity flow may be evident.
6. AO is characterized as sheet flow and AH indicates ponding.

AM. Area of Shallow Flooding.

A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM).

1. The base flood depths range from one to three feet.
2. A clearly defined channel does not exist.
3. The path of flooding is unpredictable and indeterminate.
4. Velocity flow may be evident.
5. AO is characterized as sheet flow and AH indicates ponding.

AN. Area of Special Flood Hazard.

The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.

AO. Arterial.

See:

1. "Principal Arterials" – [SMC 17A.020.160](#),
2. "Minor Arterials" – [SMC 17A.020.130](#), or
3. "Collector Arterial" – [SMC 17A.020.030](#) ~~((or))~~
~~((4. "Parkway" – SMC 17A.020.160.))~~

AP. Articulation.

The emphasis of architectural elements, such as windows, balconies, and entries that create a complementary pattern or rhythm, dividing the buildings into smaller identifiable pieces.

AQ. Assisted Living Facility.

A multi-family residential use licensed by the state of Washington as a boarding home pursuant to chapter 18.20 RCW, for people who have either a need for

assistance with activities of daily living (which are defined as eating, toileting, ambulation, transfer [e.g., moving from bed to chair or chair to bath], and bathing) or some form of cognitive impairment but who do not need the skilled critical care provided by nursing homes.

1. An "assisted living facility" contains multiple assisted living units.
2. An assisted living unit is a dwelling unit permitted only in an assisted living facility.

AR. Attached Housing.

Two or more dwelling units that are single-family residences on individual lots attached by a common wall at a shared property line. These include:

1. Townhouses,
2. Row houses, and
3. Other similar structures

AS. Attached Structure.

Any structure that is attached by a common wall to a dwelling unit.

1. The common wall must be shared for at least fifty percent of the length of the side of the principal dwelling.
2. A breezeway is not considered a common wall.
3. Structures including garages, carports, and house additions attached to the principal dwelling unit with a breezeway are still detached structures for purposes of this chapter and its administration.

AT. Available Capacity.

~~((AU.))~~ Capacity for a concurrency facility that currently exists for use without requiring facility construction, expansion, or modification (RCW 76.70A.020).

~~((AV.))~~ AU. Average Grade Level.

Means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property on that part of the lot to be occupied by the building or structure as measured by averaging the elevations at the center of all exterior walls of the proposed structure.

~~((AW.))~~ AV. Awning

A roof-like cover, often made of fabric or metal, designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof of a structure over a window, walk, or door.

Section 2. That SMC section 17A.020.020 is amended to read as follows:

17A.020.020 "B" Definitions

A. Backed Sign.

[See SMC 17C.240.015.](#)

B. Balloon Sign.

[See SMC 17C.240.015.](#)

C. Bank Carving.

The incorporation of masses of alluvium or other weak bank materials into a stream channel because of undermining, usually in high flow stages.

D. Bank Erosion.

The incorporation of masses of alluvium or other weak bank materials into a stream channel.

E. Bankfull Width.

1. For streams, the measurement of the lateral extent of the water surface elevation perpendicular to the channel at bankfull depth. In cases where multiple channels exist, bankfull width is the sum of the individual channel widths along the cross-section.
2. For lakes, ponds, and impoundments, line of mean high water.
3. For periodically inundated areas of associated wetlands, line of periodic inundation, which will be found by examining the edge of inundation to ascertain where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland.

F. Banner.

[See SMC 17C.240.015.](#)

G. Bas-relief.

Sculptural form in which shapes or figures are carved in a flat surface and project only slightly from the background.

H. Base Flood.

1. The flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the “one hundred year flood.”
2. Designation on maps always includes the letters A or V.

I. Basement.

The portion of a building having its floor sub-grade (below ground level) on all sides.

J. Bedrock.

Means a general term for rock, typically hard, consolidated geologic material that underlies soil or other unconsolidated, superficial material or is exposed at the surface.

K. Bee.

Any stage of development of the common domestic honeybee, *Apis mellifera* species.

L. Beekeeper.

A person owning, possession, or controlling one or more colonies of bees.

M. Best Available Science.

Current scientific information used in the process to designate, protect, or restore critical areas, which is derived from a valid scientific process.

N. Best Management Practices.

The utilization of methods, techniques, or products that have been demonstrated to be the most effective and reliable in minimizing environmental impacts.

O. ~~((Bikeways/Pathways))~~ Bicycle Facilities

Facilities designated for use by ~~((commuters and recreational users on foot or bicycle))~~ bicyclists and sometimes by other non-motorized users. The following types of bikeway facilities are identified and further defined in the ~~((Spokane Regional Pedestrian/Bikeway Plan published by the Spokane Regional Transportation Council))~~ Comprehensive Plan:

1. ~~((Residential bikeway))~~ Bike-Friendly Route.
2. Shared~~((-use))~~ lane.
3. ~~((Paved shoulder))~~ Neighborhood Greenway.
4. Bicycle lane, both striped and physically protected.
5. Shared-use pathway.

P. Binding Site Plan – Final.

A drawing to a scale which:

1. identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters provided in [SMC 17G.080.060](#);
2. contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land; and
3. contains provisions making any development be in conformity with the site plan.
4. A binding site plan can only be used on property zoned commercial or industrial.

Q. Binding Site Plan – Preliminary.

A neat and approximate drawing of a proposed binding site plan showing the general layout of streets, alleys, lots, blocks, and other elements required by this chapter. The preliminary binding site plan shall be the basis for the approval or disapproval of the general layout of a binding site plan.

R. Block.

A group of lots, tracts, or parcels within well-defined and fixed boundaries. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines, or a combination of the two, unless an alley is desired, in which case a block is comprised of two closed polygons bordered by street and alley right-of-way lines.

S. Block Frontage.

All of the property fronting on one side of a street that is between intersecting or intercepting streets, or that is between a street and a water feature, or end of a dead end street. An intercepting street determines only the boundary of the block frontage on the side of the street which it intercepts.

T. Board.

The board of county commissioners of Spokane County.

U. Boating Facilities.

Boating facilities include uses for boat or launch ramps. Boating facility use generally requires shoreline modification with impacts to the shoreline both waterward and landward of the ordinary high-water marks.

V. Boundary Line Adjustment.

A division made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site.

W. Breakaway Wall.

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

X. Breezeway.

A breezeway is a roofed passageway joining two separate structures.

Y. Building.

1. A "building" is a structure, or part, used or intended for supporting or sheltering any use or occupancy.
2. The term includes "factory-built structure" and "mobile home."
3. "Building" does not include a recreational vehicle.
4. "Building" means a structure that has a roof and is enclosed on at least fifty percent of the area of its sides for purposes of administration of zoning provisions.

Z. Building Base

The plinth or platform upon which a building wall appears to rest, helping

establish pedestrian-scaled elements and aesthetically tying the building to the ground.

AA. Building Coverage.

Building coverage is the total amount of ground area covered by a structure or structures.

1. For purposes of calculating building coverage, covered porches, covered decks, pergolas, trellis, or other feature covering a deck, patio or porch are considered structures and included in the building coverage calculations.
2. Building coverage also includes uncovered horizontal structures such as decks, stairways, and entry bridges that are more than forty-two inches above grade.
3. The calculation of building coverage includes the measurements of structures from the exterior wall including protrusions such as bay windows, but does not include the eave overhang.

AB. Building Envelope.

The area of a lot that delineates where a building may be placed.

AC. Building Frontage.

The length of any side of a building which fronts on a public street, measured in a straight line parallel with the abutting street

AD. Build-to Line.

An alignment establishing a certain distance from the property line (street right-of-way line) along which the building is required to be built.

AE. Bulkhead.

A solid or open pile wall erected generally parallel to and near the ordinary high-water mark for the purpose of protecting adjacent uplands from water or erosion. Bulkheads are considered a “hard” shoreline stabilization measure.

Section 3. That SMC section 17A.020.030 is amended to read as follows:

17A.020.030 “C” Definitions

A. Candidate Species.

A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.

B. Carport.

A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.

C. Cellular Telecommunications Facility.

They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.

D. Central Business District.

The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.

E. Certificate of Appropriateness.

Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

F. Certificate of Capacity.

A document issued by the planning services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL).

An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use.

For purposes of modification of a preliminary plat, “change of use” shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ).

A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization.

The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

K. City.

The City of Spokane, Washington.

L. Clear Street Width.

The width of a street from curb to curb minus the width of on-street parking lanes.

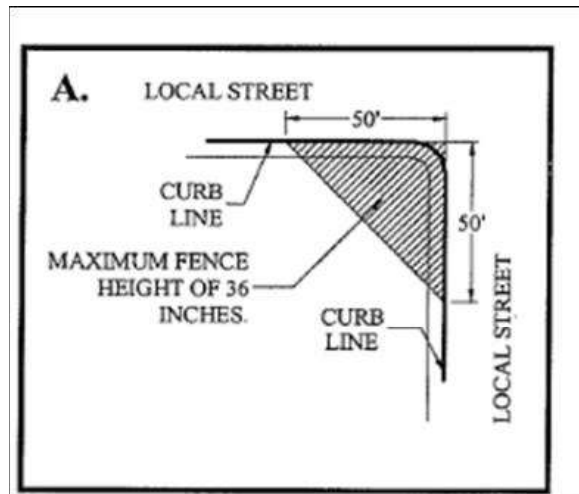
M. Clear Pedestrian Zone.

Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

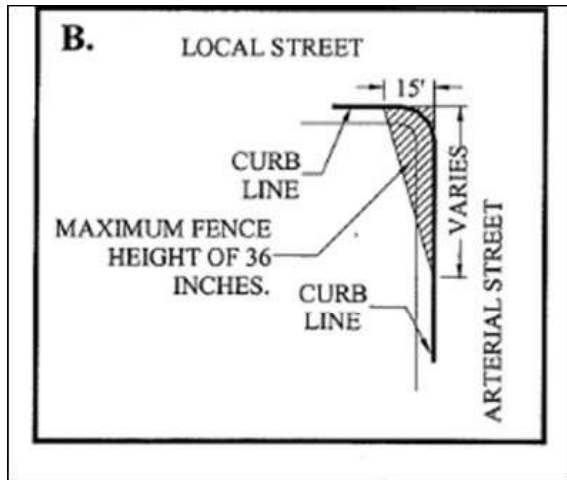
N. Clear View Triangle.

A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

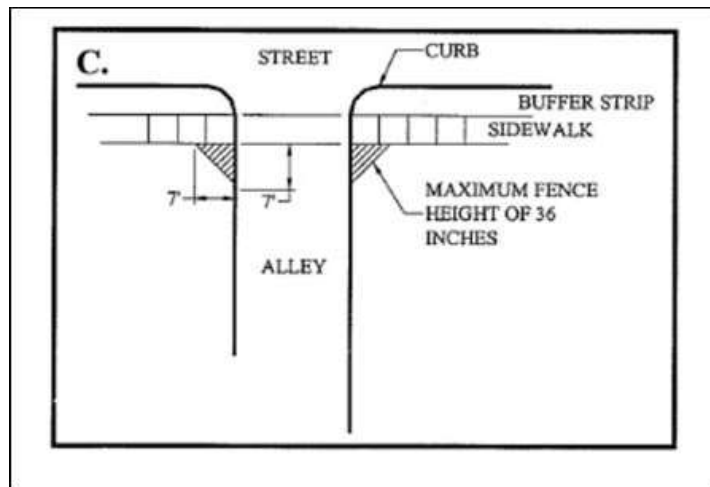
1. Intersection of two local streets: A right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street((; or)).



2. Intersection of local and arterial: A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet, or when the arterial speed limit is 40 mph or greater the dimensions of the triangle shall be determined by Street Department staff using AASHTO's A Policy on Geometric Design as a reference.((; or))



3. Alleys: A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
- the inside line of the sidewalk; or
 - if there is no sidewalk, a line seven feet inside the curb line.



O. Clear Zone.

((An unobstructed, relatively flat area provided beyond the edge of the traveled way for the recovery of errant vehicles.)) The roadside area free of obstacles, starting at the edge of the traveled way.

P. Clearing.

The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

Q. Cliffs.

1. A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.
2. A "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

R. Closed Record Appeal Hearing.

A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

S. Collector Arterial.

~~((A relatively low speed street serving an individual neighborhood.))~~ Collector arterials (consisting of Major and Minor Collectors) collect and distribute traffic from local streets to principal and minor arterials. They serve both land access and traffic circulation.

~~((1. Collector arterials are typically two-lane roads with on-street parking.))~~

~~((2. Their function is to collect and distribute traffic from local access streets to principal and minor arterials.))~~

T. Co-location.

Is the locating of wireless communications equipment from more than one provider on one structure at one site.

U. Colony.

A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

V. Commercial Driveway.

Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

W. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

X. Commission – Historic Landmarks.

The City/County historic landmarks commission.

Y. Community Banner.

See [SMC 17C.240.015](#).

Z. Community Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

1. A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.
2. A community meeting does not constitute an open record hearing.
3. The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

AA. Compensatory Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

1. Restoration.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.

2. Re-establishment.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

3. Rehabilitation.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

4. Creation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

5. Enhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present.

Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6. Protection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

AB. Comprehensive Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

AC. Conceptual Landscape Plan.

A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter [17C.200 SMC](#).

1. The type of landscaping, L1, L2, or L3, is required to be labeled.
2. It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

AD. Concurrency Certificate.

A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter [17D.010 SMC](#), Concurrency Certification.

AE. Concurrency Facilities.

Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,
2. public water,
3. fire protection,
4. police protection,
5. parks and recreation,
6. libraries,
7. solid waste disposal and recycling,
8. schools, and

9. public wastewater (sewer and stormwater).

AF. Concurrency Test.

The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in [SMC 17D.010.020](#).

AG. Conditional Use Permit.

A "conditional use permit" and a "special permit" are the same type of permit application for purposes of administration of this title.

AH. Condominium.

Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

AI. Confidential Shelter.

Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

AJ. Congregate Residence.

A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

AK. Conservancy Environments.

Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

AL. Container.

Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

AM. Context Areas

Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

AN. Contributing Resource

Contributing resource is any building, object, structure, or site which adds to the historical integrity, architectural quality, or historical significance of the local or federal historic district within which the contributing resource is located.

AO. Conveyance.

In the context of chapter [17D.090 SMC](#) or chapter [17D.060 SMC](#), this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

AP. Conveyance System.

In the context of chapter [17D.090 SMC](#) or chapter [17D.060 SMC](#), this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

AQ. Copy.

See [SMC 17C.240.015](#).

AR. Cottage Housing.

1. A grouping of individual structures where each structure contains one or two dwelling units.
2. The land underneath the structures may or may not be divided into separate lots.
3. A cottage housing development may contain detached accessory buildings for storing vehicles. It may also include a community building, garden shed, or other facility for use of the residents.
4. The types of units allowed in cottage housing development are detached cottages, attached unit homes and carriage units. For the purposes of [SMC 17C.110.350](#), the definitions of these types are:

- a. Cottage. A detached, single-family residential building.



b. Attached Unit Home. A structure containing two dwelling units designed to look like a single-family home.



c. Carriage Unit. A single-family dwelling unit located above a garage structure.



AR. Council.

The city council of the City of Spokane.

AS. County.

Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

AT. Covenants, Conditions, and Restrictions (CC&Rs).

A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

AU. Creep.

Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

AV. Critical Amount.

The quantity component of the definition of critical material.

AW. Critical Aquifer Recharge Areas (CARA).

Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

AX. Critical Areas.

Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under [chapter 17E.010 SMC](#), [chapter](#)

17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

AY. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

AZ. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to: domestic and industrial water supply,
 - a. domestic and industrial water supply,
 - b. agricultural irrigation,
 - c. stock water, and
 - d. fish propagation.

Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

BA. Critical Material Activity.

A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials. A list of critical materials activities is contained in the Critical Materials Handbook.

BB. Critical Materials Handbook.

The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.

1. The handbook is based on the original prepared by the Spokane water quality management program ("208") coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.

2. The handbook, as approved and modified by the division director of public works and utilities, contains:
 - a. a critical materials list,
 - b. a critical materials activities list, and
 - c. other technical specifications and information.
3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

BC. Critical Review.

The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

BD. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:
 - a. Application for a building permit where plans and specifications are required, except for Group R and M occupancies ([SMC 17G.010.140](#) and [SMC 17G.010.150](#)).
 - b. Application for a shoreline substantial development permit ([SMC 17G.060.070\(B\)\(1\)](#)).
 - c. Application for a certificate of occupancy ([SMC 17G.010.170](#)).
 - d. Application for a variance or a certificate of compliance ([SMC 17G.060.070\(A\)](#) or [SMC 17G.060.070\(B\)\(1\)](#)).
 - e. Application for rezoning ([SMC 17G.060.070\(A\)](#)).
 - f. Application for conditional permit ([SMC 17G.060.070\(A\)](#)).
 - g. Application for a business license ([SMC 8.01.120](#)).
 - h. Application for a permit under the Fire Code ([SMC 17F.080.060](#)).
 - i. Application for a permit or approval requiring environmental review in an environmentally sensitive area ([SMC 17E.050.260](#)).
 - j. Application for connection to the City sewer or water system.
 - k. Application for construction or continuing use of an onsite sewage disposal system ([SMC 13.03.0149](#) and [SMC 13.03.0304](#)).
 - l. Application for sewer service with non-conforming or non-standard sewage ([SMC 13.03.0145](#), [SMC 13.03.0314](#), and [SMC 13.03.0324](#)).
 - m. Application involving a project identified in [SMC 17E.010.120](#).
 - n. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.
 - o. Application for an underground storage tank permit ([SMC 17E.010.210](#)); and
 - p. Application for permit to install or retrofit aboveground storage tank(s) ([SMC 17E.010.060\(A\)](#) and [SMC 17E.010.400\(D\)](#)).

2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

BE. Critical Review Applicant.

A person or entity seeking a critical review action.

BF. Critical Review Officer – Authority.

1. The building official or other official designated by the director of public works and utilities.
2. For matters relating to the fire code, the critical review officer is the fire official.
3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.
5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter

BG. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

BH. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

BI. Curb Ramp.

A ramp constructed in the sidewalk to ~~((allow wheelchair access))~~ provide an accessible route from the sidewalk to the street.

BJ. Cutbank.

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 4. That SMC section 17A.020.130 is amended to read as follows:

17A.020.130 “M” Definitions

A. Main Assembly Area.

The principal room for persons gathering for religious services.

B. Maintenance.

Or “repair” means those usual activities required to prevent a decline, lapse, or cessation from a lawfully established condition or to restore the character, scope, size, and design of a serviceable area, structure, or land use to a state comparable to its previously authorized and undamaged condition. This does not include any activities that change the character, scope, or size of the original structure, facility, utility, or improved area beyond the original design.

C. Manufactured Home.

1. “Manufactured home” is a single-family dwelling unit constructed after June 15, 1976, built in accordance with department of housing and urban development Manufactured Home Construction and Safety Standards Act, which is a national, preemptive building code.
2. “Manufactured home accessory structure” is any attached or detached addition to a manufactured home, such as an awning, basement, carport, garage, porch, or storage structure, which is ordinarily appurtenant.

D. Manufactured Home Park.

Two or more manufactured homes or mobile homes used as dwelling units on a single parcel or lot.

E. Marquee Sign.

[See SMC 17C.240.015.](#)

F. Marsh.

A low, flat wetland area on which the vegetation consists mainly of herbaceous plants such as cattails, bulrushes, tules, sedges, skunk cabbage, or other hydrophytic plants. Shallow water usually stands on a marsh at least during part of the year.

G. Mean Annual Flow.

The average flow of a river or stream (measured in cubic feet per second) from measurements taken throughout the year. If available, flow data for the previous ten years should be used in determining mean annual flow.

H. Mining.

The extraction and removal of sand, gravel, minerals, or other naturally occurring material from the earth for economic use.

I. Minor Arterials

~~((A two- to four-lane facility which collects and distributes traffic from principal~~

~~arterials to collector arterials and local access streets.))~~ A street providing service for trips of moderate length, connecting the principal arterial system to local streets, generally prioritizing mobility over access, and providing intra-community circulation.

J. Mitigation – Mitigate.

An action which avoids a negative adverse impact and is reasonable and capable of being accomplished.

K. Mitigation – Mitigation Sequencing.

The use of any or all of the following actions listed in descending order of preference:

1. Avoiding the impact altogether by not taking a certain action or parts of an action.
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts.
3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.
4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
5. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; or
6. Monitoring the impact and the compensation project and taking appropriate corrective measures.

Mitigation may include a combination of the above measures.

L. Mobile Home.

A factory-built dwelling built prior to June 15, 1976, to standards other than the housing and urban development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since introduction of the housing and urban development Manufactured Home Construction and Safety Standards Act.

M. Mobile Home Park.

Any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy.

N. Modification to a Preliminary Plat, Short Plat, or Binding Site Plan.

A change, prior to recording, of an approved preliminary plat, preliminary short plat, or binding site plan that includes, but is not limited to, the addition of new lots or tracts, or a change of the boundaries or dimensions of lots or tracts.

O. Modular Home.

A single-family dwelling unit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) constructed in a factory in accordance with International Building Code and bearing the appropriate gold insignia indicating such compliance. The term includes “pre-fabricated,” “panelized,” and “factory-built” units.

P. Modulation.

A measured and proportioned inflection in a building’s face. Articulation, modulation, and their interval create a sense of scale important to residential buildings.

Q. Monitoring.

Periodic evaluation of a wetlands restoration, creation, or enhancement site or habitat management plan area to determine changes at the site, such as vegetation growth, hydrologic changes, soil development, and use of the site by birds and animals.

R. Monument.

A physical survey monument as shown in the City's standard plans.

S. Monument Sign.

[See SMC 17C.240.015.](#)

T. Multi-family Residential Building.

A common wall dwelling or apartment house that consists of three or more dwelling units.

U. Multiple Containment.

A means of spill or leak control involving a containment structure having one or more layers of material between the primary container and the environment.

1. Containment layers must be resistant to the material stored.
2. The volume within the containment system must be at least as large as the primary container.
3. Containment layers may be separated by an interstitial space.

V. Municipal Separate Storm Sewer System (MS4).

A conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

1. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under state law such as sewer district, flood control district, or drainage district, designated and approved management

- agency under section 208 of the Clean Water Act that discharges to water of the United States;
- 2. designed or used for collecting or conveying stormwater;
- 3. which is not a combined sewer; and
- 4. which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR (Code of Federal Regulation) 122.2.

W. MUTCD.

The U.S. department of transportation Manual on Uniform Traffic Control Devices.

Section 5. That SMC section 17A.020.160 is amended to read as follows:

17A.020.160 “P” Definitions

A. Painted Wall Highlights.

[See SMC 17C.240.015.](#)

B. Painted Wall Sign.

[See SMC 17C.240.015.](#)

C. Parcel.

See “Lot” ([SMC 17A.020.120](#)).

D. Parkway.

~~((1. A street serving as a principal, minor, or collector arterial, typically with recreational or scenic opportunities.))~~

~~((2. Parkways will often have landscaped medians.))~~

A thoroughfare designated as a collector or arterial, with a median reflecting the park-like character implied in the name - [SMC 17D.050A.040.U](#).

E. Party of Record.

Any person who has appeared at a hearing of the hearing examiner by presenting testimony or making written comment.

F. Paved Area.

- 1. An uncovered, hard-surfaced area or an area covered with a perforated hard surface (such as “Grasscrete”) that is able to withstand vehicular traffic or other heavy-impact uses.
- 2. Graveled areas are not paved areas.

G. Pedestrian Buffer Strips (PBS).

A hard-surfaced or planted area(s) between travel or parking lanes and sidewalks, also called planting strips. PBS improves safety by separating

vehicles and pedestrians and provide space for drainage, street trees and snow storage.

H. Pedestrian Path.

A continuous, unobstructed, reasonably direct route between an on-site parking lot and a Primary Building Entry designed and suitable for pedestrian use. Minimum requirements for Pedestrian Paths are listed in [Section 17C.123.040](#) of the FBC.

I. Pedestrian-Scaled Fixtures (lighting).

Pole-mounted light fixtures placed and designed to illuminate foot-traffic areas including exterior lots, pathways or sidewalks. For purposes of the HFBC, Pedestrian-Scaled Fixtures are defined by height as measured from ground to bottom of shade or bulb.

J. Pedestrian-Scaled Signs.

[See SMC 17C.240.015.](#)

K. Pedestrian Street.

1. A street designated on the official zoning map as a pedestrian street where development standards are required to promote a pedestrian friendly street. Pedestrian streets offer a pleasant and safe walking environment. Design features include minimal interruptions of the sidewalk by driveways, publicly usable site furnishing such as benches, tables, and bike racks, and visually interesting buildings close to the sidewalk.

L. Performance Guarantee.

A “financial guarantee” providing for and securing to the City the actual construction and installation of the required improvements.

M. Performance/Warranty Retainer.

A “financial guarantee” both providing for and securing to the City the actual construction and installation of such improvements, and securing to the City the successful operation of the improvements for two years after the City’s final inspection and acceptance of the improvements.

N. Permanent Erosion and Sediment Control Measures.

A combination of plants, mulch, sod, matting, erosion control blankets, and permanent structures that will provide long-term soil stabilization.

O. Permanent Sign.((1))

[See SMC 17C.240.015.](#)

P. Permanent Stabilization.

See Permanent Erosion and Sediment Control Measures.

Q. Permeable Sediment.

Sediment permitting the flow of water.

R. Person.

Any natural person, whether acting individually or in a representative capacity, partnership, joint venture, corporation, or other legal entity.

S. Pier.

Any platform structure, fill, or anchored device in or floating upon water bodies to provide moorage for watercraft engaged in commerce, including, but not limited to, wharves, mono-buoys, quays, ferry terminals, and fish weighing station.

T. Planned Capacity.

For all capital facilities, except transportation, capacity for a concurrency facility that does not exist, but for which the necessary facility construction, expansion, or modification project is contained in the current adopted City of Spokane comprehensive plan, capital improvement program and scheduled to be completed within six years. (RCW 36.70A.020).

U. Planned Capacity for Transportation Facilities.

Capacity for transportation facilities, including roads and transit, that does not exist, but where transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development.

1. These strategies may include:

- a. increased public transportation service,
- b. ride sharing programs,
- c. demand management, and
- d. other transportation systems management strategies.

2. For transportation facilities, “concurrent with the development” shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years (RCW 36.70A.070(6)(b)).

V. Planned Unit Development (PUD).

1. A planned unit development is a project permit for an overlay zone, approved by the hearing examiner, which does not fully comply with all of the development standards of the base zone in which it is located, but is approved based on superior or innovative design.
2. The City may permit a variety of types, design, and arrangement of structures and enable the coordination of project characteristics with features of a particular site in a manner consistent with the public health, safety, and welfare.

W. Plans.

Planning documents, which are developed by the various departments of the City, pertaining to the orderly development of public facilities.

X. Planting Zone.

Area for street trees, ground cover or other plantings; typically included herein as a portion of overall sidewalk width reserved for locating permanent trees and tree grates.

Y. Plat – Final.

A map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets, alleys, or other divisions and dedications and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

Z. Plat – Preliminary.

1. A neat and approximate drawing of a proposed subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a subdivision required by this chapter and chapter 58.17 RCW.
2. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

AA. Plaza.

Areas generally open to the public on a controlled basis and used for passive recreational activities and relaxation.

Plazas are paved areas typically provided with amenities, such as seating, drinking, and ornamental fountains, art, trees, and landscaping, for use by pedestrians.

AB. Plinth.

The base or platform upon which a building wall or column appears to rest, helping establish pedestrian-scaled elements and aesthetically tying the building to the ground.

AC. Pollutant.

Any substance which is prohibited or limited by applicable laws or regulations, which is released or discharged in conjunction with development. Any substance that causes or contributes to violation of air, land, or water quality standards, released or discharged.

AD. Pollution.

Contamination, or other alteration of the physical, chemical, or biological properties of air, land, water or wetlands, or such discharge of any liquid, gaseous, solid, radioactive, or other substance into air, land, water, or wetlands as will or is likely to cause a nuisance or render such air, land, water, or wetlands harmful, detrimental, or injurious to the public health, safety, or welfare,

or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wildlife, fish, native vegetation, or other aquatic life.

AE. Potential Geologically Hazardous Areas.

Areas designated on maps maintained in the City's planning services department. They are classified "potential" because they have not been confirmed by field investigation nor do they necessarily include the full extent of all geologically hazardous areas within the City. The maps are intended to alert property owners, purchasers, developers, etc., to the possible existence of significant geological hazards, which may warrant further geotechnical study.

AF. Practicable Alternative.

An alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes and having less impact to critical areas. It may involve using an alternative site in the general region that is available to the applicant and may feasibly be used to accomplish the project.

AG. Predevelopment Meetings.

Meetings between City or agency staff and an applicant or their representatives prior to formal submission of a detailed application. They are intended to provide an overview of the regulatory requirements, application process, and procedural submission requirements.

AH. Principal Buildings.

Where multiple buildings occupy a single lot, those buildings that are associated with the prevailing use of that site.

AI. Primary Building Entry.

Access or entrance of first rank, importance or value, visually associated with the prevailing ground-floor use of a building.

AJ. Primary Building Walls.

Any exterior building wall that faces a street and contains a public entrance to the occupant's premises or tenant space. If an individual tenant space does not have a street facing wall, or does not have a street facing wall containing a public entrance, then the primary building wall for that individual tenant space is any wall containing a public entrance that faces a parking area on the site. (See Figure 1, [SMC 17C.240.130](#), Primary Building Walls)

AK. Primary Container.

The container that is in direct contact with the material of concern during the course of normal transport, use, or storage.

AL. Primary Drainage Basin.

The basin of the stream or tributary within which a project is proposed, not including basins of major tributaries. For the purpose of this regulation the primary drainage basin of:

1. Latah Creek is not a part of the primary drainage basin of the Spokane River,
2. Marshall Creek is not a part of the primary drainage basin of Latah Creek.

AM. Primary Structure.

1. A structure or combination of structures of chief importance or function on a site. In general, the primary use of the site is carried out in a primary structure.
2. The difference between a primary and accessory structure is determined by comparing the size, placement, similarity of design, use of common building materials, and the orientation of the structures on a site.

AN. Primary Use.

1. An activity or combination of activities of chief importance on the site. One of the main purposes for which the land or structures are intended, designed or ordinarily used.
2. A site may have more than one primary use.

AO. Principal Arterials.

~~((A four to six lane street serving as a primary facility for access between the central business district, major employment districts, and major shopping centers.))~~ A street serving major activity centers, providing a high degree of mobility and serving the longest trip demands within the urban area.

AP. Priority Habitats.

Habitat areas determined by WDFW to have unique or significant value to many species and that meet one or more of the following criteria:

1. High wildlife density.
2. High species diversity.
3. Important wildlife breeding habitat.
4. Important wildlife seasonal ranges.
5. Important movement corridors.
6. Limited availability.
7. High vulnerability to habitat alteration.

AQ. Priority Species.

A wildlife species requiring protective measures for their perpetuation due to their population status, their sensitivity to habitat alteration, and/or their recreational importance.

AR. Private Street.

Roadway which is not controlled or maintained by a public authority, and which serve two or more properties.

AS. Project Permit or Project Permit Application.

Any land use or environmental permit or license required for a project action, including, but not limited to, building permits, short plats, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits, or approvals required by the critical area ordinance, and site specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations, except as otherwise specifically identified under RCW 36.70B.140.

AT. Projecting Sign.

[See SMC 17C.240.015.](#)

AU. Protected Species.

A general classification of animals by WDFW that includes all those species not classified as listed, game, fur-bearing, or non-protected. This also includes all birds not classified as game or non-protected.

AV. Proximity.

That two or more properties are either adjacent or separated by a street or alley.

AW. Public Access.

The public's right to get to and use the City's public waters, the water/land interface and associated shoreline area. It includes physical access that is either lateral (areas paralleling the shore) or perpendicular (an easement or public corridor to the shore), and/or visual access facilitated by means such as scenic streets and overlooks, viewing towers, and other public sites or facilities.

AX. Public Facilities.

Any City-owned, operated, or contracted public facility or service in whole, or in part, whether existing or planned, including, but not limited to:

1. parks,
2. recreation facilities,
3. playgrounds,
4. streets,
5. transportation facilities,
6. open spaces,
7. fire facilities,
8. storm water drainage ponds, and
9. all such appurtenances and improvements.

AY. Public Property.

Any City-owned real property, air space, or other interest in real estate, including streets, alleys, or other public rights-of-way, owned by or controlled by this municipality or any other governmental unit.

AZ. Public Way.

1. A dedicated "public way" is a tract of land:
 - a. conveyed or reserved by deed,
 - b. dedicated by plat, or
 - c. acquired by decree of court,
 - d. which has been accepted and dedicated by action of the city council to the public right-of-way and for secondary use as an easement for public utilities.
2. An "alley" is a public way, usually not exceeding sixteen feet in width, designed or intended to provide secondary access to abutting properties.

Section 6. That SMC section 17A.020.190 is amended to read as follows:

17A.020.190 "S" Definitions

A. Salmonid.

Belonging to the family of Salmonidae, including the salmons, trouts, chars, and whitefishes.

B. Sandwich Board Sign.

[See SMC 17C.240.015.](#)

C. Scrub-shrub Wetland.

An area of vegetated wetland with at least thirty percent of its surface area covered by woody vegetation less than twenty feet in height at the uppermost strata.

D. Secondary Building Walls.

Exterior building walls that are not classified as primary building walls.

E. Secondary Containment.

A means of spill or leak containment involving a second barrier or tank constructed outside the primary container and capable of holding the contents of the primary container.

F. Sediment.

Mineral or organic matter deposited as a result of erosion.

G. Sedimentation.

The settling and accumulation of particles such as soil, sand, and gravel, suspended in water or in the air.

H. SEPA Rules.

Chapter 197-11 WAC adopted by the department of ecology.

I. Service Area.

A geographic area defined by the City, which encompasses public facilities that are part of a plan.

J. Serviceable.

Means presently useable.

K. Setback.

The minimum distance required between a specified object, such as a building and another point. Setbacks are usually measured from lot lines to a specified object. In addition, the following setbacks indicate where each setback is measured from:

1. "Front setback" means a setback that is measured from a front lot line.
2. "Rear setback" means a setback that is measured from a rear lot line.
3. "Side setback" means a setback that is measured from a side lot line.
4. "Street setback" means a setback that is measured from a street lot line.

L. Sex Paraphernalia Store.

A commercial establishment that regularly features sexual devices and regularly advertises or holds itself out, in any medium, as an establishment that caters to adult sexual interests. This definition shall not be construed to include:

1. Any pharmacy, drug store, medical clinic, any establishment primarily dedicated to providing medical or healthcare products or services; or
2. Any establishment located within an enclosed regional shopping mall.

M. Sexual Device.

Any three dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, female breast, or for sadomasochistic use or abuse of oneself or others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

N. Shall.

Unless the context indicates otherwise, the term "shall" means:

1. In reference to the obligations imposed by this title upon owners or occupants of premises or their agents, a mandatory obligation to act, or when used with a negative term to refrain from acting, in compliance with this code at the risk of denial of approval or civil or criminal liability upon failure so to act, the term being synonymous with "must";

2. With respect to the functions of officers and agents of the City, a direction and authorization to act in the exercise of sound discretion; or
3. The future tense of the verb “to be.”

O. Shallow Groundwater.

Naturally occurring water within an unconfined (water table) aquifer, partially confined aquifer or perched groundwater aquifer, and which is present at depth of fifteen feet or less below the ground surface, at any time, under natural conditions.

P. Shared Use Pathway.

A non-motorized transportation pathway shared by pedestrians, scooters and bicyclists. May be located next to a street or in a separate right-of-way.

~~((P.))~~Q. Shorelands.

Or “shoreline areas” or “shoreline jurisdiction” means all “shorelines of the state” and “shorelands” as defined in RCW 90.58.030. Those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the ordinary high-water mark; floodways and contiguous floodplain areas landward two hundred feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the entire shoreline master program; the same to be designated as to location by the department of ecology.

~~((Q.))~~R. Shoreline and Ecosystems Enhancement Plan and Program.

See SMC 17E.020.090, Habitat Management Plans.

~~((R.))~~S. Shoreline Buffer.

1. A designated area adjacent to the ordinary high-water mark and running landward to a width as specified by this regulation intended for the protection or enhancement of the ecological function of the shoreline area.
2. The buffer will consist primarily of natural vegetation or planted vegetation which maintains or enhances the ecological functions of the shoreline area.
3. The term “buffer area” has the same meaning as “buffer.”

~~((S.))~~T. Shoreline Enhancement.

Any alteration of the shoreline that improves the ecological function of the shoreline area or any aesthetic improvement that does not degrade the shoreline ecological function of the shoreline.

~~((T.))~~U. Shoreline Environment Designations.

The categories of shorelines established by local shoreline master programs in order to provide a uniform basis for applying policies and use regulations within distinctively different shoreline areas. The basic recommended system classifies

shorelines into four distinct environments (natural, conservancy, rural, and urban). See WAC 173-16-040(4).

~~((U-))~~V. Shoreline Habitat and Natural Systems Enhancement Projects.

1. Shoreline habitat and natural systems enhancement projects include those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for propriety species in shorelines.
2. Provided that the primary purpose of such actions is clearly restoration of the natural character and ecological functions of the shoreline, projects may include shoreline modification actions such as:
3. Modification of vegetation,
4. Removal of nonnative or invasive plants,
5. Shoreline stabilization, dredging, and filling.

~~((V-))~~W. Shoreline Jurisdiction.

See "Shorelands."

~~((W-))~~X. Shoreline Letter of Exemption.

Authorization from the City which establishes that an activity is exempt from shoreline substantial development permit requirements under [SMC 17E.060.300](#) and WAC 173-14-040, but subject to regulations of the Act and the entire shoreline master program.

~~((X-))~~Y. Shoreline Master Program.

1. The comprehensive use plan for a described area, and the use regulations together with maps, diagrams, charts, or other descriptive material and text, a statement of desired goals, and standards developed in accordance with the policies enunciated in RCW 90.58.020.
2. For the City of Spokane, the shoreline master program includes the:
3. Shoreline Goals and Policies (Comprehensive Plan Chapter 14),
4. Shoreline Regulations ([chapter 17E.060 SMC](#)),
5. City of Spokane Shoreline Restoration Plan (stand-alone document), and
6. Shoreline Inventory and Analysis (Comprehensive Plan Volume III).

~~((Y-))~~Z. Shoreline Mixed Use.

Combination of water-oriented and non-water oriented uses within the same structure or development area.

~~((Z-))~~AA. Shoreline Modifications.

Those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a dike, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.

~~((AA-))~~AB. Shoreline Protection.

1. Structural and nonstructural methods to control flooding or address erosion impacts to property and dwellings or other structures caused by natural processes, such as current, flood, wind, or wave action.
2. The terms "Shoreline protection measure" and this term have the same meaning.
3. Substantial enlargement of an existing shoreline protection improvement is regarded as new shoreline protection measure.

~~((AB-))~~AC. Shoreline Recreational Development.

Recreational development includes commercial and public facilities designed and used to provide recreational opportunities to the public. Water-dependent, water-related and water-enjoyment recreational uses include river or stream swimming areas, boat launch ramps, fishing areas, boat or other watercraft rentals, and view platforms

~~((AG-))~~AD. Shoreline Restoration.

1. The re-establishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials.
2. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.

~~((AD-))~~AE. Shoreline Stabilization.

Structural or non-structural modifications to the existing shoreline intended to reduce or prevent erosion of uplands or beaches. They are generally located parallel to the shoreline at or near the ordinary high-water mark. Other construction classified as shore defense works include groins, jetties, and breakwaters, which are intended to influence wave action, currents, and/or the natural transport of sediments along the shoreline.

~~((AE-))~~AF. Shoreline Structure.

A permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

~~((AF-))~~AG. Shorelines Hearings Board (SHB).

The shorelines hearings board is a quasi-judicial body with powers of de novo review authorized by chapter 90.58 RCW to adjudicate or determine the following matters:

1. Appeals from any person aggrieved by the granting, denying, or rescinding of a permit issued or penalties incurred pursuant to chapter 90.58 RCW.
2. Appeals of department rules, regulations, or guidelines; and

3. Appeals from department decisions to approve, reject, or modify a proposed master program or program amendment of local governments which are not planning under RCW 36.70A.040.

~~((AG-))~~AH. Short Plat – Final.

The final drawing of the short subdivision and dedication, prepared for filing for record with the Spokane county auditor and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

~~((AH-))~~AI. Short Plat – Preliminary.

1. A neat and approximate drawing of a proposed short subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a short subdivision required by this title and chapter 58.17 RCW.
2. The preliminary short plat shall be the basis for the approval or disapproval of the general layout of a short subdivision.

~~((AI-))~~AJ. Short Subdivision.

A division or redivision of land into nine or fewer lots, tracts, parcels, or sites for the purpose of sale, lease, or transfer of ownership. (RCW 58.17.020(6)).

~~((AJ-))~~AK. Sign.

[See SMC 17C.240.015.](#)

~~((AK-))~~AL. Sign – Animated Sign.

[See SMC 17C.240.015.](#)

~~((AL-))~~AM. Sign – Electronic Message Center Sign.

[See SMC 17C.240.015.](#)

~~((AM-))~~AN. Sign Face.

[See SMC 17C.240.015.](#)

~~((AN-))~~AO. Sign – Flashing Sign.

[See SMC 17C.240.015.](#)

~~((AO-))~~AP. Sign Maintenance.

[See SMC 17C.240.015.](#)

~~((AP-))~~AQ. Sign – Off-premises.

[See SMC 17C.240.015.](#)

~~((AQ-))~~AR. Sign Repair.

[See SMC 17C.240.015.](#)

~~((AR-))~~AS. Sign Structure.

[See SMC 17C.240.015.](#)

~~((AS-))~~AT. Significant Vegetation Removal.

The removal or alteration of trees, shrubs, and/or ground cover by clearing, grading, cutting, burning, chemical means, or other activity that causes significant ecological impacts to functions provided by such vegetation.

1. The removal of invasive or noxious weeds does not constitute significant vegetation removal.
2. Tree pruning, not including tree topping, where it does not affect ecological functions, does not constitute significant vegetation removal.

~~((AT-))~~AU. Single-family Residential Building.

A dwelling containing only one dwelling unit.

~~((AU-))~~AV. Single-room Occupancy Housing (SRO).

A structure that provides living units that have separate sleeping areas and some combination of shared bath or toilet facilities.

1. The structure may or may not have separate or shared cooking facilities for the residents.
2. SRO includes structures commonly called residential hotels and rooming houses.

~~((AV-))~~AW. Site.

Any parcel of land recognized by the Spokane County assessor's office for taxing purposes. A parcel may contain multiple lots.

~~((AW-))~~AX. Site – Archaeological.

1. A place where a significant event or pattern of events occurred. It may be the:
 - a. Location of prehistoric or historic occupation or activities that may be marked by physical remains; or
 - b. Symbolic focus of a significant event or pattern of events that may not have been actively occupied.
2. A site may be the location of a ruined or now non-extant building or structure if the location itself possesses historic, cultural, or archaeological significance.

~~((AX-))~~AY. Site, Parent.

The initial aggregated area containing a development, and from which individual lots may be divided, as used in the context of SMC 17C.110.360 Pocket Residential Development, and SMC 17G.080.065, Alternative Residential Subdivisions.

~~((AY-))~~AZ. Slump.

The intermittent movement (slip) of a mass of earth or rock along a curved plane.

~~((AZ-))~~BA. SMC.

The Spokane Municipal Code, as amended.

~~((BA-))~~BB. Soil.

The naturally occurring layers of mineral and organic matter deposits overlaying bedrock. It is the outer most layer of the Earth.

~~((BB-))~~BC. Sound Contours.

A geographic interpolation of aviation noise contours as established by the 2010 Fairchild AFB Joint Land Use Study and placed on the official zoning map. When a property falls within more than one noise zone, the more restrictive noise zone requirements shall apply for the entire property.

~~((BC-))~~BD. Sound Transmission Class (STC).

A single-number rating for describing sound transmission loss of a wall, partition, window or door.

~~((BD-))~~BE. Special Drainage District (SDD).

An area associated with shallow groundwater, intermittent standing water, or steep slopes where infiltration of water and dispersion of water into the soils may be difficult or delayed, creating drainage or potential drainage problems. SDDs are designated in [SMC 17D.060.130](#).

~~((BE-))~~BF. Special Event Sign. See [SMC 17C.240.015](#).

~~((BF-))~~BG. Species of Concern.

Species native to Washington State listed as state endangered, state threatened, state sensitive, or state candidate, as well as species listed or proposed for listing by the U.S. Fish and Wildlife Service or the National Marine Fisheries Service.

~~((BG-))~~BH. Specified Anatomical Areas.

They are human:

1. Genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola, when such areas are less than completely and opaquely covered;
2. Male genitals in a discernibly turgid state, even if completely and opaquely covered.

~~((BH-))~~BI. Specified Sexual Activities.

Any of the following:

1. Human genitals in a state of sexual stimulation or arousal;
2. Acts of human masturbation, sexual intercourse, or sodomy; and
3. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.

~~((BI-))~~BJ. Spokane Regional Stormwater Manual (SRSW).

A technical document establishing standards for stormwater design and

management to protect water quality, natural drainage systems, and down-gradient properties as urban development occurs.

~~((BJ.))~~BK. Spokane Register of Historic Places.

The register maintained by the historic preservation office, which includes historic landmarks and districts in the City and County.

~~((BK.))~~BL. Sports Field.

An open area or stadium in which scheduled sports events occur on a regular basis. Sports events include both competitive and noncompetitive events such as track and field activities, soccer, baseball, or football games.

~~((BL.))~~BM. Stabilization.

The process of establishing an enduring soil cover of vegetation or mulch or other ground cover and may be in combination with installation of temporary or permanent structures.

~~((BM.))~~BN. Standard Plans.

Refers to the City of Spokane's standard plans.

~~((BN.))~~BO. Standard References

Standard engineering and design references identified in [SMC 17D.060.030](#).

~~((BO.))~~BP. State Candidate Species.

Fish and wildlife species that WDFW will review for possible listing as state endangered, threatened, or sensitive.

~~((BP.))~~BQ. State Endangered Species.

Any wildlife species native to the State of Washington that is seriously threatened with extinction throughout all or a significant portion of its range within the state.

~~((BQ.))~~BR. State Register.

The register maintained pursuant to chapter 195, Laws of 1977, 1st ex. sess., section 6 (chapter 27.34 RCW).

~~((BR.))~~BS. State Sensitive Species.

Any wildlife species native to the State of Washington that is vulnerable or declining and is likely to become endangered or threatened throughout a significant portion of its range within the state without cooperative management or removal of threats.

~~((BS.))~~BT. State Threatened Species.

Any wildlife species native to the State of Washington that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range within the state without cooperative management or removal of threats.

~~((BT-))~~BU. Stealth Facilities.

Any cellular telecommunications facility that is designed to blend into the surrounding environment. Examples of stealth facilities include:

1. Architecturally screened roof-mounted antennas;
2. Building-mounted antennas painted to match the existing structure;
3. Antennas integrated into architectural elements; and
4. Antenna structures designed to look like light poles, trees, clock towers, bell steeples, or flag poles.

~~((BU-))~~BV. Stewardship.

Acting as supervisor or manager of the City and County's historic properties.

~~((BV-))~~BW. Stormwater.

1. Any runoff flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
2. "Stormwater" further includes any locally accumulating ground or surface waters, even if not directly associated with natural precipitation events, where such waters contribute or have a potential to contribute to runoff onto the public right-of-way, public storm or sanitary sewers, or flooding or erosion on public or private property.

~~((BW-))~~BX. Stormwater Management Program (SWMP).

A set of actions and activities designed to reduce the discharge of pollutants from the regulated MS4 to the maximum extent practicable and to protect water quality, and comprising the components listed in S5 or S6 of the Eastern Washington Phase II Municipal Permit (WAR04-6505) and any additional actions necessary to meet the requirements of applicable TMDLs.

~~((BX-))~~BY. Story.

That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except:

1. The topmost story is that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above;
2. That portion of a building between the eaves and the ridge, when over twenty feet in height, is considered a story;
3. That portion of a building below the eaves which exceeds fourteen feet in height is considered a story, each fourteen feet of height (or major part of fourteen feet) being an additional story; and
4. A basement or unused under-floor space is a story if the finished floor level directly above is either more than:
 - a. Six feet above grade for more than half of the total perimeter, or
 - b. Twelve feet above grade at any point.

~~((BY-))~~BZ. Stream.

A naturally occurring body of periodic or continuously flowing water where the:

1. Mean annual flow is greater than twenty cubic feet per second; and
2. Water is contained with a channel (WAC 173-22-030(8)).

~~((BZ-))~~CA. Street.

See "Public Way" ([SMC 17A.020.160](#)).

~~((GA-))~~CB. Street Classifications.

1. Arterial and local access streets are classified in section 4.5 of the comprehensive plan as follows:
 - a. Principal arterial.
 - b. Minor arterial.
 - c. Collector arterial.
 - d. Local access street.
 - e. Parkway.
2. Definitions of all of the above classifications are included herein. Private streets are not classified but are defined under [SMC 17A.020.160, "P" Definitions](#).

~~((CB-))~~CC. Street Frontage.

The lot line abutting a street.

~~((GG-))~~CD. Strobe Light.

A lamp capable of producing an extremely short, brilliant burst of light.

~~((GD-))~~CE. Structural Alteration.

[See SMC 17C.240.015](#).

~~((GE-))~~CF. Structure.

Any object constructed in or on the ground, including a gas or liquid storage tank that is principally above ground.

1. Structure includes:
 - a. Buildings,
 - b. Decks,
 - c. Fences,
 - d. Towers,
 - e. Flag poles,
 - f. Signs, and
 - g. Other similar objects.
2. Structure does not include paved areas or vegetative landscaping materials.

~~((GF-))~~CG. Structure – Historic.

A work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.

~~((GG-))~~CH. Subdivision.

A division or redivision of land into ten or more lots, tracts, or parcels for the purpose of sale, lease, or transfer of ownership (RCW 58.17.020).

~~((CH-))~~CI. Subject Property.

The site where an activity requiring a permit or approval under this code will occur.

~~((CI-))~~CJ. Sublevel Construction Controls.

Design and construction requirements provided in [SMC 17F.100.090](#).

~~((CJ-))~~CK. Submerged Aquatic Beds.

Wildlife habitat area made up of those areas permanently under water, including the submerged beds of rivers and lakes and their aquatic plant life.

~~((CK-))~~CL. Substantial Damage – Floodplain.

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-existing condition would equal or exceed fifty percent of the assessed value of the structure before the damage occurred.

~~((CL-))~~CM. Substantial Development.

For the shoreline master program, shall mean any development of which the total cost or fair market value exceeds the dollar amount set forth in RCW 90.58 and WAC 173-26 for any improvement of property in the shorelines of the state.

~~((CM-))~~CN. Substantial Improvement – Floodplain.

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the assessed value of the structure either:
 - a. Before the improvement or repair is started, or
 - b. If the structure has been damaged and is being restored, before the damage occurred.
2. For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
3. The term does not, however, include either any:
 - a. Project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - b. Alteration of a structure listed on the National Register of Historic or State Inventory of Historic Places.

~~((CN-))~~CO. Suffix.

Describes the roadway type and is located after the root roadway name (i.e., street, avenue, court, lane, way, etc.). The appropriate suffix shall be used in accordance with [SMC 17D.050A.040\(U\)](#).

Section 7. That SMC section 17A.020.200 is amended to read as follows:

17A.020.200 “T” Definitions

A. Temporary Erosion and Sediment Control Measures.

Erosion and sediment control devices used to provide temporary stabilization of a site, usually during construction or ground disturbing activities, before permanent devices are installed.

B. Temporary Sign.

A sign placed on a structure or the ground for a specifically limited period of time as provided in [SMC 17C.240.240\(G\)](#).

C. Temporary Structure.

A structure approved for location on a lot by the department for a period not to exceed six months with the intent to remove such structure after the time period expires.

D. Tenant Space.

Portion of a structure occupied by a single commercial lease holder with its own public entrance from the exterior of the building or through a shared lobby, atrium, mall, or hallway and separated from other tenant spaces by walls.

E. Through Pedestrian Zone.

The portion of a sidewalk that is intended for pedestrian travel and is entirely free of permanent and temporary objects.

F. Tideland.

Land on the shore of marine water bodies between the line of ordinary high tide and the line of extreme low tide.

G. Total Maximum Daily Load (TMDL).

A calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non point sources. The calculation shall include a margin of safety to ensure that the water body can be used for the purposes the state has designated. The calculation shall also account for seasonable variation in water quality. Water quality standards are set by states, territories, and tribes. They identify the uses for each water body, for example, drinking water supply, contact recreation (swimming), and aquatic life support

(fishing), and the scientific criteria to support that use. The Clean Water Act, section 303, establishes the water quality standards and TMDL programs.

H. [Deleted].

I. [Deleted].

J. [Deleted].

K. Tracking.

The deposition of sediment onto paved surfaces from the wheels of vehicles.

L. Tract.

A piece of land created and designated as part of a land division that is not a lot, lot of record or a public right-of-way. Tracts are created and designated for a specific purpose. Land uses within a tract are restricted to those uses consistent with the stated purpose as described on the plat, in maintenance agreements, or through conditions, covenants and restrictions (CC&Rs).

M. Traveled Way.

The area of street which is intended to carry vehicular traffic, ~~((including))~~ excluding any shoulders.

N. Type I Application.

An application for a project permit that is subject to an administrative approval and is not categorically exempt from environmental review under chapter 43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance [chapter 17E.050 SMC](#), and does not require a public hearing. Type I applications are identified in [Table 17G.060-1](#) in [chapter 17G.060 SMC](#). These applications may include, but are not limited to, building permits and grading permits.

O. Type II Application.

An application for a project permit that is subject to an administrative decision of a department director, that may or may not be categorically exempt from chapter 43.21C RCW (SEPA), and does not require a public hearing. The Type II applications are identified in [Table 17G.060-1](#) in chapter [17G.060 SMC](#). These applications may include, but are not limited to, short plats, binding site plans, shoreline substantial development permits, and some conditional use permits; provided, the planning director may require conditional use permits which are otherwise characterized as Type II applications under this title to be submitted and processed as Type III applications when the director issues written findings that the Type III process is in the public interest.

P. Type III Application.

An application for a project permit that is subject to a quasi-judicial decision of the hearing examiner that may or may not be categorically exempt from chapter

43.21C RCW (SEPA) and the City of Spokane Environmental Ordinance [chapter 17E.050 SMC](#) and requires a public hearing. Type III applications are identified in [Table 17G.060-1](#) in [chapter 17G.060 SMC](#). These applications may include, but are not limited to, rezones, conditional use permits, preliminary long plats, or shoreline conditional use permits.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE STREET ENGINEERING DESIGN STANDARDS CHAPTER 3 AND SMC UPDATES

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE proposed updates to Chapter 3 of the City of Spokane Street Engineering Design Standards and accompanying revisions to Spokane Municipal Code (SMC) 17A.020, 17C.200 and 17H.010.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Chapter 3 of the Engineering Design Standards and the accompanying SMCs provide for implementation of the transportation section of the Comprehensive Plan.
- C. Proposed updates to Chapter 3 Design Standards –Streets, Alleys, Bikeways & Sidewalks include updates to street geometrics, stormwater facilities, bicycle facilities, access management, clear zones, design vehicles, and street lighting.
- D. Proposed revisions to SMC 17A.020 Definitions address roadway surfaces, arterial street types, bicycle facilities, clear zones, curb ramps, parkways, and shared-use pathways.
- E. Proposed revisions to SMC 17C.200 Street Tree Requirements, 12.01 and 12.02 tree grates and overhanging vegetation.
- F. Proposed revisions to SMC 17H.010 Engineering Standards address transit as a street use, Transportation Impact Fees, right-of-way width, local street widths, on-street parking, snow storage, medians, traffic calming, shared-use pathways, pedestrian buffer strips, curb ramps, street lighting, horizontal clearances, and the bicycle network.
- G. Pursuant to SMC 04.12.010 the Plan Commission shall hold public hearings and make recommendations to the City Council regarding development regulations implementing the Comprehensive Plan.
- H. On November 5, 2019, July 21, 2020, and August 11, 2020, the Plan Commission Transportation Subcommittee received a presentation on proposed updates to Chapter 3 of the Design Standards and corresponding SMC updates.
- I. On November 18, 2019, a group of public stakeholders in the disability and active transportation communities were gathered for an All Ages and Abilities Focus Discussion, and received a presentation on proposed updates to Chapter 3 Design Standards and related revisions to SMCs.
- J. On November 22, 2019, a group of public stakeholders in the development community received a presentation on the proposed updates to Chapter 3 Design Standards and the related revisions to SMCs.

- K. On June 24, 2020, the Design Review Board of the City of Spokane received a presentation regarding the proposed updates to the street design standards as addressed in Chapter 3 Design Standards, and corresponding revisions to related SMCs.
- L. On July 16, 2020, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to development regulations.
- M. On July 22, 2020, a State Environmental Policy Act (SEPA) checklist was issued with a request for comments from agencies, departments, and neighborhood councils. The deadline to comment was August 10, 2020. The City received several comments on the documents and made revisions.
- N. The City Plan Commission held workshops on July 22nd and August 12th, 2020, to obtain public comments on Chapter 3 of the Design Standards and the SMC updates.
- O. On March 23rd, 2020 and August 24th, 2020, the Public Infrastructure, Environment, and Sustainability Committee of the City Council received presentations on Chapter 3 of the Design Standards and related SMC updates.
- P. On August 31, 2020, a Determination of Non-Significance (DNS) was issued for the Proposal. The deadline to appeal the determination was September 22, 2020. No comments on the SEPA determination were received.
- Q. The City Plan Commission held a public hearing beginning on September 23rd, 2020 and continuing on October 14th, 2020 to consider Chapter 3 of the Design Standards and related SMC updates.
- R. The City Council must receive a recommendation from the City Plan Commission to certify that update to Chapter 3 of the Engineering Design Standards and accompanying revisions to SMCs are in conformance with the City's Comprehensive Plan in effect on the day of certification.

CONCLUSIONS:

- A. Chapter 3 of the Engineering Design Standards and the accompanying SMCs have been prepared in full consideration of the City's Comprehensive Plan.
- B. Chapter 3 of the Engineering Design Standards and the accompanying SMCs have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan.

RECOMMENDATIONS:

- A. The Spokane City Plan Commission is certifying that the update to Chapter 3 of the Engineering Design Standards and accompanying Spokane Municipal Code revisions

are in conformance with the City of Spokane's Comprehensive Plan as required by RCW 36.70A and are recommended for adoption by the Spokane City Council.

- B. By a vote of 8 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.


Todd Beyreuther (Nov 3, 2020 12:40 PST)

Nov 3, 2020

Todd Beyreuther, President
Spokane Plan Commission
October __, 2020






Plan Commission Engineering Design Standards

Final Audit Report

2020-11-03

Created:	2020-11-03
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0A-sozYn37EwtYYE0cyKINZRAQ-YN7v_

"Plan Commission Engineering Design Standards" History

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-  Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2020-11-03 - 8:40:04 PM GMT - Time Source: server- IP address: 107.77.205.172
-  Agreement completed.
2020-11-03 - 8:40:04 PM GMT



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/23/2020

Date Rec'd

11/9/2020

Clerk's File #

ORD C35984

Renews #**Cross Ref #****Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Contact Name/Phone**

INGA NOTE 625-6331

Project #**Contact E-Mail**

INOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**4250 - ORDINANCE AMENDING SMC 17C.200 AND 12.02.0202 STREET DESIGN
STANDARD**Agenda Wording**

An ordinance relating to street development standards for the Unified Development Code; amending section 17C.200.050, 12.01.010, and 12.02.0202 of the Spokane Municipal Code.

Summary (Background)

Amending these sections to include discussion of tree grates, pruning and overhead clearances.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MILLER, KATHERINE E

Study Session\Other

10/26/20

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

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ORDINANCE NO. C35984

AN ORDINANCE relating to street development standards for the Unified Development Code; amending sections 17C.200.050, 12.01.010, and 12.02.0202 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is updating Chapter 3 of the Design Standards, and as such must ensure consistency with Chapter 17C.200 and Title 12; and

WHEREAS, on July 16, 2020 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to development regulations; and

WHEREAS, on July 22, 2020 a State Environmental Policy Act (SEPA) checklist was issued with a request for comments on the proposal, many comments were received and incorporated into the document; and

WHEREAS, on August 31, 2020 a Determination of Non-Significance was issued by the responsible official, and no appeal was received prior to the deadline of September 22, 2020; and

WHEREAS, on or about October 14, 2020 following a 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 the Engineering Standards in Chapter 17 SMC; -

Now Therefore, the City of Spokane does ordain:

Section 1. That SMC section 17C.200.050 is amended to read as follows:

17C.200.050 Street Tree Requirements

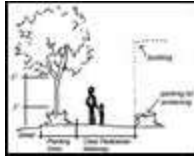
A. Purpose.

To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

B. Street Tree Implementation.

1. Street trees are required along all city streets in downtown, commercial, center and corridor, industrial, residential and FBC zones.

2. Street trees shall be planted between the curb and the walking path of the sidewalk.



3. Street trees, tree grates and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense as referenced in [SMC 12.02.0210\(B\)\(2\)](#).
4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should be of a similar form, character and planting pattern.
5. For a full list of approved trees in the city of Spokane, see the urban forestry program's approved street tree list. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints

C. Planting Zones.

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1, Tree Planting Dimensional Standards.

TABLE 17C.200.050-1 Tree Planting Dimensional Standards [1]		
ZONE	CONTINUOUS PLANTING STRIP (minimum width as measured from back of curb)	INDIVIDUAL PLANTING AREA (width as measured from back of curb)
Downtown	Individual Planting Areas (tree vaults) required [1]	4 ft. minimum 6 ft. maximum [2]
CC	5 ft.	4 ft. minimum 6 ft. maximum [2]
FBC	Individual Planting Areas (tree vaults) required [1]	5 ft [2]
Commercial	5 ft.	4 ft. minimum 6 ft. maximum [2]
Industrial	6 ft.	Continuous Planting Strip required [3]
RA, RSF, RTF	6 ft.	Continuous Planting Strip required [3]
RMF, RHD	6 ft.	Continuous Planting Strip required [3]

School/Church Loading Zone	Not Applicable	4 ft. minimum 6 ft. maximum [2, 4]
Notes: [1] Individual Planting Areas (tree vaults) are the standard for the Downtown and FBC Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis. [2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas. [3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones. [4] In all zones, within a school/church loading zone, street tree location may vary from the standard as long as street trees are located within the right-of-way. [5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.		

2. Continuous Planting Strips.

- a. Continuous planting strips may be planted with living ground cover or low plantings that are maintained at a height less than three (3) feet from ground level.
- b. When auto traffic is immediately adjacent to the curb, new street trees must be planted at least three (3) feet from the edge of the automobile travel way.



3. Individual Planting Areas.

- a. When an individual planting area is not symmetrical, the longer dimension shall run along the curb.
- b. Tree grates or plantings are acceptable. However, when there is on-street parking, a tree grate or a paved walk eighteen (18) inches wide behind the curb are encouraged to help avoid conflicts with car doors and foot traffic. The minimum clear pedestrian walking path as required for the zone shall be maintained.

Tree Grates



Street Trees with plantings up to 3 ft.



- c. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments. Where tree grates are used, tree guards are encouraged for tree protection.

Tree Grate with Tree Guard



- d. Un-compacted soils are necessary for street trees. A minimum of one hundred (100) cubic feet per tree at a maximum depth of three feet is required. See Engineering Design Standards for examples of potential options in individual planting areas and for retrofitting sidewalks.



D. Size Requirements for New Street Trees.

1. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting
2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall

be approved by the City urban forester and reviewed by the director of engineering services.

3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five (25) feet to avoid conflict with utility lines and maintenance crews.

E. Spacing Requirements for Street Tree Spacing.

The objective, when planting and maintaining street trees, is to create and maintain in a healthy condition a continuous tree canopy over the sidewalk.

1. Continuous planting strips.

Average spacing shall be twenty-five (25) feet for small and columnar trees and thirty (30) feet for canopy trees. The planning director may allow increased spacing for exceptionally large trees or upon the recommendation of the urban forester.

2. Individual planting areas.

Average spacing for all tree sizes and types shall be twenty-five (25) feet. Trees planted adjacent to parallel parking stalls with meters may be spaced twenty (20) feet apart.

3. Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.

F. Clear View Zone.

Landscaped areas between the curb and sidewalk, as well as landscaped areas within the clear view triangle as defined in [SMC 17A.020.030](#) shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level.



Section 2. That SMC section 12.01.010 amended to read as follows:

12.01.010 Sidewalk Maintenance – Owner’s Responsibility

- A. Every owner and occupant of premises shall keep the sidewalk area including tree grates adjacent to any portion of the real property (including corners) in good and safe condition and repair at all times.
- B. Where the director of engineering services determines there has been a failure to comply with this section, the director may send written notice to the premises advising of the violation. If the violation is not corrected, the director may proceed to remove or repair the condition, at the owner's and/or occupant's sole expense and liability.

Section 3. That SMC section 12.02.0202 is amended to read as follows:

12.02.0202 Overhanging Vegetation to be Removed

Owners of property within the City must prune (~~remove or destroy~~) all trees, plants, shrubs, or vegetation, or parts thereof, which overhang any sidewalk (8 feet of required clearance) or street (14 feet of required clearance) or which are growing thereon in such a manner as to obstruct or impair the free and full use of the sidewalk or street by the public. If pruning cannot remedy the obstruction, removal will be required. Such condition is declared a nuisance and subject to the process and provisions under [SMC 12.02.0210](#).

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE STREET ENGINEERING DESIGN STANDARDS CHAPTER 3 AND SMC UPDATES

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE proposed updates to Chapter 3 of the City of Spokane Street Engineering Design Standards and accompanying revisions to Spokane Municipal Code (SMC) 17A.020, 17C.200 and 17H.010.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Chapter 3 of the Engineering Design Standards and the accompanying SMCs provide for implementation of the transportation section of the Comprehensive Plan.
- C. Proposed updates to Chapter 3 Design Standards –Streets, Alleys, Bikeways & Sidewalks include updates to street geometrics, stormwater facilities, bicycle facilities, access management, clear zones, design vehicles, and street lighting.
- D. Proposed revisions to SMC 17A.020 Definitions address roadway surfaces, arterial street types, bicycle facilities, clear zones, curb ramps, parkways, and shared-use pathways.
- E. Proposed revisions to SMC 17C.200 Street Tree Requirements, 12.01 and 12.02 tree grates and overhanging vegetation.
- F. Proposed revisions to SMC 17H.010 Engineering Standards address transit as a street use, Transportation Impact Fees, right-of-way width, local street widths, on-street parking, snow storage, medians, traffic calming, shared-use pathways, pedestrian buffer strips, curb ramps, street lighting, horizontal clearances, and the bicycle network.
- G. Pursuant to SMC 04.12.010 the Plan Commission shall hold public hearings and make recommendations to the City Council regarding development regulations implementing the Comprehensive Plan.
- H. On November 5, 2019, July 21, 2020, and August 11, 2020, the Plan Commission Transportation Subcommittee received a presentation on proposed updates to Chapter 3 of the Design Standards and corresponding SMC updates.
- I. On November 18, 2019, a group of public stakeholders in the disability and active transportation communities were gathered for an All Ages and Abilities Focus Discussion, and received a presentation on proposed updates to Chapter 3 Design Standards and related revisions to SMCs.
- J. On November 22, 2019, a group of public stakeholders in the development community received a presentation on the proposed updates to Chapter 3 Design Standards and the related revisions to SMCs.

- K. On June 24, 2020, the Design Review Board of the City of Spokane received a presentation regarding the proposed updates to the street design standards as addressed in Chapter 3 Design Standards, and corresponding revisions to related SMCs.
- L. On July 16, 2020, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to development regulations.
- M. On July 22, 2020, a State Environmental Policy Act (SEPA) checklist was issued with a request for comments from agencies, departments, and neighborhood councils. The deadline to comment was August 10, 2020. The City received several comments on the documents and made revisions.
- N. The City Plan Commission held workshops on July 22nd and August 12th, 2020, to obtain public comments on Chapter 3 of the Design Standards and the SMC updates.
- O. On March 23rd, 2020 and August 24th, 2020, the Public Infrastructure, Environment, and Sustainability Committee of the City Council received presentations on Chapter 3 of the Design Standards and related SMC updates.
- P. On August 31, 2020, a Determination of Non-Significance (DNS) was issued for the Proposal. The deadline to appeal the determination was September 22, 2020. No comments on the SEPA determination were received.
- Q. The City Plan Commission held a public hearing beginning on September 23rd, 2020 and continuing on October 14th, 2020 to consider Chapter 3 of the Design Standards and related SMC updates.
- R. The City Council must receive a recommendation from the City Plan Commission to certify that update to Chapter 3 of the Engineering Design Standards and accompanying revisions to SMCs are in conformance with the City's Comprehensive Plan in effect on the day of certification.

CONCLUSIONS:

- A. Chapter 3 of the Engineering Design Standards and the accompanying SMCs have been prepared in full consideration of the City's Comprehensive Plan.
- B. Chapter 3 of the Engineering Design Standards and the accompanying SMCs have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan.

RECOMMENDATIONS:

- A. The Spokane City Plan Commission is certifying that the update to Chapter 3 of the Engineering Design Standards and accompanying Spokane Municipal Code revisions

are in conformance with the City of Spokane's Comprehensive Plan as required by RCW 36.70A and are recommended for adoption by the Spokane City Council.

- B. By a vote of 8 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.


Todd Beyreuther (Nov 3, 2020 12:40 PST)

Nov 3, 2020

Todd Beyreuther, President
Spokane Plan Commission
October __, 2020






Plan Commission Engineering Design Standards

Final Audit Report

2020-11-03

Created:	2020-11-03
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0A-sozYn37EwtYYE0cyKINZRAQ-YN7v_

"Plan Commission Engineering Design Standards" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
2020-11-03 - 6:37:05 PM GMT- IP address: 73.83.158.109
-  Document emailed to Todd Beyreuther (tbeyreuther@spokanecity.org) for signature
2020-11-03 - 6:38:52 PM GMT
-  Email viewed by Todd Beyreuther (tbeyreuther@spokanecity.org)
2020-11-03 - 8:39:02 PM GMT- IP address: 107.77.205.172
-  Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2020-11-03 - 8:40:04 PM GMT - Time Source: server- IP address: 107.77.205.172
-  Agreement completed.
2020-11-03 - 8:40:04 PM GMT



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:



Agenda Sheet for City Council Meeting of:
11/23/2020

Date Rec'd	11/9/2020
Clerk's File #	ORD C35985
Renews #	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	IGNA NOTE 625-6331	Project #	
Contact E-Mail	INOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4250 - ORDINANCE AMENDING SMC 17H.010 STREET DESIGN STANDARDS		

Agenda Wording

An ordinance relating to Engineering Standards, amending sections 17H.010.030, 17H.010.050, 17H.010.060, 17H.010.070, 17H.010.120, 17H.010.140, 17H.010.160, 17H.010.180, 17H.010.190, 17H.010.200, 17H.010.210, 17H.010.220, 17H.010.230, 17H.010.240,

Summary (Background)

Amendments include updates to traffic impact fee references, right-of-way widths for arterials and local street, widths of local streets for residential and other zoning, emergency vehicle staging areas, traffic calming, sidewalks, pedestrian buffer strips, curb ramps, crosswalks, driveways, street lighting, vertical clearances, horizontal clearances, and bicycle network.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	Study Session\Other	10/26/20
Division Director	SIMMONS, SCOTT M.	Council Sponsor	CP Beggs
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	inote@spokanecity.org	
Additional Approvals		mdavis@spokanecity.org	
Purchasing		kemiller@spokanecity.org	
		icmaccounting@spokanecity.org	
		jrichman@spokanecity.org	

ORDINANCE NO. C35985

AN ORDINANCE relating to Design Standards, amending SMC sections 17H.010.030, 17H.010.050, 17H.010.060, 17H.010.070, 17H.010.120, 17H.010.140, 17H.010.160, 17H.010.180, 17H.010.190, 17H.010.200, 17H.010.210, 17H.010.220, 17H.010.230, 17H.010.240, 17H.010.250 and 17H.010.260 of the Spokane Municipal Code.

WHEREAS, the City of Spokane is updating Chapter 3 of the Design Standards, and as such must ensure consistency with Chapter 17H.010; and

WHEREAS, on July 16, 2020 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to development regulations; and

WHEREAS, on July 22, 2020 a State Environmental Policy Act (SEPA) checklist was issued with a request for comments on the proposal, many comments were received and incorporated into the document; and

WHEREAS, on August 31, 2020 a Determination of Non-Significance was issued by the responsible official, and no appeal was received prior to the deadline of September 22, 2020; and

WHEREAS, on or about October 14, 2020 following a 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 the Engineering Standards in Chapter 17 SMC; -

Now Therefore, the City of Spokane does ordain:

Section 1. That SMC section 17H.010.030 is amended to read as follows:

17H.010.030 Street Layout Design

- A. Street design is governed by the comprehensive plan and city design standards.
- B. Streets shall be designed in light of topography and existing and planned street patterns. It is encouraged that low impact development principles be considered, evaluated and utilized where practical as described in the Eastern Washington Low Impact Development Guidance Manual.
- C. Adequate access shall be provided to all parcels of land. The street system shall facilitate all forms of transportation including pedestrians, bicycles, vehicles, transit and emergency services.

- D. When property is divided into large parcels, streets shall be laid out so as to allow the addition of future streets in a consistent pattern in the event of redivision.
- E. Street names should be logical, consistent and understandable to satisfy the needs of emergency and delivery vehicles. Street names must be approved by the City and comply with the requirements of chapter 17D.050A SMC, Roadway Naming.
- F. The layout of new streets shall provide for the continuation of existing streets in adjoining subdivisions. If a public street or right-of-way terminates at a plat boundary, provisions shall be made for the extension of the public street to the adjacent property or to another public street in a manner consistent with public mobility and utility infrastructure needs.
- G. Street layout shall provide for future extension of streets into areas which are presently not subdivided.
- H. Traffic generators within the project should be considered and the street system designed appropriately. Individual projects may require a traffic study subject to chapter [17D.080 SMC](#), (~~Voluntary Impact Fees, chapter 17D.010 SMC~~) Transportation Impact Fees, chapter [SMC 17D.075](#), Concurrency Certification, or chapter [17E.050 SMC](#), SEPA.
- I. The minimum centerline distance between intersections shall be one hundred fifty feet.
- J. Bordering arterial routes should be considered and design continuity provided.
- K. When any parcels in a subdivision adjoin an existing or proposed arterial street, the hearing examiner may require access by way of frontage streets and may restrict access to the arterial.
- L. Subdivisions comprised of more than thirty lots shall include two access points acceptable to the city fire department and the director of engineering services.
- M. A grid pattern featuring more street intersections and shorter block lengths should be implemented wherever possible.
- N. Block lengths should not exceed six hundred sixty feet.
- O. A block width should allow for two tiers of lots between parallel streets and double frontage lots should be avoided.

P. Permanent dead-end or cul-de-sac streets may be allowed when the property is isolated by topography or the configuration of existing platted lots and streets. Dead-ends and cul-de-sacs will be reviewed in every case for connectivity.

Section 2. That SMC section 17H.010.050 is amended to read as follows:

17H.010.050 Right-of-Way

- A. Public right-of-way widths shall be in accordance with the city's comprehensive plan, the city's engineering design standards or as directed by the director of engineering services. Minimum right-of-way widths are as shown in Tables 17H.010-1 and 17H.010-2~~((, Right-of-way and Street Widths))~~. The right-of-way width varies based on the required street elements including number of lanes, on-street parking, bike lanes, medians, turn lanes, roadside swales, pedestrian buffer strips, transit needs and street trees.
- B. Where infill development occurs on partially constructed blocks, the proposed right-of-way width shall at least match the existing right-of-way width for the rest of the block and adjoining blocks.
- C. Private streets shall be located on a tract; street easements are not permitted. The width of the tract for private streets shall meet the minimum right-of-way widths designated in Tables 17H.010-1 and 17H.010-2.
- D. Public rights-of-way or private tracts shall contain all street elements including paving, curbing, gutters and pedestrian buffer strips or swales in accordance with the city's design standards.
- E. Sidewalks may be located on easements on private property.
- F. Narrower right-of-way widths may be allowed at the discretion of the director of engineering services. Variance requests will be evaluated based on topography, traffic circulation, emergency vehicle access, zoning, existing development and on-street parking requirements.

((Table 17H.010-1 Right of way and Street Widths			
-	Minimum Right of way Width¹		Minimum Street Width
-	Sidewalks in ROW	Sidewalks on Easements	Curb to Curb

ARTERIAL			
Principal	6 lane — 110 ft. 4 lane — 90 ft.	NA	Varies ²
Minor	4 lane — 102 ft. 2 lane — 75 ft.	NA	Varies ²
Collector	65 ft.	NA	40 ft.
LOCAL ACCESS			
Commercial	65 ft.	55 ft.	40 ft.
Residential Standard	60 ft.	50 ft.	36 ft.
Residential Low Density ³	56 ft.	46 ft.	32 ft.
Residential Restricted Parking ^{3,4}	51 ft.	41 ft.	27 ft.
Hillside Development ^{4,5}	40 ft.	35 ft.	27 ft.
Cul-de-sac (radius)	56 ft.	51 ft.	50 ft.
Alley ⁶	20 ft.	20 ft.	12 ft.
<p>Notes:</p> <p>¹Additional right-of-way may be required if roadside swales are used to control storm drainage.</p> <p>²Curb-to-curb width varies depending on street features including number of lanes, on-street parking, bike lane, median and turn lanes.</p> <p>³Narrow streets are appropriate only in low density (four to ten units per acre) residential neighborhoods. Adequate emergency vehicle access and staging areas must be provided as discussed in SMC 17H.010.140.</p> <p>⁴Parking is allowed on one side of the street only. Refer to SMC 17H.010.120 for on-street parking requirements.</p> <p>⁵Refer to SMC 17H.010.110 for more information.</p> <p>⁶Alleys do not require sidewalk or curb. The widths shown apply to right-of-way and pavement width.))</p>			

<p align="center"><u>Table 17H.010-1</u> <u>Arterial Right-of-way Widths</u></p>		
-	<u>Right-of-way Width</u>	<u>Street Width</u>

-	<u>Minimum¹</u>	<u>Typical</u>	<u>Curb to Curb</u>
<u>ARTERIAL (all types)</u>			
<u>2 lanes²</u>	<u>60 ft</u>	<u>60 ft – 80 ft</u>	<u>Varies³</u>
<u>3 lanes²</u>	<u>65 ft</u>	<u>65 ft – 80 ft</u>	<u>Varies³</u>
<u>4 lanes²</u>	<u>75 ft</u>	<u>75 ft – 100 ft</u>	<u>Varies³</u>
<u>5 lanes²</u>	<u>90 ft</u>	<u>80 ft – 100 ft</u>	<u>Varies³</u>
<u>6 lanes²</u>	<u>100 ft</u>	<u>90 ft - 110 ft</u>	<u>Varies³</u>
<u>7 lanes²</u>	<u>100 ft</u>	<u>90 ft – 125 ft</u>	<u>Varies³</u>
<u>Notes:</u> ¹ <u>Additional right-of-way may be required if roadside swales are used to control storm drainage, for bike lanes if designated on the plan, or for wider sidewalks depending on the zoning.</u> ² <u>Lanes can be through lanes, turn pockets, or continuous TWLTL.</u> ³ <u>Curb-to-curb width varies depending on street features including number of lanes, on-street parking, bike lane, median and turn lanes. See Design Standards for more detail.</u>			

<u>Table 17H.010-2</u> <u>Local Access Right-of-way and Street Widths</u>			
	<u>Minimum Right-of-way Width¹</u>		<u>Minimum Street Width</u>
	<u>Sidewalks in ROW</u>	<u>Sidewalks on Easements</u>	<u>Curb to Curb</u>
<u>LOCAL ACCESS</u>			
<u>Commercial/Industrial</u>	<u>60 ft.</u>	<u>50 ft.</u>	<u>36 ft.</u>
<u>Residential High Density²</u>	<u>60 ft.</u>	<u>50 ft.</u>	<u>36 ft.</u>
<u>Residential Standard³</u>	<u>56 ft.</u>	<u>46 ft.</u>	<u>32 ft.</u>
<u>Residential One-side Parking⁴</u>	<u>51 ft.</u>	<u>41 ft.</u>	<u>27 ft.</u>
<u>Hillside Development^{4.5}</u>	<u>40 ft.</u>	<u>35 ft.</u>	<u>27 ft.</u>

<u>Cul-de-sac (radius)</u>	<u>56 ft.</u>	<u>51 ft.</u>	<u>50 ft.</u>
<u>Alley⁶</u>	<u>20 ft.</u>	<u>20 ft.</u>	<u>12 ft.</u>
<p><u>Notes:</u></p> <p>¹<u>Additional right-of-way may be required if roadside swales are used to control storm drainage.</u></p> <p>²<u>Appropriate in areas where parking on both sides of the street is expected on a regular basis, such as apartment complexes. Refer to SMC 17H.010.070 for more information.</u></p> <p>³<u>Appropriate in areas where homes have street-facing garages and driveways for parking. On-street parking is used by visitors and extra vehicles. Refer to SMC 17H.010.070 for more information.</u></p> <p>⁴<u>Parking is allowed on one side of the street only. Refer to SMC 17H.010.120 for on-street parking requirements.</u></p> <p>⁵<u>Refer to SMC 17H.010.110 for more information.</u></p> <p>⁶<u>Alleys do not require sidewalk or curb. The widths shown apply to right-of-way and pavement width.</u></p>			

Section 3. That SMC section 17H.010.060 is amended to read as follows:

17H.010.060 Street Width - General

- A. Minimum curb-to-curb street widths are shown in Tables 17H.010-1 and 17H.010-2. Street width varies based on the required street elements including number of lanes, on-street parking, bike lane, median, and turn lanes.
- B. Generally, street design shall allow for a twenty-feet clear width for emergency vehicle access. New streets with less than a twenty-feet clear width shall provide emergency vehicle staging areas as described in [SMC 17H.010.140](#).
- C. ~~((Spacing between collector arterials shall be no more than one-half mile.))~~
The clear width may be reduced to fourteen feet on each side of a median for distances of fifty linear feet or less. This may be used for purposes of traffic calming, crosswalks or neighborhood entry medians.
- D. Where infill development occurs on partially constructed blocks, the proposed street width may match the existing street width for the rest of that block.

Section 4. That SMC section 17H.010.070 is amended to read as follows:

17H.010.070 Street Width – ~~((Low Density)) Residential ((Zones))~~ Uses

A. The street width may be reduced to twenty-seven feet on local access streets in low density (four to ten units per acre) residential zones if parking is omitted on one side of the street. Refer to [SMC 17H.010.120](#) for on-street parking requirements.

B. ~~The local access residential street((s)) standard shall be ((in low density residential areas may be narrowed to))~~thirty-two feet with parking on both sides. This is intended for use in areas with street-facing garages and driveways, where on-street parking is primarily used by visitors and extra vehicles. ((if the following conditions are met:))

- ~~1. Each block is connected on both ends and does not exceed six hundred sixty feet in length.~~
- ~~2. The narrower street does not extend more than one thousand three hundred twenty feet without intersecting a street with twenty feet clear width.~~
- ~~3. Adequate emergency vehicle access and staging areas are provided. Refer to SMC 17H.010.140 for emergency access and staging requirements.~~
- ~~4. The profile grade for the street does not exceed eight percent.))~~

C. The residential high-density standard shall be thirty-six feet with parking on both sides. This is intended for use in areas where parking on both sides of the street is expected on a regular basis, such as near apartment complexes.

~~((G.))~~ D. Additional parking restrictions may be required near intersections on ~~((narrowed))~~ thirty-two foot streets. The turning movements of service and emergency vehicles must be evaluated to ensure that on-street parking does not interfere with access.

~~((D. Streets that are designed to connect to an adjacent site or that will serve lots on an adjacent site may not be narrowed.))~~

Section 5. That SMC section 17H.010.120 is amended to read as follows:

17H.010.120 On-Street Parking

A. Streets located in the central business district and in centers and corridors ~~((require))~~ should provide on-street parking.

B. Principal, minor and collector arterials outside of the central business district, centers and corridors will be reviewed on a case-by-case basis to determine on-street parking needs.

C. On-street parking lanes ~~((shall))~~ should be eight feet wide. In low density residential areas meeting the criteria in [SMC 17H.010.070](#), parking lanes may be narrowed to seven feet to allow for a narrower street section.

D. ~~((Generally, all))~~ In locations with densities greater than ten units per acre new local access streets shall provide on-street parking on both sides of the street. Parking may be omitted from one side of a residential street in the following situations:

1. Hillside developments as described in [SMC 17H.010.110](#) where lots are developed on only one side of the street.
2. Neighborhoods where garage access is provided from alleys and driveway access to the street is restricted.
3. The side of a street adjacent to side yards, rear yards, or common areas such as stormwater facilities. Parking may not be omitted adjacent to parks or other recreational facilities.
4. Locations with low density (four to ten units per acre).

E. Where parking has been omitted, "No Parking" signs shall be installed at the developer's expense.

F. Street width may vary within a subdivision to provide one or two-sided parking appropriate to the adjacent properties.

Section 6. That SMC section 17H.010.140 is amended to read as follows:

17H.010.140 Emergency Vehicle Access and Staging Areas

- A. Where the street design does not allow for a twenty-foot clear width, emergency vehicle staging areas shall be designated.
- B. Staging areas shall be at least fifty feet long and twenty feet wide. Staging areas shall not be obstructed in any manner, including the parking of vehicles, or snow storage. The minimum width shall be maintained at all times.
- C. Staging areas shall be spaced so that the maximum distance from a staging area to the property line of any lot is one hundred fifty feet.
- D. Staging areas require a significant visual cue acceptable to the department of engineering services and the city fire department; signing alone is not adequate.
- E. Paired driveways and street intersections that meet the minimum dimensions may be designated as staging areas. When used, paired driveways require a deed restriction on the affected lots.
- F. Mid-block bump-outs may be allowed in areas where garage access is provided off of alleys on approval of the director of engineering. Other physical alternatives will be considered on a case by case basis and allowed at the discretion of the director of engineering services and the

city fire department.

- G. Staging areas shall not create a street maintenance or parking enforcement problem and must be approved by the director of engineering services, director of streets and the city fire department.
- H. ~~((Placement of f))~~ Fire hydrants ~~((shall consider the location of))~~ should be located within the staging areas. Fire hydrants may also be located within the median.

Section 7. That SMC section 17H.010.160 is amended to read as follows:

17H.010.160 Traffic Calming

- A. Allowable traffic calming features include traffic circles, chicanes, curb extensions, medians, entry-way treatments, landscaping, turn or access restrictions and other traffic calming features set forth in ~~((the Traffic Calming Policy for Residential Streets))~~ Chapter 3 of the Design Standards.
- B. ~~((Installation of traffic calming features on existing streets requires a public meeting and a petition representing at least fifty percent plus one of the households in the petition area. This process is outlined in the Traffic Calming Policy for Residential Streets.))~~ The City's Neighborhood Traffic Calming program provides opportunities for installing traffic calming devices on existing streets.
- C. Installation of traffic calming features ~~((on new streets))~~ through development actions will be evaluated on a case by case basis and approved by the ~~((director of engineering services and the director of streets))~~ City Engineer.
- D. All proposed traffic calming features will be evaluated based on posted speed, traffic volumes, pedestrian generators within the project area, roadway geometry, residential density and collision history as applicable.
- E. Traffic calming features shall not create a street maintenance, safety or parking enforcement problem.

Section 8. That SMC section 17H.010.180 is amended to read as follows:

17H.010.180 Sidewalks

- A. Sidewalks shall be located on both sides of the street for all public and private streets.

- B. Sidewalk shall be constructed around the bulb of cul-de-sacs so that every lot is served by a sidewalk.
- C. In steep, hillside areas, where development occurs only on one side of the street, sidewalk may be omitted from one side in accordance with SMC [17H.010.110](#). However, it must be demonstrated that the segment to be omitted is not a critical link in the sidewalk system.
- D. All sidewalks shall be designed and constructed in accordance with the City's design standards, standard plans and specifications.
- E. ~~((All sidewalks shall provide connectivity to the regional pedestrian network as shown on Map TR 1 of the City's Comprehensive Plan when the project is adjacent to a portion of that network.))~~ Shared-use pathways may be substituted for sidewalks.

Section 9. That SMC section 17H.010.190 is amended to read as follows:

17H.010.190 Pedestrian Buffer Strips

- A. Pedestrian buffer strips are required on both sides of all streets between the sidewalk and the curb. The width and type of pedestrian buffer strip for each street shall comply with the requirements of ~~((the comprehensive plan and))~~ the city's design standards.
- B. Planted strips are required on residential local access streets. A ~~((minimum three-foot wide))~~ concrete pedestrian buffer strip may be allowed in place of the planted strip for certain land uses such as churches and schools that require passenger loading and unloading, or at bus stops. These will be evaluated on a case-by-case basis and allowed at the discretion of the director of engineering services.
- C. In situations where a separation between the sidewalk and the street is constrained by topography, narrow right-of-way or existing development, a variance from this standard may be granted by the director of engineering services.
- D. In cases where sidewalk has been omitted on one side of the street, the pedestrian buffer strip may also be omitted on that side.
- E. Pedestrian buffer strips may be omitted around the bulb of cul-de-sacs.

Section 10. That SMC section 17H.010.200 is amended to read as follows:

17H.010.200 Curb Ramps

- A. At all intersections where new curbs, sidewalks or both are to be constructed, curb ramps are to be placed and constructed as shown on the standard plans. Where a ramp is built on one corner of an intersection, a ramp shall also be provided at a corresponding location on the opposite corner of the intersection.
- B. Not less than two curb ramps per lineal block shall be constructed on or near the crosswalks at intersections or other convenient locations approved by the director of engineering services. Two curb ramps are required on each corner unless utilities, topography, right-of-way or other existing conditions make two ramps infeasible.
- C. Installation of curb ramps shall also be required on existing sidewalks whenever curbing is replaced.
- D. Proposed curb ramps at locations other than intersections must be approved by the director of streets prior to construction.

Section 11. That SMC section 17H.010.210 is amended to read as follows:

17H.010.210 Crosswalks

- A. Generally, marked crosswalks are installed in centers and corridors (CC, DTC, DTG, DTS, DTU zones), adjacent to schools, parks, hospitals, churches, trail crossings and other significant pedestrian-generating facilities, at signalized intersections and at locations identified in the Pedestrian Master Plan.
- B. On arterial streets at locations identified in section A, marked crosswalks shall be installed at every intersection, on all legs accessible to pedestrians, when the street is reconstructed, resurfaced or when such crosswalks can be funded from grant or programmatic sources. Mid-block marked crosswalks may be installed on arterial streets where significant pedestrian traffic generators exist or where pedestrian conditions warrant. Exceptions to this section are allowed when engineering studies determine that a crosswalk proposed for marking does not meet nationally-recognized safety standards.
- C. Installation of marked crosswalks at locations other than those identified in subsection A requires an engineering study and the approval of the director of streets. Neighborhood councils shall be consulted and their input taken prior to installation or removal of a crosswalk.

- D. An advanced stop line shall be located in advance of each crosswalk at an arterial intersection and any mid-block crosswalk in locations defined in Section A, per the Manual on Uniform Traffic Control Devices (MUTCD).
- E. Americans with Disabilities Act (ADA) compliant curb ramps shall be installed at all newly marked crosswalks. The preferred curb ramp design shall be directional (perpendicular or parallel), as defined by American Association of State Highway and Transportation Officials (AASHTO) guidelines, where right-of-way and topography allow. Guidance per Federal Highway Administration Best Practices Design Guide shall inform curb ramp design.
- F. In the event a bus stop is planned, relocated or modified as part of the establishment of a new crosswalk or improvement thereto, the new bus stop shall meet ADA accessibility standards adopted by reference in 49 CFR 37. Any new bus stop shall not straddle or compromise a crosswalk.
- G. In centers and corridors (CC, DTC, DTG, DTS, DTU zones) on new, resurfaced, rehabilitated or reconstructed arterial intersections with three or more lanes and no traffic signal, marked crosswalks with a mid-point pedestrian refuge shall be constructed, unless in conflict with an adopted sub-area or neighborhood plan or contrary to the findings of an engineering study. Travel lane widths may be narrowed and/or the number of travel lanes may be reduced and/or additional, existing right-of-way may be utilized to accommodate pedestrian refuges. Pedestrian refuges shall be vegetated or treed or otherwise contain elements to establish a sense of place. Landscaping shall be designed and maintained to provide appropriate visibility between pedestrians and approaching motorists from both directions.
- H. Raised crosswalks may be installed in lieu of pedestrian refuges. Detectable warnings shall be included at the curb line on all raised crosswalks.
- I. The design of marked crosswalks on arterial streets shall meet guidance in the Federal Highway Administration Best Practices Design Guide, NACTO or other nationally recognized guidelines.
- J. Crosswalk markings and signs shall be maintained.
- K. Marked crosswalks shall only be removed on the recommendation of the ~~((Planning Director))~~ City Engineer, after consultation with the neighborhood council and with City Council approval, which shall be authorized by resolution.

- L. The City administration should adopt policies and guidelines to implement the provisions of this section. Such policies and guidelines shall not conflict with the provisions of this section.

Section 12. That SMC section 17H.010.220 Code is amended to read as follows:

17H.010.220 Driveways

- A. No driveway shall be located so as to create a hazard to pedestrians or motorists, or invite or compel illegal or unsafe traffic movements. The edge of the driveway at the curb shall not extend past the end of radius of the curb of an adjoining street, nor into a crosswalk.
- B. Every driveway must provide access to an off-street parking area located on private property. Every vehicle entering the driveway must be able to park, stand, or load entirely off the street right-of-way, sidewalk or pathway.
- C. Garage and carport entrances must be set back at least twenty feet from the back of sidewalk.
- D. No parking is allowed in an alley. Garages and carports may be built to the rear property line unless parking in front of the entrance is proposed, then the structure must be a minimum of eighteen feet from the edge of the alley tract, easement or right-of-way.
- E. Unless otherwise approved by the director of engineering services, the entire nominal driveway width shall be confined within lines perpendicular to the curb line and passing through the property corners. Shared driveways will be evaluated on a case by case basis.
- F. No driveway shall be constructed in such a manner as to be a hazard to any existing drainage inlet, street lighting standard, utility pole, traffic regulating device, fire hydrant, or other public facility. The cost of relocating any such public facility, when necessary to do so, shall be borne by the applicant. Relocation of any public facility shall be performed in coordination with the agency holding authority for the structure.
- G. The total nominal width of all driveways on a street for any one ownership shall not exceed forty percent of the frontage.
- H. Circular drives may be approved by the City Engineer for traffic safety purposes on residential lots with at least fifty feet of frontage on a Principal or Minor Arterial. Circular drives must be consistent with current zoning regulations((-)), although the City Engineer may approve exceptions to

these requirements. If a public alley provides paved access, a circular drive is not allowed.

- I. Any driveway which has become abandoned, unused, or unnecessary for any reason, shall be closed and the owner shall replace any such driveway with curb and sidewalk matching adjacent improvements or constructed in accordance with the standard plans and specifications.
- J. Wherever, in a single ownership, the total width of existing driveways on a street is over forty percent of the frontage of the ownership on that street, or any driveways are wider than twenty feet, such existing driveways shall be made to conform to the provisions of this section upon the alteration or repair of any one or more of the driveways. The director of engineering services or the director of streets may require such changes in any or all the driveways of that ownership as he/she may deem necessary for the better movement of traffic or to provide better protection to pedestrians.
- K. An approach permit issued by the department of engineering services is required for the construction or modification of any driveway onto a public right-of-way. Plans and an operation analysis may be required as part of the review.
- L. In new developments, an approach permit is not required when driveway locations are shown on the approved street plans and the driveway drops are constructed in conjunction with the streets. However, if a driveway is to be relocated or modified, a new approach permit must be obtained prior to construction.

Section 13. That SMC section 17H.010.230 Code is amended to read as follows:

17H.010.230 Street Lighting

- A. ~~((For arterial streets,))~~ Lighting plans shall be provided to the ~~((department of engineering services))~~ Streets Department for review and acceptance prior to construction. See the City of Spokane Design Standards section on street lighting.
- B. At a minimum a street light shall be provided at every arterial intersection.
- ~~((B.))~~ C. ~~((Where street lighting is implemented on local access streets, a plan must be submitted and accepted by the director of engineering services. The lighting proposal will be reviewed for lighting type, spacing, and location.))~~ Street lights on new local access streets shall be operated and maintained by a homeowners' association if one is established.

Section 14. That SMC section 17H.010.240 Code is amended to read as follows:

17H.010.240 Vertical Clearances

- A. The clearance above any street surface shall be a minimum of sixteen and one-half feet to overhead obstacles. This height shall be maintained across the full width of the street, extending to two feet behind the face of curb.
- B. Vertical clearances for street signs above sidewalks and other pedestrian areas shall be as shown in the standard plans.
- C. Vertical clearance requirements for skywalks and private/commercial signs shall be as provided in [SMC 12.02.0462](#) and ~~((chapter 11.17 SMC))~~ [SMC 17C.240](#).

Section 15. That SMC section 17H.010.250 is amended to read as follows:

17H.010.250 Horizontal Clearances

- A. The clear horizontal ~~((sight distance))~~ view triangle at intersections shall be as provided in ~~((SMC 11.19.590))~~ [SMC 17A.020.030](#).
- B. For situations not addressed by SMC 17A.020.030, horizontal sight distance shall be as described in AASHTO "A Policy on Geometric Design of Highways and Streets", Chapter 9, section on Sight Distance.
- ~~((B-))~~C. The minimum clear zone distances are as provided in the City's Design Standards ~~((clear zone policy (ADMIN 0370-08-04)))~~. The values presented in the table are minimum allowable clear zone distances. Design engineers should evaluate and provide larger clear zone distances wherever practical.

Section 16. That SMC section 17H.010.260 is amended to read as follows:

17H.010.260 Bicycle Network

- A. Bicycle facilities shall be employed where designated in the City's comprehensive plan ~~((and in the Spokane Regional Pedestrian/Bikeway Plan))~~. Bicycle facilities include shared-use pathways, bicycle lanes including striped and protected lanes, ((paved shoulders, shared-use lanes, and residential bikeways)) shared lanes, neighborhood greenways and bike-friendly routes. See [SMC 17A.020.020](#).

B. All new bicycle facilities shall be designed in accordance with ~~((Section))~~
Chapters ((4020)) 1515 and 1520 of the WSDOT Design Manual and the
City's design standards.

C. ~~((Where required by the Spokane Regional Pedestrian/ Bikeway Plan,~~
~~signing shall be provided by the project sponsor for designated bicycle~~
~~routes.))~~ Bicycle lanes may include raised lanes, curb-separated or
buffers.

D. The usable width for bicycle facilities is normally from face of curb to lane
stripe, but adjustments may need to be made for drainage structures,
parking, or other obstructions to maintain this space.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

City of Spokane Design Standards

Nov 1, 2020

Streets, Alleys, Bikeways, and Sidewalks	1
3.0 Preface	1
3.1 Definitions	2
3.2 Street Character	5
3.2-1 Street Zoning Application	5
3.2-2 Street Realms and Zones	6
3.2-3 Place-Making Elements	10
3.3 Right of Way	10
3.4 Pedestrian Realm Facilities	12
3.4-1 Sidewalks	12
3.4-2 Buffer Zone	12
3.4-3 Curbs and Gutters	13
3.4-4 Curb Ramps	14
3.4-5 Street and Pedestrian Lighting	16
3.4-6 Roadside Planting	18
3.4-7 Transit Stops	20
3.5 Flexible Area	23
3.5-1 On-Street Parking	23
3.5-2 Stormwater Management	25
3.5-3 Shared-Use Pathways	27
3.6 Vehicle Realm Access Management and Connectivity	28
3.6-1 Access Management and Driveway Design	28
3.6-2 Street Connectivity	31
3.6-3 Alleys	32
3.6-4 Turnarounds	32
3.6-5 Entrance Gates and Queuing Area	34
3.7 Vehicle Realm Geometrics	34
3.7-1 Bike Facilities	34
3.7-2 Profile Grades	36
3.7-3 Horizontal Curves	36
3.7-4 Vertical Curves	37
3.7-5 Roadway Side Slopes	37
3.7-6 Design Speed	37
3.7-7 Vertical Clearances	38
3.7-8 Horizontal Clear Zones	38
3.7-9 Roadway Drainage	40
3.7-10 Through Traffic Lanes	40
3.7-11 Exclusive Turn Lanes	40
3.7-12 Tapers	40
3.7-13 Survey Monuments	41
3.8 Median Realm	41
3.9 Neighborhood Traffic Calming	43
3.10 Pavement Design	43
3.10-1 Asphalt Binder Selection	43
3.10-2 Pavement Section Thickness	43
3.10-3 Pavement Patching	44
3.11 Intersections	44
3.11-1 Design Vehicle	45

Design Standards
City of Spokane

3.11-2	Curb Radius	47
3.11-3	Bus Bulbs at Intersections	47
3.11-4	Clear Sight Triangle	47
3.11-5	Roundabouts	48
3.12	Signing and Pavement Markings	48
3.12-1	Traffic Control Signs	48
3.12-2	Pavement Markings	48
3.12-3	Crosswalks	49
3.13	Traffic Signals and Intelligent Transportation Systems	49
3.13-1	Traffic Signal Design	49
3.13-2	Intelligent Transportation Systems	50
3.14	Reference Tables	50

STREETS, ALLEYS, BIKEWAYS, AND SIDEWALKS

3.0 Preface

The City of Spokane's adopted infrastructure standards require the design of integrated systems. For streets, this means not only that the full network of streets will function as a system, but that the other systems the streets intersect (transit, bike, emergency response, stormwater) will be seamlessly integrated.

Each section of the standards begins with a brief definition of the topic followed by the design standard.

The following key points guide this document.

- Street design is an iterative process, that entails flexibility and trade-offs. Within the built environment, particularly, physical space might limit what or how specific elements fit together to deliver a desired contextual experience. Decisions may be pushed by regulation, physical constraints, or public opinion, but ultimately should be guided by planned strategies and/or engineering standards.
- Balance is important. To maximize one component often means less achievement of another (prioritizing vehicle speeds often degrades conditions for people on foot and bike). The proper balance will vary from place to place in the city.
- Successful design will reflect community priorities, as defined through public outreach activities at planning, scoping, and design levels. Often, achieving a design that balances scope delivery, while accomplishing community goals will require compromise.
- The ultimate focus of street design should be how the street feels for users (drivers, pedestrians, shoppers, transit riders, residents, schoolchildren, etc.) on the ground level, and the desires of the city and community for how they want the space to function.

Transportation facility design will generally be based as either: new infrastructure built to facilitate development activities, or modification of pre-existing infrastructure. Development of new infrastructure will be held to the requirements here-in to deliver the most appropriate conditions to provide travel through the various urban conditions. Often the existing built environment does not adhere to today's standards, which have been updated over the years to reflect best practices. Thus, preservation or reconstruction work will often require more balancing of priority, and will necessarily vary from the standards due to limitations of space or inadequate meshing of facilities. New Development, Preservation, and Reconstruction work are defined in section 3.1 Definitions to provide guidance for the conditions wherein variance from the standards may be acceptable.

3.1 Definitions

AASHTO See Section 1.2

ADA See Section 1.2

ADAAG See Section 1.2

Alley A public or private way designed or intended to provide access to abutting properties. Alleys are generally not intended for through vehicle movements, but are useful to providing access to businesses and residences, and in some locations bicycle and pedestrian improvements.

Arterial See *Principal Arterial*, *Minor Arterial*, or *Collector Arterial*.

Bicycle Facilities Facilities designated for use by commuter and recreational bicyclists. The following types of bicycle facilities are identified in the Master Bicycle Plan:

- Neighborhood Greenway
- Shared Lane
- Bike Lane
- Bike-Friendly Route
- Shared Use Path
- Soft Surface Path (unpaved)

Buffer Strips Hard surfaced or landscaped areas between travel or parking lanes and sidewalks, also called Planting Strips.

Center Crown A roadway cross-section with the highest point of the *traveled way* located at the center of the road.

City Engineer Individual overseeing all operations and functions regulated by this title, subject to the authority of the Mayor. See SMC 13.01.0202

Clear View Triangle The corner area at an intersection or driveway which must be free of obstructions to provide adequate sight distance. See SMC 17A.020.030N for dimensions.

Clear Zone The roadside area free of obstacles, starting at the edge of the traveled way.

Collector Arterial A street providing access and circulation in lower-density residential and commercial/industrial areas. *Collector arterials (consisting of FHWA classifications Urban Major Collector and Urban Minor Collector)* collect and distribute traffic from *local access streets* to *principal* and *minor arterials*. Refer to the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements for additional discussion.

Cross Slope A slope that is perpendicular to the direction of travel.

Crown (Roadway Crown) The term used to define the highest point of the *traveled way* on a roadway cross-section. The City recognizes three types of roadway sections to facilitate drainage: *center crown*, *quarter crown* and *curb crown*, which are defined herein.

Curb Crown A roadway cross-section with the highest point of the *traveled way* located at one curb.

Curb Ramp A ramp constructed in the sidewalk to provide an accessible route from the sidewalk to the street.

Entrance Gate Queuing Area A length of street on the public side of an entrance gate that allows vehicles to exit the connecting street prior to the gate.

Driveway A cement concrete driveway structure as shown in the Standard Plans.

Fire Lane A road or other passageway developed to allow the passage of emergency vehicles. A fire lane is not necessarily intended for general vehicular traffic usage. Refer to SMC 17F.080 Appendix D for dimensions and requirements.

Integral Curb and Gutter Concrete curb and gutter which is formed and placed as one unit.

Local Access Street A street that provides access from individual properties to *collector arterials* and *minor arterials* in residential, commercial and light industrial areas. Refer to the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements for additional discussion.

Median A painted or raised traffic island used to channel, separate and otherwise control vehicular traffic.

Minor Arterial A street providing service for trips of moderate length, connecting the principal arterial system and providing intra-community circulation. Refer to the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements for additional discussion.

Monument A physical survey monument as shown in the City's Standard Plans.

MUTCD See Section 1.2 and SMC 17A.020.130.

NACTO Refers to the National Association of City Transportation Officials.

Neighborhood Greenway A low-volume street that is designed to prioritize pedestrian and bicycle travel. Most often greenways will be implemented on local access streets, and elements of the greenway may disrupt through-travel by automobile as a means of regulating vehicle volume. Greenways are best implemented near and parallel to an arterial street which boasts access to goods and services, thus also providing ready access to users of the greenway. Another crucial element of a greenway is signage that identifies the route as a greenway and provides wayfinding.

New Development Development or redevelopment of land adjacent to (and often inclusive of a portion of) the Right of Way, or development of land with the intent of dedicating Right of Way infrastructure. Most private development falls under this category, and occasionally the City of Spokane will develop new streets through vacant or underdeveloped land.

Path Facility designed for use by bicyclists and pedestrians, usually separated from vehicle traffic by a median or landscaped area.

Place-making An element of streetscaping that involves the use of unique design features with the ability to set a street segment apart, helping to create an environment for economic vitality and innovation. Application of place-making design elements should be used in connection with planned land uses and in coordination with stakeholders.

Preservation A roadway maintenance project conducted by the City of Spokane to refresh the driving surface of the street and thus prolong the pavement service life. These projects are

generally confined to the pavement area between curbs. Example treatments may include grind and overlay, chipseal, micro-seal, slurry seal, crack seal, etc.

Principal Arterial A street serving major activity centers and providing a high degree of mobility. Refer to the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements for additional discussion.

Private Streets Roadways which are not controlled or maintained by a public authority, and which serve two or more properties.

PROWAG Refers to the Public Right-of-Way Accessibility Guidelines.

Quarter Crown A roadway cross-section with the highest point of the *traveled way* located at a distance from one curb of one-fourth the roadway width (as measured from face of curb to face of curb).

Reconstruction A roadway corridor project that typically replaces the full depth of asphalt pavement, updates curb ramps, and may include utility updates as appropriate. Sidewalk repair, replacement, capacity improvements, signal and lighting upgrades and transit stop improvements may also be included in a reconstruction project. These projects are administered by the City of Spokane, and the scope of each project is determined in accordance with city plans. As this type of work is done within the built environment, space constraints may impede the full realization of the design standards. Prioritization of standards is generally addressed within this document, but each individual project will need to be scoped with future use conditions in mind.

Shared-Use Pathway A non-motorized transportation pathway shared by pedestrians, scooters and bicyclists. May be located next to a street or in a separate right-of-way. Examples include the Children of the Sun Trail, Ben Burr Trail, Fish Lake Trail and Centennial Trail.

Street Classifications In conformance with FHWA guidance, arterial and local access streets are classified in the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements section as follows:

- Principal Arterial
- Minor Arterial
- Collector Arterial (Major Collector or Minor Collector)
- Local Access Street

Definitions of all of the above classifications are included herein. Private streets are not classified.

Street Character Character consists of refined street definition based upon a street's function within the transportation network (or classification) and its context (land use zoning).

Street Realm A part of the right-of-way designed for a particular user group or use (pedestrian, flexible zone, vehicle, median). See Figure 2.

Streetscape or Streetscaping The combinations of living and non-living items that provide opportunities for place-making. Generally everything beyond the asphalt makes up the streetscape, although the median may include streetscaping elements.

Structural Sidewalks Structural sidewalks shall be defined as all elevated slabs, grates, and panels located within a sidewalk or driveway not supported on grade. Typical examples of elevated structural sidewalks are concrete slabs, steel grates, and steel plates for utility vault lids, service elevator covers, utility covers, and building basements.

Traveled Way The area of roadway which is intended to carry vehicular traffic, not including any shoulders. See SMC 17A.02.200.

3.2 Street Character

Street design is governed by two primary factors: zoning context and classification. Zoning context refers to the environment (land use zoning) in which a street is found. For example, sidewalks must be wider on downtown streets to accommodate higher pedestrian volumes and place-making elements. Street classification speaks to its function within the network, an arterial street with planned bicycle facilities will be built with the facilities the full length of the street regardless of how the facilities might change due to zoning the street passes through. Street Character is defined by the combination of zoning and classification. A principal arterial should have a different character through a CC zone than through a Residential zone.

3.2-1 Street Zoning Application

Spokane's comprehensive plan refers to urban infrastructure contexts for the city. This refers to the land use zoning through which a street traverses and to which the street facilities provide access. Land Use Zoning is defined in Title 17C "Land Use Standards" of the Spokane Municipal Code. Zoning is applied and defined for each land parcel in the city. Streets themselves are not assigned specific zoning, but should take on the context of zoning they front.

Zoning can, for the purposes of selecting street design characteristics, be lumped into four categories: Centers and Corridors, Downtown/Commercial, Residential, and Industrial. While zoning might change multiple times along a given block, some street characteristics will necessarily remain constant. Design criteria should be selected for the most generous zoning on a given block, and should be applied block by block. In some instances a street may traverse a different zoning for only one or two blocks, and best judgement should be applied as to whether to shift the street character in such instances. Emphases should be given to place-making opportunities when considering these shifts in street character.

Some consideration should be given to the planned versus the existing land use. The Zoning code allows for a variety of uses within several of the zoning contexts. For instance, the zoning for Centers and Corridors, CC1 allows for commercial, office, or residential development. When developing the street serving a planned development, or when rehabilitating a street within the built environment, it is worth considering what land use is to be expected for the life-span of the roadway, or about 20 years.

Motor vehicle volume (Average Daily Traffic – ADT) on a given street should be a strong determinant when considering how the facilities of the street fit together to provide appropriate levels of safety and provision to all users of the street. The street classification is largely determined by existing and planned traffic volume as well as the percentage of freight traffic on the street, and combined with the street type derived from the Land Use Zoning, provides the basis for design expectations for a given street.

Spokane exhibits four street classifications:

- Principal Arterial – Spokane's largest streets that provide regional connections and serve the highest volumes of traffic.
- Minor Arterials – Similar in design to Principal Arterials, Minor Arterials typically have fewer lanes and connect Collectors to Principal Arterials.

- Collector (Major and Minor) – Streets that circulate through neighborhood hubs and connect to minor and principal arterials. Collector streets are further defined as Major and Minor Collectors depending on traffic volume, but for the purposes of design, these will be treated under the same criterion.
- Local Access – Low-volume and low-speed urban streets providing access to homes and businesses.

In combination, the zoning contexts and street classifications result in sixteen overall street characterizations for Spokane. Street character, identified at the start of a project is the basis for this design standard, and sets the starting point for decision-making balance through the design process.

Street design for a given street should change with the context. For example, Garland Avenue's zoning changes several times from Alberta to Division, as depicted in Figure 1. Cross sectional design elements for the CC1-NC zone will be selected differently than for the RSF zone. Consult the zoning maps when beginning a street improvement project to understand context changes along a corridor that may warrant design adjustments from one stretch of roadway to the next.

Figure 1 – Zoning map (full map available at <https://my.spokanecity.org/opendata/gis/>)



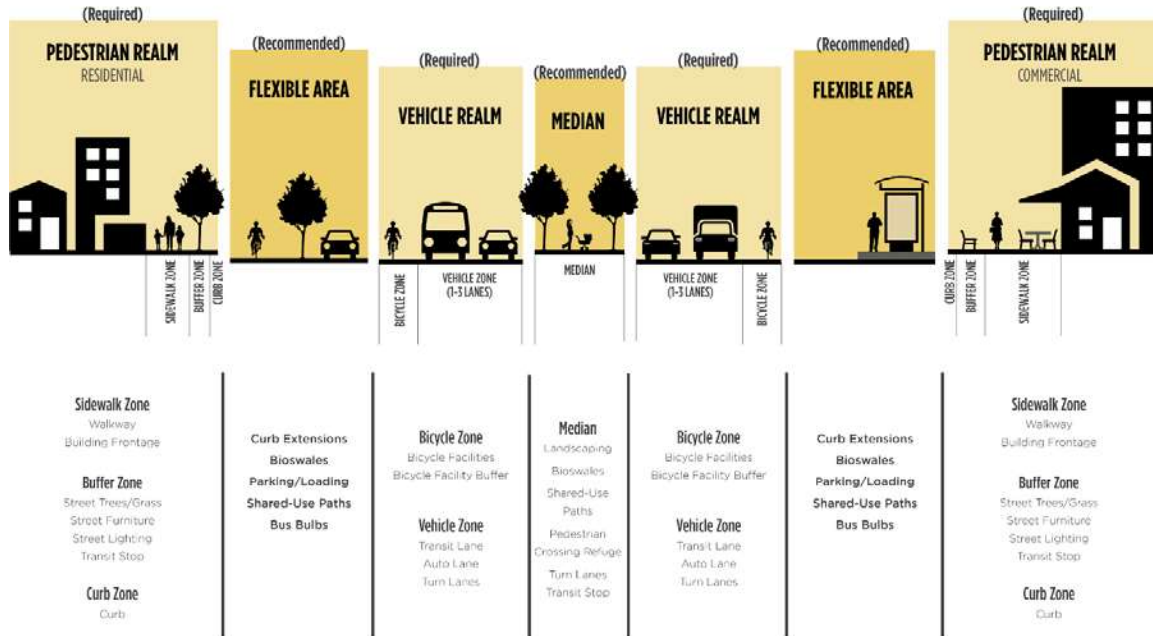
Industrial route streets serve the areas where industrial zoning is assigned. Freight routes, as planned for traversing the city, may also be considered Industrial despite other zoning such streets traverse. Due to the high percentage of larger commercial trucks, vehicle lanes are typically wider (11 to 12 feet) to provide sufficient space, which is most important approaching intersections where truck lane changes and turn movements require wider geometric layouts than passenger vehicles. These streets require special attention to factors such as pedestrian crossings, pedestrian visibility, and bicycle facility design to ensure corridors may balance industrial needs and multi-modal functions, particularly where industrial land uses are co-existent with pedestrian-generating facilities.

3.2-2 Street Realms and Zones

The cross section of a street includes some elements that are standard to all streets and others that are recommended for certain street character. Within the overarching street areas (Pedestrian Realm, Flexible Area, Vehicle Realm, Median) various elements can be arranged to provide a high-quality street depending on the needs of a given area. By thinking of streets in zones, designers ensure multimodal outcomes by considering all needs in relation to land use zoning context. All Spokane streets must have sidewalks, for example, which fall under a

“required” zone, whereas additional elements such as curb extensions or medians can only be built if enough room exists after placing the required elements.

Figure 2 – Street Realms and Zones



The **Pedestrian Realm** includes the area from the property line or building front to the curb and is made up of three primary zones: the sidewalk zone, the buffer zone, and the curb zone, as defined below.

- **Sidewalk Zone.** The sidewalk zone is the area dedicated to pedestrian travel between the buffer zone and the property line. A minimum of 5 to 8 feet of concrete surfacing must be built as defined in the Land Use Zoning. ADA standards also dictate minimum dimensions to be kept clear of obstacles and protruding objects and provide a direct connection along pedestrian access routes. Vending tables, sidewalk cafes, or other activities that protrude into the through-walking space must conform to SMC Section 17C for minimum through-way requirements for the applicable Land Use Zone. In addition to the pedestrian walkway, the sidewalk zone also includes the building frontage wherein could be located vending tables, sidewalk cafes and various street furnishings.
- **Buffer Zone.** The buffer zone is located between the curb and sidewalk zone. This area can be paved or planted, depending on the street character. It may include street trees, parking meters, planters, rain gardens, bioretention swales (overlapping into flexible area), bus shelters, utility poles and boxes, lamp posts, traffic signs and signals, bike racks, news racks and stands, waste receptacles, street furniture and drinking fountains. In addition to the curb zone, the buffer zone provides a buffer for pedestrians from the adjacent roadway and can accommodate snow storage in the winter. Vegetation in this area will generally be maintained by the adjacent property owner, except in the case that such serves a stormwater management purpose. In that case, the city will often maintain vegetation.
- **Curb Zone.** The curb zone is a continuation of the sidewalk elevation plane, typically lies between the traveled way and the buffer zone, and typically consists of 6-inch-wide

elements; although wider elements like bicycle parking or riding facilities are sometimes included. The curb zone will commonly be incorporated into the flexible area for curb extensions or raised cycle tracks, for example. It provides space to open a car door, for vehicle overhangs and for pedestrians to wait for taxis or buses. For those with visual impairments, the curb indicates the border between the sidewalk and the roadway. The curb zone should be free of all objects, furniture, sign posts etc.; particularly adjacent to on-street parking.

Flexible Area (optional). This space between the vehicle realm – where vehicles and bicyclists move – and the curb zone can be programmed for car parking, bike parking, landscaping, stormwater management (general overlap with buffer zone), pavement-level protected bike lanes, shared-use paths, bus bulbs, or curb extensions. Shy space, a distance commonly required on the right side of a vehicle to allow for driver deviation near curbs is also part of this area. Not all streets have enough space for both required and optional elements.

Vehicle Realm. This area has two zones:

- **Bicycle Zone.** Consult the Master Bicycle Plan and Section 3.5 to determine the type of facility and design desired. Depending on the street character, this zone may include shared lane markings, a lane, a buffer between the lane and vehicles, or other components. In some cases the bicycle facilities will be placed in the Flexible Area, such as in the case of a multi-use path or parking-protected bike lanes.
- **Vehicle Zone.** Auto or transit vehicle lanes are included in this zone, including the outer travel lane, inner travel lane(s), and optional Two-Way Left Turn Lane (TWLTL).

Median. Medians calm traffic, provide refuge for pedestrians crossing the street (especially along wider streets), and present opportunities for landscaping, streetscaping, stormwater management and transit stops. Medians can be used midblock in tandem with turn lanes at intersections. Similar to the Flexible Area, not all streets need medians, and when medians are considered, access to utility access or controls, left turns, alley access, etc. should be maintained where appropriate. Based upon available right-of-way and community input, a menu of options can exist in a median. Pedestrian refuge medians should be installed in accordance with SMC 17H.010.210 and SMC 17H.010.215.

Dimensions in Table 1. Flexibility in street design may be maintained by referencing a range of possible dimensions rather than prescribing exact requirements. A design, may thus be crafted based upon the unique elements of each street. Street design, particularly within the built environment, requires a range of possible elements and dimensions in order to deliver desired outcomes. Table 1 lays out the target dimensions for street zone elements by street classification and zoning contexts.

Wider sidewalks, buffer zones, swales and medians are allowed without a deviation. Shared-use path width may be decreased to 10' or increased without a deviation. Deviations beyond these standards must be approved by the City Engineer per SMC 17H.010.020.

(required)

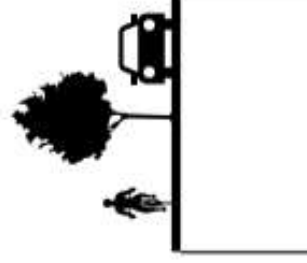
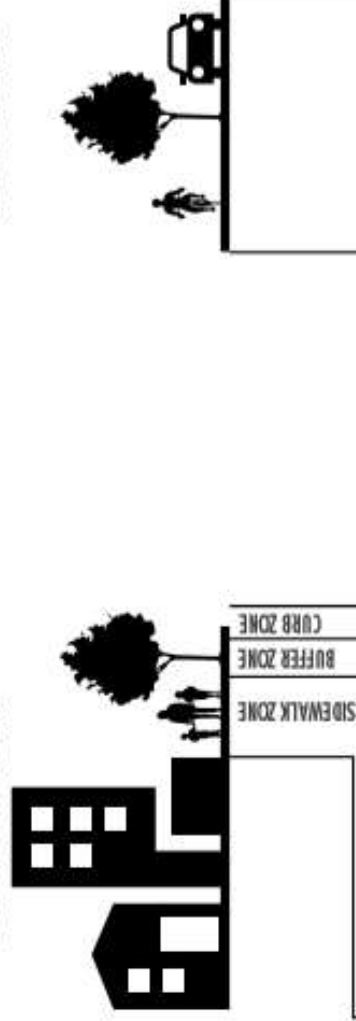
PEDESTRIAN REALM

(recommended)

FLEXIBLE AREA

(required)

VEHICLE REALM



Sidewalk Zone ^b	Buffer Zone ^{cd}	Curb Zone	Opt. Shared Use Path ^{de}	Stormwater Management ^h	Curb Extensions/ Bus Bulbs ⁱ	Parking	Bicycle Lane ^a	Bicycle Buffer ^f	Vehicle Zone Outer Lane ^g	Vehicle Zone Inner Lane ^g	Vehicle Lane
Downtown DTC, DTG, DTU, DTS; Form Based Code CA1, CA2, CA3, CA4											
7	5	0.5	12	Varies	7	8	6	1.5-5'	11	11	11
7	5	0.5	12	Varies	7	8	6	1.5-5'	11	11	11
7	5	0.5	12	Varies	7	8	6	1.5-5'	11	11	11
7	5	0.5	12	Varies	NA	7	6	NA	10	NA	NA
Commercial O, OR, NR, NMU, CB, GC											
7	5	0.5	12	10	7	8	6	1.5-5'	11	11	11
7	5	0.5	12	10	7	8	6	1.5-5'	11	11	11
7	5	0.5	12	10	7	8	6	1.5-5'	11	11	11
7	5	0.5	12	6.5	NA	7	6	NA	10	NA	NA
Residential RA, RSF, RSF-C, RTF, RME, RHD											
5	6	0.5	12	10	NA	8	6	1.5-5'	11	11	11
5	6	0.5	12	10	NA	8	6	1.5-5'	11	11	11
5	6	0.5	12	10	NA	8	6	1.5-5'	11	11	11
5	6	0.5	12	6.5	NA	7	6	NA	10	NA	NA
Industrial IJ, HI, PI											
5	6	0.5	12	10	NA	NA	6	3	12	12	12
5	6	0.5	12	10	NA	8	6	3	12	12	12
5	6	0.5	12	10	NA	8	6	1.5-5'	12	12	12
5	6	0.5	12	6.5	NA	7	6	NA	11	NA	NA

For adjustments are allowed to fit the street context. See discussion in section 3.2-2 for further detail.

at sidewalk requirements. In locations where existing sidewalks exceed the dimension in Table 1, the sidewalk width street improvement.

continuous buffer requires a 5-foot minimum width for commercial zones. For residential and industrial zones, the narrower buffer may be used in select zones if tree vaults are implemented.

or concrete. When stormwater disposal is a governing concern, consideration should be given to use pervious

H. Consult the Spokane Regional Stormwater Manual and/or Eastern Washington Low Impact Development Guidance Manual for facilities. The stormwater catchment area must meet the required volume generated by the planned impervious area. In Down & Corridor zoning roadside swales are less common and alternative stormwater facilities in accordance with the above identifying stormwater piped to another location.

I. On transit corridors, use bus bulbs if space allows to ease boarding, reduce sidewalk congestion, and allow buses to easily be done only if there is a second lane for vehicles to continue around stopped buses.

J. "High Traffic" and "Medium Traffic" lane routes on the Master Bicycle Plan should include buffers. Separation buffer between

3.2-3 Place-Making Elements

According to the Project for Public Spaces, place-making facilitates creative patterns of use, paying particular attention to the physical, cultural, and social identities that define a place and support its ongoing evolution. Key to a successful place-making effort, is an associated community-based participation which helps identify a location's assets, inspiration, and potential to contribute to people's health, happiness, and well-being. This public participation also builds coalitions that will help care for the physical components of place-making, as well as assist in programming events held in such places.

As regards streetscaping, place-making involves the use of "unique design features that have the ability to set a street or segment of a street apart, helping to create an environment for economic vitality and innovation. Application of place-making design elements should be used in connection with planned land uses and in coordination with stakeholders." (Spokane Comprehensive Plan). This can occur through a number of planning efforts, including sub-area planning, neighborhood planning, and staff-level or board-level design review.

Capital Street projects have a unique opportunity to enhance place-making within the right-of-way. Examples of place-making treatments are provided below.

- Use of historic sidewalk patterns and stamping street names into the concrete.
- Preserving historic brick patterns in the gutter.
- Use of neighborhood specific tree grates and manhole covers.
- Re-use of historic granite curbing.
- Decorative lighting fixtures per the districts and standard types outlined in this document.
- Installation of benches, historic plaques, artwork, planter boxes, etc.
- Establishment of scenic overlooks.
- Trees and other plantings in the buffer strip or center median.
- Installation of street furnishing such as benches, bike racks, custom trash receptacles and media corrals.
- Bulb-outs at intersections or crosswalks
- Architectural features such as balconies, marquees, or arcades that may project out into the right-of-way (subject to appropriate clearances)
- Parklets and/or streateries

Other than potential landscape or hardscape improvements in a median, place-making treatments would generally be restricted to Pedestrian Realms, Alleyways, and Flexible Areas. Any place-making treatments in the Vehicle Realm (e.g. custom lighting or artwork on Skyways) must meet the other provisions of this document.

3.3 Right of Way

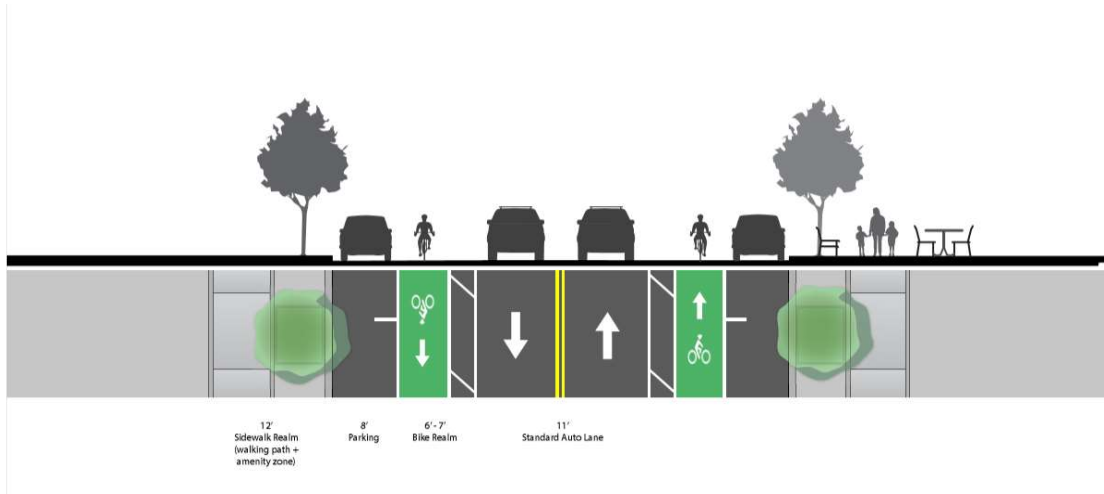
Follow the guidelines of SMC 17H.010.050 to determine minimum dimensions required for right of way for new development. Preservation and reconstruction work will often seek a balance of uses due to limited available space. Such balance should be determined based on land use context and right of way available.

Narrower right of way widths may be allowed in new development only at the discretion of the City Engineer. Variance requests will be evaluated based on topography, traffic circulation,

emergency vehicle access, zoning, utilities, existing development and on-street parking requirements.

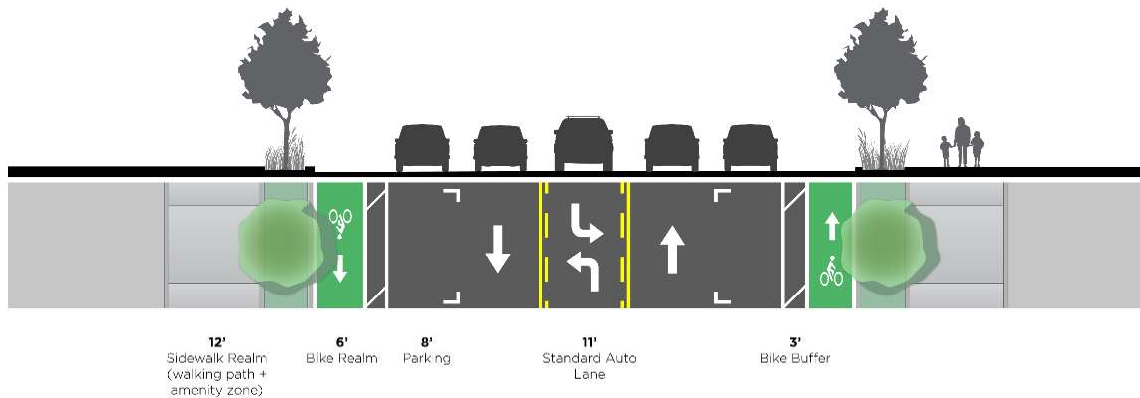
Application of Table 1 to a new and existing right-of-way is illustrated below. In some cases, the designer will be laying out a new street (Figure 3).

Figure 3 – Sample layout of an Urban Collector



In retrofit situations, Minor Arterials built to the city's earlier standards can have space reallocated based upon current pedestrian, bicycle, stormwater, transit, and/or other plans (Figure 4).

Figure 4 –Reallocation of space on example Urban Collector/Minor Arterials



In alignment with city goals (from the Transportation Chapter of the Comprehensive plan) TR A: Promote a Sense of Place and TR B: Provide Transportation Choices to achieve a balanced, multimodal transportation approach (emphasis on walking, biking, transit) street space must be reallocated if possible to users aside from drivers. FHWA has published guidelines for when a road can be downsized to three lanes (two through lanes and a center turn lane). Roads with 10,000 ADT or less are considered great candidates for a road diet. Roads with 10,000-15,000 ADT are good candidates in many instances, but agencies should conduct intersection analyses and consider signal retiming with implementation. Roads with 15,000 -20,000 ADT may be good candidates but agencies should first conduct a corridor analysis. Excess vehicle lanes can be allocated to parking, landscaping, stormwater facilities, bicycle facilities, or widened sidewalks.

When undertaking a repaving or reconstruction project on multi-lane streets with ADT of 20,000 or less, designers must undertake a traffic analysis and consider reconfiguring traffic.

3.4 Pedestrian Realm Facilities

3.4-1 Sidewalks

Sidewalks are the basic element of walkability, and can be augmented with planted buffer strips, center medians, and street furniture. The sidewalk zone includes both the area in front of a building where cafes or vendors might operate as well as the area for walking through. Ensure that for land uses where cafes and other active frontage uses are expected, appropriate unobstructed sidewalk width for walking is maintained per SMC 10.28.

Sidewalks shall be located as required by SMC 17H.010.180. Width and profile grade design criteria for sidewalks are outlined in Table 1 and Table 8. Sidewalks shall be designed in accordance with the Standard Plans and City of Spokane GSPs, and may use pervious concrete where feasible (SMC 17C.110.410, 17C.120.230, 17C.130.230).

Shared-use pathways may be substituted for sidewalks. This will typically occur in locations designated as shared-use paths on the Bicycle Plan, but other locations may be identified through the development permitting process or through a capital project design process.

Where existing, elevated structural sidewalks (vaulted over building basement spaces) are intended to be kept, they shall be designed in accordance with the applicable portions of the latest edition of the Uniform Building Code. The minimum concentrated load, L, to be used in the design shall be 10,000 pounds applied over a contact area of 100 square inches. The minimum single axle load shall be 20,000 pounds. The design tire load shall be 600 pounds per inch of tire width. The construction of new buildings with open space under the sidewalk shall not be allowed, nor shall private utilities for said buildings be placed under the sidewalk.

When development occurs on sites with existing sidewalks; broken, heaved, or delaminated sidewalk adjacent to the project shall be repaired or replaced as part of the project. Locations of sidewalk repair or replacement shall be included on plans submitted to Developer Services for review.

Reconstruction projects, where funding sources allow, should also consider sidewalk condition and completeness. Existing sidewalk width may fall short of the current standard. Consideration for widening will be a decision during the scoping phase while funding is gathered. Preservation projects is not required to adjust sidewalk width or condition of sidewalk parallel to the roadway, but grind and overlays are required to attend to ADA compliance updates at street crossings, in accordance with federal regulations.

Pedestrian detours must be planned and implemented whenever work reduces the through-walking path below acceptable ADA standards. Temporary sidewalk, when necessary, may displace vehicle parking or travel lanes, as appropriate, in order to provide a walking path detour for high-use sidewalks.

3.4-2 Buffer Zone

Buffer strips (separated sidewalk) can add greenery to a street, provide snow storage space, and provide horizontal separation for pedestrians from vehicle traffic. Buffer Strips can be hard surfaced or planted depending on the land-use zoning. The requirements for buffer strips are

included in SMC 17H.010.190, which requires buffer strips on both sides of all streets; SMC 17C.200.050, which guides dimensional requirements for incorporating street trees; and Table 1 which compiles the dimensional requirements from each land use zoning as defined in SMC 17C.

Reconstruction work should include pedestrian buffer strips where space allows. However, space limitations may determine availability of this option. Roadway narrowing may be considered when conditions allow, to create the necessary space for pedestrian buffers. Refer to the Pedestrian Master Plan, and prioritize buffers particularly for projects within pedestrian priority areas. Even creating this condition on one side is preferable to neither side. When creating a buffer on one side, take into account the continuity of pedestrian travel and likely destinations like schools, markets or community facilities. Street maintenance activities (non-capital) are not required to consider linear elements beyond the curblines unless attending to ADA or utility items.

3.4-3 Curbs and Gutters

Integral cement concrete curb and gutter shall be constructed per the City standard plan on roadways with profile grades below 1.0 percent. Special drainage issues may allow the use of alternative curb profiles depending upon road profile and setting, upon approval of the City Engineer. When repairing or replacing existing sections of curb, the type of curb constructed may match the adjacent curb.

The curb radius at alley entrances is addressed in the City's Standard Plans.

Consider curb extensions (bulb-outs or bumpouts) at intersection corners whenever on-street parking is present along the block. Curb extensions shorten the crosswalk width, assure parking setbacks from intersections and crosswalks, and delineate (or "book-end") parking lanes. The extension from the curbline should generally be 1 foot less than the parking lane width, but in some instances additional "shy distance" from the adjacent travel lane may be considered. Bumpout design must consider whether a bike lane is planned in the future. Curb extensions may also be used midblock to provide traffic calming or to protect a midblock crosswalk. Bumpouts should generally be implemented as part of a series, as singular instances of bumpouts on a corridor could result in a hazard. Use appropriate design and accommodated vehicles and refer to effective turning radii when designing curb extensions. Curb bumpouts should be delineated with flexible candles on the curb line near the travel paths to aid in winter visibility for drivers and snow plowing.

Figure 5 – Curb extension works to narrow a road adjacent to a school



Source: Googlemaps

3.4-4 Curb Ramps

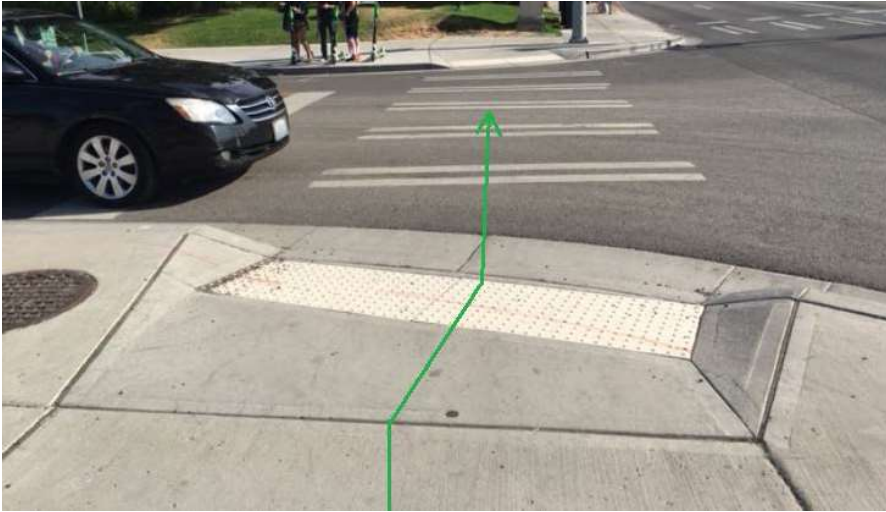
Curb ramps can improve access for many, especially wheelchair users, people wheeling strollers, people with mobility challenges and older adults. How curb ramps are installed affect accessibility, particularly for people experiencing vision loss. Visual impairment can be very limiting for individuals, and physical clues built into street infrastructure are quite helpful. Curb ramps shall be designed in accordance with the recommendations of PROWAG, NACTO, the WSDOT Standard Specifications, and the City of Spokane Standard Plans and General Special Provisions. Curb ramps shall be located in accordance with the City of Spokane Standard Plans, SMC 17H.010.200, and SMC 17H.010.210E. Reconstruction and grind and overlay type preservation projects shall include ADA compliance updates as required by federal regulations.

In all new construction and reconstruction projects placement of two ADA compliant curb ramps per corner is required. The ramp layout should maintain the pedestrian line of travel when feasible. Ramps should be aligned such that the running slope (and edge curb if used) is parallel to the crosswalk markings and direction of pedestrian travel. Grade breaks at the top and bottom of the ramp should be perpendicular to the direction of travel. The low-point for stormwater collection should not be in front of the ramp.

Figure 6 – Ramp running slope aligned with direction of pedestrian travel and ramp on opposite corner



Figure 7 – Ramp running slope misaligned with crosswalk does not provide information to sight impaired individuals



For retrofit or preservation work the priority is to use two curb ramps per corner. However, the use of single curb ramps per corner may be appropriate when relocation of utilities would be required to accommodate dual ramps, topographic constraints, right-of-way constraints or intersections with small curb radii. When using a single curb ramp per corner, it is helpful to avoid deviating from the pedestrian line of travel. Alignment cues such as use of perpendicular angles should be utilized. Curb ramps are generally built with flared sides, but at times will be built with pedestrian curbs flanking the ramp. Pedestrian curbs used in this manner should be parallel to the crosswalk.

Figure 8 – Dual ramps with curbs instead of flares



3.4-5 Street and Pedestrian Lighting

General

This section provides general information on street lighting with the City of Spokane. Additional detail, such as the need, type and location, and request process for new lighting is determined by the “Street Lighting Guidelines”, a document available from the Street Department.

Street lighting will generally be provided by the serving utility company. In these locations the maintenance and capital costs are included in the utility company rate. However, on bridges, traffic signals, downtown, certain business districts, and other locations the City may provide lighting equipment and maintenance in addition to the energy costs.

Arterial Street Lighting

Arterial lighting is typically 200 watt LED equivalent with one luminaire per intersection. Continuous roadway lighting on arterials is considered on a case by case basis. Lighting levels may be increased on arterials if the City Engineer determines higher levels are appropriate. Generally, low-volume neighborhood collector arterials will have lighting similar to residential streets while high-volume minor and principal arterials may have continuous high-level lighting service.

Arterial lighting will typically be installed on wood poles. The City Engineer may elect to install metal poles on certain streets. Adjacent property owners have the option of upgrading to metal poles through direct negotiation with the serving utility company.

If the arterial lighting service provided by the City does not fit the desired needs of the adjacent property owner, developer, or neighborhood association, they may install a private lighting system. The City will not participate in the costs of any such system. The presence of such a private system will not preclude the City from providing street lighting in conformance with the “Street Lighting Guidelines” if requested. All private lighting systems will require appropriate permits and encroachment agreements.

Preservation projects will not be required to update street lighting. Reconstruction projects should consider updating lighting as defined here-in.

Decorative Street Lighting

Decorative street lighting is limited to specific areas of the city and are considered an appropriate kind of place-making element. These areas are defined below. For new installations the maintenance cost may be funded by a business district or similar organization. This section is not applicable to lighting installed and maintained by the Parks Department.

The city has adopted three specific luminaire styles that must be used for all new city-maintained installations or updates. The styles are referred to as Modern Acorn, Transitional Series and Traditional Series. Project designers should refer to Standard Plan J-200 for the specific type to use in the CBD and North Bank/Spokane Arena Districts, and refer to the Street Department for guidance on specific types not listed on that plan.

Central Business District. A large area generally defined as the area south of the Spokane River, west of Division, north of I-90 and east of Maple Street. Some areas in the CBD provide decorative pedestrian lighting and street lighting, others are pedestrian only. Much of this area still has the Expo '74 lights that are being removed and replaced

with street improvement projects. The infrastructure supporting this lighting (conduits, wiring, electrical cabinets) also need to be updated when the newer decorative fixture are installed.

University District (south). Parts of the south University District including the Sherman Plaza, the south bridge landing, on Riverside from Sherman to Sheridan, on Sheridan from Riverside to Sprague. Overlaps with the East Sprague Business District lighting.

East Sprague Business District. The area along Sprague Avenue east of Division to Altamont Street.

North Bank/Spokane Arena. There is some decorative lighting in the vicinity of the Spokane Arena and north edge of Riverfront Park.

Monroe-Lincoln South. This business district has pedestrian lighting on the arterial street from approximately 10th Avenue to 15th Avenue.

North Monroe. Monroe Street from the river north to Alice Avenue. There is a gap between Mallon and Indiana.

The following districts have special fixtures that are maintained by other entities.

University District (north). The area east of Division, south of the river, and north of the railroad. This lighting is maintained by WSU.

Kendall Yards. The Kendall Yards development has decorative pedestrian lighting throughout the development. This lighting is maintained by Kendall Yards.

Gonzaga District. Parts of the Gonzaga campus including the frontage along Hamilton Street. This lighting is maintained by Gonzaga.

Many of the decorative lighting areas have legacy fixtures that are maintained by the City but no longer used for new installations.

West Broadway. Broadway Avenue from approximately Elm Street to Walnut Street within the West Central neighborhood.

Browne's Addition. The intersection of Pacific Avenue and Canon Street in the Browne's Addition neighborhood.

Perry District. Along Perry Street from 8th Avenue to 12th Avenue.

Sunset Boulevard. Along Sunset Boulevard from 5th Avenue to Hemlock Street, generally associated with the Inland Empire Way underpass.

Hillyard District. The Hillyard Business District has decorative lighting along Market Street.

Cliff Drive. On the Cliff Drive bridge over Grove Road.

Local Access Street Lighting

Local Access Street lighting consists of a 100 watt LED equivalent lighting fixture on a wood pole at each intersection. Midblock lights may be installed on long blocks of 600 feet or more. However, lights will not be placed less than 200 feet apart.

- The Streets Department maintains a first-come, first-serve priority listing for new lights to be installed as funding comes available.
- Street lights will not be provided at dead ends or at the end of cul-de-sacs. However a midblock street light may be approved for cul-de-sac streets at least 600 feet long.
- The person or group requesting lighting may upgrade the basic wood pole to a metal pole through private negotiations with the electrical service company.
- If the basic street lighting service provided by the city does not fit the desired needs of the adjacent property owner, developer, or neighborhood association, they may install a private lighting system after obtaining the appropriate permits and encroachment agreements. The city will not normally participate in the cost of any such system.

3.4-6 Roadside Planting

Any roadside planting shall conform to the City's clearances/clear zone standards as discussed in Section 3.12 and SMC 17A.020.030N, and SMC 17C.200.050. A permit in accordance with SMC12.02.960 is required for the planting, removal, or pruning of any street tree. Guidelines for proper tree installation can be obtained from the Urban Forestry program of the Parks and Recreation Division. Locations of all existing and proposed street trees shall be shown on plans submitted for review.

The standards within this chapter provide a target set of dimensions for basic tree growth space. Following these standards will support the growth of street trees in an urban environment, and but will not likely support a thriving canopy that can be experienced in more park-like settings. Within the confines here-in defined, tree growth and health will, in time, be stunted, requiring replacement at a younger age. In order to develop a more mature canopy, additional space (beyond these standards) for root growth would be necessary. In further consideration of larger growth expectations, the planter width should appropriately provide for larger trees. The following recommendations set the stage for the standard street tree, thus if larger growth is desired, additional considerations should be discussed during the tree permitting process.

Existing Street Trees

When development occurs on sites with existing street trees, the following items must be addressed as part of the project:

- All dead or diseased trees must be removed and replaced.
- Trees that are missing shall be replaced.
- Broken or missing irrigation systems shall be repaired or replaced as needed when incorporating new plantings.
- Broken or missing tree grates shall be repaired or replaced.
- All concrete tree grates shall be replaced with metal grates meeting ADA requirements.
- When structural sidewalk is removed and backfilled, concrete planter vaults shall be removed and replaced with an appropriate containment facility providing at least 100 cubic feet of soil.
- Gaps between the tree grate and the soil surface exceeding 6 inches shall be filled in with pea gravel.

- Tree grates that are not flush with the surrounding sidewalk shall be raised or lowered as necessary to prevent a tripping hazard.
- If existing trees have roots that have heaved pavement or sidewalk, work with Urban Forestry to determine an appropriate course of action.

New Street Trees

Tree selection shall be coordinated through Urban Forestry. Approval shall be obtained from the City Engineer and the Urban Forester prior to planting tree(s) in the City right of way. A Street Tree Permit (SMC 12.02.960) is also required before planting tree(s) in the City right of way.

In an effort to assist in the selection of an appropriate tree, the City has published a document entitled "Spokane Urban Forestry Approved Street Tree List" which is included in Appendix F. Not all of the trees appearing on this list are acceptable for every situation. Requests to plant trees not included on the list will be considered on a case-by-case basis. Urban Forestry can provide the most current list.

When locating street trees, the following specific criteria shall apply. In the case that these criteria would prohibit planting of street trees, the Urban Forester and City Engineer may consider alternatives:

- a) Street tree installations shall meet all City of Spokane visibility requirements as defined by clear view triangle (SMC 17A.020.030) for intersections and driveway approaches and be placed to provide minimum stopping sight distance for stop signs and visibility for warning and other regulatory signs.
- b) Street trees shall be located so as to not interfere with street signs, visibility of regulatory and warning signs, lighting poles, STA stops or pads and to accommodate ADA pedestrian requirements. Also tree locations should consider the tree canopy reach, the impact that may have on fire aerial operations and visibility of warning and regulatory signs.
- c) Minimum separation distances from the centerline of a tree to other structures or improvements in the planting strip shall be as follows:
 - 1) 10 feet to edge of single-family residential driveway, 15 feet to edge of commercial or multi-family driveway (10 feet may be allowed in some cases);
 - 2) 20 feet to street light luminaire (15 feet may be allowed where lighting pattern is not affected);
 - 3) 10 feet to hydrants and utility poles. Lower limbs must be pruned for full visibility of the hydrant. No new utility pole location shall be established closer than 10 feet to an existing tree;
 - 4) As required to provide an adequate clear sight triangle as defined below and shown in the Appendix;
 - 5) 15 feet to underground duct or pipe;
 - 6) 5 feet from curb cut for drainage;
 - 7) 20 feet from drywell, unless the species permits a closer placement due to crown diameter;

- 8) and shall conform with the Arboricultural Manual: Specifications and Standards of Practice.
- d) Trees that are suitable for wet areas shall be selected for planting within bioretention or biofiltration areas. Trees that are planted within bioretention or biofiltration areas shall not interfere with, obstruct, or retard the flow of water in the stormwater facility.
- e) Spacing of street trees will be determined by the permitting department. Clustering of trees may be allowed under specific circumstances. Contact Urban Forestry Department for more information.
- f) If trees are to be planted in an area with no planting strip, the following criteria shall apply:
- 1) A permanent, hard walking surface at least four feet wide shall be provided between the tree well or planting area and any structure or obstruction.
 - 2) Sidewalk cuts in concrete for tree planting shall be at least 48-inch x 96-inch as shown on the Standard Plans to allow air and water to the root area. Regardless of the sidewalk cut size, the soil volume below the sidewalk should facilitate a minimum of 100 cubic feet for each tree.
 - 3) In cases where the existing walk cannot meet the four foot width requirement after tree planting, additional sidewalk width must be added within street right of way or an easement or the tree position must be modified.
- g) Irrigation systems shall be required for all areas where street trees are planted. In most cases, irrigation is to be provided by adjacent land owners.
- h) Any proposed deviation from these conditions shall require submittal of a written request/ explanation to the Department of Engineering Services or Development Services Center and shall be subject to review and approval by the City Engineer and/or the Director of Parks and Recreation.

3.4-7 Transit Stops

Transit riders must walk along and often cross the street to access and exit their bus stop. Transit-supportive design provides safe and convenient walking routes considering every passenger's trip from start to finish. Transit stops play an important role as part of the streetscape; with the integration of quality bus shelters, wayfinding maps, real-time information systems, and other key features, bus stops have the potential to enhance the public realm.

Stop Placement

Stop placement must be determined through discussion with STA. Locate bus stops in safe and secure locations where they meet both passenger and operational needs. Each intersection and potential bus stop exhibits unique characteristics that should be considered. Near and far side stops at signals both have pros and cons. Locating stops on the far side reduces conflicts between right-turning vehicles and buses, but can also result in traffic queues through the intersection. Far side stops also allow buses to clear the intersection and efficiently continue operations. Near side stops place the riders closer to the crosswalk.

In-lane vs. pullout stops have similar pros and cons. In-lane bus stops speed up the operation for transit riders since the bus doesn't need to maneuver out of the lane and then wait for traffic to come back in. They also require less curb space than pullouts which can work better in areas

where on-street parking is a priority. In-lane stops work best when the stop time can be minimized through the use of off-board fare payment and curb height that matches the bus floor level. Pullout stops prioritize through traffic movement including through-moving transit, and may be desirable when the bus dwell time is consistently expected to be long (such as at a high school with large groups getting off at one time) or on higher speed roadways such as US 2 in the West Plains.

Coordinate all stop placements with STA such that operations are directly considered.

Pedestrian crossing facilities near bus stops

Locate safe, convenient, and ADA-accessible crossing facilities at or near all bus stops matched to street type. Bus stops on the far-side of intersections require pedestrians to cross behind the vehicle. On the far-side, provide a 90-foot no parking zone with the bus stop located at the far end of the zone.

Where it is impractical to locate bus stops on the far side, near side bus stops should be located at least 30 feet from the intersection crosswalk to ensure pedestrian visibility and space to load/unload bicycles. Provide a 100-foot no parking zone with the bus stop located at least 30 feet from the crosswalk. No parking zones will need to be longer for bus pullout conditions. Refer to route bus size and Transit Authority plans for routes along the roadway when selecting the proper facility type and size.

Bike facilities near bus stops

Bus stops adjacent to bike lanes create conflict zones. There are several design options that can be used to provide safer interaction between these two transportation modes. Figure 9 shows bike lanes separated from bus stop activity using an island bus stop design. This design channelizes the bike lane between the island and the curb.

Figure 9 – Island bus stop separates bike lane from bus traffic



Figure 10 shows a shared bike lane and bus stop where the bike lane rises up to the bus platform level and shares the space used for the bus boarding zone. While the example photo shows a temporary installation would typically use a concrete bumpout.

Figure 10 – Shared bike lane and bus stop using temporary platform



Bus Stop Amenities

Bus stop amenities encompass the infrastructure present where passengers wait for transit vehicles. They include physical infrastructure such as seating, shelters, and lighting, and informational infrastructure like transit maps or real time information boards. Bus stops with higher levels of activity typically have more intensive infrastructure. Shelters will be located outside of the required boarding and alighting area. Coordinate with STA to ensure shelter location, seating, schedule information, and properly located bus stop signs do not interfere with pedestrian zones and accessibility.

- **Paved and Accessible Boarding and Alighting Areas.** Provide a paved and unobstructed boarding and alighting area that is a minimum 8' x 8', providing space for ramp deployment while ensuring ADA accessibility. A sidewalk can serve part of this purpose, but may require additional space to meet STA design standards¹. Higher-use transit stops may warrant additional paved frontage for queueing passengers.
- **Supply Secure Bicycle Parking Where Demand Warrants.** Secure bike parking at bus stops encourage people to ride bikes to transit, expanding the reach of transit for many users. Provide leased bike lockers, on-demand eLockers, and basic bike racks where appropriate. Locate basic bicycle parking such as staple racks at all HPT stops and bicycle lockers at all park-and-ride locations. Other optional parking facilities include bike corrals or covered parking areas.

Preservation work is performed between curb lines, and need not address transit facility updates. Reconstruction work should coordinate closely with the needs of current and future transit facilities and incorporate these as appropriate.

¹ <https://www.spokanetransit.com/projects-plans/bus-stop-design-standards>

3.5 Flexible Area

This space between the Pedestrian Realm and the Vehicle Realm can be programmed for car parking, bike parking, landscaping, stormwater management, pavement-level protected bike lanes, shared-use paths, bus bulbs or curb extensions.

3.5-1 On-Street Parking

Parking lanes allow drivers and bicyclists to park their vehicles in the public right-of-way, providing convenient access to businesses and homes, and offering loading zones for freight vehicles. Carefully managed, on-street parking can offer traffic calming, economic development, and access benefits. On-street parking lane widths shall be in accordance with SMC 17H.010.120, the City's Comprehensive Plan and/or as directed by the City Engineer. Requests for a reduced street cross-section will be evaluated on a case-by-case basis and a waiver of the on-street parking requirement granted at the discretion of the City Engineer.

Parking and utility access locations should not share the same space. When conducting preservation work that refreshes the paved surface, there is opportunity to re-balance the uses of space. The scoping of such projects should consider the need for parking or access points, which offset one another. Consolidation of access driveways can provide additional parking space. This must be done in coordination with adjacent property owners, and in accordance with access management standards.

Some older streets in Spokane function as “yield streets”. These are bi-directional streets with a through-way narrower than two cars in width, meaning drivers must yield to each other to pass. Yield street operation work best on residential streets when parking utilization is 40-60%, creating a “checkered” parking scheme, which allows drivers to pull over in empty parking spaces or driveways. Yield street operation works best on residential local access streets with two-way traffic that measure 24-26 feet wide with parking on both sides, or 16-20 feet wide with parking on one side.

Figure 11 – Example of a Yield Street: Baldwin Ave between N Hamilton St and N Perry St (25-feet wide)



Parking Lane Width

Parking on arterial streets must be accommodated by 8-foot-wide parking lanes. See Table 1 for parking dimensions. Parking width on residential streets may be narrower, but the street must meet minimum width requirements defined in SMC 17H.010.060.

Bicycle Lanes Adjacent to Parking

When bicycle lanes are included in the Master Bicycle Plan, consult Table 1 for the desired bicycle lane width to be used in tandem with parking lanes. Ideally, provide a buffer between the bike lane and travel lane, allowing cyclists to ride outside the parked car “door zone”. Where parking has a high usage and turnover, consider using parking-protected bike lanes with a door zone buffer to reduce conflicts between bikes and cars.

Angle Parking

Angle parking may increase parking supply if sufficient uninterrupted curb length is available, and is useful in mixed-use areas and retail and commercial districts. Angle parking tends to create a traffic calming effect by inducing caution for motorists driving adjacent to the parking zone. Refer to the city’s standard plan G-60 for dimensions.

Utilize back-in angle parking, which requires the driver to back into the space; particularly when placed adjacent to bicycle lanes. This allows drivers to load vehicles from the sidewalk, improves driver-bicyclist visibility as the driver departs the space, and increases safety for the driver as the person can pull out into traffic rather than blindly backing up into traffic.

Other Parking Lane Uses

New uses of the parking lanes such as bike corrals and parklets increase the use of the public space for active living, placemaking and recreation.

Bike Corrals

Bike corrals expand the amount of bicycle parking on a street without taking valuable space away from the sidewalk. Bike Corrals typically replace one parking space at the request of a local business or property owner and accommodates 12-24 bikes. Corrals can be installed at corners to “daylight” an intersection since bicycle parking has minimal effect on the visibility of pedestrians to moving vehicle traffic. Bike corrals have been shown to have a positive impact on nearby business.² Corral location must consider:

- Safety for users
 - Set corral back from travel lanes in a parking lane
 - Use corrals on streets with low speed limits and low parking turnover
- Rack placement
 - Perpendicular to curb/roadway for wider parking lanes
 - Angled racks better for narrower lanes
- Land uses
 - Commercial and retail uses have more demand for corrals

² Meisel, Drew. Bike Corrals: Local Business Impacts, Benefits, and Attitudes." Portland State University. http://bikeportland.org/wp-content/uploads/2010/05/PDX_Bike_Corral_Study.pdf

- Design
 - Demarcate corral with bollards, rubber curbs, and striping. Planters and reflective bollards may also be used.

Before installing a bike corral, require a maintenance agreement between the city and a local business owner or community organization who will maintain the corral and clear it from snow, dirt, or debris.

Parklets

Parklets repurpose street right-of-way, often motor vehicle parking spaces, into publicly accessible spaces for all to use. Parklets provide additional public space for people to sit, enjoy meals, meet others, and use for art and plantings. Parklets help communities reimagine the role of the public street. Parklets should be installed on low speed streets.

Before installing a parklet, require a maintenance agreement between the city and a local business owner or community organization who will maintain the space and clear it from snow, dirt or debris.

Requirements for parklet design, planning, and maintenance can be found in the SMC 10.55 Parklets and Streeteries.

3.5-2 Stormwater Management

Low-Impact Development Stormwater Treatments

Stormwater facilities are addressed in SMC 17D.060. Conventional stormwater management infrastructure is engineered to convey the largest volume of water from a site as quickly as possible, collecting surface runoff in subsurface structures.³ Sustainable stormwater management, by contrast, views rainwater as an amenity, using it to improve urban ecology, microclimates, air quality, and the aesthetic quality of the public realm.

Low impact development design utilizes landscaping, engineering, and urban design tools to mimic natural watershed capabilities.

Figure 12 – Lincoln Street stormwater management



³ "Chapter 3, Fundamentals of Stormwater Management," *New Hampshire Stormwater Manual* (Concord: New Hampshire Department of Environmental Services, 2006).

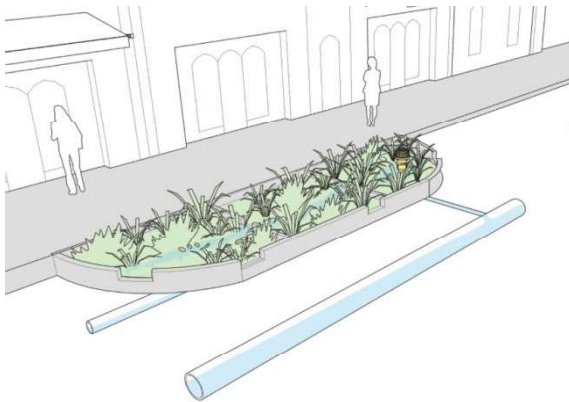
Stormwater facilities that fit the urban landscape, particularly in retrofit situations, are described below. Consult the Spokane Regional Stormwater Manual and Eastern Washington Low Impact Development Guidance Manual for detailed standards and placement guidance. Some tools for Low Impact Development are listed below.

Bioretention Facilities

Bioretention facilities are shallow landscaped depressions that receive stormwater from small contributing areas. They can be integrated into the site as a landscaped amenity because they are small-scale and dispersed. Bioretention facilities can be placed flexibly within medians, curb extensions, or public space. Maintenance of bioretention facilities involves vegetation management, soil replacement, and sediment and debris removal. In some cases it may be preferable to pipe stormwater to a nearby site where a single large bioretention facility can be constructed. This option must be enacted in accordance with the stormwater development guidelines. City reconstruction projects may have more flexibility to operate in this manner due to the extents and connectedness of the right of way.

When bioretention facilities are added to collectors or arterials, the designer should consult with STA to determine if current or future bus stops may be needed within the project limits. Adding a bus stop later on will reduce the area available for stormwater treatment.

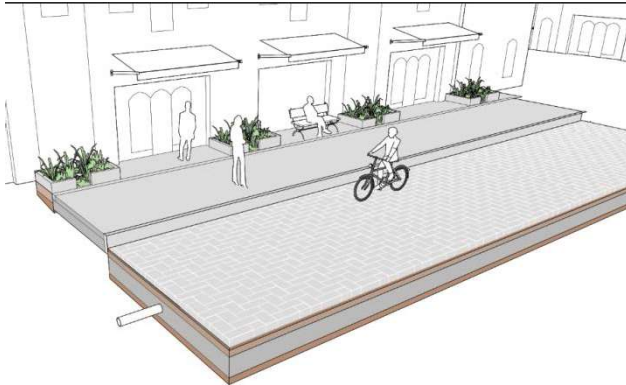
Figure 13 – Bioretention facility



Permeable pavement

Permeable pavements are being tested in the city for sidewalks, transit stops, pathways, parking lanes and travel lane surfacing. Permeable pavements generally do not work well on travel lanes of roads with high volumes and extreme loads, or where hazardous materials, dirt, or anything that could clog the pavement are loaded and unloaded. Permeable pavements may work well in parking lots, sidewalks, residential streets, medians, driveways, and fire lanes. Maintenance of permeable pavement involves street sweeping, leaf pick up, and may include pressure washing and vacuuming.

Figure 14 – Permeable pavement



3.5-3 Shared-Use Pathways

Shared-Use Pathways can be used adjacent to roadways under certain conditions. They work best in locations where limited vehicle volumes can cross the pathway. Common placements would be a pathway between the road and a ridge, river, railroad, freeway, or other manmade or natural feature that restricts vehicular cross traffic. Examples of this in Spokane include the Centennial Trail along Pettet Drive and Upriver Drive, the Ben Burr connection on 3rd Avenue, the South Gorge Trail in Peaceful Valley, and the pathway along Government Way. Low-volume street or driveway interactions may be accommodated with design features such as signage, pavement markings and adequate sight distance.

Figure 15 – Shared-Use Pathway along Pettet Drive



Shared-Use Pathways shall be employed where designated in the City's Comprehensive Plan and in the Master Bicycle Plan, and shall be designed in accordance with SMC 17H.010.260. When constructed within the road right-of-way, these will typically be constructed behind the curb and accommodate both bicycles and pedestrians. Additional width to provide at least 2' separation from the curb is desirable.

In locations with a high volume of pedestrians (downtown, college campus) or significant through bicycle traffic, it may be desirable to physically separate the pedestrians and cyclists using striping and pavement markings.

Figure 16 – Shared-Use Pathway with Separate Bicycle and Pedestrian Lanes



3.6 Vehicle Realm Access Management and Connectivity

3.6-1 Access Management and Driveway Design

Driveway locations shall be designed to provide for safe operations and minimal disruption of traffic flow. In general, the higher the street classification, the fewer the number of access points that are allowed. In areas of high-density housing, shared driveways are encouraged. Multiple unshared driveways with minimal separation between them are discouraged. Minimize driveway width and place them to reduce conflict points.

Access management enables better property access by allowing people to get off the main road and circulate through local streets. On higher speed streets, frequent access points become a safety hazard for all users. Reduce the number of driveways per property to reduce conflict points across all modes, as appropriate and when opportunity arises (see Figure 15).

Access management (i.e. consolidation or reduction of the number of driveway access points along a corridor) may be conducted during street reconstruction projects. However, driveway installations and renovations are generally completed as part of new development and must adhere to the following:

- **Encourage Alley Development to Reduce Driveways on Streets with higher Bike/Ped Activity.** Alleys provide alternative access to adjoining properties. Require utilization of these alleys instead of driveways to reduce the number of access points on main streets. Develop new alleys where possible to provide this alternative access.
- **Design Driveways to Favor Pedestrians and Bicyclists.** Driveways should not be designed as small intersections, but as minor curb cuts. Whenever possible, sidewalks across driveways should maintain their grade rather than sloping down to the street. The

material used to delineate the sidewalk should continue through the driveway. See Figure 13, Figure 14, Standard Plans F-103, F-104, and F104B for examples.

- **During Street Projects, Assess Closure of Driveways.** When street projects are undertaken, evaluate the potential for consolidating driveways along the street to reduce the number of access points. Where streets do not meet the established driveway spacing standard, require new development and consider opportunities during reconstruction projects to address this.
- **High Volume Commercial Driveways.** These driveways should be considered in areas where high volume deliveries are required, where the receiving business may be likely to have a designated loading dock. Commercial driveways may also be considered in a dense commercial center, where multiple businesses could share commercial delivery space without restricting parking availability for customers. It is critical that this type of driveway design does not over-ride the facilities for the most vulnerable users, such as pedestrians. If visibility is a challenge for commercial vehicles entering or exiting, warning systems may be installed to warn drivers and pedestrians alike of an approaching vehicle.
- **Infill Access.** On case-by-case basis, single family residential zones can be developed using a variance to develop interior lots that share a driveway with primary lots. This is meant to facilitate development of lots that could not otherwise be developed in accordance with the standards. This applies only to parcels that are between 0.2 and 1.5 acres in size (8,700 to 63,430 ft²), with an approved Design Variance. Utility, emergency fire access, stormwater considerations, and other considerations must also be met.

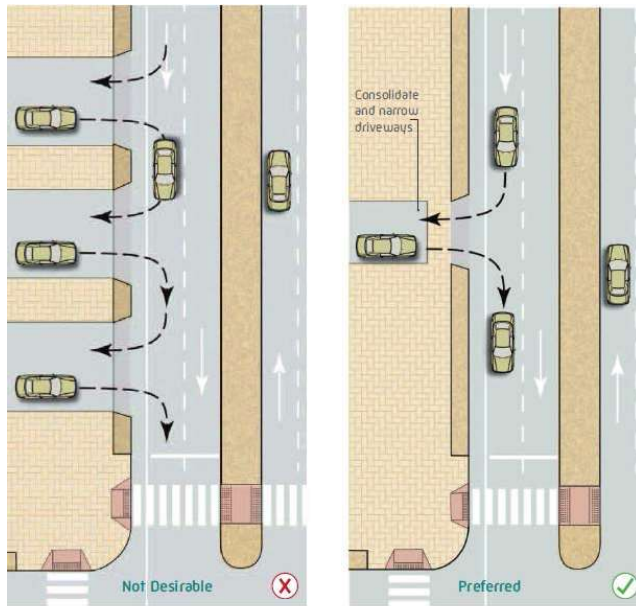
Figure 17 - Brick sidewalk pattern is continued over the driveway to establish pedestrian dominance.



Figure 18 - Continuous Sidewalk Design Establishes Pedestrian Space over Driveway



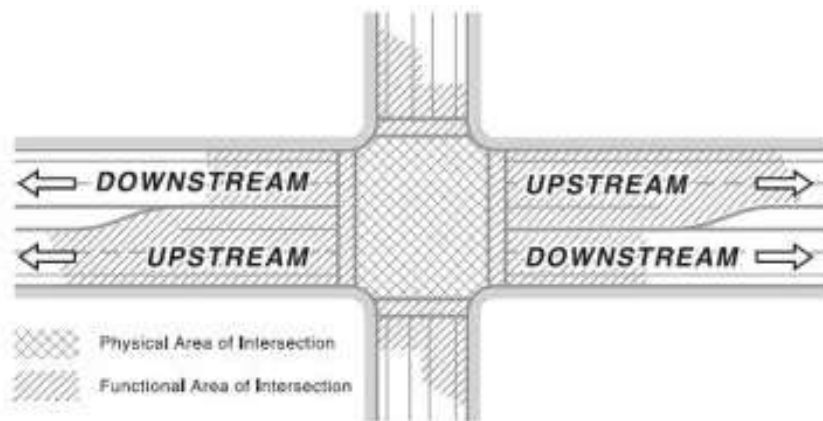
Figure 19 – Consolidated driveways increase safety for drivers and pedestrians



Access Management Standards

- Principal and Minor Arterial driveway spacing: minimum 125 feet
- Collector driveway spacing: minimum 90 feet
- Local Residential driveway spacing: one per parcel for new development
- Driveways shall be located outside the Functional Intersection Area at signals (area beyond physical intersection that includes decision and maneuvering distance), or in the alternative, may be restricted to right-in, right-out.

Figure 20 – Functional Intersection Area



- One driveway per commercial parcel with one additional access point per fronting street allowed if the property frontage is over 1/4 mile in length and the site generates more than 100 PM peak hour departing trips.
- Commercial driveway approaches should be at least 75 feet from the point of curvature of a public road curb return on arterial streets and at least 30 feet for local access streets.

- For commercial driveways handling high volumes, a deceleration lane may be provided approaching the driveway, as justified by a traffic study or operational analysis. The driveway design must still maintain a tight turning radius to foster low speeds.
- Residential driveway approaches should not be closer than 15 feet from the point of curvature of a public road curb return on arterial streets and 10 feet for local access streets.
- Limit the Width of Driveways. Driveway width should be no more than 40% of the frontage (SMC 17H.010.220).
- Restrict Driveways near Bus Stops and Intersections. Do not place driveways within 100 feet of major intersections and 50 feet of other junctions, including bus stops, crosswalks, and small intersections.
- Shared driveways is a strategy to consolidate the number of access points along a block to reduce the number of potential conflict points between motorists and pedestrians. Driveways can be consolidated in instances where a single parcel has multiple access points, or where neighboring parcels may share parking resources. Driveway consolidation typically occurs during redevelopment as parcels and land use along a corridor change. Guidance for shared driveways for Single Family Residential Zoning development projects is found in the Infill Access and Utilities Standard.
- See additional access standards for Downtown Zones in SMC 17C.124.280 and Residential Zones in SMC 17C.110.535.

Standards for State Highways

Specific access standards apply for state highways within the City limits, which are classified as managed access facilities. Managed access is based on the premise that access rights of a property owner are subordinate to the public's right and interest in a safe and efficient highway system.

In accordance with Chapter 47.50 RCW, the City adopts by reference, the provisions of Chapter 468-52 WAC, together with all future amendments, in order to regulate and control vehicular access and connection points of ingress to and egress from, the State Highway System within the incorporated areas of the City of Spokane.

3.6-2 Street Connectivity

Connectivity refers to the density and directness of connections in path or road networks. Well-connected street networks have short links, frequent intersections, and minimal dead-ends or cul-de-sacs. High connectivity creates a more accessible and resilient transportation network, providing direct routes between destinations, multiple route options, and ultimately more capacity.

In designing streets, subdivisions, and retrofitting streets:

- The layout of new streets should consider future extensions of public roads and utilities into adjacent undeveloped parcels.
- Create blocks no longer than 660 feet in length. In urban settings (dense housing, centers and corridors, downtown, or commercial), strive to create short blocks that foster circulation.
- If topography, surrounding development patterns or other constraints make it impossible to meet the 660' block length, the City Engineer may approve a longer length if the total

perimeter of the block is less than 2000 feet. In these situations, pedestrian connections should still be provided at 660 feet or less.

- While rare; when opportunities arise (in the built environment) retrofit areas of the city with existing blocks longer than 660 feet in length with, at minimum, walking and bicycling connections. See Figure 21 for an example.
- When retrofitting areas of the city to create greater connectivity; utilities, emergency access, and maintenance access should be reviewed.

Figure 21 – Baymount Court connects through to Eagle Ridge Blvd for pedestrians and bicyclists.



3.6-3 Alleys

Alleys shall be constructed in accordance with SMC 17H.010.130 and the Standard Plans. All alleys shall have a minimum paved width of 12 feet with a 4-foot buffer strip on each side. The buffer strips may be paved, grassed, or graveled. The buffer strip may be used for utilities, but must be kept free of all vertical obstructions. Fences may not be placed in the buffer strip.

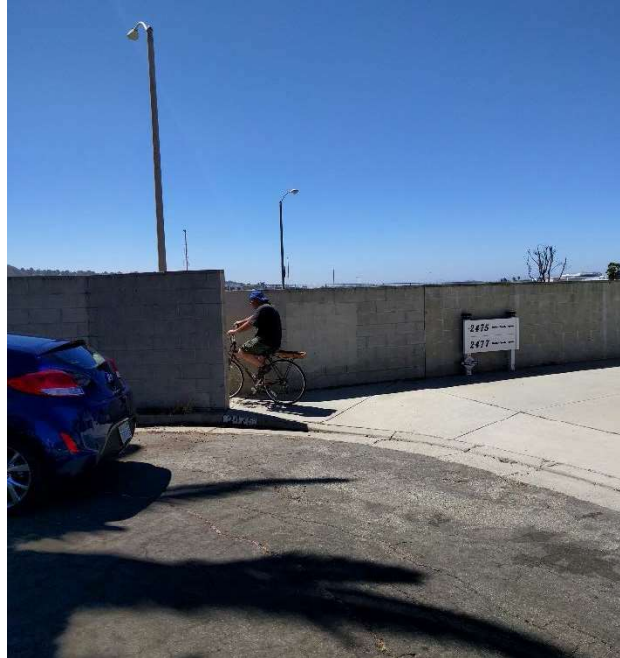
Preservation and reconstruction work will generally re-pave alley entrances to assure level matching of paving to the alley surfacing. When applicable, entrance design should coordinate with alley activation surfacing designs. Alley paving projects must comply with ADA standards where intersecting with sidewalks.

3.6-4 Turnarounds

Cul-de-sacs limit connectivity, lengthen emergency response time, and create a physical barrier between residents and trip generators. SMC 17H.010.080 restricts the construction of new cul-de-sacs unless specific conditions are met. Standard Plans W-114 and W-115 show design details of turnarounds.

In new developments, require a “stub-out” future roadway connection at the end of a street that will connect to future development. Connect existing turnarounds to any pedestrian and bicycle trails in the vicinity to close a gap in the walking and bicycling network.

Figure 22 - Example of bicycle and pedestrian connection from a dead-end street, providing additional connectivity.



If cul-de-sacs are provided, use the following types:

- **Standard Cul-de-sac:** The standard cul-de-sac is preferred for construction on local access dead end streets. The radius point of the bulb is on the street centerline. Install a stub-out at the end of the turnaround.
- **Offset Cul-de-sac:** An offset cul-de-sac has a radius point offset from the centerline, with one curb being tangent to the bulb curb. Like the standard cul-de-sac, it is intended for use on local access dead end streets.
- **Temporary Cul-de-sac:** A temporary cul-de-sac is similar to the standard cul-de-sac but allows for planned street continuation. Curbing is not installed in the temporary cul-de-sac, and the roadway dimensions resume at the terminus in preparation of further street construction (the terminus is suitably blocked to eliminate immediate access). When the street is extended, new curbs are constructed along the roadway tangent, extending from the end points of the original curbs and the excess asphalt is removed.
- **Hammerhead:** The hammerhead termination may be used on local access dead ends, but is primarily intended for use in dead end residential alleys. Construction of a hammerhead termination on local access streets is allowed only on approval of the City Engineer.

The following specific design criteria shall apply to the design of cul-de-sacs:

1. Cul-de-sac islands may be an option for any permanent cul-de-sac. The island area shall be finished in a manner approved by the City Engineer.

2. Minimum curb radius for the bulb shall be 50 feet plus the radius of a center island, if used.
3. Minimum right of way radius for the bulb section shall be 56 feet plus the radius of a center island, if used. If the sidewalk is to be located on an easement, the minimum right of way radius is 51 feet.
4. Unless otherwise approved by the City Engineer, cul-de-sacs shall be designed to "drain out" to the adjacent street to avoid flooding if the storm drainage system fails.
5. Cul-de-sac profiles shall be established to provide minimum 2% grades at all places along the gutter lines.
6. Provide a 14-foot wide connection (10-foot path plus 2-foot buffers) for pedestrians and bicyclists along fences separating two yards

3.6-5 Entrance Gates and Queuing Area

Proposed entrance gates may be allowed and designed in accordance with SMC 17H.010.100 and shall not interfere with emergency vehicle access. An adequate fire lane must be provided. If a center island is used, a minimum 14-foot wide lane between the face of curb and center island shall be provided. The center island shall not extend past the end of the gate when it is fully opened. In a case where there is no center island, the minimum road width is 20 feet. No parking on either side of the street will be allowed within 48 feet of the gate on both sides of the gate. The no parking zone shall be clearly signed on both sides of the gate. When fully opened, the gate shall not block access to structures or fire hydrants.

Gated streets require a queuing area to allow vehicles to exit the connecting street prior to the gate. The queuing area must be at least 48 feet long (measured from the intersecting curb line) to accommodate fire vehicles. Queuing areas longer than 150 feet will require a public turnaround designed to City Standards.

3.7 Vehicle Realm Geometrics

3.7-1 Bike Facilities

Bicycle facilities shall be employed where designated in the City's Comprehensive Plan and in the Master Bicycle Plan, and shall be designed in accordance with SMC 17H.010.260. Implementation of planned bicycle routes should be prioritized whenever reconstruction or preservation work is conducted, and new development should consider implementation of bicycle facilities to appropriately tie into the planned or existing network.

Side slopes adjacent to bikeways shall meet the requirements of Table 3. Minimum widths for bicycle facilities are shown in Table 1. Bicycle facility dimensions include the gutter pan.

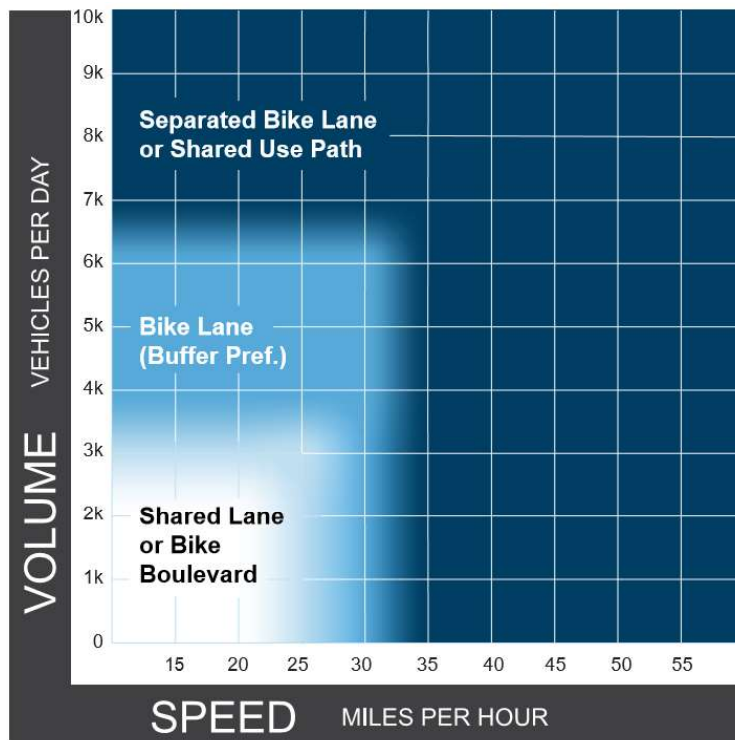
Consult the Bicycle Master Plan for design details on each bike facility type, and consider factors such as ADT, speed limit, and number of lanes when designing the bicycle facilities in accordance with the contextual guidance from FHWA shown in Figure 22 below.

Stress analysis research shows intersections are the toughest part to navigate, especially for people interested but concerned about cycling for transportation. Consult the MUTCD, NACTO Urban Bikeway Design Guide, AASHTO Guide for the Development of Bicycle Facilities, and FHWA Bikeway Selection Guide for corridor and intersection treatments.

Buffered bike lanes combine a single-direction bike lane with a buffer to provide a comfortable facility for users. The overall dimension should not be less than 6 feet without a buffer, or less than 7 feet including a buffer. This wider dimension accounts for curb-side obstructions or parked vehicle door dangers. Design should use a parallel line buffer design rather than cross-hatching to minimize the maintenance expense, although short lengths of cross-hatching may be used near conflict zones (intersections or driveways) to better communicate the purpose of the parallel lines as bike lane markings. Vertical elements may be introduced into the bike lane buffer. Planters may be used in downtown and other lower speed areas if they follow the guidelines in the Horizontal Clear Zone section. Reflective plastic bollards may be appropriate elsewhere.

Two-way bike lanes (on the same side of the road) are not addressed in Figure 1. If used they should be a minimum width of 8', although 10' is preferred, with a 2' minimum buffer.

Figure 23 – FHWA Bikeway Guide



Notes

- 1 Chart assumes operating speeds are similar to posted speeds. If they differ, use operating speed rather than posted speed.
- 2 Advisory bike lanes may be an option where traffic volume is <3K ADT.

Neighborhood Greenways (aka Bike Boulevard) are residential bikeways that prioritize bicycle and pedestrian travel over vehicle through-put. Several tools may be employed to create a greenway. Generally a greenway will be sited on a residential street paralleling a nearby arterial street. Thus connections to destinations along the arterial are readily accessed, though the stress experienced by the walker or biker are much lower. Prioritizing pedestrian and bicycle traffic is achieved by providing appropriate facilities for these modes of travel and by calming or reducing vehicle traffic flows. Greenways are commonly attributed with slow speed, minimum stop signs, and protected crossings of arterial streets.

Some greenway tools include signing and intersection treatments. Signage should be used to highlight the designated greenway, and should also provide distance-based wayfinding to community destinations for bicycle and walking traffic. Intersection treatments are particularly important to the success of a greenway. Intersections with arterial streets need to provide safe and functional crossing methods for bicycle and pedestrian traffic. Intersection treatments might also be used to dissuade vehicle traffic from the greenway. This can be done through limiting turn movements onto the corridor from more busy streets or even by diverting traffic off of the corridor at lower volume intersections. It is important that these treatments are used only on designated greenway corridors, as the impact to neighborhood traffic patterns can be significant.

Shared-Use Pathways are typically off-street facilities designed for all non-motorized users. A minimum width of 12 feet is commonly used, although wider sections may be desirable to accommodate high volumes or utility access. Guidelines for shared-use pathways next to roadways are discussed in Section 3.5-4.

Green paint should be used only in high conflict areas. Examples of high conflict areas include marking a bike lane through an intersection where there are heavy conflicting right turn movements, marking a contra-flow bike lane through an intersection, or marking the entrance to a right-turn only lane where vehicles must cross the bike lane. Green paint can also be used to connect corridors that are otherwise unclear, when introducing bicycle facilities newly to a corridor, to aid in wayfinding or in places where vehicles are found to encroach on the bicycle facility.

Bicycle detours must be planned and implemented whenever work interrupts a bicycle lane. Temporary shared-use lanes may be used, if traffic volumes are acceptable. When traffic volumes are high, bicycle detours should guide cyclists on routes and temporary facilities with relatively similar safety conditions as the route being detoured from.

3.7-2 Profile Grades

The maximum profile grade for all streets, alleys, and pathways is 8%. A variance may be granted by the City Engineer considering topography, safety, maintainability, function, and emergency vehicle access. The minimum profile grade for all streets, alleys, and pathways is 0.8%. Cul-de-sac profiles shall be established per section 3.7-3. The profile grade at all residential intersections, along minor roadways at arterials, and for all roadways at controlled intersections shall be no greater than 3% at any point within 100 feet of the near end of the curb radius on minor roadways.

Preservation work need not correct profile grade issues, except as possible to eliminate minor inconsistencies. Reconstruction projects should address needed profile improvements.

3.7-3 Horizontal Curves

Horizontal curves are to be determined in accordance with normal civil engineering procedures, considering design speeds, sight distances, roadway crown, building proximity, and vertical grades. For arterial streets with speeds of 30 mph or higher, A 100-foot horizontal curve radius

Figure 24 – Neighborhood Greenway Sign



shall be considered the minimum unless otherwise authorized by the City Engineer. The maximum superelevation on horizontal curves shall be 2%. The minimum horizontal curve radii shall be determined per AASHTO Design for Low Speed Urban Streets, based on design speed, which shall be the posted speed limit, and considering the roadway crown. Pavement widening on horizontal curves to accommodate large vehicles shall be considered per AASHTO Chapter III - Elements of Design, Table III-23.

Preservation work need not correct horizontal curvature issues, except as possible to eliminate minor inconsistencies when the roadway is not bounded by curbing. Reconstruction projects should address needed horizontal curvature improvements within a reasonable effort and cost.

3.7-4 Vertical Curves

Refer to Table 2 for sag and crest vertical curve design criteria. Vertical curves must provide adequate stopping sight distance as defined in the 2011 AASHTO “A Policy on Geometric Design of Highways and Streets”.

Preservation work need not correct vertical curvature issues. Reconstruction projects should address needed vertical curvature improvements, as possible while matching adjacent buildings and driveway grades.

3.7-5 Roadway Side Slopes

Roadway side slopes shall meet the requirements of Table 3; special sloping may be required to meet minimum sight distances.

Preservation work need not correct side slope issues. Reconstruction projects should address needed improvements, particularly where safety has proven to be compromised due to obstructions to sight distance.

3.7-6 Design Speed

Street design sets the context for driver response. Historic design practices have used 85th percentile observed speeds or have established design speed higher than the posted speed. In particular, design speed is used during design of horizontal curves. Because design speed is one of the factors in determining street context, it should be established as the posted or target speed. This practice will avoid “speed creep”, which can occur when streets are built to operate at higher speeds than posted and the next design period resets with a speed study revealing the 85th percentile has increased. Streets designed for the target operating speed have proven to have greater user compliance, and are thus safer for all users.

Table 4 – Target speeds by street type

	RESIDENTIAL, INDUSTRIAL, CB AND GC				CC, DOWNTOWN, FORM BASED CODE			
Street Type	Principal Arterial	Minor Arterial	Collector	Local	Principal Arterial	Minor Arterial	Collector	Local
Design Speed = Posted Speed = Target Speed (mph)	30-35	30-35	30	25	20-30	20-30	20-30	20-25

3.7-7 Vertical Clearances

The clearance above any street surface shall be as provided in SMC 17H.010.240 and SMC 12.02.0462.

Preservation projects must coordinate with Urban Forestry to ensure the tree canopy is in compliance. Reconstruction projects must similarly ensure the tree canopy is in compliance, and should consider opportunities to improve upon other hazards or obstructions.

3.7-8 Horizontal Clear Zones

This section is intended to replace the former City of Spokane clear zone policy ADMIN 0370-08-04. Clear zones are unobstructed, traversable areas that extend beyond the curb-to-curb dimensions of the traveled street. Clear zones allow for loss of control and other erratic driving behavior. Commonly found fixed objects in the right-of-way include: trees with a diameter of 4 inches or more (measured at 6" above ground surface), wooden poles or posts greater than 16 square inches in cross-section (without breakaway features), bridge piers, retaining walls, landscaping walls, some types of fences, signal poles, signal/lighting/ITS cabinets, culvert ends, utility poles and luminaire poles.

Generally, clear zones can be reduced in urban areas since wide unobstructed sidewalk and/or shoulders lining the roadway encourage higher-speed driver behavior. The presence of street trees and other roadside features tend to decrease overall speeds, increasing safety for all users and more comfort for people walking and biking. The City of Spokane Comprehensive Plan promotes a sense of place, encourages the installation of street trees in the planting/pedestrian buffer strips, and encourages other urban amenities along and adjacent to roadways such as planters, bollards, benches, light fixtures, kiosks, clocks and transit shelters.

The City of Spokane is granted jurisdiction over clear zones along City streets and managed access State highways within the City per RCW 47.24.020(2). Along managed access State highways this authority applies only beyond the curb, or if no curbs, beyond the portion of the roadway used for highway purposes. Between the curbs (median areas) the Washington State Department of Transportation (WSDOT) has jurisdiction over clear zone. WSDOT has full authority over clear zones inside and outside curbs along State limited access facilities within the City.

Table 5 – Minimum Clear Zone (distance from edge of traveled way)

	Posted Speed 20-35mph		Posted Speed 40 or above	
	Existing Fixed Objects ^(2,3)	New Fixed Object ⁽²⁾	Existing Fixed Objects ^(2,3)	New Fixed Object ⁽²⁾
State Highways	WSDOT ¹	WSDOT ¹	WSDOT ¹	WSDOT ¹
New street construction	n/a	4	n/a	10
Street reconstruction including width or profile adjustments	1.5	4	6	10 ¹
Street reconstruction not including width or profile adjustments	1.5	4	6	10 ¹
New installations not related to street construction	n/a	4	n/a	10 ¹

¹ If 10 feet clear distance cannot be provided within the available right-of-way, the design engineer may evaluate and justify placement as near the outer edge of the right-of-way as practical.

² On a curbed street all fixed objects shall be at least 1.5 behind curb regardless of the location of the travelled way. This is to ensure clearance for parked vehicle doors, snow removal, sign overhang, etc.

³ Fixed objects / trees with less than 1.5 feet clearance should be considered for removal or relocation. If clearance is between 1.0 and 1.5 feet existing fixed objects including trees may remain unless damage indicates a history of vehicle collision, the object or tree conflicts with the condition or operation of a street, alley or sidewalk, or removal/relocation is required due to other public safety, convenience or aesthetic considerations.

When indicated by Table 5, rigid objects within the clear zone should be removed or not installed, relocated to a position outside the minimum clear zone, remodeled to make traversable, breakaway, or shielded.

- A larger clear zone on the outside of horizontal curves is desirable. On streets with on-street parking, bike lanes, or on streets without curb the clear zone is measured from the edge of traveled way.
- Signals, cabinets, illumination poles, parking meters and ITS equipment are exempt from the policy, although desired placement is at least 1.5 feet from the face of curb.
- Traffic control signs, fire hydrants and residential mailboxes may be placed in the clear zone if on a breakaway fixture or a frangible design.
- Planter boxes, benches, bike racks, transit shelters, bollards, utility standpipe vents, clocks, trash cans, fencing for sidewalk cafes, kiosks, security barriers, mail drop boxes, tree guard and other street furniture typically used in the downtown and centers and corridors are exempt from the policy, although desired placement is at least 1.5 feet from the face of curb.
- Any planter boxes placed in the street as traffic calming or delineation devices should be of a frangible design or pinned in place. Height including sight blocking vegetation shall not exceed 36 inches.
- Within medians the clear zone should be 1.5 feet along straight sections, and 3 feet near intersections where the median is near the alignment of turning movements.
- The width of on-street parking and bike lanes can be included in the measurement of clear zone distance.
- In areas where sidewalk does not exist, the future location of sidewalk shall be evaluated. Existing buildings or other property improvements may make it prohibitive to provide separated sidewalk with planting or pedestrian buffer strips in the future. If it is determined that future sidewalk will necessitate installation adjacent to curb, the distance behind curb shall be increased to allow installation of the proper width sidewalk without obstructions.
- Attainment of these clear zone values does not relieve the Design Engineer of the responsibility to evaluate sight distances in accordance with applicable design standards.
- A three foot clearance to roadside objects should be provided near turning radii at intersections and driveways to prevent a truck overhang from striking an object.

3.7-9 Roadway Drainage

Stormwater collected within the roadway must be effectively routed to drainage facilities, such that flow accumulations and pooling are minimized, or otherwise efficiently dissipated. Minimum roadway profile grades are shown in Table 6. Standard Plan W-101 provides a chart for selecting a roadway crown section based on roadway width and curb height differential. Refer to the City's Standard Plans for cross-section and staking data. For vertical curves, the designer's attention is called to the limiting K-value factors shown in the Table 2 footnotes.

Generally, no more than three lanes should be sloped in any one direction. On wide streets, a quarter-crown or center-crown cross-section is recommended, or the designer may consider stormwater collection at the median.

Refer to Section 3.4-5 herein for stormwater disposal methods and design requirements. New development and re-development treatment requirements are addressed in the stormwater design guidelines.

3.7-10 Through Traffic Lanes

Refer to Table 1 for traffic lane design width guidelines.

Reconstruction and preservation work shall incorporate markings for all users of the street as determined within this standard for planned pedestrian, bicycle, and vehicular facilities.

3.7-11 Exclusive Turn Lanes

Left and right dedicated turn lanes widen the intersection, often require adding another signal phase, and may lengthen the overall delay for users. Dedicated turn lanes should be used only when specifically determined by an engineering analysis to solve congestion issues. The engineering analysis should consider the impact not only on the target intersection, but also the surrounding street network. Refer to appropriate MUTCD guidelines for design and application of dedicated turn lanes.

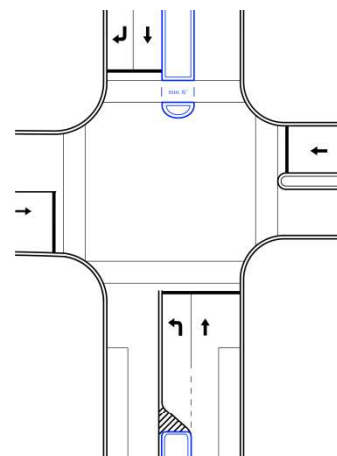
In connected networks, left turns can be restricted at periodic intersections to avoid having long exposed pedestrian crossings at every intersection.

Preservation work need not incorporate roadway reconfiguration projects, unless planned as a follow-up to reconstruction work that conducts such changes, and thus would otherwise leave pavement patching.

3.7-12 Tapers

The standard taper length for narrowing or offsetting of a lane shall be based on the design speed, per the U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD).

Figure 25 – Pedestrian refuge at left turn lane pocket



3.7-13 Survey Monuments

At a minimum, monumentation shall be provided in the following locations:

- a) At center of each cul-de-sac
- b) At point of curvature on all horizontal curves
- c) At point of tangency on all horizontal curves
- d) On the roadway centerline at the end of every plat.

Monument pins with cases shall be installed at these locations in accordance with the City's Standard Plans.

These specifications apply to all preservation and reconstruction work.

3.8 Median Realm

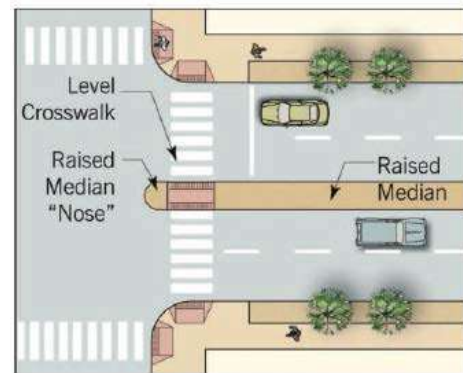
Build medians in accordance with Table 1 on new streets. In retrofit situations, vehicle lanes could be narrowed to add pedestrian refuge islands or medians at unsignalized marked crosswalks on principal or minor arterials in dense zoning⁴. Pedestrian refuge islands should be considered for wider street crossings. A minimum of 6 feet is required for a pedestrian refuge median (8 feet is optimal). However, in retrofit situations a narrow pass-through may be more desirable than no island at all. A narrow median pass-through can provide a place for crosswalk warning signage and also work to reduce vehicular speeds by visually narrowing the roadway. When crosswalks go through a median, protect the crosswalk users with a raised median nose. The end of the median must be marked with a vertical marker for snow plow delineation.

Some transit routes may find it beneficial to place bus stops in the median. This type of setup requires left-side boarding doors on the bus and crosswalks to reach the median. The City Line route, opening in 2021, has designed several median stops.

Speeds can be reduced at neighborhood entry points by installing a short median. This treatment provides a cue to drivers that they are leaving an arterial street and entering a local street. See Figure 28.

Medians, where constructed, shall not exceed 600 feet in length without a break that allows emergency vehicles to cross through the median and continue in the same direction (S-Turn movement). See SMC 17H.010.140 requirements on emergency vehicles access and staging areas on local streets. The break in the median does not need to allow for U-turn movements. Consider the space required for turning movements when installing in tandem with bulbouts.

Figure 26 - Protecting crossings with a median tip provides safety from turning traffic



⁴ Per crosswalk ordinance <https://static.spokanecity.org/documents/projects/crosswalkordinance/adopted-crosswalk-ord-c35141.pdf>

Figure 27 – Neighborhood entry median.



Medians may be combined with on-street parking, bulb-outs or chicanes provided that fire staging areas are provided periodically. These designs must be closely coordinated with the fire department to ensure adequate access to hydrants and structures. Staging areas must not be used for snow storage and must be clearly marked to restrict parking. Hydrants should be located at the staging areas which improves fire access and helps to enforce the parking restriction. Hydrants could also be located in the median, allowing better access and limiting the possibility of blockage by parked cars. Prior to approving hydrants in the median, the method for snowplowing this area and keeping the hydrant clear must be discussed with Streets. Median landscaping should consider the height of adjacent buildings and the need for aerial equipment. Neighborhoods developed with this pattern should also provide a grid network to allow for alternative routes during emergency events.

Figure 28 – Summit Parkway with medians, bulb-outs and fire staging areas.



Preservation work need not adjust nor replace medians. Reconstruction projects should consider the space used by the median, and the utility of that space to be maintained as median or other uses. Pavement and median condition should be considered as possible replacement items during scoping of capital work.

3.9 Neighborhood Traffic Calming

Traffic calming increases safety through vertical and horizontal traffic slowing measures, and by reducing traffic in residential neighborhood areas. Install traffic calming strategically to protect vulnerable users, reduce speeds in areas exhibiting safety concerns, and as part of the city's Neighborhood Traffic Calming Program. Tools include:

- Horizontal measures – Chicanes, intersection and midblock curb extensions, traffic circles
- Vertical measures – Raised crosswalks, tabletop intersections, installation of sidewalks.
- Traffic reduction – Diverters, medians with walking and bicycling cut-throughs

A formal neighborhood traffic calming program is presently administered by the City through Neighborhood Services. Included in the program is a "Traffic Calming Toolbox", outlining the basic options for solving concerns within any given neighborhood. This toolbox, although not exhaustive, is a reference for optional traffic calming elements within capital or development projects. The NACTO Urban Street Design Guide is also a good reference for traffic calming design. When considering traffic reduction measures, consideration should be given to where traffic will reroute to.

Implementation of traffic calming is required only for approved applications. New developments may include traffic calming measures as appropriate, per SMC 17H.010.160. Preservation and reconstruction projects will install traffic calming elements as programmed.

3.10 Pavement Design

3.10-1 Asphalt Binder Selection

All Hot Mix Asphalt binder and aggregates used in the traveled way shall conform with WSDOT specifications, and meet the requirements for durability and performance.

These specifications apply to all rehabilitation maintenance and capital work.

3.10-2 Pavement Section Thickness

The minimum asphalt thickness shall be in accordance with Standard Plan W-101A. As noted in W-101A, the City Engineer may require a pavement design for local access (residential or commercial) streets. This will be evaluated on a case-by-case basis. All arterials require a pavement design, which shall be approved by the City Engineer. A rational pavement design for either arterials or residential streets must contain the following:

1. Traffic Loading – an estimate of the number and types of loadings that roadway will carry for the design life. This estimate of loading must be established by a procedure accepted by the City Engineer and be expressed in 18-Kip Equivalent Single Axle Loads (ESAL's).
2. Subgrade Support—a representative value for the stiffness of the native material on which the road will be built. This value will be established by a procedure accepted by the City Engineer and be expressed as resilient modulus (MR). When determining MR, soil sampling is to include:
 - a) Obtaining a sufficient number of soil samples which adequately represents the subgrade MR, and where significant changes in MR occur;

- b) Constructing a soil log to a minimum of five foot depth below proposed subgrade and classify the soil per USC; and
- c) Recording the location of where the samples were obtained, normally by station and offset. This record shall be provided to Engineering Services.

3. Analysis- a procedure for establishing the surfacing depth requirements for a given traffic loading and subgrade resilient modulus. The City Engineer must approve this procedure. The following procedure is pre-approved: Guide for Design of Pavement Structures (26), 1994 the American Association of State Highway and Transportation Officials (AASHTO).

The pavement design life is 20 years for new construction and 15 years for pavement overlays. The structural pavement calculations, soil sample locations, lab results, design criteria and recommendations are to be included in a report prepared by the sponsor's engineer. All design factors used are to be listed in the report, including traffic loads projected to occur over the life of the pavement. The report is to be stamped by an engineer, licensed in the State of Washington.

These specifications apply to all preservation and reconstruction work.

3.10-3 Pavement Patching

The City of Spokane adopted the Spokane Regional Pavement Cut Policy in 2005. The adoption resolution is included in Appendix F. This pavement cut policy is updated on a regular basis through coordination with Avista and other local agencies in the Spokane area. All pavement cuts for utility work and patches shall be designed and constructed in accordance with the latest version of this policy.

These specifications apply to all preservation and reconstruction work.

3.11 Intersections

Intersections represent the most complex pieces of the network. They are the place at which multiple modes meet and need to pass safely through. Keeping intersections compact increases eye contact between users, and making them legible or intuitive means each user knows where he or she belongs. Follow these principles of intersection design:

- Make intersections as compact as possible
- Identify utility maintenance access in design considerations
- Analyze intersections as part of a network, not in isolation
- Design intersections as shared spaces
- Integrate space and time; for example adjust signalization timing to improve flow on a corridor

The maximum centerline distance between intersections shall be 660 feet. The minimum recommended centerline distance is 150 feet, or 300 feet for signalized intersections. In general, intersections should be at right angles. The minimum acute intersecting angle for streets shall be 70-degrees. For stop sign-controlled streets the 70-degree (tangent) portion shall extend along the controlled street a minimum of 30 feet from the end of the curb radius. For all cases, the effects of sight distance shall be considered.

Preservation projects may implement adjustments to striping patterns, but will not be expected to adjust curb placement except as necessary for ADA compliance measures. Intersection design

principles should be reconsidered for reconstruction projects. This is particularly important if there are high incidents of collision, but may also be important if the use patterns have evolved since the original construction; i.e. a new industrial area has developed.

3.11-1 Design Vehicle

Streets should be designed to serve the most vulnerable user. Designing streets for the largest possible vehicle results in streets with oversized intersections and large turning radii. The result is higher operating speeds for the most frequent vehicles on the street – passenger cars. Use both design vehicles and accommodated vehicles for intersection design. Each intersection is unique, and designing for the largest most frequent vehicle (comprising 10% or more of Average Daily Traffic) allows for better –controlled turning speeds on streets and at intersections. Follow these guidelines for selecting design and accommodated vehicles:

- **Establish a *design vehicle*.** The selected design vehicle should be the largest vehicle that accounts for at least 10% of a street's average daily traffic. Selection of the design vehicle should consider the make-up and expectation for traffic flowing through a given intersection. The design vehicle will dictate the minimum turn radius.
- **Establish an *accommodated vehicle for infrequent users*.** The accommodated vehicle is the largest expected vehicle. Use curb and turning radii that allows the accommodated vehicle to use the full street for turns, including parking lanes, bikeways, and adjacent lanes. Consider medians and curb lines as barriers. Restrict parking near intersections and employ recessed stop lines if needed.

Figure 29 – Infrequent accommodated vehicle can encroach into opposing lane



The use of design and accommodated vehicles during design allows more flexibility to adjust designs in favor of pedestrian or bicycle traffic (the most vulnerable users). The following points illustrate options to consider space requirements with this greater latitude.

- Consider the use of tools such as **staggered (offset) stop lines** (where opposing queue storage is adequate) to accommodate vehicles before electing to widen intersection curb alignments.

Figure 30 – Recessed stop bar used where bus must turn right frequently



- The largest frequent user (candidate design vehicle) of most local streets is a 30-foot delivery truck (SU-30). SU-30 vehicles have similar width and wheelbase to a school bus.
- If designing a segment of a designated emergency response route, use appropriate fire apparatus as the accommodated vehicle. In some instances, truck selection might be determined by the fire trucks expected to use the route based on proximity to nearest fire stations.

Table 7 summarizes likely design and accommodated vehicles by context and street type.

Table 7 - Minimum Design Vehicle Standards

	RESIDENTIAL, INDUSTRIAL ¹ , CB AND GC		CC, DOWNTOWN, FORM BASED CODE	
Street Type	Arterials ²	Local	Arterials ²	Local
Design Vehicle (10% or more of ADT)	WB-40	SU-30	SU-30 & STA 40' bus	SU-30
Control Vehicle (Infrequent Largest User)	WB-62	WB-62	Ladder truck	Ladder truck
¹ Urban streets zoned for industrial uses may require larger design and control vehicles.				
² Intersections of arterials with a local street should use the local street design vehicle unless nearby land uses dictate the need to accommodate a larger vehicle.				

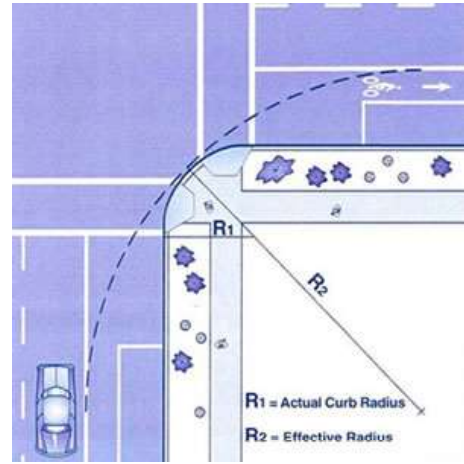
3.11-2 Curb Radius

Curb radii influence driver behavior—positively and negatively—affecting turning speeds and the safety of all users. Minimize curb radius based upon the design and accommodated vehicle. Calculate both the actual radius – the radius of the curb itself- and the effective radius, or the wheel track of vehicles. For example, at intersections with on street parking and no curb extensions, the effective radius is much higher than the actual radius. In all cases, consider the widths of the approach and receiving lanes, as crowding may cause poor driver response.

Retrofit existing curbs with curb extensions to reduce actual and effective turning radius. Consider curb extensions whenever on-street parking is present. However, consideration for stormwater flow-lines must be incorporated into design and retrofits.

Curb radius determines turning speed. Use corner radius to keep turning speeds low while allowing the design vehicle to turn.

Figure 31 – Actual vs. Effective Radius



Source: saferoutesinfo.org

Table 8 – Intersection Curb radius and speed

	RESIDENTIAL, INDUSTRIAL, CB AND GC	CC, DOWNTOWN, FORM BASED CODE
Actual Radius	20 feet minimum	10 feet minimum
Effective Radius	25 feet minimum	20 feet minimum
Turning Speed ¹	10-15 mph	10 mph
¹ For right turn movements. Left turns will typically be 5 mph faster.		

3.11-3 Bus Bulbs at Intersections

For bus bulbs at intersections, a bulb for a single bus measures 30' long, allowing both doors to open on the bulb, and measures 6-8' wide. On heavy ridership routes where more than one articulated bus platforms several times per day, the bulb measures up to 140' in length. The return angle will be 45 degrees. If the route requires buses to turn right after stopping at a bulb, ensure actual and effective radius meets appropriate bus turning templates.

3.11-4 Clear Sight Triangle

For design purposes the clear horizontal sight distance triangle at intersections shall be as described in AASHTO "A Policy on Geometric Design of Highways and Streets", Chapter 9, section on Sight Distance.

For vegetation enforcement purposes, use the clear view triangle shown in SMC 17A.020.030.

3.11-5 Roundabouts

Roundabouts will be reviewed in every case and shall be designed in accordance with WSDOT's design standards. Roundabouts are intended for arterials and collectors. Roundabouts can ease congestion and improve safety at skewed or five-leg intersections.

Typically, roundabouts are larger scale facilities, as they are intended for use along arterials and collectors as previously noted. They facilitate traffic flow without the need for signalization. Roundabouts generally reduce the number of conflict points for vehicles in the intersection and reduce the severity of collisions between vehicles. Design is critical to facilitate safe travel for bicyclists or pedestrians to limit conflicts at the legs of the intersection, as well as to provide needed information for pedestrian alignment and crossing. While vehicle safety is generally improved, improper design can degrade safety for bicycle and pedestrian travel.

Compact urban roundabouts may also be used at city intersections. They have a smaller footprint with and use a completely mountable center island. In many cases existing curb or sidewalk can be left in place.

Preservation work will generally be applied to roundabout pavement surfaces, but implementation of these facilities would qualify as reconstruction.

3.12 Signing and Pavement Markings

3.12-1 Traffic Control Signs

All existing and proposed official traffic control signs required by MUTCD as part of street design shall be shown on the plans, and shall be subject to review and approval by the City Engineer. The plans shall include all existing and proposed signs, show the full width of the street, include any signs on the opposite side of the street, and show existing conditions beyond the proposed development. Prior to construction, shop drawings for all new street signs shall be submitted to Street Maintenance - Signs and Markers for approval.

Preservation and reconstruction work should update signage as appropriate.

Warning and regulatory signs provide motorists with critical information and need to be visible in order to be effective. Provide minimum sight distances according to Table 3-1 in the 2011 AASHTO "A Policy on Geometric Design of Highways and Streets".

3.12-2 Pavement Markings

Design plans for pavement markings shall be approved by the City Engineer prior to construction. Plans shall include all existing and proposed striping, show the full width of the street, and show existing conditions beyond the proposed development. Any existing markings that are to be removed shall be clearly designated.

Preservation and reconstruction work shall incorporate markings for all users of the street as determined within this standard for planned pedestrian, bicycle, and vehicular facilities.

Plastic is the preferred material for pavement markings on Principal and Minor Arterials. Stop lines, crosswalk lines, wide lines (gore stripe), dotted wide lines, dotted bicycle lines, dotted extension lines, arrows, words and symbols shall be preformed thermoplastic. Other lines may be paint with thermoplastic dots according to the City of Spokane Standard Plans.

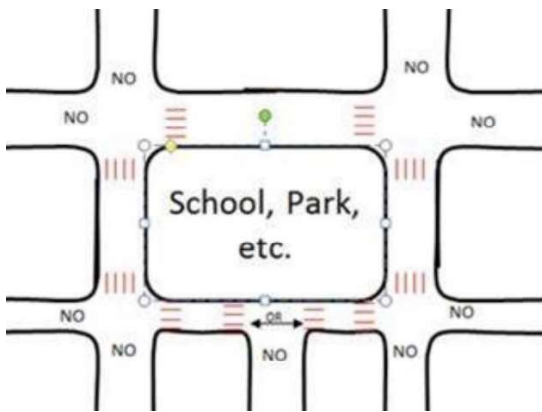
3.12-3 Crosswalks

Facilitate safe pedestrian crossings along centers and corridors, and near pedestrian generators. The crosswalk standards are outlined in SMC 17H.010.210 and SMC 17H.010.215. In general these sections of code require the following:

- **Placement.** Provide marked crosswalks along centers and corridors and near schools, parks, hospitals, churches, trail crossings, and other significant pedestrian generating facilities.
- **Design.** In the Downtown, Commercial, Centers and Corridors, and Form Based Code zones, a minimum 6-foot pedestrian refuge at unsignalized crosswalk locations is encouraged where the total crossing is 3 or more automotive lanes.
- **Striping.** Refer to City of Spokane Standard Plans.
- **Stop bar.** Refer to City of Spokane Standard Plans.
- **RRFBs/PHBs.** Install pedestrian-activated tools such as Rectangular Rapid-Flash Pedestrian Beacons and Pedestrian Hybrid Beacons in locations that serve pedestrian generators as ascribed by engineering analysis and approved by the City Engineer. The MUTCD and FHWA-SA-18-018 shall be used as a reference for determining the appropriate crosswalk treatment.

The following exhibit is intended to provide clarification on crosswalk placement based on SMC 17H.010.210.

Figure 32 – Crosswalk placement near schools and parks



3.13 Traffic Signals and Intelligent Transportation Systems

3.13-1 Traffic Signal Design

Street traffic signals shall be designed with direct coordination and review by the City Street Department. Preservation and reconstruction work should consider traffic signal updates and replacements as appropriate.

- In downtown, use signal progression to promote smooth progression of vehicular traffic at or below the posted speed in an effort to reduce congestion. Work to reduce signal delay on heavily used bike routes.

- Use of Pedestrian Recall is addressed in SMC 16A.84.040.
- In urban areas with heavy pedestrian traffic, consider the use of Leading Pedestrian Intervals (LPI). LPIs add a few seconds of time for pedestrians to establish themselves in the crosswalk before the vehicle signal turns green, enforcing that turning traffic yield to pedestrians. If LPI is used without Accessible Pedestrian Signals the walk interval may need to be increased to aid sight impaired pedestrians who listen for the parallel traffic movement to know when to walk. LPI is addressed in SMC 16A.84.
- Signalized intersections should be re-timed approximately every five years to reduce both air pollution and delay.
- At rehabilitated or new signals, retrofit with Accessible Pedestrian Signals. Prioritize APS installations near concentrations of vulnerable populations, such as near senior centers or hospitals. Intersection APS retrofits are addressed in SMC 16A.84.060.
- Signal interconnection of traffic signals to the Central City Signal Server via fiber optic or copper Ethernet for progressing traffic through an area. New signal and pedestrian hybrid beacon installations should include interconnect infrastructure.

3.13-2 Intelligent Transportation Systems

The City of Spokane uses several types of Intelligent Transportation Systems (ITS) throughout the City to help monitor and manage traffic flow.

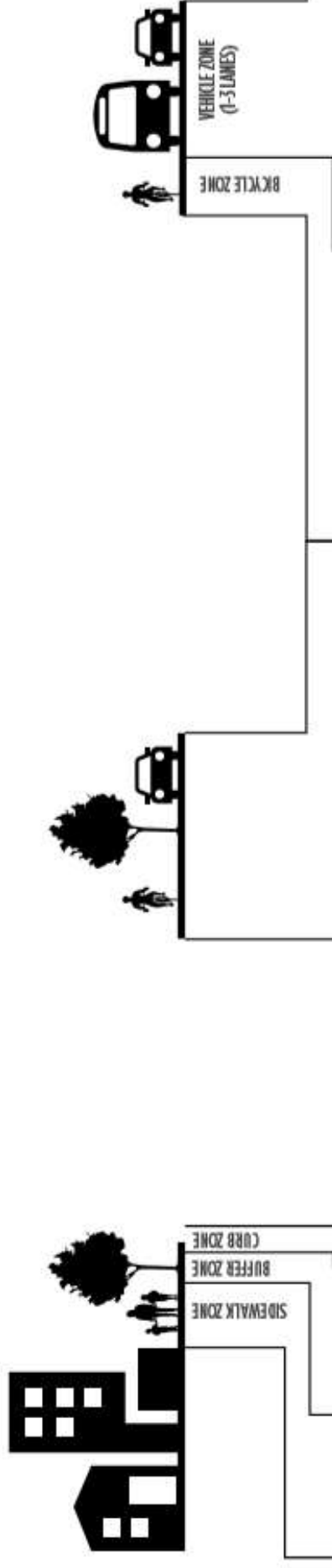
- PTZ cameras provide live video feeds to the regional traffic management center and are used by city staff to monitor traffic conditions, adjust signal timing, and perform studies. Additional fixed cameras provide telemetry at several intersections throughout the City.
- Permanent count stations are located throughout the City. These provide count information throughout the year.
- Over 95% of the City's traffic signals communicate with a central server via Ethernet over copper or fiber. Remote access is also available to all City owned PTZ, fixed cameras and dynamic message signs.
- Dynamic Message Signs have been installed in key arterial locations within the city to display messages related to traffic control and safety.
- Flashing school beacons have been installed at most of the schools in the city limits to provide real-time information to drivers on the times the 20 mph speed limit is in effect.
- Speed feedback signs have been installed through the traffic calming program. Some models can provide count and speed data.
- Bike and pedestrian count stations are installed on select regional trails within the city and provide time of day, weekday vs. weekend and season count data for use in planning.
- Remote Weather Information System (RWIS) units provide information on air temperature, humidity, dew point and road surface temperature. One is currently installed on the south hill.
- Bluetooth/WiFi readers are used to monitor corridor travel times on Maple/Ash, Division, Freya/Greene/Market, and US 2 in cooperation with the Spokane Regional Traffic Management Center.

3.14 Reference Tables

PEDESTRIAN REALM

FLEXIBLE AREA

VEHICLE REALM



	Sidewalk Zone ^a	Buffer Zone ^{c,d}	Curb Zone	Opt. Shared Use Path ^e	Stormwater Management ^h	Curb Extensions/ Bus Bulbs ⁱ	Parking	Bicycle Lane ^g	Bicycle Buffer ^d	Vehicle Zone Outer Lane ^k	Vehicle Zone Inner Lane ^k	Vehicle Left Turn ^j
	Downtown DTC, DTG, DTS; Form Based Code CA1, CA2, CA3, CA4											
Local	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	
Collector	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	
Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	
Freeway	7	5	0.5	12	Varies	NA	7	6	NA	10	NA	
	Commercial O, OR, NR, NMU, CB, GC											
Local	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	
Collector	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	
Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	
Freeway	7	5	0.5	12	6.5	NA	7	6	NA	10	NA	
	Residential RA, RSF, RSF-C, RTF, RME, RHD											
Local	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	
Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	
Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	
Freeway	5	6	0.5	12	6.5	NA	7	6	NA	10	NA	
	Industrial LI, HI, PI											
Local	5	6	0.5	12	10	NA	NA	6	3	12	12	
Collector	5	6	0.5	12	10	NA	8	6	3	12	12	
Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	12	12	
Freeway	5	6	0.5	12	6.5	NA	7	6	NA	11	NA	

and minor adjustments are allowed to fit the street context. See discussion in section 3.2.2 for further detail.

residential sidewalk requirements. In locations where existing sidewalks exceed the dimension in Table 1, the sidewalk width is not a factor in the determination of street improvement.

and continuous buffer requires a 5-foot minimum width for commercial zones. For residential and industrial zones, the buffer may be reduced to 3 feet. In select zones, tree vaults may be used in place of a continuous buffer. In other zones, a narrower buffer may be used in select zones if tree vaults are implemented.

planted or concrete. When stormwater disposal is a governing concern, consideration should be given to use pervious

options which are chosen based on what makes most sense according to city plans, environmental responsibilities, and what will fit within the project. Only in very rare cases will more than one fit - for instance, a parking lane plus bio-retention swale.

H. Consult the Spokane Regional Stormwater Manual and/or Eastern Washington Low Impact Development Guidance Manual for design facilities. The stormwater catchment area must meet the required volume generated by the planned impervious area. In Downtown & Corridor zoning roadside swales are less common and alternative stormwater facilities in accordance with the above identified stormwater paved to another location.

1. On Transit corridors, use bus bays to ease boarding, reduce sidewalk congestion, and allow buses to easily re-enter traffic.

J. "High Tram" and "Medium Tram" lane routes on the Master Bicycle Plan should include buffers. Separation buffer between bike lanes and travel lanes should be implemented via parallel lane edge stripes with a periodic cross-hatch. $\geq 3'$ is the minimum buffer unless a raised curb is used.

K. When constraints are prohibitive, consider 10-foot lane width as the minimum.

Table 2 – Vertical Curve Design Parameters

	ARTERIALS (all types)	LOCAL	ALLEY	BICYCLE / PEDESTRIAN PATHWAY
Minimum Design Speed ¹	30 mph	25 mph	20 mph	20 mph
Vertical Curves ² are required if the Algebraic Grade Difference, A, is:	A>1%	A>2%	A>2%	A>2%
Minimum Length is 3 times the Design Speed				
¹ Design speed is posted speed. In practice speeds may be less or more than shown depending on other design factors not accounted for herein. The design engineer shall justify the use of values other than those listed above. ² Curves must meet stopping sight distance per AASHTO 2011. "K" of 167 is used to find the maximum curve length for drainage.				

Table 3 – Side slopes

	ARTERIALS	LOCALS	ALLEYS	BICYCLE / PEDESTRIAN PATHWAY
Grade break at back of walk up down	4:1 4:1	1.5:1 2:1		
Grade break at back of walk up down	1.5:1 2:1	1.5:1 2:1		
Grade break at edge of pavement up down			1.5:1 2:1	1.5:1 2:1
Grade break at edge of traveled way, including any shoulders up down			1.5:1 2:1	1.5:1 2:1
Notes: Use WSDOT standards when curbs do not exist. Grades shown are horizontal:vertical				

Table 4 – Target Speeds by Street Type

	RESIDENTIAL, INDUSTRIAL, CB AND GC				CC, DOWNTOWN, FORM BASED CODE			
Street Type	Principal Arterial	Minor Arterial	Collector	Local	Principal Arterial	Minor Arterial	Collector	Local
Design Speed = Posted Speed = Target Speed (mph)	30-35	30-35	30	25	20-30	20-30	20-30	20-25

Table 5 – Minimum Clear Zone (distance from edge of traveled way)

	Posted Speed 20-35mph		Posted Speed 40 or above	
	Existing Fixed Objects ^(2,3)	New Fixed Object ⁽²⁾	Existing Fixed Objects ^(2,3)	New Fixed Object ⁽²⁾
State Highways	WSDOT ¹	WSDOT ¹	WSDOT ¹	WSDOT ¹
New street construction	n/a	4	n/a	10
Street reconstruction including width or profile adjustments	1.5	4	6	10 ¹
Street reconstruction not including width or profile adjustments	1.5	4	6	10 ¹
New installations not related to street construction	n/a	4	n/a	10 ¹
¹ If 10 feet clear distance cannot be provided within the available right-of-way, the design engineer may evaluate and justify placement as near the outer edge of the right-of-way as practical. ² On a curbed street all fixed objects shall be at least 1.5 behind curb regardless of the location of the travelled way. This is to ensure clearance for parked vehicle doors, snow removal, sign overhang, etc. ³ Fixed objects / trees with less than 1.5 feet clearance should be considered for removal or relocation. If clearance is between 1.0 and 1.5 feet existing fixed objects including trees may remain unless damage indicates a history of vehicle collision, the object or tree conflicts with the condition or operation of a street, alley or sidewalk, or removal/relocation is required due to other public safety, convenience or aesthetic considerations.				

Table 6 – Street Profile Grades

	ARTERIALS	LOCALS	ALLEYS	BICYCLE / PEDESTRIAN PATHWAY
Minimum Profile Grade	0.8%	0.8% ¹	0.8%	0.8%
Maximum Profile Grade	8.0%	8.0%	8.0%	8.0%
Grade at Intersections ²	n/a	n/a	n/a	n/a
¹ Cul-de-sac profiles shall be established to provide minimum one percent grades at all places along the gutter lines. ² Unless otherwise approved by the Engineer, the profile grade at all residential intersections, along the minor roadway at arterials, and for all roadways at controlled intersection shall be no greater than three percent at any point within 100 feet of the near end of the radius.				

Table 7 – Minimum Design Vehicle Standards

	RESIDENTIAL, INDUSTRIAL ¹ , CB AND GC		CC, DOWNTOWN, FORM BASED CODE	
Street Type	Arterials ²	Local	Arterials ²	Local
Design Vehicle (10% or more of ADT)	WB-40	SU-30	SU-30 & STA 40' bus	SU-30
Control Vehicle (Infrequent Largest User)	WB-62	WB-62	Ladder truck	Ladder truck
¹ Urban streets zoned for industrial uses may require larger design and control vehicles. ² Intersections of arterials with a local street should use the local street design vehicle unless nearby land uses dictate the need to accommodate a larger vehicle.				

Table 8 – Curb radius standard

	RESIDENTIAL, INDUSTRIAL, CB AND GC	CC, DOWNTOWN, FORM BASED CODE
Actual Radius	20 feet minimum	10 feet minimum
Effective Radius	25 feet minimum	20 feet minimum
Turning Speed ¹	10-15 mph	10 mph
¹ For right turn movements. Left turns will typically be 5 mph faster.		

Table 9 – Profile grade of sidewalks and buffer strips

	All Zoning	
Street Type	Arterials	Local
Sidewalk Cross Slope	1.5% to 2%	1.5% to 2%
Sidewalk Profile Grade Contiguous with curb Isolated from curb	Same grade as street profile	
	5% max	5% max



PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE STREET ENGINEERING DESIGN STANDARDS CHAPTER 3 AND SMC UPDATES

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE proposed updates to Chapter 3 of the City of Spokane Street Engineering Design Standards and accompanying revisions to Spokane Municipal Code (SMC) 17A.020, 17C.200 and 17H.010.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Chapter 3 of the Engineering Design Standards and the accompanying SMCs provide for implementation of the transportation section of the Comprehensive Plan.
- C. Proposed updates to Chapter 3 Design Standards –Streets, Alleys, Bikeways & Sidewalks include updates to street geometrics, stormwater facilities, bicycle facilities, access management, clear zones, design vehicles, and street lighting.
- D. Proposed revisions to SMC 17A.020 Definitions address roadway surfaces, arterial street types, bicycle facilities, clear zones, curb ramps, parkways, and shared-use pathways.
- E. Proposed revisions to SMC 17C.200 Street Tree Requirements, 12.01 and 12.02 tree grates and overhanging vegetation.
- F. Proposed revisions to SMC 17H.010 Engineering Standards address transit as a street use, Transportation Impact Fees, right-of-way width, local street widths, on-street parking, snow storage, medians, traffic calming, shared-use pathways, pedestrian buffer strips, curb ramps, street lighting, horizontal clearances, and the bicycle network.
- G. Pursuant to SMC 04.12.010 the Plan Commission shall hold public hearings and make recommendations to the City Council regarding development regulations implementing the Comprehensive Plan.
- H. On November 5, 2019, July 21, 2020, and August 11, 2020, the Plan Commission Transportation Subcommittee received a presentation on proposed updates to Chapter 3 of the Design Standards and corresponding SMC updates.
- I. On November 18, 2019, a group of public stakeholders in the disability and active transportation communities were gathered for an All Ages and Abilities Focus Discussion, and received a presentation on proposed updates to Chapter 3 Design Standards and related revisions to SMCs.
- J. On November 22, 2019, a group of public stakeholders in the development community received a presentation on the proposed updates to Chapter 3 Design Standards and the related revisions to SMCs.

- K. On June 24, 2020, the Design Review Board of the City of Spokane received a presentation regarding the proposed updates to the street design standards as addressed in Chapter 3 Design Standards, and corresponding revisions to related SMCs.
- L. On July 16, 2020, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to development regulations.
- M. On July 22, 2020, a State Environmental Policy Act (SEPA) checklist was issued with a request for comments from agencies, departments, and neighborhood councils. The deadline to comment was August 10, 2020. The City received several comments on the documents and made revisions.
- N. The City Plan Commission held workshops on July 22nd and August 12th, 2020, to obtain public comments on Chapter 3 of the Design Standards and the SMC updates.
- O. On March 23rd, 2020 and August 24th, 2020, the Public Infrastructure, Environment, and Sustainability Committee of the City Council received presentations on Chapter 3 of the Design Standards and related SMC updates.
- P. On August 31, 2020, a Determination of Non-Significance (DNS) was issued for the Proposal. The deadline to appeal the determination was September 22, 2020. No comments on the SEPA determination were received.
- Q. The City Plan Commission held a public hearing beginning on September 23rd, 2020 and continuing on October 14th, 2020 to consider Chapter 3 of the Design Standards and related SMC updates.
- R. The City Council must receive a recommendation from the City Plan Commission to certify that update to Chapter 3 of the Engineering Design Standards and accompanying revisions to SMCs are in conformance with the City's Comprehensive Plan in effect on the day of certification.

CONCLUSIONS:

- A. Chapter 3 of the Engineering Design Standards and the accompanying SMCs have been prepared in full consideration of the City's Comprehensive Plan.
- B. Chapter 3 of the Engineering Design Standards and the accompanying SMCs have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan.

RECOMMENDATIONS:

- A. The Spokane City Plan Commission is certifying that the update to Chapter 3 of the Engineering Design Standards and accompanying Spokane Municipal Code revisions



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

11/23/2020

Date Rec'd

11/9/2020

Clerk's File #

ORD C35986

Renews #**Submitting Dept**

INTEGRATED CAPITAL

Contact Name/Phone

IGNA NOTE 625-6331

Contact E-Mail

INOTE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4250 - ORDINANCE REVISING THE DESIGN STANDARDS IN CHAPTER 3

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An ordinance revising the Design Standards Chapter 3 - Streets, Alleys, and Bikeways for the City of Spokane.

Summary (Background)

The City Design Standards guide and govern the development, redevelopment, and reconstruction of facilities built in the right-of-way. This transportation chapter update includes the current state of practice across the nation, with focus and reference sections that bring the design of pedestrian and bicycle facilities up to standards for better serving all ages and abilities. These standards also promote continuity and networking of the City's streets and sidewalks, as well as the

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Council Notifications****Dept Head**

MILLER, KATHERINE E

Study Session\Other

PIE 10/26/20

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Briefing Paper

Public Infrastructure Environment & Sustainability

Division & Department:	Public Works Division / Integrated Capital Management		
Subject:	Street Design Standards and SMC's update		
Date:	10/26/2020		
Author (email & phone):	inote@spokanecity.org , kemiller@spokanecity.org		
City Council Sponsor:	CM Mumm		
Executive Sponsor:			
Committee(s) Impacted:	PIES, Urban Experience		
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative		
Alignment:			
Strategic Initiative:	Improving Streets		
Deadline:	Adoption in 2020		
Outcome:			
<p><u>Background/History:</u> <i>The Street Design Standards update has been a work in progress for the past few years. These standards are used during engineering of streets, sidewalks, pathways and stormwater facilities within the public right of way. They are used by City Staff as well as the Development Community. Proposed changes to select sections of the Spokane Municipal Code are also available for review.</i></p> <p><i>Public outreach in late 2019 included meeting with developers, an All Ages and Abilities group, and the Plan Commission Transportation Subcommittee. Staff briefed the PIES committee on 3/23/2020 and 8/24/2020. Public outreach since March 2020 included meeting with or soliciting feedback from internal staff groups, the Bicycle Advisory Board, Design Review Board, the PCTS, and SEPA notices. Plan Commission workshops were held on 7/22/2020 and 8/12/2020. The Plan Commission Hearing started on 9/23/2020 and continued on 10/14/2020.</i></p>			
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • A draft of the Street Standards and the proposed SMC revisions are available on the project webpage https://my.spokanecity.org/projects/street-design-standards-update/ • 9/23/2020 and 10/14/2020: Plan Commission Hearing • Nov-Dec 2020: City Council workshops and hearings. • Changes since the last PIES presentation: expanded use of 32' street width for low density residential, revised curb ramp language, and sidewalk widths 			
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</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:</p> <p>Known challenges/barriers:</p>			

ORDINANCE NO.C35986

AN ORDINANCE revising the Design Standards Chapter 3 – Streets, Alleys, and Bikeways for the City of Spokane.

WHEREAS, the City of Spokane adopted the Design Standards in 2007 along with revisions in 2009 and 2010; and

WHEREAS, the City completed an update of the Comprehensive Plan Transportation Chapter in 2017 which recommended revisions to these standards; and

WHEREAS, City staff from Planning, Developer Services, Engineering, Streets and Integrated Capital Management have worked together to develop this document; and

WHEREAS, the Clear Zone standards adopted in Policy No. 0370-08-04 have been revised and incorporated into the updated Design Standards Chapter 3; and

WHEREAS, on August 31, 2020 the responsible official issued a determination of non-significance (DNS) under SEPA (Chapter 43.21C RCW) relating to the proposed changes and notice of said DNS was published with the Plan Commission hearing notice in the Spokesman Review on September 9, 2020 and September 16, 2020; and

WHEREAS, the Plan Commission held workshops on the Design Standards update on July 22, 2020 and August 12, 2020, and a public hearing starting on September 9, 2020 and continuing on October 14, 2020; and

WHEREAS, based on written and verbal testimony that is part of the record and is summarized in the City Plan Commission Recommendation, Findings and Conclusions signed on November 3, 2020, the Plan Commission recommended that the City Council adopt the proposed Design Standards; -

Now Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby adopts the attached Design Standards for Streets, Alleys, Bikeways and Sidewalks and the standards shall become effective immediately upon passage of this resolution; and

BE IT RESOLVED by the city council for the City of Spokane that the Clear Zone Policy No. 0370-08-04 included in Appendix F of the Design Standards is hereby rescinded.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

City of Spokane Design Standards

Nov 1, 2020

Streets, Alleys, Bikeways, and Sidewalks	1
3.0 Preface	1
3.1 Definitions	2
3.2 Street Character	5
3.2-1 Street Zoning Application	5
3.2-2 Street Realms and Zones	6
3.2-3 Place-Making Elements	10
3.3 Right of Way	10
3.4 Pedestrian Realm Facilities	12
3.4-1 Sidewalks	12
3.4-2 Buffer Zone	12
3.4-3 Curbs and Gutters	13
3.4-4 Curb Ramps	14
3.4-5 Street and Pedestrian Lighting	16
3.4-6 Roadside Planting	18
3.4-7 Transit Stops	20
3.5 Flexible Area	23
3.5-1 On-Street Parking	23
3.5-2 Stormwater Management	25
3.5-3 Shared-Use Pathways	27
3.6 Vehicle Realm Access Management and Connectivity	28
3.6-1 Access Management and Driveway Design	28
3.6-2 Street Connectivity	31
3.6-3 Alleys	32
3.6-4 Turnarounds	32
3.6-5 Entrance Gates and Queuing Area	34
3.7 Vehicle Realm Geometrics	34
3.7-1 Bike Facilities	34
3.7-2 Profile Grades	36
3.7-3 Horizontal Curves	36
3.7-4 Vertical Curves	37
3.7-5 Roadway Side Slopes	37
3.7-6 Design Speed	37
3.7-7 Vertical Clearances	38
3.7-8 Horizontal Clear Zones	38
3.7-9 Roadway Drainage	40
3.7-10 Through Traffic Lanes	40
3.7-11 Exclusive Turn Lanes	40
3.7-12 Tapers	40
3.7-13 Survey Monuments	41
3.8 Median Realm	41
3.9 Neighborhood Traffic Calming	43
3.10 Pavement Design	43
3.10-1 Asphalt Binder Selection	43
3.10-2 Pavement Section Thickness	43
3.10-3 Pavement Patching	44
3.11 Intersections	44
3.11-1 Design Vehicle	45

Design Standards
City of Spokane

3.11-2	Curb Radius	47
3.11-3	Bus Bulbs at Intersections	47
3.11-4	Clear Sight Triangle	47
3.11-5	Roundabouts	48
3.12	Signing and Pavement Markings	48
3.12-1	Traffic Control Signs	48
3.12-2	Pavement Markings	48
3.12-3	Crosswalks	49
3.13	Traffic Signals and Intelligent Transportation Systems	49
3.13-1	Traffic Signal Design	49
3.13-2	Intelligent Transportation Systems	50
3.14	Reference Tables	50

STREETS, ALLEYS, BIKEWAYS, AND SIDEWALKS

3.0 Preface

The City of Spokane's adopted infrastructure standards require the design of integrated systems. For streets, this means not only that the full network of streets will function as a system, but that the other systems the streets intersect (transit, bike, emergency response, stormwater) will be seamlessly integrated.

Each section of the standards begins with a brief definition of the topic followed by the design standard.

The following key points guide this document.

- Street design is an iterative process, that entails flexibility and trade-offs. Within the built environment, particularly, physical space might limit what or how specific elements fit together to deliver a desired contextual experience. Decisions may be pushed by regulation, physical constraints, or public opinion, but ultimately should be guided by planned strategies and/or engineering standards.
- Balance is important. To maximize one component often means less achievement of another (prioritizing vehicle speeds often degrades conditions for people on foot and bike). The proper balance will vary from place to place in the city.
- Successful design will reflect community priorities, as defined through public outreach activities at planning, scoping, and design levels. Often, achieving a design that balances scope delivery, while accomplishing community goals will require compromise.
- The ultimate focus of street design should be how the street feels for users (drivers, pedestrians, shoppers, transit riders, residents, schoolchildren, etc.) on the ground level, and the desires of the city and community for how they want the space to function.

Transportation facility design will generally be based as either: new infrastructure built to facilitate development activities, or modification of pre-existing infrastructure. Development of new infrastructure will be held to the requirements here-in to deliver the most appropriate conditions to provide travel through the various urban conditions. Often the existing built environment does not adhere to today's standards, which have been updated over the years to reflect best practices. Thus, preservation or reconstruction work will often require more balancing of priority, and will necessarily vary from the standards due to limitations of space or inadequate meshing of facilities. New Development, Preservation, and Reconstruction work are defined in section 3.1 Definitions to provide guidance for the conditions wherein variance from the standards may be acceptable.

3.1 Definitions

AASHTO See Section 1.2

ADA See Section 1.2

ADAAG See Section 1.2

Alley A public or private way designed or intended to provide access to abutting properties. Alleys are generally not intended for through vehicle movements, but are useful to providing access to businesses and residences, and in some locations bicycle and pedestrian improvements.

Arterial See *Principal Arterial*, *Minor Arterial*, or *Collector Arterial*.

Bicycle Facilities Facilities designated for use by commuter and recreational bicyclists. The following types of bicycle facilities are identified in the Master Bicycle Plan:

- Neighborhood Greenway
- Shared Lane
- Bike Lane
- Bike-Friendly Route
- Shared Use Path
- Soft Surface Path (unpaved)

Buffer Strips Hard surfaced or landscaped areas between travel or parking lanes and sidewalks, also called Planting Strips.

Center Crown A roadway cross-section with the highest point of the *traveled way* located at the center of the road.

City Engineer Individual overseeing all operations and functions regulated by this title, subject to the authority of the Mayor. See SMC 13.01.0202

Clear View Triangle The corner area at an intersection or driveway which must be free of obstructions to provide adequate sight distance. See SMC 17A.020.030N for dimensions.

Clear Zone The roadside area free of obstacles, starting at the edge of the traveled way.

Collector Arterial A street providing access and circulation in lower-density residential and commercial/industrial areas. *Collector arterials (consisting of FHWA classifications Urban Major Collector and Urban Minor Collector)* collect and distribute traffic from *local access streets* to *principal* and *minor arterials*. Refer to the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements for additional discussion.

Cross Slope A slope that is perpendicular to the direction of travel.

Crown (Roadway Crown) The term used to define the highest point of the *traveled way* on a roadway cross-section. The City recognizes three types of roadway sections to facilitate drainage: *center crown*, *quarter crown* and *curb crown*, which are defined herein.

Curb Crown A roadway cross-section with the highest point of the *traveled way* located at one curb.

Curb Ramp A ramp constructed in the sidewalk to provide an accessible route from the sidewalk to the street.

Entrance Gate Queuing Area A length of street on the public side of an entrance gate that allows vehicles to exit the connecting street prior to the gate.

Driveway A cement concrete driveway structure as shown in the Standard Plans.

Fire Lane A road or other passageway developed to allow the passage of emergency vehicles. A fire lane is not necessarily intended for general vehicular traffic usage. Refer to SMC 17F.080 Appendix D for dimensions and requirements.

Integral Curb and Gutter Concrete curb and gutter which is formed and placed as one unit.

Local Access Street A street that provides access from individual properties to *collector arterials* and *minor arterials* in residential, commercial and light industrial areas. Refer to the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements for additional discussion.

Median A painted or raised traffic island used to channel, separate and otherwise control vehicular traffic.

Minor Arterial A street providing service for trips of moderate length, connecting the principal arterial system and providing intra-community circulation. Refer to the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements for additional discussion.

Monument A physical survey monument as shown in the City's Standard Plans.

MUTCD See Section 1.2 and SMC 17A.020.130.

NACTO Refers to the National Association of City Transportation Officials.

Neighborhood Greenway A low-volume street that is designed to prioritize pedestrian and bicycle travel. Most often greenways will be implemented on local access streets, and elements of the greenway may disrupt through-travel by automobile as a means of regulating vehicle volume. Greenways are best implemented near and parallel to an arterial street which boasts access to goods and services, thus also providing ready access to users of the greenway. Another crucial element of a greenway is signage that identifies the route as a greenway and provides wayfinding.

New Development Development or redevelopment of land adjacent to (and often inclusive of a portion of) the Right of Way, or development of land with the intent of dedicating Right of Way infrastructure. Most private development falls under this category, and occasionally the City of Spokane will develop new streets through vacant or underdeveloped land.

Path Facility designed for use by bicyclists and pedestrians, usually separated from vehicle traffic by a median or landscaped area.

Place-making An element of streetscaping that involves the use of unique design features with the ability to set a street segment apart, helping to create an environment for economic vitality and innovation. Application of place-making design elements should be used in connection with planned land uses and in coordination with stakeholders.

Preservation A roadway maintenance project conducted by the City of Spokane to refresh the driving surface of the street and thus prolong the pavement service life. These projects are

generally confined to the pavement area between curbs. Example treatments may include grind and overlay, chipseal, micro-seal, slurry seal, crack seal, etc.

Principal Arterial A street serving major activity centers and providing a high degree of mobility. Refer to the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements for additional discussion.

Private Streets Roadways which are not controlled or maintained by a public authority, and which serve two or more properties.

PROWAG Refers to the Public Right-of-Way Accessibility Guidelines.

Quarter Crown A roadway cross-section with the highest point of the *traveled way* located at a distance from one curb of one-fourth the roadway width (as measured from face of curb to face of curb).

Reconstruction A roadway corridor project that typically replaces the full depth of asphalt pavement, updates curb ramps, and may include utility updates as appropriate. Sidewalk repair, replacement, capacity improvements, signal and lighting upgrades and transit stop improvements may also be included in a reconstruction project. These projects are administered by the City of Spokane, and the scope of each project is determined in accordance with city plans. As this type of work is done within the built environment, space constraints may impede the full realization of the design standards. Prioritization of standards is generally addressed within this document, but each individual project will need to be scoped with future use conditions in mind.

Shared-Use Pathway A non-motorized transportation pathway shared by pedestrians, scooters and bicyclists. May be located next to a street or in a separate right-of-way. Examples include the Children of the Sun Trail, Ben Burr Trail, Fish Lake Trail and Centennial Trail.

Street Classifications In conformance with FHWA guidance, arterial and local access streets are classified in the Auto Network portion of the City's Comprehensive Plan chapter 4, section 4.4 Modal Elements section as follows:

- Principal Arterial
- Minor Arterial
- Collector Arterial (Major Collector or Minor Collector)
- Local Access Street

Definitions of all of the above classifications are included herein. Private streets are not classified.

Street Character Character consists of refined street definition based upon a street's function within the transportation network (or classification) and its context (land use zoning).

Street Realm A part of the right-of-way designed for a particular user group or use (pedestrian, flexible zone, vehicle, median). See Figure 2.

Streetscape or Streetscaping The combinations of living and non-living items that provide opportunities for place-making. Generally everything beyond the asphalt makes up the streetscape, although the median may include streetscaping elements.

Structural Sidewalks Structural sidewalks shall be defined as all elevated slabs, grates, and panels located within a sidewalk or driveway not supported on grade. Typical examples of elevated structural sidewalks are concrete slabs, steel grates, and steel plates for utility vault lids, service elevator covers, utility covers, and building basements.

Traveled Way The area of roadway which is intended to carry vehicular traffic, not including any shoulders. See SMC 17A.02.200.

3.2 Street Character

Street design is governed by two primary factors: zoning context and classification. Zoning context refers to the environment (land use zoning) in which a street is found. For example, sidewalks must be wider on downtown streets to accommodate higher pedestrian volumes and place-making elements. Street classification speaks to its function within the network, an arterial street with planned bicycle facilities will be built with the facilities the full length of the street regardless of how the facilities might change due to zoning the street passes through. Street Character is defined by the combination of zoning and classification. A principal arterial should have a different character through a CC zone than through a Residential zone.

3.2-1 Street Zoning Application

Spokane's comprehensive plan refers to urban infrastructure contexts for the city. This refers to the land use zoning through which a street traverses and to which the street facilities provide access. Land Use Zoning is defined in Title 17C "Land Use Standards" of the Spokane Municipal Code. Zoning is applied and defined for each land parcel in the city. Streets themselves are not assigned specific zoning, but should take on the context of zoning they front.

Zoning can, for the purposes of selecting street design characteristics, be lumped into four categories: Centers and Corridors, Downtown/Commercial, Residential, and Industrial. While zoning might change multiple times along a given block, some street characteristics will necessarily remain constant. Design criteria should be selected for the most generous zoning on a given block, and should be applied block by block. In some instances a street may traverse a different zoning for only one or two blocks, and best judgement should be applied as to whether to shift the street character in such instances. Emphases should be given to place-making opportunities when considering these shifts in street character.

Some consideration should be given to the planned versus the existing land use. The Zoning code allows for a variety of uses within several of the zoning contexts. For instance, the zoning for Centers and Corridors, CC1 allows for commercial, office, or residential development. When developing the street serving a planned development, or when rehabilitating a street within the built environment, it is worth considering what land use is to be expected for the life-span of the roadway, or about 20 years.

Motor vehicle volume (Average Daily Traffic – ADT) on a given street should be a strong determinant when considering how the facilities of the street fit together to provide appropriate levels of safety and provision to all users of the street. The street classification is largely determined by existing and planned traffic volume as well as the percentage of freight traffic on the street, and combined with the street type derived from the Land Use Zoning, provides the basis for design expectations for a given street.

Spokane exhibits four street classifications:

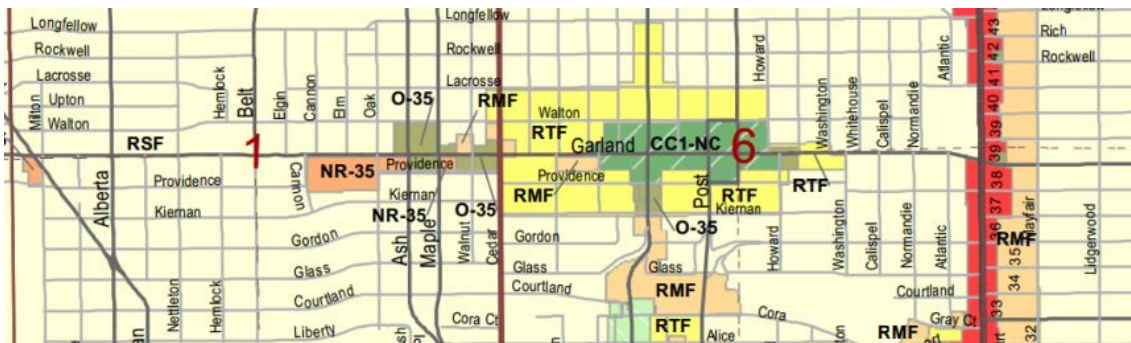
- Principal Arterial – Spokane's largest streets that provide regional connections and serve the highest volumes of traffic.
- Minor Arterials – Similar in design to Principal Arterials, Minor Arterials typically have fewer lanes and connect Collectors to Principal Arterials.

- Collector (Major and Minor) – Streets that circulate through neighborhood hubs and connect to minor and principal arterials. Collector streets are further defined as Major and Minor Collectors depending on traffic volume, but for the purposes of design, these will be treated under the same criterion.
- Local Access – Low-volume and low-speed urban streets providing access to homes and businesses.

In combination, the zoning contexts and street classifications result in sixteen overall street characterizations for Spokane. Street character, identified at the start of a project is the basis for this design standard, and sets the starting point for decision-making balance through the design process.

Street design for a given street should change with the context. For example, Garland Avenue's zoning changes several times from Alberta to Division, as depicted in Figure 1. Cross sectional design elements for the CC1-NC zone will be selected differently than for the RSF zone. Consult the zoning maps when beginning a street improvement project to understand context changes along a corridor that may warrant design adjustments from one stretch of roadway to the next.

Figure 1 – Zoning map (full map available at <https://my.spokanecity.org/opendata/gis/>)



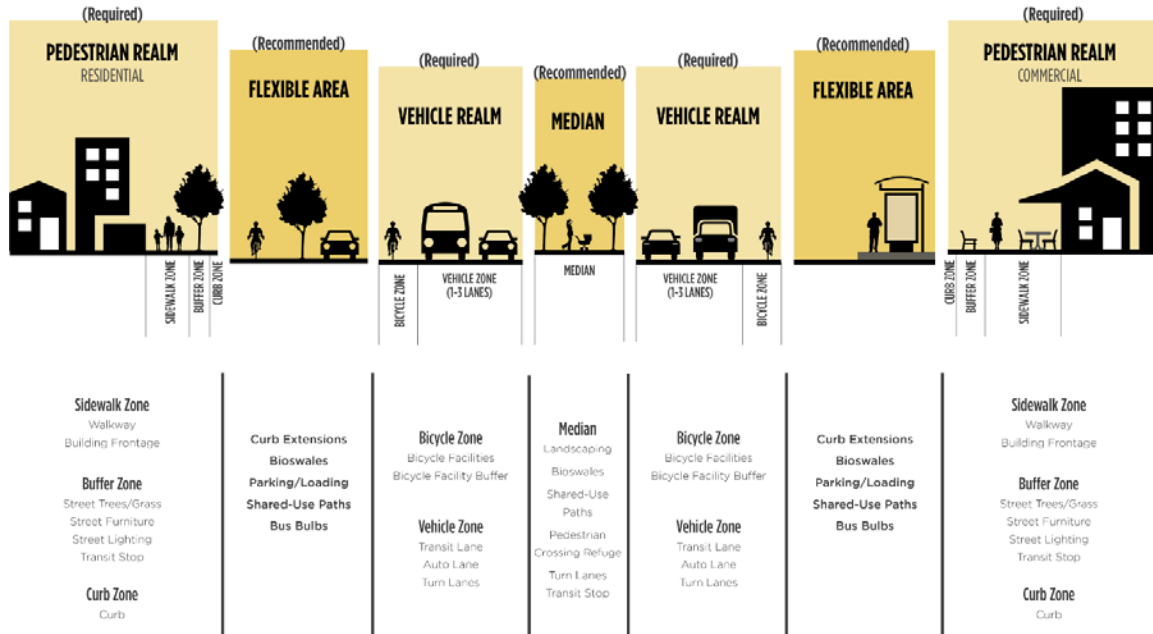
Industrial route streets serve the areas where industrial zoning is assigned. Freight routes, as planned for traversing the city, may also be considered Industrial despite other zoning such streets traverse. Due to the high percentage of larger commercial trucks, vehicle lanes are typically wider (11 to 12 feet) to provide sufficient space, which is most important approaching intersections where truck lane changes and turn movements require wider geometric layouts than passenger vehicles. These streets require special attention to factors such as pedestrian crossings, pedestrian visibility, and bicycle facility design to ensure corridors may balance industrial needs and multi-modal functions, particularly where industrial land uses are co-existent with pedestrian-generating facilities.

3.2-2 Street Realms and Zones

The cross section of a street includes some elements that are standard to all streets and others that are recommended for certain street character. Within the overarching street areas (Pedestrian Realm, Flexible Area, Vehicle Realm, Median) various elements can be arranged to provide a high-quality street depending on the needs of a given area. By thinking of streets in zones, designers ensure multimodal outcomes by considering all needs in relation to land use zoning context. All Spokane streets must have sidewalks, for example, which fall under a

“required” zone, whereas additional elements such as curb extensions or medians can only be built if enough room exists after placing the required elements.

Figure 2 – Street Realms and Zones



The **Pedestrian Realm** includes the area from the property line or building front to the curb and is made up of three primary zones: the sidewalk zone, the buffer zone, and the curb zone, as defined below.

- **Sidewalk Zone.** The sidewalk zone is the area dedicated to pedestrian travel between the buffer zone and the property line. A minimum of 5 to 8 feet of concrete surfacing must be built as defined in the Land Use Zoning. ADA standards also dictate minimum dimensions to be kept clear of obstacles and protruding objects and provide a direct connection along pedestrian access routes. Vending tables, sidewalk cafes, or other activities that protrude into the through-walking space must conform to SMC Section 17C for minimum through-way requirements for the applicable Land Use Zone. In addition to the pedestrian walkway, the sidewalk zone also includes the building frontage wherein could be located vending tables, sidewalk cafes and various street furnishings.
- **Buffer Zone.** The buffer zone is located between the curb and sidewalk zone. This area can be paved or planted, depending on the street character. It may include street trees, parking meters, planters, rain gardens, bioretention swales (overlapping into flexible area), bus shelters, utility poles and boxes, lamp posts, traffic signs and signals, bike racks, news racks and stands, waste receptacles, street furniture and drinking fountains. In addition to the curb zone, the buffer zone provides a buffer for pedestrians from the adjacent roadway and can accommodate snow storage in the winter. Vegetation in this area will generally be maintained by the adjacent property owner, except in the case that such serves a stormwater management purpose. In that case, the city will often maintain vegetation.
- **Curb Zone.** The curb zone is a continuation of the sidewalk elevation plane, typically lies between the traveled way and the buffer zone, and typically consists of 6-inch-wide

elements; although wider elements like bicycle parking or riding facilities are sometimes included. The curb zone will commonly be incorporated into the flexible area for curb extensions or raised cycle tracks, for example. It provides space to open a car door, for vehicle overhangs and for pedestrians to wait for taxis or buses. For those with visual impairments, the curb indicates the border between the sidewalk and the roadway. The curb zone should be free of all objects, furniture, sign posts etc.; particularly adjacent to on-street parking.

Flexible Area (optional). This space between the vehicle realm – where vehicles and bicyclists move – and the curb zone can be programmed for car parking, bike parking, landscaping, stormwater management (general overlap with buffer zone), pavement-level protected bike lanes, shared-use paths, bus bulbs, or curb extensions. Shy space, a distance commonly required on the right side of a vehicle to allow for driver deviation near curbs is also part of this area. Not all streets have enough space for both required and optional elements.

Vehicle Realm. This area has two zones:





- **Bicycle Zone.** Consult the Master Bicycle Plan and Section 3.5 to determine the type of facility and design desired. Depending on the street character, this zone may include shared lane markings, a lane, a buffer between the lane and vehicles, or other components. In some cases the bicycle facilities will be placed in the Flexible Area, such as in the case of a multi-use path or parking-protected bike lanes.
- **Vehicle Zone.** Auto or transit vehicle lanes are included in this zone, including the outer travel lane, inner travel lane(s), and optional Two-Way Left Turn Lane (TWLTL).

Median. Medians calm traffic, provide refuge for pedestrians crossing the street (especially along wider streets), and present opportunities for landscaping, streetscaping, stormwater management and transit stops. Medians can be used midblock in tandem with turn lanes at intersections. Similar to the Flexible Area, not all streets need medians, and when medians are considered, access to utility access or controls, left turns, alley access, etc. should be maintained where appropriate. Based upon available right-of-way and community input, a menu of options can exist in a median. Pedestrian refuge medians should be installed in accordance with SMC 17H.010.210 and SMC 17H.010.215.

Dimensions in Table 1. Flexibility in street design may be maintained by referencing a range of possible dimensions rather than prescribing exact requirements. A design, may thus be crafted based upon the unique elements of each street. Street design, particularly within the built environment, requires a range of possible elements and dimensions in order to deliver desired outcomes. Table 1 lays out the target dimensions for street zone elements by street classification and zoning contexts.

Wider sidewalks, buffer zones, swales and medians are allowed without a deviation. Shared-use path width may be decreased to 10' or increased without a deviation. Deviations beyond these standards must be approved by the City Engineer per SMC 17H.010.020.

Table 1 Street Dimensions

	(Required) PEDESTRIAN REALM			(Recommended) FLEXIBLE AREA ^e				(Required) VEHICLE REALM			(Recommended) MEDIAN		
													
	Sidewalk Zone ^b	Buffer Zone ^{c,d}	Curb Zone	Opt. Shared Use Path ^{f,g}	Stormwater Management ^h	Curb Extensions/ Bus Bulbs ⁱ	Parking	Bicycle Lane ^a	Bicycle Buffer ^j	Vehicle Zone Outer Lane ^k	Vehicle Zone Inner Lane ^k	Vehicle Zone Left Turn or TWLTL	Median ^m
	Downtown DTC, DTG, DTU, DTS; Form Based Code CA1, CA2, CA3, CA4							Center & Corridor CC1, CC2, CC3, CC4					
Urban Principal Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	11	6-20
Urban Minor Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	11	6-20
Urban Major/Minor Collector	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	7	5	0.5	12	Varies	NA	7	6	NA	10	NA	NA	6-20
	Commercial O, OR, NR, NMU, CB, GC												
Urban Principal Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	11	6-20
Urban Minor Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	11	6-20
Urban Major/Minor Collector	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	7	5	0.5	12	6.5	NA	7	6	NA	10	NA	NA	6-20
	Residential RA, RSF, RSF-C, RTF, RMF, RHD												
Urban Principal Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Minor Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Major/Minor Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	5	6	0.5	12	6.5	NA	7	6	NA	10	NA	NA	6-20
	Industrial LI, HI, PI												
Urban Principal Arterial	5	6	0.5	12	10	NA	NA	6	3	12	12	12	6-20
Urban Minor Arterial	5	6	0.5	12	10	NA	8	6	3	12	12	12	6-20
Urban Major/Minor Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	12	12	12	6-20
Urban Local Access	5	6	0.5	12	6.5	NA	7	6	NA	11	NA	NA	6-20

A. Table 1 dimensions are target values and minor adjustments are allowed to fit the street context. See discussion in section 3.2-2 for further detail.

B. See SMC 17H.010 for exceptions to residential sidewalk requirements. In locations where existing sidewalks exceed the dimension in Table 1, the sidewalk width should be maintained with redevelopment or street improvement.

C. Per SMC 17C.200.050-1, a tree-planted continuous buffer requires a 5-foot minimum width for commercial zones. For residential and industrial zones, the minimum increases to 6 feet. Alternatively, a narrower buffer may be used in select zones if tree vaults are implemented.

D. Buffers in commercial areas may be planted or concrete. When stormwater disposal is a governing concern, consideration should be given to use pervious surfaces.

E. The flexible area includes a menu of options which are chosen based on what makes most sense according to city plans, environmental responsibilities, and context. In some cases, none of these will fit within the project. Only in very rare cases will more than one fit - for instance, a parking lane plus bio-retention swale.

F. In places designated for shared-use paths, the path can take the place of the sidewalk zone.

G. Consult section 3.5 of this document for guidance on facility type and selection. Possible facilities include bike lanes, buffered bike lanes and parking protected bikes lanes. Physical or grade-separation may be preferred depending on conditions. Bicycle facilities may operate in the Flexible Area or the Vehicle Realm. Bicycle boulevards and shared roadways are possibilities on local access street.

H. Consult the Spokane Regional Stormwater Manual and/or Eastern Washington Low Impact Development Guidance Manual for desired locations for stormwater facilities. The stormwater catchment area must meet the required volume generated by the planned impervious area. In Downtown, Form Based Code or Center & Corridor zoning roadside swales are less common and alternative stormwater facilities in accordance with the above identified manuals may be considered or stormwater piped to another location.

I. On transit corridors, use bus bulbs if space allows to ease boarding, reduce sidewalk congestion, and allow buses to easily re-enter traffic. This should typically be done only if there is a second lane for vehicles to continue around stopped buses.

J. "High Traffic" and "Medium Traffic" lane routes on the Master Bicycle Plan should include buffers. Separation buffer between bike lane and vehicle lane should be implemented via parallel lane edge stripes with a periodic cross-hatch. 3' is the minimum buffer unless a raised curb is used, in which case 1.5' is the minimum. Wider buffers are allowable but should be well marked with hatching or bollards.

K. When constraints are prohibitive, consider 10-foot lane width as the minimum.

L. Travel lane includes the width of the gutter pan, if integral curb and gutter is used.

M. Medians less than 6 feet wide are considered traffic channelization. A pedestrian refuge is a raised median with a minimum width of 6 feet. Wider medians may be implemented in the context of boulevards.

3.2-3 Place-Making Elements

According to the Project for Public Spaces, place-making facilitates creative patterns of use, paying particular attention to the physical, cultural, and social identities that define a place and support its ongoing evolution. Key to a successful place-making effort, is an associated community-based participation which helps identify a location's assets, inspiration, and potential to contribute to people's health, happiness, and well-being. This public participation also builds coalitions that will help care for the physical components of place-making, as well as assist in programming events held in such places.

As regards streetscaping, place-making involves the use of "unique design features that have the ability to set a street or segment of a street apart, helping to create an environment for economic vitality and innovation. Application of place-making design elements should be used in connection with planned land uses and in coordination with stakeholders." (Spokane Comprehensive Plan). This can occur through a number of planning efforts, including sub-area planning, neighborhood planning, and staff-level or board-level design review.

Capital Street projects have a unique opportunity to enhance place-making within the right-of-way. Examples of place-making treatments are provided below.

- Use of historic sidewalk patterns and stamping street names into the concrete.
- Preserving historic brick patterns in the gutter.
- Use of neighborhood specific tree grates and manhole covers.
- Re-use of historic granite curbing.
- Decorative lighting fixtures per the districts and standard types outlined in this document.
- Installation of benches, historic plaques, artwork, planter boxes, etc.
- Establishment of scenic overlooks.
- Trees and other plantings in the buffer strip or center median.
- Installation of street furnishing such as benches, bike racks, custom trash receptacles and media corrals.
- Bulb-outs at intersections or crosswalks
- Architectural features such as balconies, marquees, or arcades that may project out into the right-of-way (subject to appropriate clearances)
- Parklets and/or streateries

Other than potential landscape or hardscape improvements in a median, place-making treatments would generally be restricted to Pedestrian Realms, Alleyways, and Flexible Areas. Any place-making treatments in the Vehicle Realm (e.g. custom lighting or artwork on Skyways) must meet the other provisions of this document.

3.3 Right of Way

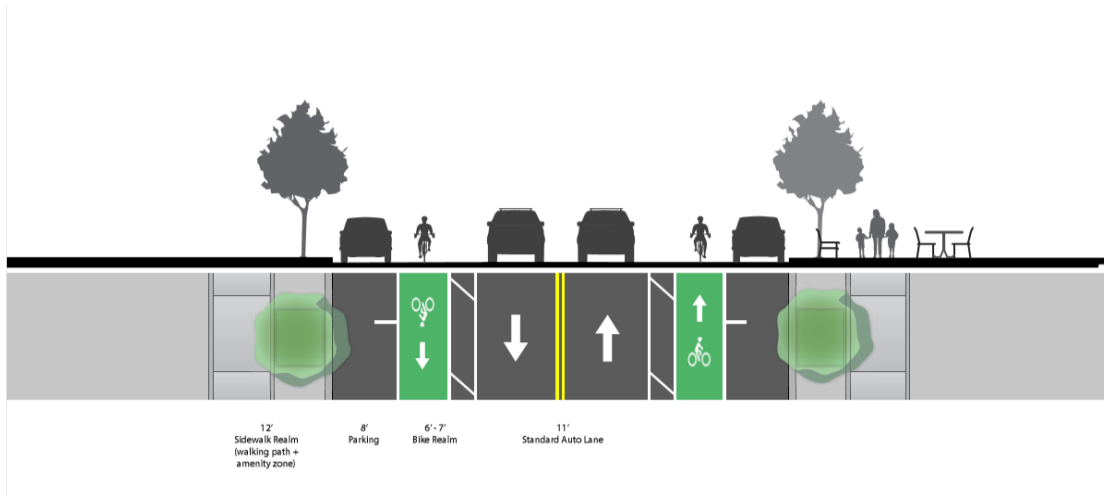
Follow the guidelines of SMC 17H.010.050 to determine minimum dimensions required for right of way for new development. Preservation and reconstruction work will often seek a balance of uses due to limited available space. Such balance should be determined based on land use context and right of way available.

Narrower right of way widths may be allowed in new development only at the discretion of the City Engineer. Variance requests will be evaluated based on topography, traffic circulation,

emergency vehicle access, zoning, utilities, existing development and on-street parking requirements.

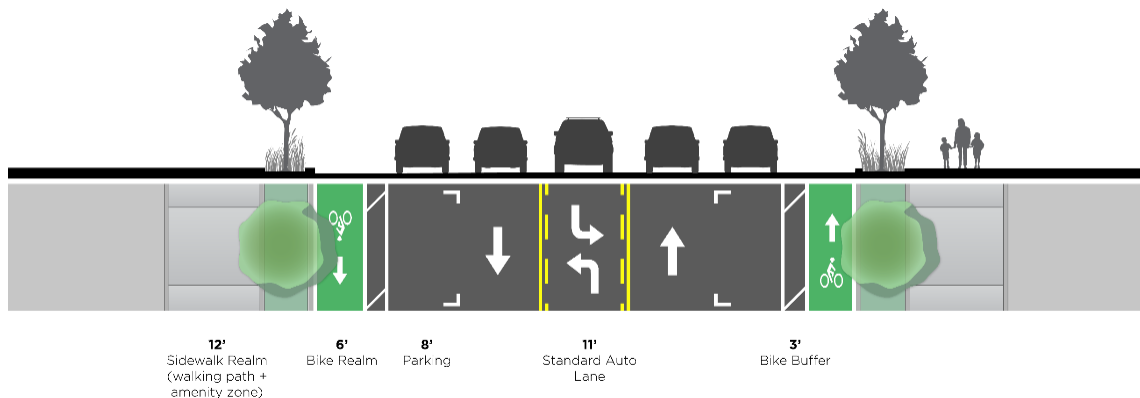
Application of Table 1 to a new and existing right-of-way is illustrated below. In some cases, the designer will be laying out a new street (Figure 3).

Figure 3 – Sample layout of an Urban Collector



In retrofit situations, Minor Arterials built to the city's earlier standards can have space reallocated based upon current pedestrian, bicycle, stormwater, transit, and/or other plans (Figure 4).

Figure 4 –Reallocation of space on example Urban Collector/Minor Arterials



In alignment with city goals (from the Transportation Chapter of the Comprehensive plan) TR A: Promote a Sense of Place and TR B: Provide Transportation Choices to achieve a balanced, multimodal transportation approach (emphasis on walking, biking, transit) street space must be reallocated if possible to users aside from drivers. FHWA has published guidelines for when a road can be downsized to three lanes (two through lanes and a center turn lane). Roads with 10,000 ADT or less are considered great candidates for a road diet. Roads with 10,000-15,000 ADT are good candidates in many instances, but agencies should conduct intersection analyses and consider signal retiming with implementation. Roads with 15,000 -20,000 ADT may be good candidates but agencies should first conduct a corridor analysis. Excess vehicle lanes can be allocated to parking, landscaping, stormwater facilities, bicycle facilities, or widened sidewalks.

When undertaking a repaving or reconstruction project on multi-lane streets with ADT of 20,000 or less, designers must undertake a traffic analysis and consider reconfiguring traffic.

3.4 Pedestrian Realm Facilities

3.4-1 Sidewalks

Sidewalks are the basic element of walkability, and can be augmented with planted buffer strips, center medians, and street furniture. The sidewalk zone includes both the area in front of a building where cafes or vendors might operate as well as the area for walking through. Ensure that for land uses where cafes and other active frontage uses are expected, appropriate unobstructed sidewalk width for walking is maintained per SMC 10.28.

Sidewalks shall be located as required by SMC 17H.010.180. Width and profile grade design criteria for sidewalks are outlined in Table 1 and Table 8. Sidewalks shall be designed in accordance with the Standard Plans and City of Spokane GSPs, and may use pervious concrete where feasible (SMC 17C.110.410, 17C.120.230, 17C.130.230).

Shared-use pathways may be substituted for sidewalks. This will typically occur in locations designated as shared-use paths on the Bicycle Plan, but other locations may be identified through the development permitting process or through a capital project design process.

Where existing, elevated structural sidewalks (vaulted over building basement spaces) are intended to be kept, they shall be designed in accordance with the applicable portions of the latest edition of the Uniform Building Code. The minimum concentrated load, L, to be used in the design shall be 10,000 pounds applied over a contact area of 100 square inches. The minimum single axle load shall be 20,000 pounds. The design tire load shall be 600 pounds per inch of tire width. The construction of new buildings with open space under the sidewalk shall not be allowed, nor shall private utilities for said buildings be placed under the sidewalk.

When development occurs on sites with existing sidewalks; broken, heaved, or delaminated sidewalk adjacent to the project shall be repaired or replaced as part of the project. Locations of sidewalk repair or replacement shall be included on plans submitted to Developer Services for review.

Reconstruction projects, where funding sources allow, should also consider sidewalk condition and completeness. Existing sidewalk width may fall short of the current standard. Consideration for widening will be a decision during the scoping phase while funding is gathered. Preservation projects is not required to adjust sidewalk width or condition of sidewalk parallel to the roadway, but grind and overlays are required to attend to ADA compliance updates at street crossings, in accordance with federal regulations.

Pedestrian detours must be planned and implemented whenever work reduces the through-walking path below acceptable ADA standards. Temporary sidewalk, when necessary, may displace vehicle parking or travel lanes, as appropriate, in order to provide a walking path detour for high-use sidewalks.

3.4-2 Buffer Zone

Buffer strips (separated sidewalk) can add greenery to a street, provide snow storage space, and provide horizontal separation for pedestrians from vehicle traffic. Buffer Strips can be hard surfaced or planted depending on the land-use zoning. The requirements for buffer strips are

included in SMC 17H.010.190, which requires buffer strips on both sides of all streets; SMC 17C.200.050, which guides dimensional requirements for incorporating street trees; and Table 1 which compiles the dimensional requirements from each land use zoning as defined in SMC 17C.

Reconstruction work should include pedestrian buffer strips where space allows. However, space limitations may determine availability of this option. Roadway narrowing may be considered when conditions allow, to create the necessary space for pedestrian buffers. Refer to the Pedestrian Master Plan, and prioritize buffers particularly for projects within pedestrian priority areas. Even creating this condition on one side is preferable to neither side. When creating a buffer on one side, take into account the continuity of pedestrian travel and likely destinations like schools, markets or community facilities. Street maintenance activities (non-capital) are not required to consider linear elements beyond the curblines unless attending to ADA or utility items.

3.4-3 Curbs and Gutters

Integral cement concrete curb and gutter shall be constructed per the City standard plan on roadways with profile grades below 1.0 percent. Special drainage issues may allow the use of alternative curb profiles depending upon road profile and setting, upon approval of the City Engineer. When repairing or replacing existing sections of curb, the type of curb constructed may match the adjacent curb.

The curb radius at alley entrances is addressed in the City's Standard Plans.

Consider curb extensions (bulb-outs or bumpouts) at intersection corners whenever on-street parking is present along the block. Curb extensions shorten the crosswalk width, assure parking setbacks from intersections and crosswalks, and delineate (or "book-end") parking lanes. The extension from the curbline should generally be 1 foot less than the parking lane width, but in some instances additional "shy distance" from the adjacent travel lane may be considered. Bumpout design must consider whether a bike lane is planned in the future. Curb extensions may also be used midblock to provide traffic calming or to protect a midblock crosswalk. Bumpouts should generally be implemented as part of a series, as singular instances of bumpouts on a corridor could result in a hazard. Use appropriate design and accommodated vehicles and refer to effective turning radii when designing curb extensions. Curb bumpouts should be delineated with flexible candles on the curb line near the travel paths to aid in winter visibility for drivers and snow plowing.

Figure 5 – Curb extension works to narrow a road adjacent to a school



Source: Googlemaps

3.4-4 Curb Ramps

Curb ramps can improve access for many, especially wheelchair users, people wheeling strollers, people with mobility challenges and older adults. How curb ramps are installed affect accessibility, particularly for people experiencing vision loss. Visual impairment can be very limiting for individuals, and physical clues built into street infrastructure are quite helpful. Curb ramps shall be designed in accordance with the recommendations of PROWAG, NACTO, the WSDOT Standard Specifications, and the City of Spokane Standard Plans and General Special Provisions. Curb ramps shall be located in accordance with the City of Spokane Standard Plans, SMC 17H.010.200, and SMC 17H.010.210E. Reconstruction and grind and overlay type preservation projects shall include ADA compliance updates as required by federal regulations.

In all new construction and reconstruction projects placement of two ADA compliant curb ramps per corner is required. The ramp layout should maintain the pedestrian line of travel when feasible. Ramps should be aligned such that the running slope (and edge curb if used) is parallel to the crosswalk markings and direction of pedestrian travel. Grade breaks at the top and bottom of the ramp should be perpendicular to the direction of travel. The low-point for stormwater collection should not be in front of the ramp.

Figure 6 – Ramp running slope aligned with direction of pedestrian travel and ramp on opposite corner



Figure 7 – Ramp running slope misaligned with crosswalk does not provide information to sight impaired individuals



For retrofit or preservation work the priority is to use two curb ramps per corner. However, the use of single curb ramps per corner may be appropriate when relocation of utilities would be required to accommodate dual ramps, topographic constraints, right-of-way constraints or intersections with small curb radii. When using a single curb ramp per corner, it is helpful to avoid deviating from the pedestrian line of travel. Alignment cues such as use of perpendicular angles should be utilized. Curb ramps are generally built with flared sides, but at times will be built with pedestrian curbs flanking the ramp. Pedestrian curbs used in this manner should be parallel to the crosswalk.

Figure 8 – Dual ramps with curbs instead of flares



3.4-5 Street and Pedestrian Lighting

General

This section provides general information on street lighting with the City of Spokane. Additional detail, such as the need, type and location, and request process for new lighting is determined by the “Street Lighting Guidelines”, a document available from the Street Department.

Street lighting will generally be provided by the serving utility company. In these locations the maintenance and capital costs are included in the utility company rate. However, on bridges, traffic signals, downtown, certain business districts, and other locations the City may provide lighting equipment and maintenance in addition to the energy costs.

Arterial Street Lighting

Arterial lighting is typically 200 watt LED equivalent with one luminaire per intersection. Continuous roadway lighting on arterials is considered on a case by case basis. Lighting levels may be increased on arterials if the City Engineer determines higher levels are appropriate. Generally, low-volume neighborhood collector arterials will have lighting similar to residential streets while high-volume minor and principal arterials may have continuous high-level lighting service.

Arterial lighting will typically be installed on wood poles. The City Engineer may elect to install metal poles on certain streets. Adjacent property owners have the option of upgrading to metal poles through direct negotiation with the serving utility company.

If the arterial lighting service provided by the City does not fit the desired needs of the adjacent property owner, developer, or neighborhood association, they may install a private lighting system. The City will not participate in the costs of any such system. The presence of such a private system will not preclude the City from providing street lighting in conformance with the “Street Lighting Guidelines” if requested. All private lighting systems will require appropriate permits and encroachment agreements.

Preservation projects will not be required to update street lighting. Reconstruction projects should consider updating lighting as defined here-in.

Decorative Street Lighting

Decorative street lighting is limited to specific areas of the city and are considered an appropriate kind of place-making element. These areas are defined below. For new installations the maintenance cost may be funded by a business district or similar organization. This section is not applicable to lighting installed and maintained by the Parks Department.

The city has adopted three specific luminaire styles that must be used for all new city-maintained installations or updates. The styles are referred to as Modern Acorn, Transitional Series and Traditional Series. Project designers should refer to Standard Plan J-200 for the specific type to use in the CBD and North Bank/Spokane Arena Districts, and refer to the Street Department for guidance on specific types not listed on that plan.

Central Business District. A large area generally defined as the area south of the Spokane River, west of Division, north of I-90 and east of Maple Street. Some areas in the CBD provide decorative pedestrian lighting and street lighting, others are pedestrian only. Much of this area still has the Expo '74 lights that are being removed and replaced

with street improvement projects. The infrastructure supporting this lighting (conduits, wiring, electrical cabinets) also need to be updated when the newer decorative fixture are installed.

University District (south). Parts of the south University District including the Sherman Plaza, the south bridge landing, on Riverside from Sherman to Sheridan, on Sheridan from Riverside to Sprague. Overlaps with the East Sprague Business District lighting.

East Sprague Business District. The area along Sprague Avenue east of Division to Altamont Street.

North Bank/Spokane Arena. There is some decorative lighting in the vicinity of the Spokane Arena and north edge of Riverfront Park.

Monroe-Lincoln South. This business district has pedestrian lighting on the arterial street from approximately 10th Avenue to 15th Avenue.

North Monroe. Monroe Street from the river north to Alice Avenue. There is a gap between Mallon and Indiana.

The following districts have special fixtures that are maintained by other entities.

University District (north). The area east of Division, south of the river, and north of the railroad. This lighting is maintained by WSU.

Kendall Yards. The Kendall Yards development has decorative pedestrian lighting throughout the development. This lighting is maintained by Kendall Yards.

Gonzaga District. Parts of the Gonzaga campus including the frontage along Hamilton Street. This lighting is maintained by Gonzaga.

Many of the decorative lighting areas have legacy fixtures that are maintained by the City but no longer used for new installations.

West Broadway. Broadway Avenue from approximately Elm Street to Walnut Street within the West Central neighborhood.

Browne's Addition. The intersection of Pacific Avenue and Canon Street in the Browne's Addition neighborhood.

Perry District. Along Perry Street from 8th Avenue to 12th Avenue.

Sunset Boulevard. Along Sunset Boulevard from 5th Avenue to Hemlock Street, generally associated with the Inland Empire Way underpass.

Hillyard District. The Hillyard Business District has decorative lighting along Market Street.

Cliff Drive. On the Cliff Drive bridge over Grove Road.

Local Access Street Lighting

Local Access Street lighting consists of a 100 watt LED equivalent lighting fixture on a wood pole at each intersection. Midblock lights may be installed on long blocks of 600 feet or more. However, lights will not be placed less than 200 feet apart.

- The Streets Department maintains a first-come, first-serve priority listing for new lights to be installed as funding comes available.
- Street lights will not be provided at dead ends or at the end of cul-de-sacs. However a midblock street light may be approved for cul-de-sac streets at least 600 feet long.
- The person or group requesting lighting may upgrade the basic wood pole to a metal pole through private negotiations with the electrical service company.
- If the basic street lighting service provided by the city does not fit the desired needs of the adjacent property owner, developer, or neighborhood association, they may install a private lighting system after obtaining the appropriate permits and encroachment agreements. The city will not normally participate in the cost of any such system.

3.4-6 Roadside Planting

Any roadside planting shall conform to the City's clearances/clear zone standards as discussed in Section 3.12 and SMC 17A.020.030N, and SMC 17C.200.050. A permit in accordance with SMC12.02.960 is required for the planting, removal, or pruning of any street tree. Guidelines for proper tree installation can be obtained from the Urban Forestry program of the Parks and Recreation Division. Locations of all existing and proposed street trees shall be shown on plans submitted for review.

The standards within this chapter provide a target set of dimensions for basic tree growth space. Following these standards will support the growth of street trees in an urban environment, and but will not likely support a thriving canopy that can be experienced in more park-like settings. Within the confines here-in defined, tree growth and health will, in time, be stunted, requiring replacement at a younger age. In order to develop a more mature canopy, additional space (beyond these standards) for root growth would be necessary. In further consideration of larger growth expectations, the planter width should appropriately provide for larger trees. The following recommendations set the stage for the standard street tree, thus if larger growth is desired, additional considerations should be discussed during the tree permitting process.

Existing Street Trees

When development occurs on sites with existing street trees, the following items must be addressed as part of the project:

- All dead or diseased trees must be removed and replaced.
- Trees that are missing shall be replaced.
- Broken or missing irrigation systems shall be repaired or replaced as needed when incorporating new plantings.
- Broken or missing tree grates shall be repaired or replaced.
- All concrete tree grates shall be replaced with metal grates meeting ADA requirements.
- When structural sidewalk is removed and backfilled, concrete planter vaults shall be removed and replaced with an appropriate containment facility providing at least 100 cubic feet of soil.
- Gaps between the tree grate and the soil surface exceeding 6 inches shall be filled in with pea gravel.

- Tree grates that are not flush with the surrounding sidewalk shall be raised or lowered as necessary to prevent a tripping hazard.
- If existing trees have roots that have heaved pavement or sidewalk, work with Urban Forestry to determine an appropriate course of action.

New Street Trees

Tree selection shall be coordinated through Urban Forestry. Approval shall be obtained from the City Engineer and the Urban Forester prior to planting tree(s) in the City right of way. A Street Tree Permit (SMC 12.02.960) is also required before planting tree(s) in the City right of way.

In an effort to assist in the selection of an appropriate tree, the City has published a document entitled "Spokane Urban Forestry Approved Street Tree List" which is included in Appendix F. Not all of the trees appearing on this list are acceptable for every situation. Requests to plant trees not included on the list will be considered on a case-by-case basis. Urban Forestry can provide the most current list.

When locating street trees, the following specific criteria shall apply. In the case that these criteria would prohibit planting of street trees, the Urban Forester and City Engineer may consider alternatives:

- a) Street tree installations shall meet all City of Spokane visibility requirements as defined by clear view triangle (SMC 17A.020.030) for intersections and driveway approaches and be placed to provide minimum stopping sight distance for stop signs and visibility for warning and other regulatory signs.
- b) Street trees shall be located so as to not interfere with street signs, visibility of regulatory and warning signs, lighting poles, STA stops or pads and to accommodate ADA pedestrian requirements. Also tree locations should consider the tree canopy reach, the impact that may have on fire aerial operations and visibility of warning and regulatory signs.
- c) Minimum separation distances from the centerline of a tree to other structures or improvements in the planting strip shall be as follows:
 - 1) 10 feet to edge of single-family residential driveway, 15 feet to edge of commercial or multi-family driveway (10 feet may be allowed in some cases);
 - 2) 20 feet to street light luminaire (15 feet may be allowed where lighting pattern is not affected);
 - 3) 10 feet to hydrants and utility poles. Lower limbs must be pruned for full visibility of the hydrant. No new utility pole location shall be established closer than 10 feet to an existing tree;
 - 4) As required to provide an adequate clear sight triangle as defined below and shown in the Appendix;
 - 5) 15 feet to underground duct or pipe;
 - 6) 5 feet from curb cut for drainage;
 - 7) 20 feet from drywell, unless the species permits a closer placement due to crown diameter;

- 8) and shall conform with the Arboricultural Manual: Specifications and Standards of Practice.
- d) Trees that are suitable for wet areas shall be selected for planting within bioretention or biofiltration areas. Trees that are planted within bioretention or biofiltration areas shall not interfere with, obstruct, or retard the flow of water in the stormwater facility.
- e) Spacing of street trees will be determined by the permitting department. Clustering of trees may be allowed under specific circumstances. Contact Urban Forestry Department for more information.
- f) If trees are to be planted in an area with no planting strip, the following criteria shall apply:
- 1) A permanent, hard walking surface at least four feet wide shall be provided between the tree well or planting area and any structure or obstruction.
 - 2) Sidewalk cuts in concrete for tree planting shall be at least 48-inch x 96-inch as shown on the Standard Plans to allow air and water to the root area. Regardless of the sidewalk cut size, the soil volume below the sidewalk should facilitate a minimum of 100 cubic feet for each tree.
 - 3) In cases where the existing walk cannot meet the four foot width requirement after tree planting, additional sidewalk width must be added within street right of way or an easement or the tree position must be modified.
- g) Irrigation systems shall be required for all areas where street trees are planted. In most cases, irrigation is to be provided by adjacent land owners.
- h) Any proposed deviation from these conditions shall require submittal of a written request/ explanation to the Department of Engineering Services or Development Services Center and shall be subject to review and approval by the City Engineer and/or the Director of Parks and Recreation.

3.4-7 Transit Stops

Transit riders must walk along and often cross the street to access and exit their bus stop. Transit-supportive design provides safe and convenient walking routes considering every passenger's trip from start to finish. Transit stops play an important role as part of the streetscape; with the integration of quality bus shelters, wayfinding maps, real-time information systems, and other key features, bus stops have the potential to enhance the public realm.

Stop Placement

Stop placement must be determined through discussion with STA. Locate bus stops in safe and secure locations where they meet both passenger and operational needs. Each intersection and potential bus stop exhibits unique characteristics that should be considered. Near and far side stops at signals both have pros and cons. Locating stops on the far side reduces conflicts between right-turning vehicles and buses, but can also result in traffic queues through the intersection. Far side stops also allow buses to clear the intersection and efficiently continue operations. Near side stops place the riders closer to the crosswalk.

In-lane vs. pullout stops have similar pros and cons. In-lane bus stops speed up the operation for transit riders since the bus doesn't need to maneuver out of the lane and then wait for traffic to come back in. They also require less curb space than pullouts which can work better in areas

where on-street parking is a priority. In-lane stops work best when the stop time can be minimized through the use of off-board fare payment and curb height that matches the bus floor level. Pullout stops prioritize through traffic movement including through-moving transit, and may be desirable when the bus dwell time is consistently expected to be long (such as at a high school with large groups getting off at one time) or on higher speed roadways such as US 2 in the West Plains.

Coordinate all stop placements with STA such that operations are directly considered.

Pedestrian crossing facilities near bus stops

Locate safe, convenient, and ADA-accessible crossing facilities at or near all bus stops matched to street type. Bus stops on the far-side of intersections require pedestrians to cross behind the vehicle. On the far-side, provide a 90-foot no parking zone with the bus stop located at the far end of the zone.

Where it is impractical to locate bus stops on the far side, near side bus stops should be located at least 30 feet from the intersection crosswalk to ensure pedestrian visibility and space to load/unload bicycles. Provide a 100-foot no parking zone with the bus stop located at least 30 feet from the crosswalk. No parking zones will need to be longer for bus pullout conditions. Refer to route bus size and Transit Authority plans for routes along the roadway when selecting the proper facility type and size.

Bike facilities near bus stops

Bus stops adjacent to bike lanes create conflict zones. There are several design options that can be used to provide safer interaction between these two transportation modes. Figure 9 shows bike lanes separated from bus stop activity using an island bus stop design. This design channelizes the bike lane between the island and the curb.

Figure 9 – Island bus stop separates bike lane from bus traffic



Figure 10 shows a shared bike lane and bus stop where the bike lane rises up to the bus platform level and shares the space used for the bus boarding zone. While the example photo shows a temporary installation would typically use a concrete bumpout.

Figure 10 – Shared bike lane and bus stop using temporary platform



Bus Stop Amenities

Bus stop amenities encompass the infrastructure present where passengers wait for transit vehicles. They include physical infrastructure such as seating, shelters, and lighting, and informational infrastructure like transit maps or real time information boards. Bus stops with higher levels of activity typically have more intensive infrastructure. Shelters will be located outside of the required boarding and alighting area. Coordinate with STA to ensure shelter location, seating, schedule information, and properly located bus stop signs do not interfere with pedestrian zones and accessibility.

- **Paved and Accessible Boarding and Alighting Areas.** Provide a paved and unobstructed boarding and alighting area that is a minimum 8' x 8', providing space for ramp deployment while ensuring ADA accessibility. A sidewalk can serve part of this purpose, but may require additional space to meet STA design standards¹. Higher-use transit stops may warrant additional paved frontage for queueing passengers.
- **Supply Secure Bicycle Parking Where Demand Warrants.** Secure bike parking at bus stops encourage people to ride bikes to transit, expanding the reach of transit for many users. Provide leased bike lockers, on-demand eLockers, and basic bike racks where appropriate. Locate basic bicycle parking such as staple racks at all HPT stops and bicycle lockers at all park-and-ride locations. Other optional parking facilities include bike corrals or covered parking areas.

Preservation work is performed between curb lines, and need not address transit facility updates. Reconstruction work should coordinate closely with the needs of current and future transit facilities and incorporate these as appropriate.

¹ <https://www.spokanetransit.com/projects-plans/bus-stop-design-standards>

3.5 Flexible Area

This space between the Pedestrian Realm and the Vehicle Realm can be programmed for car parking, bike parking, landscaping, stormwater management, pavement-level protected bike lanes, shared-use paths, bus bulbs or curb extensions.

3.5-1 On-Street Parking

Parking lanes allow drivers and bicyclists to park their vehicles in the public right-of-way, providing convenient access to businesses and homes, and offering loading zones for freight vehicles. Carefully managed, on-street parking can offer traffic calming, economic development, and access benefits. On-street parking lane widths shall be in accordance with SMC 17H.010.120, the City's Comprehensive Plan and/or as directed by the City Engineer. Requests for a reduced street cross-section will be evaluated on a case-by-case basis and a waiver of the on-street parking requirement granted at the discretion of the City Engineer.

Parking and utility access locations should not share the same space. When conducting preservation work that refreshes the paved surface, there is opportunity to re-balance the uses of space. The scoping of such projects should consider the need for parking or access points, which offset one another. Consolidation of access driveways can provide additional parking space. This must be done in coordination with adjacent property owners, and in accordance with access management standards.

Some older streets in Spokane function as “yield streets”. These are bi-directional streets with a through-way narrower than two cars in width, meaning drivers must yield to each other to pass. Yield street operation work best on residential streets when parking utilization is 40-60%, creating a “checkered” parking scheme, which allows drivers to pull over in empty parking spaces or driveways. Yield street operation works best on residential local access streets with two-way traffic that measure 24-26 feet wide with parking on both sides, or 16-20 feet wide with parking on one side.

Figure 11 – Example of a Yield Street: Baldwin Ave between N Hamilton St and N Perry St (25-feet wide)



Parking Lane Width

Parking on arterial streets must be accommodated by 8-foot-wide parking lanes. See Table 1 for parking dimensions. Parking width on residential streets may be narrower, but the street must meet minimum width requirements defined in SMC 17H.010.060.

Bicycle Lanes Adjacent to Parking

When bicycle lanes are included in the Master Bicycle Plan, consult Table 1 for the desired bicycle lane width to be used in tandem with parking lanes. Ideally, provide a buffer between the bike lane and travel lane, allowing cyclists to ride outside the parked car “door zone”. Where parking has a high usage and turnover, consider using parking-protected bike lanes with a door zone buffer to reduce conflicts between bikes and cars.

Angle Parking

Angle parking may increase parking supply if sufficient uninterrupted curb length is available, and is useful in mixed-use areas and retail and commercial districts. Angle parking tends to create a traffic calming effect by inducing caution for motorists driving adjacent to the parking zone. Refer to the city’s standard plan G-60 for dimensions.

Utilize back-in angle parking, which requires the driver to back into the space; particularly when placed adjacent to bicycle lanes. This allows drivers to load vehicles from the sidewalk, improves driver-bicyclist visibility as the driver departs the space, and increases safety for the driver as the person can pull out into traffic rather than blindly backing up into traffic.

Other Parking Lane Uses

New uses of the parking lanes such as bike corrals and parklets increase the use of the public space for active living, placemaking and recreation.

Bike Corrals

Bike corrals expand the amount of bicycle parking on a street without taking valuable space away from the sidewalk. Bike Corrals typically replace one parking space at the request of a local business or property owner and accommodates 12-24 bikes. Corrals can be installed at corners to “daylight” an intersection since bicycle parking has minimal effect on the visibility of pedestrians to moving vehicle traffic. Bike corrals have been shown to have a positive impact on nearby business.² Corral location must consider:

- Safety for users
 - Set corral back from travel lanes in a parking lane
 - Use corrals on streets with low speed limits and low parking turnover
- Rack placement
 - Perpendicular to curb/roadway for wider parking lanes
 - Angled racks better for narrower lanes
- Land uses
 - Commercial and retail uses have more demand for corrals

² Meisel, Drew. Bike Corrals: Local Business Impacts, Benefits, and Attitudes.” Portland State University. http://bikeportland.org/wp-content/uploads/2010/05/PDX_Bike_Corral_Study.pdf

- Design
 - Demarcate corral with bollards, rubber curbs, and striping. Planters and reflective bollards may also be used.

Before installing a bike corral, require a maintenance agreement between the city and a local business owner or community organization who will maintain the corral and clear it from snow, dirt, or debris.

Parklets

Parklets repurpose street right-of-way, often motor vehicle parking spaces, into publicly accessible spaces for all to use. Parklets provide additional public space for people to sit, enjoy meals, meet others, and use for art and plantings. Parklets help communities reimagine the role of the public street. Parklets should be installed on low speed streets.

Before installing a parklet, require a maintenance agreement between the city and a local business owner or community organization who will maintain the space and clear it from snow, dirt or debris.

Requirements for parklet design, planning, and maintenance can be found in the SMC 10.55 Parklets and Streeteries.

3.5-2 Stormwater Management

Low-Impact Development Stormwater Treatments

Stormwater facilities are addressed in SMC 17D.060. Conventional stormwater management infrastructure is engineered to convey the largest volume of water from a site as quickly as possible, collecting surface runoff in subsurface structures.³ Sustainable stormwater management, by contrast, views rainwater as an amenity, using it to improve urban ecology, microclimates, air quality, and the aesthetic quality of the public realm.

Low impact development design utilizes landscaping, engineering, and urban design tools to mimic natural watershed capabilities.

Figure 12 – Lincoln Street stormwater management



³ "Chapter 3, Fundamentals of Stormwater Management," *New Hampshire Stormwater Manual* (Concord: New Hampshire Department of Environmental Services, 2006).

Stormwater facilities that fit the urban landscape, particularly in retrofit situations, are described below. Consult the Spokane Regional Stormwater Manual and Eastern Washington Low Impact Development Guidance Manual for detailed standards and placement guidance. Some tools for Low Impact Development are listed below.

Bioretention Facilities

Bioretention facilities are shallow landscaped depressions that receive stormwater from small contributing areas. They can be integrated into the site as a landscaped amenity because they are small-scale and dispersed. Bioretention facilities can be placed flexibly within medians, curb extensions, or public space. Maintenance of bioretention facilities involves vegetation management, soil replacement, and sediment and debris removal. In some cases it may be preferable to pipe stormwater to a nearby site where a single large bioretention facility can be constructed. This option must be enacted in accordance with the stormwater development guidelines. City reconstruction projects may have more flexibility to operate in this manner due to the extents and connectedness of the right of way.

When bioretention facilities are added to collectors or arterials, the designer should consult with STA to determine if current or future bus stops may be needed within the project limits. Adding a bus stop later on will reduce the area available for stormwater treatment.

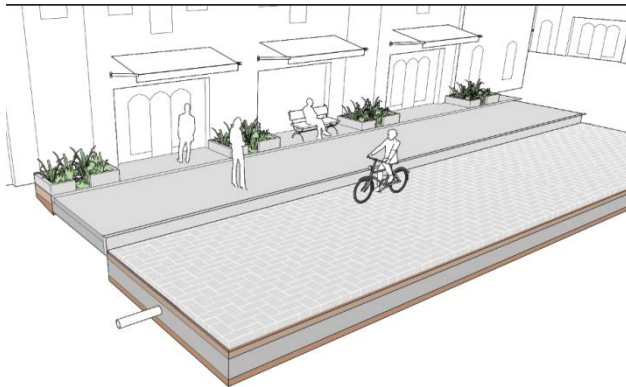
Figure 13 – Bioretention facility



Permeable pavement

Permeable pavements are being tested in the city for sidewalks, transit stops, pathways, parking lanes and travel lane surfacing. Permeable pavements generally do not work well on travel lanes of roads with high volumes and extreme loads, or where hazardous materials, dirt, or anything that could clog the pavement are loaded and unloaded. Permeable pavements may work well in parking lots, sidewalks, residential streets, medians, driveways, and fire lanes. Maintenance of permeable pavement involves street sweeping, leaf pick up, and may include pressure washing and vacuuming.

Figure 14 – Permeable pavement



3.5-3 Shared-Use Pathways

Shared-Use Pathways can be used adjacent to roadways under certain conditions. They work best in locations where limited vehicle volumes can cross the pathway. Common placements would be a pathway between the road and a ridge, river, railroad, freeway, or other manmade or natural feature that restricts vehicular cross traffic. Examples of this in Spokane include the Centennial Trail along Pettet Drive and Upriver Drive, the Ben Burr connection on 3rd Avenue, the South Gorge Trail in Peaceful Valley, and the pathway along Government Way. Low-volume street or driveway interactions may be accommodated with design features such as signage, pavement markings and adequate sight distance.

Figure 15 – Shared-Use Pathway along Pettet Drive



Shared-Use Pathways shall be employed where designated in the City's Comprehensive Plan and in the Master Bicycle Plan, and shall be designed in accordance with SMC 17H.010.260. When constructed within the road right-of-way, these will typically be constructed behind the curb and accommodate both bicycles and pedestrians. Additional width to provide at least 2' separation from the curb is desirable.

In locations with a high volume of pedestrians (downtown, college campus) or significant through bicycle traffic, it may be desirable to physically separate the pedestrians and cyclists using striping and pavement markings.

Figure 16 – Shared-Use Pathway with Separate Bicycle and Pedestrian Lanes



3.6 Vehicle Realm Access Management and Connectivity

3.6-1 Access Management and Driveway Design

Driveway locations shall be designed to provide for safe operations and minimal disruption of traffic flow. In general, the higher the street classification, the fewer the number of access points that are allowed. In areas of high-density housing, shared driveways are encouraged. Multiple unshared driveways with minimal separation between them are discouraged. Minimize driveway width and place them to reduce conflict points.

Access management enables better property access by allowing people to get off the main road and circulate through local streets. On higher speed streets, frequent access points become a safety hazard for all users. Reduce the number of driveways per property to reduce conflict points across all modes, as appropriate and when opportunity arises (see Figure 15).

Access management (i.e. consolidation or reduction of the number of driveway access points along a corridor) may be conducted during street reconstruction projects. However, driveway installations and renovations are generally completed as part of new development and must adhere to the following:

- **Encourage Alley Development to Reduce Driveways on Streets with higher Bike/Ped Activity.** Alleys provide alternative access to adjoining properties. Require utilization of these alleys instead of driveways to reduce the number of access points on main streets. Develop new alleys where possible to provide this alternative access.
- **Design Driveways to Favor Pedestrians and Bicyclists.** Driveways should not be designed as small intersections, but as minor curb cuts. Whenever possible, sidewalks across driveways should maintain their grade rather than sloping down to the street. The

material used to delineate the sidewalk should continue through the driveway. See Figure 13, Figure 14, Standard Plans F-103, F-104, and F104B for examples.

- **During Street Projects, Assess Closure of Driveways.** When street projects are undertaken, evaluate the potential for consolidating driveways along the street to reduce the number of access points. Where streets do not meet the established driveway spacing standard, require new development and consider opportunities during reconstruction projects to address this.
- **High Volume Commercial Driveways.** These driveways should be considered in areas where high volume deliveries are required, where the receiving business may be likely to have a designated loading dock. Commercial driveways may also be considered in a dense commercial center, where multiple businesses could share commercial delivery space without restricting parking availability for customers. It is critical that this type of driveway design does not over-ride the facilities for the most vulnerable users, such as pedestrians. If visibility is a challenge for commercial vehicles entering or exiting, warning systems may be installed to warn drivers and pedestrians alike of an approaching vehicle.
- **Infill Access.** On case-by-case basis, single family residential zones can be developed using a variance to develop interior lots that share a driveway with primary lots. This is meant to facilitate development of lots that could not otherwise be developed in accordance with the standards. This applies only to parcels that are between 0.2 and 1.5 acres in size (8,700 to 63,430 ft²), with an approved Design Variance. Utility, emergency fire access, stormwater considerations, and other considerations must also be met.

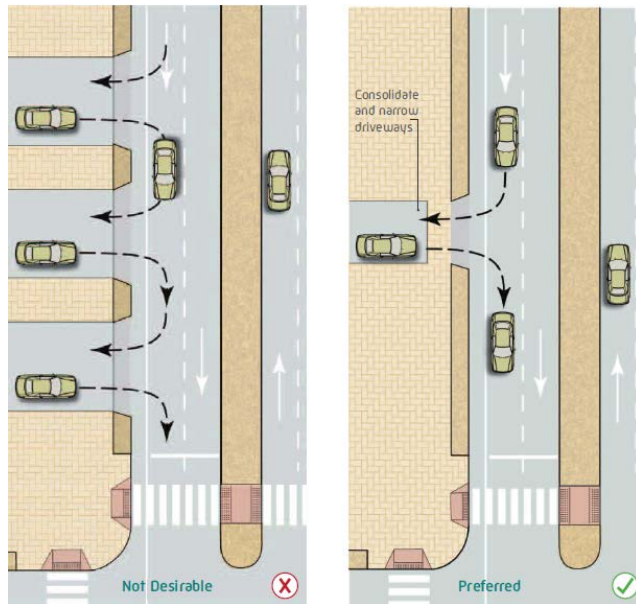
Figure 17 - Brick sidewalk pattern is continued over the driveway to establish pedestrian dominance.



Figure 18 - Continuous Sidewalk Design Establishes Pedestrian Space over Driveway



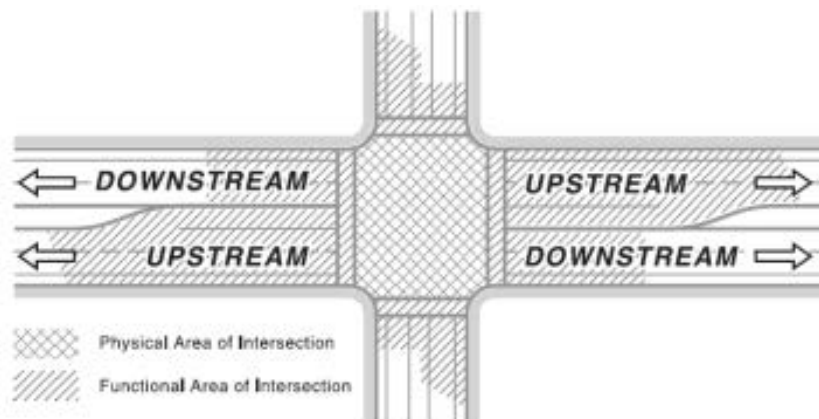
Figure 19 – Consolidated driveways increase safety for drivers and pedestrians



Access Management Standards

- Principal and Minor Arterial driveway spacing: minimum 125 feet
- Collector driveway spacing: minimum 90 feet
- Local Residential driveway spacing: one per parcel for new development
- Driveways shall be located outside the Functional Intersection Area at signals (area beyond physical intersection that includes decision and maneuvering distance), or in the alternative, may be restricted to right-in, right-out.

Figure 20 – Functional Intersection Area



- One driveway per commercial parcel with one additional access point per fronting street allowed if the property frontage is over ¼ mile in length and the site generates more than 100 PM peak hour departing trips.
- Commercial driveway approaches should be at least 75 feet from the point of curvature of a public road curb return on arterial streets and at least 30 feet for local access streets.

- For commercial driveways handling high volumes, a deceleration lane may be provided approaching the driveway, as justified by a traffic study or operational analysis. The driveway design must still maintain a tight turning radius to foster low speeds.
- Residential driveway approaches should not be closer than 15 feet from the point of curvature of a public road curb return on arterial streets and 10 feet for local access streets.
- Limit the Width of Driveways. Driveway width should be no more than 40% of the frontage (SMC 17H.010.220).
- Restrict Driveways near Bus Stops and Intersections. Do not place driveways within 100 feet of major intersections and 50 feet of other junctions, including bus stops, crosswalks, and small intersections.
- Shared driveways is a strategy to consolidate the number of access points along a block to reduce the number of potential conflict points between motorists and pedestrians. Driveways can be consolidated in instances where a single parcel has multiple access points, or where neighboring parcels may share parking resources. Driveway consolidation typically occurs during redevelopment as parcels and land use along a corridor change. Guidance for shared driveways for Single Family Residential Zoning development projects is found in the Infill Access and Utilities Standard.
- See additional access standards for Downtown Zones in SMC 17C.124.280 and Residential Zones in SMC 17C.110.535.

Standards for State Highways

Specific access standards apply for state highways within the City limits, which are classified as managed access facilities. Managed access is based on the premise that access rights of a property owner are subordinate to the public's right and interest in a safe and efficient highway system.

In accordance with Chapter 47.50 RCW, the City adopts by reference, the provisions of Chapter 468-52 WAC, together with all future amendments, in order to regulate and control vehicular access and connection points of ingress to and egress from, the State Highway System within the incorporated areas of the City of Spokane.

3.6-2 Street Connectivity

Connectivity refers to the density and directness of connections in path or road networks. Well-connected street networks have short links, frequent intersections, and minimal dead-ends or cul-de-sacs. High connectivity creates a more accessible and resilient transportation network, providing direct routes between destinations, multiple route options, and ultimately more capacity.

In designing streets, subdivisions, and retrofitting streets:

- The layout of new streets should consider future extensions of public roads and utilities into adjacent undeveloped parcels.
- Create blocks no longer than 660 feet in length. In urban settings (dense housing, centers and corridors, downtown, or commercial), strive to create short blocks that foster circulation.
- If topography, surrounding development patterns or other constraints make it impossible to meet the 660' block length, the City Engineer may approve a longer length if the total

- perimeter of the block is less than 2000 feet. In these situations, pedestrian connections should still be provided at 660 feet or less.
- While rare; when opportunities arise (in the built environment) retrofit areas of the city with existing blocks longer than 660 feet in length with, at minimum, walking and bicycling connections. See Figure 21 for an example.
 - When retrofitting areas of the city to create greater connectivity; utilities, emergency access, and maintenance access should be reviewed.

Figure 21 – Baymount Court connects through to Eagle Ridge Blvd for pedestrians and bicyclists.



3.6-3 Alleys

Alleys shall be constructed in accordance with SMC 17H.010.130 and the Standard Plans. All alleys shall have a minimum paved width of 12 feet with a 4-foot buffer strip on each side. The buffer strips may be paved, grassed, or graveled. The buffer strip may be used for utilities, but must be kept free of all vertical obstructions. Fences may not be placed in the buffer strip.

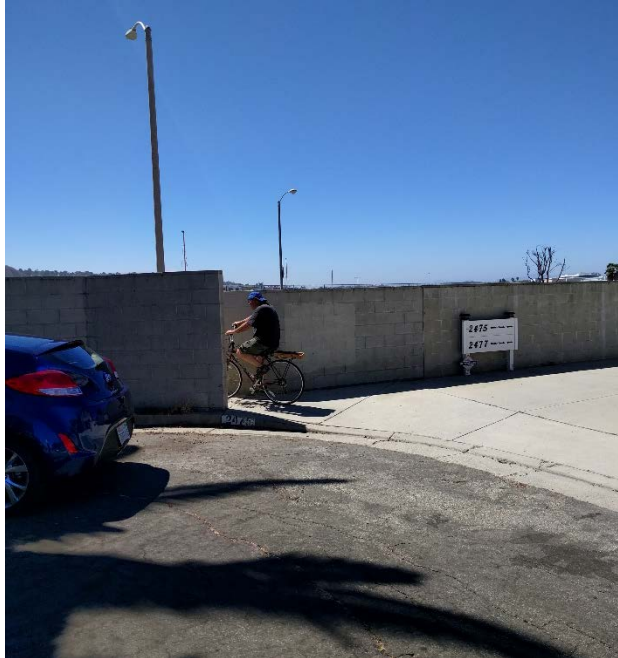
Preservation and reconstruction work will generally re-pave alley entrances to assure level matching of paving to the alley surfacing. When applicable, entrance design should coordinate with alley activation surfacing designs. Alley paving projects must comply with ADA standards where intersecting with sidewalks.

3.6-4 Turnarounds

Cul-de-sacs limit connectivity, lengthen emergency response time, and create a physical barrier between residents and trip generators. SMC 17H.010.080 restricts the construction of new cul-de-sacs unless specific conditions are met. Standard Plans W-114 and W-115 show design details of turnarounds.

In new developments, require a “stub-out” future roadway connection at the end of a street that will connect to future development. Connect existing turnarounds to any pedestrian and bicycle trails in the vicinity to close a gap in the walking and bicycling network.

Figure 22 - Example of bicycle and pedestrian connection from a dead-end street, providing additional connectivity.



If cul-de-sacs are provided, use the following types:

- **Standard Cul-de-sac:** The standard cul-de-sac is preferred for construction on local access dead end streets. The radius point of the bulb is on the street centerline. Install a stub-out at the end of the turnaround.
- **Offset Cul-de-sac:** An offset cul-de-sac has a radius point offset from the centerline, with one curb being tangent to the bulb curb. Like the standard cul-de-sac, it is intended for use on local access dead end streets.
- **Temporary Cul-de-sac:** A temporary cul-de-sac is similar to the standard cul-de-sac but allows for planned street continuation. Curbing is not installed in the temporary cul-de-sac, and the roadway dimensions resume at the terminus in preparation of further street construction (the terminus is suitably blocked to eliminate immediate access). When the street is extended, new curbs are constructed along the roadway tangent, extending from the end points of the original curbs and the excess asphalt is removed.
- **Hammerhead:** The hammerhead termination may be used on local access dead ends, but is primarily intended for use in dead end residential alleys. Construction of a hammerhead termination on local access streets is allowed only on approval of the City Engineer.

The following specific design criteria shall apply to the design of cul-de-sacs:

1. Cul-de-sac islands may be an option for any permanent cul-de-sac. The island area shall be finished in a manner approved by the City Engineer.

2. Minimum curb radius for the bulb shall be 50 feet plus the radius of a center island, if used.
3. Minimum right of way radius for the bulb section shall be 56 feet plus the radius of a center island, if used. If the sidewalk is to be located on an easement, the minimum right of way radius is 51 feet.
4. Unless otherwise approved by the City Engineer, cul-de-sacs shall be designed to "drain out" to the adjacent street to avoid flooding if the storm drainage system fails.
5. Cul-de-sac profiles shall be established to provide minimum 2% grades at all places along the gutter lines.
6. Provide a 14-foot wide connection (10-foot path plus 2-foot buffers) for pedestrians and bicyclists along fences separating two yards

3.6-5 Entrance Gates and Queuing Area

Proposed entrance gates may be allowed and designed in accordance with SMC 17H.010.100 and shall not interfere with emergency vehicle access. An adequate fire lane must be provided. If a center island is used, a minimum 14-foot wide lane between the face of curb and center island shall be provided. The center island shall not extend past the end of the gate when it is fully opened. In a case where there is no center island, the minimum road width is 20 feet. No parking on either side of the street will be allowed within 48 feet of the gate on both sides of the gate. The no parking zone shall be clearly signed on both sides of the gate. When fully opened, the gate shall not block access to structures or fire hydrants.

Gated streets require a queuing area to allow vehicles to exit the connecting street prior to the gate. The queuing area must be at least 48 feet long (measured from the intersecting curb line) to accommodate fire vehicles. Queuing areas longer than 150 feet will require a public turnaround designed to City Standards.

3.7 Vehicle Realm Geometrics

3.7-1 Bike Facilities

Bicycle facilities shall be employed where designated in the City's Comprehensive Plan and in the Master Bicycle Plan, and shall be designed in accordance with SMC 17H.010.260. Implementation of planned bicycle routes should be prioritized whenever reconstruction or preservation work is conducted, and new development should consider implementation of bicycle facilities to appropriately tie into the planned or existing network.

Side slopes adjacent to bikeways shall meet the requirements of Table 3. Minimum widths for bicycle facilities are shown in Table 1. Bicycle facility dimensions include the gutter pan.

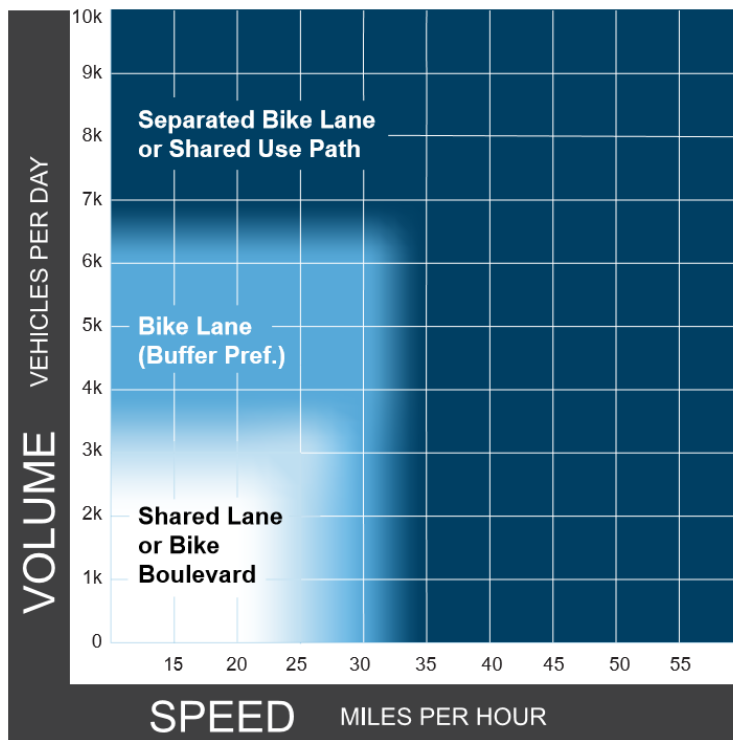
Consult the Bicycle Master Plan for design details on each bike facility type, and consider factors such as ADT, speed limit, and number of lanes when designing the bicycle facilities in accordance with the contextual guidance from FHWA shown in Figure 22 below.

Stress analysis research shows intersections are the toughest part to navigate, especially for people interested but concerned about cycling for transportation. Consult the MUTCD, NACTO Urban Bikeway Design Guide, AASHTO Guide for the Development of Bicycle Facilities, and FHWA Bikeway Selection Guide for corridor and intersection treatments.

Buffered bike lanes combine a single-direction bike lane with a buffer to provide a comfortable facility for users. The overall dimension should not be less than 6 feet without a buffer, or less than 7 feet including a buffer. This wider dimension accounts for curb-side obstructions or parked vehicle door dangers. Design should use a parallel line buffer design rather than cross-hatching to minimize the maintenance expense, although short lengths of cross-hatching may be used near conflict zones (intersections or driveways) to better communicate the purpose of the parallel lines as bike lane markings. Vertical elements may be introduced into the bike lane buffer. Planters may be used in downtown and other lower speed areas if they follow the guidelines in the Horizontal Clear Zone section. Reflective plastic bollards may be appropriate elsewhere.

Two-way bike lanes (on the same side of the road) are not addressed in Figure 1. If used they should be a minimum width of 8', although 10' is preferred, with a 2' minimum buffer.

Figure 23 – FHWA Bikeway Guide



Notes

- 1 Chart assumes operating speeds are similar to posted speeds. If they differ, use operating speed rather than posted speed.
- 2 Advisory bike lanes may be an option where traffic volume is <3K ADT.

Neighborhood Greenways (aka Bike Boulevard) are residential bikeways that prioritize bicycle and pedestrian travel over vehicle through-put. Several tools may be employed to create a greenway. Generally a greenway will be sited on a residential street paralleling a nearby arterial street. Thus connections to destinations along the arterial are readily accessed, though the stress experienced by the walker or biker are much lower. Prioritizing pedestrian and bicycle traffic is achieved by providing appropriate facilities for these modes of travel and by calming or reducing vehicle traffic flows. Greenways are commonly attributed with slow speed, minimum stop signs, and protected crossings of arterial streets.

Some greenway tools include signing and intersection treatments. Signage should be used to highlight the designated greenway, and should also provide distance-based wayfinding to community destinations for bicycle and walking traffic. Intersection treatments are particularly important to the success of a greenway. Intersections with arterial streets need to provide safe and functional crossing methods for bicycle and pedestrian traffic. Intersection treatments might also be used to dissuade vehicle traffic from the greenway. This can be done through limiting turn movements onto the corridor from more busy streets or even by diverting traffic off of the corridor at lower volume intersections. It is important that these treatments are used only on designated greenway corridors, as the impact to neighborhood traffic patterns can be significant.

Shared-Use Pathways are typically off-street facilities designed for all non-motorized users. A minimum width of 12 feet is commonly used, although wider sections may be desirable to accommodate high volumes or utility access. Guidelines for shared-use pathways next to roadways are discussed in Section 3.5-4.

Green paint should be used only in high conflict areas. Examples of high conflict areas include marking a bike lane through an intersection where there are heavy conflicting right turn movements, marking a contra-flow bike lane through an intersection, or marking the entrance to a right-turn only lane where vehicles must cross the bike lane. Green paint can also be used to connect corridors that are otherwise unclear, when introducing bicycle facilities newly to a corridor, to aid in wayfinding or in places where vehicles are found to encroach on the bicycle facility.

Bicycle detours must be planned and implemented whenever work interrupts a bicycle lane. Temporary shared-use lanes may be used, if traffic volumes are acceptable. When traffic volumes are high, bicycle detours should guide cyclists on routes and temporary facilities with relatively similar safety conditions as the route being detoured from.

Figure 24 – Neighborhood Greenway Sign



3.7-2 Profile Grades

The maximum profile grade for all streets, alleys, and pathways is 8%. A variance may be granted by the City Engineer considering topography, safety, maintainability, function, and emergency vehicle access. The minimum profile grade for all streets, alleys, and pathways is 0.8%. Cul-de-sac profiles shall be established per section 3.7-3. The profile grade at all residential intersections, along minor roadways at arterials, and for all roadways at controlled intersections shall be no greater than 3% at any point within 100 feet of the near end of the curb radius on minor roadways.

Preservation work need not correct profile grade issues, except as possible to eliminate minor inconsistencies. Reconstruction projects should address needed profile improvements.

3.7-3 Horizontal Curves

Horizontal curves are to be determined in accordance with normal civil engineering procedures, considering design speeds, sight distances, roadway crown, building proximity, and vertical grades. For arterial streets with speeds of 30 mph or higher, A 100-foot horizontal curve radius

shall be considered the minimum unless otherwise authorized by the City Engineer. The maximum superelevation on horizontal curves shall be 2%. The minimum horizontal curve radii shall be determined per AASHTO Design for Low Speed Urban Streets, based on design speed, which shall be the posted speed limit, and considering the roadway crown. Pavement widening on horizontal curves to accommodate large vehicles shall be considered per AASHTO Chapter III - Elements of Design, Table III-23.

Preservation work need not correct horizontal curvature issues, except as possible to eliminate minor inconsistencies when the roadway is not bounded by curbing. Reconstruction projects should address needed horizontal curvature improvements within a reasonable effort and cost.

3.7-4 Vertical Curves

Refer to Table 2 for sag and crest vertical curve design criteria. Vertical curves must provide adequate stopping sight distance as defined in the 2011 AASHTO “A Policy on Geometric Design of Highways and Streets”.

Preservation work need not correct vertical curvature issues. Reconstruction projects should address needed vertical curvature improvements, as possible while matching adjacent buildings and driveway grades.

3.7-5 Roadway Side Slopes

Roadway side slopes shall meet the requirements of Table 3; special sloping may be required to meet minimum sight distances.

Preservation work need not correct side slope issues. Reconstruction projects should address needed improvements, particularly where safety has proven to be compromised due to obstructions to sight distance.

3.7-6 Design Speed

Street design sets the context for driver response. Historic design practices have used 85th percentile observed speeds or have established design speed higher than the posted speed. In particular, design speed is used during design of horizontal curves. Because design speed is one of the factors in determining street context, it should be established as the posted or target speed. This practice will avoid “speed creep”, which can occur when streets are built to operate at higher speeds than posted and the next design period resets with a speed study revealing the 85th percentile has increased. Streets designed for the target operating speed have proven to have greater user compliance, and are thus safer for all users.

Table 4 – Target speeds by street type

	RESIDENTIAL, INDUSTRIAL, CB AND GC				CC, DOWNTOWN, FORM BASED CODE			
Street Type	Principal Arterial	Minor Arterial	Collector	Local	Principal Arterial	Minor Arterial	Collector	Local
Design Speed = Posted Speed = Target Speed (mph)	30-35	30-35	30	25	20-30	20-30	20-30	20-25

3.7-7 Vertical Clearances

The clearance above any street surface shall be as provided in SMC 17H.010.240 and SMC 12.02.0462.

Preservation projects must coordinate with Urban Forestry to ensure the tree canopy is in compliance. Reconstruction projects must similarly ensure the tree canopy is in compliance, and should consider opportunities to improve upon other hazards or obstructions.

3.7-8 Horizontal Clear Zones

This section is intended to replace the former City of Spokane clear zone policy ADMIN 0370-08-04. Clear zones are unobstructed, traversable areas that extend beyond the curb-to-curb dimensions of the traveled street. Clear zones allow for loss of control and other erratic driving behavior. Commonly found fixed objects in the right-of-way include: trees with a diameter of 4 inches or more (measured at 6" above ground surface), wooden poles or posts greater than 16 square inches in cross-section (without breakaway features), bridge piers, retaining walls, landscaping walls, some types of fences, signal poles, signal/lighting/ITS cabinets, culvert ends, utility poles and luminaire poles.

Generally, clear zones can be reduced in urban areas since wide unobstructed sidewalk and/or shoulders lining the roadway encourage higher-speed driver behavior. The presence of street trees and other roadside features tend to decrease overall speeds, increasing safety for all users and more comfort for people walking and biking. The City of Spokane Comprehensive Plan promotes a sense of place, encourages the installation of street trees in the planting/pedestrian buffer strips, and encourages other urban amenities along and adjacent to roadways such as planters, bollards, benches, light fixtures, kiosks, clocks and transit shelters.

The City of Spokane is granted jurisdiction over clear zones along City streets and managed access State highways within the City per RCW 47.24.020(2). Along managed access State highways this authority applies only beyond the curb, or if no curbs, beyond the portion of the roadway used for highway purposes. Between the curbs (median areas) the Washington State Department of Transportation (WSDOT) has jurisdiction over clear zone. WSDOT has full authority over clear zones inside and outside curbs along State limited access facilities within the City.

Table 5 – Minimum Clear Zone (distance from edge of traveled way)

	Posted Speed 20-35mph		Posted Speed 40 or above	
	Existing Fixed Objects ^(2,3)	New Fixed Object ⁽²⁾	Existing Fixed Objects ^(2,3)	New Fixed Object ⁽²⁾
State Highways	WSDOT ¹	WSDOT ¹	WSDOT ¹	WSDOT ¹
New street construction	n/a	4	n/a	10
Street reconstruction including width or profile adjustments	1.5	4	6	10 ¹
Street reconstruction not including width or profile adjustments	1.5	4	6	10 ¹
New installations not related to street construction	n/a	4	n/a	10 ¹

¹ If 10 feet clear distance cannot be provided within the available right-of-way, the design engineer may evaluate and justify placement as near the outer edge of the right-of-way as practical.

² On a curbed street all fixed objects shall be at least 1.5 behind curb regardless of the location of the travelled way. This is to ensure clearance for parked vehicle doors, snow removal, sign overhang, etc.

³ Fixed objects / trees with less than 1.5 feet clearance should be considered for removal or relocation. If clearance is between 1.0 and 1.5 feet existing fixed objects including trees may remain unless damage indicates a history of vehicle collision, the object or tree conflicts with the condition or operation of a street, alley or sidewalk, or removal/relocation is required due to other public safety, convenience or aesthetic considerations.

When indicated by Table 5, rigid objects within the clear zone should be removed or not installed, relocated to a position outside the minimum clear zone, remodeled to make traversable, breakaway, or shielded.

- A larger clear zone on the outside of horizontal curves is desirable. On streets with on-street parking, bike lanes, or on streets without curb the clear zone is measured from the edge of traveled way.
- Signals, cabinets, illumination poles, parking meters and ITS equipment are exempt from the policy, although desired placement is at least 1.5 feet from the face of curb.
- Traffic control signs, fire hydrants and residential mailboxes may be placed in the clear zone if on a breakaway fixture or a frangible design.
- Planter boxes, benches, bike racks, transit shelters, bollards, utility standpipe vents clocks, trash cans, fencing for sidewalk cafes, kiosks, security barriers, mail drop boxes, tree guard and other street furniture typically used in the downtown and centers and corridors are exempt from the policy, although desired placement is at least 1.5 feet from the face of curb.
- Any planter boxes placed in the street as traffic calming or delineation devices should be of a frangible design or pinned in place. Height including sight blocking vegetation shall not exceed 36 inches.
- Within medians the clear zone should be 1.5 feet along straight sections, and 3 feet near intersections where the median is near the alignment of turning movements.
- The width of on-street parking and bike lanes can be included in the measurement of clear zone distance.
- In areas where sidewalk does not exist, the future location of sidewalk shall be evaluated. Existing buildings or other property improvements may make it prohibitive to provide separated sidewalk with planting or pedestrian buffer strips in the future. If it is determined that future sidewalk will necessitate installation adjacent to curb, the distance behind curb shall be increased to allow installation of the proper width sidewalk without obstructions.
- Attainment of these clear zone values does not relieve the Design Engineer of the responsibility to evaluate sight distances in accordance with applicable design standards.
- A three foot clearance to roadside objects should be provided near turning radii at intersections and driveways to prevent a truck overhang from striking an object.

3.7-9 Roadway Drainage

Stormwater collected within the roadway must be effectively routed to drainage facilities, such that flow accumulations and pooling are minimized, or otherwise efficiently dissipated. Minimum roadway profile grades are shown in Table 6. Standard Plan W-101 provides a chart for selecting a roadway crown section based on roadway width and curb height differential. Refer to the City's Standard Plans for cross-section and staking data. For vertical curves, the designer's attention is called to the limiting K-value factors shown in the Table 2 footnotes.

Generally, no more than three lanes should be sloped in any one direction. On wide streets, a quarter-crown or center-crown cross-section is recommended, or the designer may consider stormwater collection at the median.

Refer to Section 3.4-5 herein for stormwater disposal methods and design requirements. New development and re-development treatment requirements are addressed in the stormwater design guidelines.

3.7-10 Through Traffic Lanes

Refer to Table 1 for traffic lane design width guidelines.

Reconstruction and preservation work shall incorporate markings for all users of the street as determined within this standard for planned pedestrian, bicycle, and vehicular facilities.

3.7-11 Exclusive Turn Lanes

Left and right dedicated turn lanes widen the intersection, often require adding another signal phase, and may lengthen the overall delay for users. Dedicated turn lanes should be used only when specifically determined by an engineering analysis to solve congestion issues. The engineering analysis should consider the impact not only on the target intersection, but also the surrounding street network. Refer to appropriate MUTCD guidelines for design and application of dedicated turn lanes.

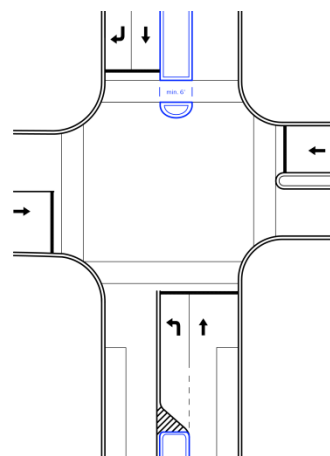
In connected networks, left turns can be restricted at periodic intersections to avoid having long exposed pedestrian crossings at every intersection.

Preservation work need not incorporate roadway reconfiguration projects, unless planned as a follow-up to reconstruction work that conducts such changes, and thus would otherwise leave pavement patching.

3.7-12 Tapers

The standard taper length for narrowing or offsetting of a lane shall be based on the design speed, per the U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD).

Figure 25 – Pedestrian refuge at left turn lane pocket



3.7-13 Survey Monuments

At a minimum, monumentation shall be provided in the following locations:

- a) At center of each cul-de-sac
- b) At point of curvature on all horizontal curves
- c) At point of tangency on all horizontal curves
- d) On the roadway centerline at the end of every plat.

Monument pins with cases shall be installed at these locations in accordance with the City's Standard Plans.

These specifications apply to all preservation and reconstruction work.

3.8 Median Realm

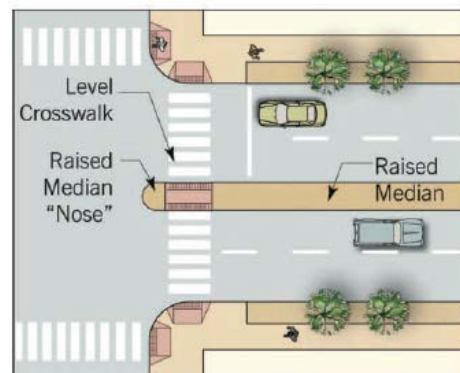
Build medians in accordance with Table 1 on new streets. In retrofit situations, vehicle lanes could be narrowed to add pedestrian refuge islands or medians at unsignalized marked crosswalks on principal or minor arterials in dense zoning⁴. Pedestrian refuge islands should be considered for wider street crossings. A minimum of 6 feet is required for a pedestrian refuge median (8 feet is optimal). However, in retrofit situations a narrow pass-through may be more desirable than no island at all. A narrow median pass-through can provide a place for crosswalk warning signage and also work to reduce vehicular speeds by visually narrowing the roadway. When crosswalks go through a median, protect the crosswalk users with a raised median nose. The end of the median must be marked with a vertical marker for snow plow delineation.

Some transit routes may find it beneficial to place bus stops in the median. This type of setup requires left-side boarding doors on the bus and crosswalks to reach the median. The City Line route, opening in 2021, has designed several median stops.

Speeds can be reduced at neighborhood entry points by installing a short median. This treatment provides a cue to drivers that they are leaving an arterial street and entering a local street. See Figure 28.

Medians, where constructed, shall not exceed 600 feet in length without a break that allows emergency vehicles to cross through the median and continue in the same direction (S-Turn movement). See SMC 17H.010.140 requirements on emergency vehicles access and staging areas on local streets. The break in the median does not need to allow for U-turn movements. Consider the space required for turning movements when installing in tandem with bulbouts.

Figure 26 - Protecting crossings with a median tip provides safety from turning traffic



⁴ Per crosswalk ordinance <https://static.spokanecity.org/documents/projects/crosswalkordinance/adopted-crosswalk-ord-c35141.pdf>

Figure 27 – Neighborhood entry median.



Medians may be combined with on-street parking, bulb-outs or chicanes provided that fire staging areas are provided periodically. These designs must be closely coordinated with the fire department to ensure adequate access to hydrants and structures. Staging areas must not be used for snow storage and must be clearly marked to restrict parking. Hydrants should be located at the staging areas which improves fire access and helps to enforce the parking restriction. Hydrants could also be located in the median, allowing better access and limiting the possibility of blockage by parked cars. Prior to approving hydrants in the median, the method for snowplowing this area and keeping the hydrant clear must be discussed with Streets. Median landscaping should consider the height of adjacent buildings and the need for aerial equipment. Neighborhoods developed with this pattern should also provide a grid network to allow for alternative routes during emergency events.

Figure 28 – Summit Parkway with medians, bulb-outs and fire staging areas.



Preservation work need not adjust nor replace medians. Reconstruction projects should consider the space used by the median, and the utility of that space to be maintained as median or other uses. Pavement and median condition should be considered as possible replacement items during scoping of capital work.

3.9 Neighborhood Traffic Calming

Traffic calming increases safety through vertical and horizontal traffic slowing measures, and by reducing traffic in residential neighborhood areas. Install traffic calming strategically to protect vulnerable users, reduce speeds in areas exhibiting safety concerns, and as part of the city's Neighborhood Traffic Calming Program. Tools include:

- Horizontal measures – Chicanes, intersection and midblock curb extensions, traffic circles
- Vertical measures – Raised crosswalks, tabletop intersections, installation of sidewalks.
- Traffic reduction – Diverters, medians with walking and bicycling cut-throughs

A formal neighborhood traffic calming program is presently administered by the City through Neighborhood Services. Included in the program is a "Traffic Calming Toolbox", outlining the basic options for solving concerns within any given neighborhood. This toolbox, although not exhaustive, is a reference for optional traffic calming elements within capital or development projects. The NACTO Urban Street Design Guide is also a good reference for traffic calming design. When considering traffic reduction measures, consideration should be given to where traffic will reroute to.

Implementation of traffic calming is required only for approved applications. New developments may include traffic calming measures as appropriate, per SMC 17H.010.160. Preservation and reconstruction projects will install traffic calming elements as programmed.

3.10 Pavement Design

3.10-1 Asphalt Binder Selection

All Hot Mix Asphalt binder and aggregates used in the traveled way shall conform with WSDOT specifications, and meet the requirements for durability and performance.

These specifications apply to all rehabilitation maintenance and capital work.

3.10-2 Pavement Section Thickness

The minimum asphalt thickness shall be in accordance with Standard Plan W-101A. As noted in W-101A, the City Engineer may require a pavement design for local access (residential or commercial) streets. This will be evaluated on a case-by-case basis. All arterials require a pavement design, which shall be approved by the City Engineer. A rational pavement design for either arterials or residential streets must contain the following:

1. Traffic Loading – an estimate of the number and types of loadings that roadway will carry for the design life. This estimate of loading must be established by a procedure accepted by the City Engineer and be expressed in 18-Kip Equivalent Single Axle Loads (ESAL's).
2. Subgrade Support—a representative value for the stiffness of the native material on which the road will be built. This value will be established by a procedure accepted by the City Engineer and be expressed as resilient modulus (MR). When determining MR, soil sampling is to include:
 - a) Obtaining a sufficient number of soil samples which adequately represents the subgrade MR, and where significant changes in MR occur;

- b) Constructing a soil log to a minimum of five foot depth below proposed subgrade and classify the soil per USC; and
 - c) Recording the location of where the samples were obtained, normally by station and offset. This record shall be provided to Engineering Services.
3. Analysis- a procedure for establishing the surfacing depth requirements for a given traffic loading and subgrade resilient modulus. The City Engineer must approve this procedure. The following procedure is pre-approved: Guide for Design of Pavement Structures (26), 1994 the American Association of State Highway and Transportation Officials (AASHTO).
- The pavement design life is 20 years for new construction and 15 years for pavement overlays. The structural pavement calculations, soil sample locations, lab results, design criteria and recommendations are to be included in a report prepared by the sponsor's engineer. All design factors used are to be listed in the report, including traffic loads projected to occur over the life of the pavement. The report is to be stamped by an engineer, licensed in the State of Washington.
- These specifications apply to all preservation and reconstruction work.

3.10-3 Pavement Patching

The City of Spokane adopted the Spokane Regional Pavement Cut Policy in 2005. The adoption resolution is included in Appendix F. This pavement cut policy is updated on a regular basis through coordination with Avista and other local agencies in the Spokane area. All pavement cuts for utility work and patches shall be designed and constructed in accordance with the latest version of this policy.

These specifications apply to all preservation and reconstruction work.

3.11 Intersections

Intersections represent the most complex pieces of the network. They are the place at which multiple modes meet and need to pass safely through. Keeping intersections compact increases eye contact between users, and making them legible or intuitive means each user knows where he or she belongs. Follow these principles of intersection design:

- Make intersections as compact as possible
- Identify utility maintenance access in design considerations
- Analyze intersections as part of a network, not in isolation
- Design intersections as shared spaces
- Integrate space and time; for example adjust signalization timing to improve flow on a corridor

The maximum centerline distance between intersections shall be 660 feet. The minimum recommended centerline distance is 150 feet, or 300 feet for signalized intersections. In general, intersections should be at right angles. The minimum acute intersecting angle for streets shall be 70-degrees. For stop sign-controlled streets the 70-degree (tangent) portion shall extend along the controlled street a minimum of 30 feet from the end of the curb radius. For all cases, the effects of sight distance shall be considered.

Preservation projects may implement adjustments to striping patterns, but will not be expected to adjust curb placement except as necessary for ADA compliance measures. Intersection design

principles should be reconsidered for reconstruction projects. This is particularly important if there are high incidents of collision, but may also be important if the use patterns have evolved since the original construction; i.e. a new industrial area has developed.

3.11-1 Design Vehicle

Streets should be designed to serve the most vulnerable user. Designing streets for the largest possible vehicle results in streets with oversized intersections and large turning radii. The result is higher operating speeds for the most frequent vehicles on the street – passenger cars. Use both design vehicles and accommodated vehicles for intersection design. Each intersection is unique, and designing for the largest most frequent vehicle (comprising 10% or more of Average Daily Traffic) allows for better –controlled turning speeds on streets and at intersections. Follow these guidelines for selecting design and accommodated vehicles:

- **Establish a *design vehicle*.** The selected design vehicle should be the largest vehicle that accounts for at least 10% of a street's average daily traffic. Selection of the design vehicle should consider the make-up and expectation for traffic flowing through a given intersection. The design vehicle will dictate the minimum turn radius.
- **Establish an *accommodated vehicle for infrequent users*.** The accommodated vehicle is the largest expected vehicle. Use curb and turning radii that allows the accommodated vehicle to use the full street for turns, including parking lanes, bikeways, and adjacent lanes. Consider medians and curb lines as barriers. Restrict parking near intersections and employ recessed stop lines if needed.

Figure 29 – Infrequent accommodated vehicle can encroach into opposing lane



The use of design and accommodated vehicles during design allows more flexibility to adjust designs in favor of pedestrian or bicycle traffic (the most vulnerable users). The following points illustrate options to consider space requirements with this greater latitude.

- Consider the use of tools such as **staggered (offset) stop lines** (where opposing queue storage is adequate) to accommodate vehicles before electing to widen intersection curb alignments.

Figure 30 – Recessed stop bar used where bus must turn right frequently



- The largest frequent user (candidate design vehicle) of most local streets is a 30-foot delivery truck (SU-30). SU-30 vehicles have similar width and wheelbase to a school bus.
- If designing a segment of a designated emergency response route, use appropriate fire apparatus as the accommodated vehicle. In some instances, truck selection might be determined by the fire trucks expected to use the route based on proximity to nearest fire stations.

Table 7 summarizes likely design and accommodated vehicles by context and street type.

Table 7 - Minimum Design Vehicle Standards

	RESIDENTIAL, INDUSTRIAL ¹ , CB AND GC		CC, DOWNTOWN, FORM BASED CODE	
Street Type	Arterials ²	Local	Arterials ²	Local
Design Vehicle (10% or more of ADT)	WB-40	SU-30	SU-30 & STA 40' bus	SU-30
Control Vehicle (Infrequent Largest User)	WB-62	WB-62	Ladder truck	Ladder truck
¹ Urban streets zoned for industrial uses may require larger design and control vehicles.				
² Intersections of arterials with a local street should use the local street design vehicle unless nearby land uses dictate the need to accommodate a larger vehicle.				

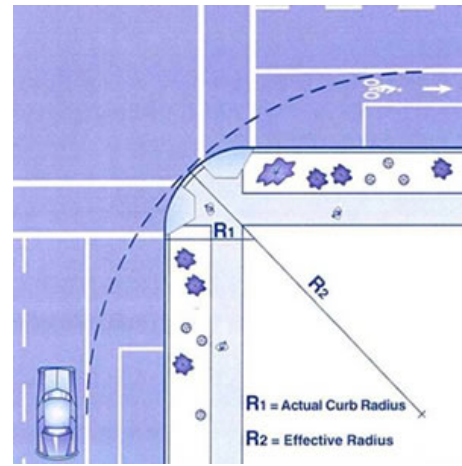
3.11-2 Curb Radius

Curb radii influence driver behavior—positively and negatively—affecting turning speeds and the safety of all users. Minimize curb radius based upon the design and accommodated vehicle. Calculate both the actual radius – the radius of the curb itself- and the effective radius, or the wheel track of vehicles. For example, at intersections with on street parking and no curb extensions, the effective radius is much higher than the actual radius. In all cases, consider the widths of the approach and receiving lanes, as crowding may cause poor driver response.

Retrofit existing curbs with curb extensions to reduce actual and effective turning radius. Consider curb extensions whenever on-street parking is present. However, consideration for stormwater flow-lines must be incorporated into design and retrofits.

Curb radius determines turning speed. Use corner radius to keep turning speeds low while allowing the design vehicle to turn.

Figure 31 – Actual vs. Effective Radius



Source: saferoutesinfo.org

Table 8 – Intersection Curb radius and speed

	RESIDENTIAL, INDUSTRIAL, CB AND GC	CC, DOWNTOWN, FORM BASED CODE
Actual Radius	20 feet minimum	10 feet minimum
Effective Radius	25 feet minimum	20 feet minimum
Turning Speed ¹	10-15 mph	10 mph
¹ For right turn movements. Left turns will typically be 5 mph faster.		

3.11-3 Bus Bulbs at Intersections

For bus bulbs at intersections, a bulb for a single bus measures 30' long, allowing both doors to open on the bulb, and measures 6-8' wide. On heavy ridership routes where more than one articulated bus platforms several times per day, the bulb measures up to 140' in length. The return angle will be 45 degrees. If the route requires buses to turn right after stopping at a bulb, ensure actual and effective radius meets appropriate bus turning templates.

3.11-4 Clear Sight Triangle

For design purposes the clear horizontal sight distance triangle at intersections shall be as described in AASHTO "A Policy on Geometric Design of Highways and Streets", Chapter 9, section on Sight Distance.

For vegetation enforcement purposes, use the clear view triangle shown in SMC 17A.020.030.

3.11-5 Roundabouts

Roundabouts will be reviewed in every case and shall be designed in accordance with WSDOT's design standards. Roundabouts are intended for arterials and collectors. Roundabouts can ease congestion and improve safety at skewed or five-leg intersections.

Typically, roundabouts are larger scale facilities, as they are intended for use along arterials and collectors as previously noted. They facilitate traffic flow without the need for signalization. Roundabouts generally reduce the number of conflict points for vehicles in the intersection and reduce the severity of collisions between vehicles. Design is critical to facilitate safe travel for bicyclists or pedestrians to limit conflicts at the legs of the intersection, as well as to provide needed information for pedestrian alignment and crossing. While vehicle safety is generally improved, improper design can degrade safety for bicycle and pedestrian travel.

Compact urban roundabouts may also be used at city intersections. They have a smaller footprint with and use a completely mountable center island. In many cases existing curb or sidewalk can be left in place.

Preservation work will generally be applied to roundabout pavement surfaces, but implementation of these facilities would qualify as reconstruction.

3.12 Signing and Pavement Markings

3.12-1 Traffic Control Signs

All existing and proposed official traffic control signs required by MUTCD as part of street design shall be shown on the plans, and shall be subject to review and approval by the City Engineer. The plans shall include all existing and proposed signs, show the full width of the street, include any signs on the opposite side of the street, and show existing conditions beyond the proposed development. Prior to construction, shop drawings for all new street signs shall be submitted to Street Maintenance - Signs and Markers for approval.

Preservation and reconstruction work should update signage as appropriate.

Warning and regulatory signs provide motorists with critical information and need to be visible in order to be effective. Provide minimum sight distances according to Table 3-1 in the 2011 AASHTO "A Policy on Geometric Design of Highways and Streets".

3.12-2 Pavement Markings

Design plans for pavement markings shall be approved by the City Engineer prior to construction. Plans shall include all existing and proposed striping, show the full width of the street, and show existing conditions beyond the proposed development. Any existing markings that are to be removed shall be clearly designated.

Preservation and reconstruction work shall incorporate markings for all users of the street as determined within this standard for planned pedestrian, bicycle, and vehicular facilities.

Plastic is the preferred material for pavement markings on Principal and Minor Arterials. Stop lines, crosswalk lines, wide lines (gore stripe), dotted wide lines, dotted bicycle lines, dotted extension lines, arrows, words and symbols shall be preformed thermoplastic. Other lines may be paint with thermoplastic dots according to the City of Spokane Standard Plans.

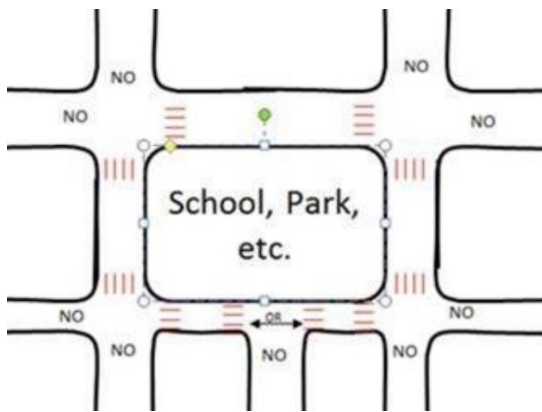
3.12-3 Crosswalks

Facilitate safe pedestrian crossings along centers and corridors, and near pedestrian generators. The crosswalk standards are outlined in SMC 17H.010.210 and SMC 17H.010.215. In general these sections of code require the following:

- **Placement.** Provide marked crosswalks along centers and corridors and near schools, parks, hospitals, churches, trail crossings, and other significant pedestrian generating facilities.
- **Design.** In the Downtown, Commercial, Centers and Corridors, and Form Based Code zones, a minimum 6-foot pedestrian refuge at unsignalized crosswalk locations is encouraged where the total crossing is 3 or more automotive lanes.
- **Striping.** Refer to City of Spokane Standard Plans.
- **Stop bar.** Refer to City of Spokane Standard Plans.
- **RRFBs/PHBs.** Install pedestrian-activated tools such as Rectangular Rapid-Flash Pedestrian Beacons and Pedestrian Hybrid Beacons in locations that serve pedestrian generators as ascribed by engineering analysis and approved by the City Engineer. The MUTCD and FHWA-SA-18-018 shall be used as a reference for determining the appropriate crosswalk treatment.

The following exhibit is intended to provide clarification on crosswalk placement based on SMC 17H.010.210.

Figure 32 – Crosswalk placement near schools and parks



3.13 Traffic Signals and Intelligent Transportation Systems

3.13-1 Traffic Signal Design

Street traffic signals shall be designed with direct coordination and review by the City Street Department. Preservation and reconstruction work should consider traffic signal updates and replacements as appropriate.

- In downtown, use signal progression to promote smooth progression of vehicular traffic at or below the posted speed in an effort to reduce congestion. Work to reduce signal delay on heavily used bike routes.

- Use of Pedestrian Recall is addressed in SMC 16A.84.040.
- In urban areas with heavy pedestrian traffic, consider the use of Leading Pedestrian Intervals (LPI). LPIs add a few seconds of time for pedestrians to establish themselves in the crosswalk before the vehicle signal turns green, enforcing that turning traffic yield to pedestrians. If LPI is used without Accessible Pedestrian Signals the walk interval may need to be increased to aid sight impaired pedestrians who listen for the parallel traffic movement to know when to walk. LPI is addressed in SMC 16A.84.
- Signalized intersections should be re-timed approximately every five years to reduce both air pollution and delay.
- At rehabilitated or new signals, retrofit with Accessible Pedestrian Signals. Prioritize APS installations near concentrations of vulnerable populations, such as near senior centers or hospitals. Intersection APS retrofits are addressed in SMC 16A.84.060.
- Signal interconnection of traffic signals to the Central City Signal Server via fiber optic or copper Ethernet for progressing traffic through an area. New signal and pedestrian hybrid beacon installations should include interconnect infrastructure.





3.13-2 Intelligent Transportation Systems

The City of Spokane uses several types of Intelligent Transportation Systems (ITS) throughout the City to help monitor and manage traffic flow.

- PTZ cameras provide live video feeds to the regional traffic management center and are used by city staff to monitor traffic conditions, adjust signal timing, and perform studies. Additional fixed cameras provide telemetry at several intersections throughout the City.
- Permanent count stations are located throughout the City. These provide count information throughout the year.
- Over 95% of the City's traffic signals communicate with a central server via Ethernet over copper or fiber. Remote access is also available to all City owned PTZ, fixed cameras and dynamic message signs.
- Dynamic Message Signs have been installed in key arterial locations within the city to display messages related to traffic control and safety.
- Flashing school beacons have been installed at most of the schools in the city limits to provide real-time information to drivers on the times the 20 mph speed limit is in effect.
- Speed feedback signs have been installed through the traffic calming program. Some models can provide count and speed data.
- Bike and pedestrian count stations are installed on select regional trails within the city and provide time of day, weekday vs. weekend and season count data for use in planning.
- Remote Weather Information System (RWIS) units provide information on air temperature, humidity, dew point and road surface temperature. One is currently installed on the south hill.
- Bluetooth/WiFi readers are used to monitor corridor travel times on Maple/Ash, Division, Freya/Greene/Market, and US 2 in cooperation with the Spokane Regional Traffic Management Center.

3.14 Reference Tables

Table 1 Street Dimensions

Table 1 Street Dimensions													
(Required) PEDESTRIAN REALM				(Recommended) FLEXIBLE AREA ^e				(Required) VEHICLE REALM				(Recommended) MEDIAN	
													
Sidewalk Zone ^b	Buffer Zone ^{c,d}	Curb Zone	Opt. Shared Use Path ^{f,g}	Stormwater Management ^h	Curb Extensions/Bus Bulbs ⁱ	Parking	Bicycle Lane ^g	Bicycle Buffer ^j	Vehicle Zone Outer Lane ^{k,l}	Vehicle Zone Inner Lane ^k	Vehicle Zone Left Turn or TWLTL	Median ^m	
Downtown DTC, DTG, DTU, DTS; Form Based Code CA1, CA2, CA3, CA4													
Urban Principal Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	11	6-20
Urban Minor Arterial	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	11	6-20
Urban Major/Minor Collector	7	5	0.5	12	Varies	7	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	7	5	0.5	12	Varies	NA	7	6	NA	10	NA	NA	6-20
Commercial O, OR, NR, NMU, CB, GC													
Urban Principal Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	11	6-20
Urban Minor Arterial	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	11	6-20
Urban Major/Minor Collector	7	5	0.5	12	10	7	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	7	5	0.5	12	6.5	NA	7	6	NA	10	NA	NA	6-20
Residential RA, RSF, RSF-C, RTF, RMF, RHD													
Urban Principal Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Minor Arterial	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Major/Minor Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	11	11	10	6-20
Urban Local Access	5	6	0.5	12	6.5	NA	7	6	NA	10	NA	NA	6-20
Industrial LI, HI, PI													
Urban Principal Arterial	5	6	0.5	12	10	NA	NA	6	3	12	12	12	6-20
Urban Minor Arterial	5	6	0.5	12	10	NA	8	6	3	12	12	12	6-20
Urban Major/Minor Collector	5	6	0.5	12	10	NA	8	6	1.5-6'	12	12	12	6-20
Urban Local Access	5	6	0.5	12	6.5	NA	7	6	NA	11	NA	NA	6-20

A. Table 1 dimensions are target values and minor adjustments are allowed to fit the street context. See discussion in section 3.2-2 for further detail.

B. See SMC 17H.010 for exceptions to residential sidewalk requirements. In locations where existing sidewalks exceed the dimension in Table 1, the sidewalk width should be maintained with redevelopment or street improvement.

C. Per SMC 17C.200.050-1, a tree-planted continuous buffer requires a 5-foot minimum width for commercial zones. For residential and industrial zones, the minimum increases to 6 feet. Alternatively, a narrower buffer may be used in select zones if tree vaults are implemented.

D. Buffers in commercial areas may be planted or concrete. When stormwater disposal is a governing concern, consideration should be given to use pervious surfaces.

E. The flexible area includes a menu of options which are chosen based on what makes most sense according to city plans, environmental responsibilities, and context. In some cases, none of these will fit within the project. Only in very rare cases will more than one fit - for instance, a parking lane plus bio-retention swale.

F. In places designated for shared-use paths, the path can take the place of the sidewalk zone.

G. Consult section 3.5 of this document for guidance on facility type and selection. Possible facilities include bike lanes, buffered bike lanes and parking protected bikes lanes. Physical or grade-separation may be preferred depending on conditions. Bicycle facilities may operate in the Flexible Area or the Vehicle Realm. Bicycle boulevards and shared roadways are possibilities on local access street.

H. Consult the Spokane Regional Stormwater Manual and/or Eastern Washington Low Impact Development Guidance Manual for desired locations for stormwater facilities. The stormwater catchment area must meet the required volume generated by the planned impervious area. In Downtown, Form Based Code or Center & Corridor zoning roadside swales are less common and alternative stormwater facilities in accordance with the above identified manuals may be considered or stormwater piped to another location.

I. On transit corridors, use bus bulbs if space allows to ease boarding, reduce sidewalk congestion, and allow buses to easily re-enter traffic. This should typically be done only if there is a second lane for vehicles to continue around stopped buses.

J. "High Traffic" and "Medium Traffic" lane routes on the Master Bicycle Plan should include buffers. Separation buffer between bike lane and vehicle lane should be implemented via parallel lane edge stripes with a periodic cross-hatch. 3' is the minimum buffer unless a raised curb is used, in which case 1.5' is the minimum. Wider buffers are allowable but should be well marked with hatching or bollards.

K. When constraints are prohibitive, consider 10-foot lane width as the minimum.

L. Travel lane includes the width of the gutter pan, if integral curb and gutter is used.

M. Medians less than 6 feet wide are considered traffic channelization. A pedestrian refuge is a raised median with a minimum width of 6 feet. Wider medians may be implemented in the context of boulevards.

Table 2 – Vertical Curve Design Parameters

	ARTERIALS (all types)	LOCAL	ALLEY	BICYCLE / PEDESTRIAN PATHWAY
Minimum Design Speed ¹	30 mph	25 mph	20 mph	20 mph
Vertical Curves ² are required if the Algebraic Grade Difference, A, is:	A>1%	A>2%	A>2%	A>2%
Minimum Length is 3 times the Design Speed				
¹ Design speed is posted speed. In practice speeds may be less or more than shown depending on other design factors not accounted for herein. The design engineer shall justify the use of values other than those listed above. ² Curves must meet stopping sight distance per AASHTO 2011. "K" of 167 is used to find the maximum curve length for drainage.				

Table 3 – Side slopes

	ARTERIALS	LOCALS	ALLEYS	BICYCLE / PEDESTRIAN PATHWAY
Grade break at back of walk up down	4:1 4:1	1.5:1 2:1		
Grade break at back of walk up down	1.5:1 2:1	1.5:1 2:1		
Grade break at edge of pavement up down			1.5:1 2:1	1.5:1 2:1
Grade break at edge of traveled way, including any shoulders up down			1.5:1 2:1	1.5:1 2:1
Notes: Use WSDOT standards when curbs do not exist. Grades shown are horizontal:vertical				

Table 4 – Target Speeds by Street Type

	RESIDENTIAL, INDUSTRIAL, CB AND GC				CC, DOWNTOWN, FORM BASED CODE			
Street Type	Principal Arterial	Minor Arterial	Collector	Local	Principal Arterial	Minor Arterial	Collector	Local
Design Speed = Posted Speed = Target Speed (mph)	30-35	30-35	30	25	20-30	20-30	20-30	20-25

Table 5 – Minimum Clear Zone (distance from edge of traveled way)

	Posted Speed 20-35mph		Posted Speed 40 or above	
	Existing Fixed Objects ^(2,3)	New Fixed Object ⁽²⁾	Existing Fixed Objects ^(2,3)	New Fixed Object ⁽²⁾
State Highways	WSDOT ¹	WSDOT ¹	WSDOT ¹	WSDOT ¹
New street construction	n/a	4	n/a	10
Street reconstruction including width or profile adjustments	1.5	4	6	10 ¹
Street reconstruction not including width or profile adjustments	1.5	4	6	10 ¹
New installations not related to street construction	n/a	4	n/a	10 ¹

¹ If 10 feet clear distance cannot be provided within the available right-of-way, the design engineer may evaluate and justify placement as near the outer edge of the right-of-way as practical.

² On a curbed street all fixed objects shall be at least 1.5 behind curb regardless of the location of the travelled way. This is to ensure clearance for parked vehicle doors, snow removal, sign overhang, etc.

³ Fixed objects / trees with less than 1.5 feet clearance should be considered for removal or relocation. If clearance is between 1.0 and 1.5 feet existing fixed objects including trees may remain unless damage indicates a history of vehicle collision, the object or tree conflicts with the condition or operation of a street, alley or sidewalk, or removal/relocation is required due to other public safety, convenience or aesthetic considerations.

Table 6 – Street Profile Grades

	ARTERIALS	LOCALS	ALLEYS	BICYCLE / PEDESTRIAN PATHWAY
Minimum Profile Grade	0.8%	0.8% ¹	0.8%	0.8%
Maximum Profile Grade	8.0%	8.0%	8.0%	8.0%
Grade at Intersections ²	n/a	n/a	n/a	n/a
¹ Cul-de-sac profiles shall be established to provide minimum one percent grades at all places along the gutter lines. ² Unless otherwise approved by the Engineer, the profile grade at all residential intersections, along the minor roadway at arterials, and for all roadways at controlled intersection shall be no greater than three percent at any point within 100 feet of the near end of the radius.				

Table 7 – Minimum Design Vehicle Standards

	RESIDENTIAL, INDUSTRIAL ¹ , CB AND GC		CC, DOWNTOWN, FORM BASED CODE	
Street Type	Arterials ²	Local	Arterials ²	Local
Design Vehicle (10% or more of ADT)	WB-40	SU-30	SU-30 & STA 40' bus	SU-30
Control Vehicle (Infrequent Largest User)	WB-62	WB-62	Ladder truck	Ladder truck
¹ Urban streets zoned for industrial uses may require larger design and control vehicles. ² Intersections of arterials with a local street should use the local street design vehicle unless nearby land uses dictate the need to accommodate a larger vehicle.				

Table 8 – Curb radius standard

	RESIDENTIAL, INDUSTRIAL, CB AND GC	CC, DOWNTOWN, FORM BASED CODE
Actual Radius	20 feet minimum	10 feet minimum
Effective Radius	25 feet minimum	20 feet minimum
Turning Speed ¹	10-15 mph	10 mph
¹ For right turn movements. Left turns will typically be 5 mph faster.		

Table 9 – Profile grade of sidewalks and buffer strips

	All Zoning	
Street Type	Arterials	Local
Sidewalk Cross Slope	1.5% to 2%	1.5% to 2%
Sidewalk Profile Grade Contiguous with curb Isolated from curb	Same grade as street profile	
	5% max	5% max



PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE STREET ENGINEERING DESIGN STANDARDS CHAPTER 3 AND SMC UPDATES

A Recommendation of the Spokane Plan Commission to the City Council to APPROVE proposed updates to Chapter 3 of the City of Spokane Street Engineering Design Standards and accompanying revisions to Spokane Municipal Code (SMC) 17A.020, 17C.200 and 17H.010.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA).
- B. Chapter 3 of the Engineering Design Standards and the accompanying SMCs provide for implementation of the transportation section of the Comprehensive Plan.
- C. Proposed updates to Chapter 3 Design Standards –Streets, Alleys, Bikeways & Sidewalks include updates to street geometrics, stormwater facilities, bicycle facilities, access management, clear zones, design vehicles, and street lighting.
- D. Proposed revisions to SMC 17A.020 Definitions address roadway surfaces, arterial street types, bicycle facilities, clear zones, curb ramps, parkways, and shared-use pathways.
- E. Proposed revisions to SMC 17C.200 Street Tree Requirements, 12.01 and 12.02 tree grates and overhanging vegetation.
- F. Proposed revisions to SMC 17H.010 Engineering Standards address transit as a street use, Transportation Impact Fees, right-of-way width, local street widths, on-street parking, snow storage, medians, traffic calming, shared-use pathways, pedestrian buffer strips, curb ramps, street lighting, horizontal clearances, and the bicycle network.
- G. Pursuant to SMC 04.12.010 the Plan Commission shall hold public hearings and make recommendations to the City Council regarding development regulations implementing the Comprehensive Plan.
- H. On November 5, 2019, July 21, 2020, and August 11, 2020, the Plan Commission Transportation Subcommittee received a presentation on proposed updates to Chapter 3 of the Design Standards and corresponding SMC updates.
- I. On November 18, 2019, a group of public stakeholders in the disability and active transportation communities were gathered for an All Ages and Abilities Focus Discussion, and received a presentation on proposed updates to Chapter 3 Design Standards and related revisions to SMCs.
- J. On November 22, 2019, a group of public stakeholders in the development community received a presentation on the proposed updates to Chapter 3 Design Standards and the related revisions to SMCs.

- K. On June 24, 2020, the Design Review Board of the City of Spokane received a presentation regarding the proposed updates to the street design standards as addressed in Chapter 3 Design Standards, and corresponding revisions to related SMCs.
- L. On July 16, 2020, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice of intent to adopt before adoption of any proposed changes to development regulations.
- M. On July 22, 2020, a State Environmental Policy Act (SEPA) checklist was issued with a request for comments from agencies, departments, and neighborhood councils. The deadline to comment was August 10, 2020. The City received several comments on the documents and made revisions.
- N. The City Plan Commission held workshops on July 22nd and August 12th, 2020, to obtain public comments on Chapter 3 of the Design Standards and the SMC updates.
- O. On March 23rd, 2020 and August 24th, 2020, the Public Infrastructure, Environment, and Sustainability Committee of the City Council received presentations on Chapter 3 of the Design Standards and related SMC updates.
- P. On August 31, 2020, a Determination of Non-Significance (DNS) was issued for the Proposal. The deadline to appeal the determination was September 22, 2020. No comments on the SEPA determination were received.
- Q. The City Plan Commission held a public hearing beginning on September 23rd, 2020 and continuing on October 14th, 2020 to consider Chapter 3 of the Design Standards and related SMC updates.
- R. The City Council must receive a recommendation from the City Plan Commission to certify that update to Chapter 3 of the Engineering Design Standards and accompanying revisions to SMCs are in conformance with the City's Comprehensive Plan in effect on the day of certification.

CONCLUSIONS:

- A. Chapter 3 of the Engineering Design Standards and the accompanying SMCs have been prepared in full consideration of the City's Comprehensive Plan.
- B. Chapter 3 of the Engineering Design Standards and the accompanying SMCs have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan.

RECOMMENDATIONS:

- A. The Spokane City Plan Commission is certifying that the update to Chapter 3 of the Engineering Design Standards and accompanying Spokane Municipal Code revisions

are in conformance with the City of Spokane's Comprehensive Plan as required by RCW 36.70A and are recommended for adoption by the Spokane City Council.

- B. By a vote of 8 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.


Todd Beyreuther (Nov 3, 2020 12:40 PST)

Nov 3, 2020

Todd Beyreuther, President
Spokane Plan Commission
October __, 2020






Plan Commission Engineering Design Standards

Final Audit Report

2020-11-03

Created:	2020-11-03
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0A-sozYn37EwtYYE0cyKINZRAQ-YN7v_

"Plan Commission Engineering Design Standards" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
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2020-11-03 - 6:38:52 PM GMT
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-  Document e-signed by Todd Beyreuther (tbeyreuther@spokanecity.org)
Signature Date: 2020-11-03 - 8:40:04 PM GMT - Time Source: server- IP address: 107.77.205.172
-  Agreement completed.
2020-11-03 - 8:40:04 PM GMT



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods



Services



Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:
