CITY OF SPOKANE

NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the May 9, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at https://my.spokanecity.org/citycable5/live and https://www.facebook.com/spokanecitycouncil.

WebEx call in information for the week of May 9, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2497 040 0810; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, May 9, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at https://forms.gle/Vd7n381x3seaL1NW6. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

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!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.

B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.

C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.

D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.

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

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.

B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.

C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.

D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.

E. 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, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.

H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:

1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.

I. 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's Director of Policy and Government Relations 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.

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

C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.

D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

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

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

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

c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.

d. The designated representative, if any, of the opponents of the issue shall speak following the

presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.

e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.

f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

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

4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.

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

F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.[1]

[1] https://my.spokanecity.org/citycouncil/members/

THE CITY OF SPOKANE

CURRENT COUNCIL AGENDA

MEETING OF MONDAY, MAY 9, 2022

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 JONATHAN BINGLE
COUNCIL MEMBER MICHAEL CATHCART
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER KAREN STRATTON
COUNCIL MEMBER BETSY WILKERSON
COUNCIL MEMBER ZACK ZAPPONE

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

City of Spokane Guest Wireless access for Council Chambers for May 2, 2022:

User Name: **COS Guest**
Password: **b6HyQmbL**

Please note the space in user name.
Both user name and password are case sensitive.

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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

ADDRESSING THE COUNCIL

- **No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.**
- **Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.**
- **Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)**
- **In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.**
- **A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.**
- **When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.**
- **Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.**

SPEAKING TIME LIMITS: **Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.**

CITY COUNCIL AGENDA: **The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at https://my.spokanecity.org.**

BRIEFING SESSION

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

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

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

LEGISLATIVE SESSION

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

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS
(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS
(Announcements Regarding Adjustments to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Bicycle Advisory Board: Four Appointments	**Approve**	**CPR 1992-0059**

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase of 69 sheets of SA387 Grade 22 Class 2, 3/16"x48"x96" steel from Krueger Sheet Metal (Spokane) to complete a comprehensive replacement of the boiler skin at the Waste to Energy Facility—$69,986.57 (incl. tax and shipping). (Council Sponsor: Council Member Kinnear)	**Approve**	**OPR 2022-0315 RFQ 5615-22**
2. Five-year value blanket order with Serio-US Industries, Inc. d/b/a Serio-US Lock (Baltimore, MD) for the purchase of lock bars for solid waste dumpsters—estimated five-year expenditure $72,000 (incl. tax). (Council Sponsor: Council Member Kinnear)	**Approve**	**OPR 2022-0316 RFQ 5619-22**
3. Purchase of three Johnny Jaws™ Systems from SWS Equipment, LLC (Spokane Valley, WA) which allows front-load trucks to service rear-load dumpsters—$59,850 (plus tax). (Council Sponsor: Council Member Kinnear)	**Approve**	**OPR 2022-0317 RFQ 5628-22**
4. Five-year Value Blanket Orders for purchasing traffic sign blanks for the Street Department with:	**Approve**	**BID 5614-22**
a. Intermountain Sign and Safety (Spokane) (as primary resource), and		**OPR 2022-0318**
b. Stripe Rite (Spokane) (as backup resource).		**OPR 2022-0319**
Not to exceed $100,000 annual price allocation is being shared between the two vendors. (Council Sponsor: Council Member Kinnear)		

5.	**Contract Amendment/Extension with Intermountain Slurry Seal, Inc. (Reno, NV) to apply a microseal street surface treatment on Ash Street and Maple Street from May 1, 2022, through April 30, 2023—$122,699.35 (Council Sponsor: Council Member Kinnear)**	**Approve**	**OPR 2021-0378**
6.	**Contract with Consor North America, Inc, aka Murraysmith (Spokane) to provide water modeling analysis and support for the Draft Water System Plan required by the Washington State Department of Health from June 1, 2022 through March 31, 2024—$200,000. (Council Sponsor: Council President Beggs)**	**Approve**	**OPR 2022-0320 ENG 2022005**
7.	**Contract with Mimir Water (Deer Park, WA) for commercial water efficiency strategies in accordance with the Water Conservation Master Plan from May 2, 2022 through May 1, 2025, with option for one two-year renewal—estimated annual amount not to exceed $75,000. (Council Sponsor: Council Member Kinnear)**	**Approve**	**OPR 2022-0321 IRFP 5595-22**
8.	**Authorization to increase the administrative reserve on the contract with Max J. Kuney Co. (Spokane) for the Post Street Pedestrian and Utility Bridge Replacement project—increase of $3,650,000 for a total administrative reserve of $5,501,955.70 or 30% of the contract price. (Council Sponsors: Council President Beggs and Council Member Kinnear)**	**Approve**	**OPR 2020-0372 ENG201705**
9.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 29, 2022, total $8,176,090.91, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $7,688,485.62.		**CPR 2022-0002**
	b. Payroll claims of previously approved obligations through April 30, 2022: $7,695,576.97.		**CPR 2022-0003**
10.	**City Council Meeting Minutes: April 25 and May 5, 2022.**	**Approve All**	**CPR 2022-0013**

Request motion to suspend Council Rules and add the following items:

11.	**Pipe Pre-order with Core & Main (Spokane Valley, WA) in support of the TJ Meenach Street and Utilities Project, and an administrative reserve of 10% will be**	**Approve**	**OPR 2022-0349 ENG 2010132 ENG 2018060**

	set aside—$413,055.63. (Council Sponsor: Council Member Kinnear) Dan Buller		
12.	Purchase from Bud Clary Ford (Longview, WA) of an electric 2022 Ford Lightning for the Fleet Services Department to replace a loaner/pool vehicle that has reached the end of its economic life—$55,717.60 (incl. tax). (Council Sponsor: Council President Beggs) Rick Giddings	Approve	OPR 2022-0350
13.	Acceptance of Eviction Rent Assistant Program 2.0 funds from the Washington State Department of Commerce and permission to subgrant award to qualified providers to be selected through an RFP process—$5,879,189. (Council Sponsor: Council Member Kinnear) Jenn Cerecedes	Approve	OPR 2022-0351
14.	Subgrant Amendment to add SOS ACI funds to the Youth Homelessness Demonstration Project for the Volunteers of America InREACH Program retroactive to January 1, 2022, through June 30, 2022—$91,517. (Council Sponsor: Council Member Kinnear) Jenn Cerecedes	Approve	OPR 2019-0766
15.	Subgrant Amendment to add Young Adult Housing Program funds to the Youth Homelessness Demonstration Project for the Volunteers of America Bridge Housing Program retroactive to January 1, 2022, through June 30, 2022—$69,134. (Council Sponsor: Council Member Kinnear) Jenn Cerecedes	Approve	OPR 2019-0828
16.	Ridpath Club Apartments – resubordination request: The bank loan for the Ridpath Club Apartments will be refinanced with a new loan. Bellwether Enterprise Real Estate Capital, LLC and its underwriter are seeking mortgage insurance pursuant to Section 223(f) of the National Housing Act for the refinance of the Ridpath Club Apartments. Other lenders, including the City of Spokane, are currently subordinate to the current loan. Subordinate lenders have been asked to resubordinate their interests to the new loan. (Council Sponsor: Council Member Kinnear) George Dahl	Approve	OPR 2017-0302

ACTION ON CONSENT AGENDA

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36207 amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Human Services Grants Fund
1) Increase revenue by $5,879,189
A) Of the increased revenue, $5,879,189 is from the Washington State Department of Commerce Eviction Rent Assistance Program (ERAP) 2.0 to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.
2) Increase appropriation by $5,879,189
A) Of the increased appropriation, $5,585,230 is provided solely for sub-recipients awarded through an RFP process to deliver rent assistance funds to the community.
B) Of the increased appropriation, $293,959 is provided solely for the City's administration of the rent assistance program.

(This action arises from the need to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.) (Council Sponsors: Council Members Kinnear and Wilkerson)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0042 **Addressing increasing overtime costs within the Spokane Fire Department. (Deferred from May 2, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)**

RES 2022-0044 **Supporting the continued project planning for a Downtown Zipline. (Council Sponsors: Council Members Cathcart, Zappone, and Bingle)**

ORD C36202 **Amending Ordinance C27577 that vacated Dalton Avenue from Ash Place to Ash Street. (Council Sponsor: Council Member Stratton)**

ORD C36203 **Relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070. (Council Sponsors: Council President Beggs and Council Member Zappone)**

ORD C36204 **Relating to design guidelines; amending SMC Section 17G.040.020; and adopting new design guidelines. (Council Sponsors: Council Members Stratton and Cathcart)**

ORD C36205 **Relating to standards for skywalks; amending SMC sections 12.02.0405, 12.02.0410, 12.02.0424, 12.02.0452, 12.02.0464, 12.02.0470, AND 12.02.0476; repealing SMC sections 12.02.0450, 12.02.0460, 12.02.0462 and 12.02.0474; and adding Chapter 17C.255 SMC. (Council Sponsors: Council Members Stratton and Cathcart)**

ORD C36206 **Relating to the design review process; amending SMC sections 08.02.0665, 17G.030.020, 17G.060.070, and 17G.060.170. (Council Sponsors: Council Members Stratton and Cathcart)**

FIRST READING ORDINANCES

ORD C36208 **Changing the zone from Neighborhood Retail 35 (NR-35) to Neighborhood Retail 55 (NR-55) for property located at 2921 W 8th Ave., 2918 W 8th Ave., and 2937 W 7th Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Council Sponsors: Council Members Wilkerson and Kinnear)**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at https://forms.gle/Vd7n381x3seaL1NW6. (If you are unable to access the form by clicking the hyperlink,

please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

ADJOURNMENT

The May 9, 2022, Regular Legislative Session of the City Council is adjourned to May 16, 2022.

NOTES

Agenda Sheet for City Council Meeting of: 05/09/2022		**Date Rec'd**	4/26/2022
		Clerk's File #	CPR 1992-0059
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	TESSA DELBRIDGE 625-6716	**Project #**	
Contact E-Mail	TDELBRIDGE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions Appointments	**Requisition #**	
Agenda Item Name	0520 APPOINTMENT TO BICYCLE ADVISORY BOARD		

Agenda Wording

Appointment of Aren Murcar, Christina Ramirez, Lauren Pangborn, and Michelle Sidles to serve a three-year term on the Bicycle Advisory Board from 5/9/2022 to 5/8/2025

Summary (Background)

Appointment of Aren Murcar, Christina Ramirez, Lauren Pangborn, and Michelle Sidles to serve a three-year term on the Bicycle Advisory Board from 5/9/2022 to 5/8/2025

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session\Other**	
Division Director		**Council Sponsor**	
Finance		**Distribution List**	
Legal		tdelbridge@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	cquinnhurst@spokanecity.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/27/2022
		Clerk's File #	OPR 2022-0315
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFQ 5615-22
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 20084
Agenda Item Name	4490 SHEET METAL PURCHASE FOR BOILER SKIN REPAIRS AT THE WTE		

Agenda Wording

A purchase of 69 sheets of SA387 Grade 22 Class 2, 3/16"x48"x96" steel from Krueger Sheet Metal (Spokane, WA),to complete a comprehensive replacement of the boiler skin at the WTE. Total cost including tax and shipping is $69,986.57.

Summary (Background)

The Waste to Energy Facility consists of two natural gas-fired boilers which operate 24/7/365. Due to a harsh operating environment, the boiler skin is need of replacement in several areas to maintain furnace integrity. On March 25, 2022 bidding closed on RFQ 5615-22 for the purchase of the needed sheet metal. Three responses were received; ConServ Company (Houston, TX), Krueger Sheet Metal (Spokane, WA) and Finnoe Design, LLC. (Spokane, WA). Krueger Sheet Metal was the low cost bidder.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 69,986.57	# 4490-44100-37148-53210-34002
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 4/25/22
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	mdorgan@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Sheet metal purchase for boiler skin repairs at the WTE Facility
Summary (Background)	The Waste to Energy Facility consists of two natural gas-fired boilers, operating 24 hours per day, 7 days per week. Due to the harsh operating environment of the boilers, the skin is need of replacement in several areas to maintain furnace integrity. A purchase of 69 sheets of SA387 Grade 22 Class 2, 3/16”x48”x96” steel is needed to complete a comprehensive replacement of the boiler skin. On March 25, 2022 bidding closed on RFQ 5615-22 for the purchase of the needed sheet metal. Three responses were received; ConServ Company (Houston, TX), Krueger Sheet Metal (Spokane, WA) and Finnoe Design, LLC. (Spokane, WA). Krueger Sheet Metal is the low-cost bidder for a total cost of $69,986.57 including tax and delivery.
Proposed Council Action & Date:	Committee consent to proceed on 4/25/2022.

Fiscal Impact:
Total Cost: 69,986.57
Approved in current year budget? ■ Yes ☐ No ☐ N/A

Funding Source ☐ One-time ■ Recurring
Specify funding source: 2022 SWD Budget

Expense Occurrence ■ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This purchase following the competitive bidding process, choosing the low bidder.

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

This purchase supports effort to maintain the WTEF at the highest operational efficiency and always with safety in mind. This material supports the sustainability efforts of the WTEF and the City.

Bid Response Summary

Bid Number RFQ 5615-22
Bid Title SA387 Grade 22 Class 2, 3/16” x 48” x 96” Qty 69 Sheets With MTRs; To Include Delivery
Due Date Friday, March 25, 2022 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Krueger Sheet Metal
Submitted By paul@ksmetal.net paul@ksmetal.net - Monday, March 21, 2022 10:08:06 AM [(UTC-08:00) Pacific Time (US & Canada)]
paul@ksmetal.net
Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	0
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 agree and I acknowledge
	#2	WTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. WTEF is initiating this request for quotes to solicit Bids from vendors who have a proven ability to provide SA387 Grade 22 Class 2, 3/16” x 48” x 96” Qty 69 Sheets With MTRs	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane’s bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#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 due date.	I agree and I acknowledge

	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the “Clarification Tab” within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge
INTERPRETATION			
	#1	INTERPRETATION If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES			
	#1	WITHDRAWAL OF QUOTES Bidders may withdraw Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date. The City Council shall make the award of contract.	I agree and I acknowledge
EVALUATION OF QUOTES			
	#1	EVALUATION OF QUOTES Evaluation of Quotes shall be based upon the following criteria, where applicable.	I agree and I acknowledge
	#2	The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.	I agree and I acknowledge
	#3	The quality of the items quoted, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge
	#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
	#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder.	I agree and I acknowledge
	#6	The quality of performance of previous contracts or services.	I agree and I acknowledge
	#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	I agree and I acknowledge
	#8	Uniformity or interchangeability.	I agree and I acknowledge
	#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
	#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
QUOTING ERRORS			
	#1	QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I agree and I acknowledge

REJECTION OF QUOTES			
	#1	REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT			
	#1	AWARD OF CONTRACT Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. The City Council shall make the award of contract. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote results.	I agree and I acknowledge
PAYMENT TERMS			
	#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
	#2	Supplier agrees to accept payment by Credit Card with no additional charges/fees	Yes
BIDDER INFORMATION			
	#1	Company Name	Krueger Sheet Metal Co
	#2	Please provide Name, Telephone Number & e-mail address of person who is preparing bid.	Paul Hagan 509-489-0221 Paul@Kruegersheetmetal.com
	#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this request for quote, at the prices stated	I agree and I acknowledge
	#4	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don’t agree and I don’t acknowledge”, include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	I agree and I acknowledge
ORGANIZATION			
	1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
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.	I agree and I acknowledge
	#2	City of Spokane Business Registration Number	328043922
	#3	If 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.	I agree and I acknowledge
	#4	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
	#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
	#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
	#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
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.	Krueger Sheet Metal
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS			
	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm’s review and approval at the time of a requested contract. The Firm’s right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of seventy five (75) Calendar Days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
PCB CERTIFICATION			

	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyis (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?	Don't Know
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Don't Know
GENERAL INSTRUCTIONS			
	#1	Time is of the essence in the performance of this contract.	I agree and I acknowledge
	#2	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#3	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
	#4	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
	#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless.	I agree and I acknowledge

	#4	Awarded vendor would be responsible for providing the following:	Yes
	#4.1	Quantity of sixty-nine (69) sheets of SA387 Grade 22 Class 2, 3/16” x 48” x 96” with MTRs	I agree and I acknowledge
	#5	If the product differs from the provisions contained herein, these differences must be explained in detail.	
	#6	Should Bidder not provide “technical data” support with bid, quote may be considered non-responsive. Upload Technical Data Sheet here	ASTM-A387-A387M.pdf
	#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of valve. Upload Letter Here	riverfront.jpg
	#8	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	1 year
	#9	Bidder shall state lead time in calendar days for delivery at WTEF, upon receipt of order. Enter number of calendar days here:	4 weeks ARO
	#10	Federal and State laws governing this product and its final certification must be satisfied. Acknowledge.	I agree and I acknowledge
	#11	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
	#12	VENDOR'S COOPERATION. The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.	I agree and I acknowledge
DELIVERY - F.O.B. Delivery Point			
	#1	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
	#2	FREIGHT TRANSPORTATION CHARGES will be prepaid and add; and listed as a separate line item on invoices.	I agree and I acknowledge
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
	#4	Deliveries shall be made between 7:30 a.m. and 2:30 p.m. Monday through Friday with the exception of recognized holidays unless arranged in advance.	I agree and 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 agree and I acknowledge
	#2	Unit Pricing shall not include tax.	I agree and I acknowledge
	#3	Enter Pricing on the "Pricing Tab", Acknowledge	I agree and 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.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Default Item Group								
	#1	SA387 Grade 22 Class 2, 3/16" x 48" x 96" steel, with MTR. Unit pricing is not to include tax.	Base	Unit Price Per Each Sheet	69.00	$927.94	$64,027.86	Each
	#2	Estimated Freight Transportation Charge that would be incurred for delivery to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA 99224-5400. Pricing is not to include tax	Base	Total Freight Cost	1.00	$180.00	$180.00	Each
Total Base Bid	$64,207.86							

ASTM - A387/A387M

Standard Specification for Pressure Vessel Plates, Alloy Steel, Chromium-Molybdenum

This specification covers chromium-molybdenum alloy steel plates intended primarily for welded boilers and pressure vessels designed for elevated temperature service.

❖ **Manufacture :-**

- Steelmaking Practice—The steel shall be killed.

❖ **Heat Treatment :-**

1. Except for Grade 91, all plates shall be thermally treated either by annealing, normalizing- and -tempering, or, when permitted by the purchaser, accelerated cooling from the austenitizing temperature by air blasting or liquid quenching, followed by tempering. Minimum tempering temperatures shall be as follows:

Grade	Temperature, °F [°C]
2, 12, and 11	1150 [620]
22, 22L, 21, 21L, and 9	1250 [675]
5	1300 [705]

2. Grade 91 plates shall be thermally treated, either by normalizing-and-tempering or by accelerated cooling from the austenitizing temperature by air blasting or liquid quenching, followed by tempering. Grade 91 plates shall be austenitized at 1900 to 1975°F [1040 to 1080°C] and shall be tempered at 1350 to 1470°F [730 to 800°C].
3. Grade 5, 9, 21, 21L, 22, 22L, and 91 plates ordered without the heat treatment required by point 1 shall be furnished in either the stressrelieved or the annealed condition.

❖ **Chemical Requirements :-**

- The steel shall conform to the requirements as to chemical composition shown in Table 1 unless otherwise modified in accordance with Supplementary requirement G.

❖ **Metallurgical Structure :-**

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- Austenitic Grain Size—Grade 2 material shall have a coarse austenitic grain size.

Table 1

Grade and UNS Number	Grade 2 S50460	Grade 12 K11757	Grade 11 K11789	Grade 22 K21590	Grade 22L K21590	Grade 21 K31545	Grade 21L K31545	Grade 5 S50200	Grade 9 K90941	Grade 91 K90901
Element	Composition, %									
Carbon:										
Heat analysis	0.05–0.21	0.05–0.17	0.05–0.17	0.05–0.15[A]	0.10 max	0.05–0.15[A]	0.10 max	0.15 max	0.15 max	0.08–0.12
Product analysis	0.04–0.21	0.04–0.17	0.04–0.17	0.04–0.15[A]	0.12 max	0.04–0.15[A]	0.12 max	0.15 max	0.15 max	0.06–0.15
Manganese:										
Heat analysis	0.55–0.80	0.40–0.65	0.40–0.65	0.30–0.60	0.30–0.60	0.30–0.60	0.30–0.60	0.30–0.60	0.30–0.60	0.30–0.60
Product analysis	0.50–0.88	0.35–0.73	0.35–0.73	0.25–0.66	0.25–0.66	0.25–0.66	0.25–0.66	0.25–0.66	0.25–0.66	0.25–0.66
Phosphorus, max:										
Heat analysis	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.02
Product analysis	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025
Sulfur, max:										
Heat analysis	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.01
Product analysis	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.025	0.012
Silicon:										
Heat analysis	0.15–0.40	0.15–0.40	0.50–0.80	0.50 max	0.50 max	0.50 max	0.50 max	0.50 max	1.00 max	0.20–0.50
Product analysis	0.13–0.45	0.13–0.45	0.44–0.86	0.50 max	0.50 max	0.50 max	0.50 max	0.55 max	1.05 max	0.18–0.56
Chromium:										
Heat analysis	0.50–0.80	0.80–1.15	1.00–1.50	2.00–2.50	2.00–2.50	2.75–3.25	2.75–3.25	4.00–6.00	8.00–10.00	8.00–9.50
Product analysis	0.46–0.85	0.74–1.21	0.94–1.56	1.88–2.62	1.88–2.62	2.63–3.37	2.63–3.37	3.90–6.10	7.90–10.10	7.90–9.60
Molybdenum:										

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Heat analysis	0.45–0.60	0.45–0.60	0.45–0.65	0.90–1.10	0.90–1.10	0.90–1.10	0.90–1.10	0.45–0.65	0.90–1.10	0.85–1.05
Product analysis	0.40–0.65	0.40–0.65	0.40–0.70	0.85–1.15	0.85–1.15	0.85–1.15	0.85–1.15	0.40–0.70	0.85–1.15	0.80–1.10
Nickel, max:										
Heat analysis	...	...	...	...	...	...	...	...	...	0.4
Product analysis	...	...	...	...	...	...	...	...	...	0.43
Vanadium:										
Heat analysis	...	...	...	...	...	...	...	...	0.04 max	0.18–0.25
Product analysis	...	...	...	...	...	...	...	...	0.05 max	0.16–0.27
Columbium:										
Heat analysis	...	...	...	...	...	...	...	...	...	0.06–0.10
Product analysis	...	...	...	...	...	...	...	...	...	0.05–0.11
Boron:										
Heat analysis	...	...	...	...	...	...	...	...	...	...
Product analysis	...	...	...	...	...	...	...	...	...	...
Nitrogen:										
Heat analysis	...	...	...	...	...	...	...	...	...	0.030–0.070
Product analysis	...	...	...	...	...	...	...	...	...	0.025–0.080
Aluminum, max:										
Heat analysis	...	...	...	...	...	...	...	...	...	0.02
Product analysis	...	...	...	...	...	...	...	...	...	0.02
Titanium, max:										
Heat analysis	...	...	...	...	...	...	...	...	...	0.01
Product analysis	...	...	...	...	...	...	...	...	...	0.01
Zirconium, max:										
Heat analysis	...	...	...	...	...	...	...	...	...	0.01

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Product analysis	...	...	...	...	...	...	...	...	...	0.01

[A] *The carbon content for plates over 5 in. [125 mm] in thickness is 0.17 max on product analysis.*

❖ **Tension Test Requirements** :-

- The material as represented by the tension test specimens shall conform to the applicable requirements of Table 2 or Table 3, as specified on the order.
- A characteristic of certain types of alloy steels is a local disproportionate increase in the degree of necking down or contraction of the test specimens during the tension test, resulting in a decrease in the percentage of elongation as the gage length is increased. The effect is not so pronounced in thicker plates. For such material, if so stated in the applicable product specification for plates up to 3⁄4 in. [20 mm], inclusive, in thickness, if the percentage of elongation of an 8-in. [200-mm] gage length test specimen falls not more than 3 percentage points below the amount prescribed, the elongation shall be considered satisfactory if the percentage of elongation in 2 in. [50 mm] across the break is not less than 25 %.

Table 2- Tensile Requirements for Class 1 Plates

	Grades 2 and 12	**Grade 11**	**Grades 22, 21, 5, 9, 21L, 22L**
Tensile strength, ksi [MPa]	55 to 80 [380 to 550]	60 to 85 [415 to 585]	60 to 85 [415 to 585]
Yield strength, min, ksi [MPa]	33 [230]	35 [240]	30 [205]
Elongation in 8 in. [200 mm], min, %	18	19	...
Elongation in 2 in. [50 mm], min, %	22	22	18
Reduction of area, min, %	...	...	45[A] 40[B]

A Measured on round test specimens.

B Measured on flat specimen.

Table 3- Tensile Requirements for Class 2 Plates [A]

	Grade 2	**Grade 11**	**Grade 12**	**Grades 22, 21, 5,9**	**Grade 91**
Tensile strength, ksi [MPa]	70 to 90 [485 to 620]	75 to 100 [515 to 690]	65 to 85 [450 to 585]	75 to 100 [515 to 690]	85 to 110 [585 to 760]
Yield strength, min, ksi [MPa]/(0.2 % offset)	45 [310]	45 [310]	40 [275]	45 [310]	60 [415]
Elongation in 8 in. [200 mm], min, %	18	18	19	...	...
Elongation in 2 in. [50 mm], min, %	22	22	22	18	18

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Reduction of area, min, %	...	...	...	45[B] 40[C]	...

[A] *Not applicable to annealed material.*

[B] *Measured on round test specimens.* [C] *Measured on flat specimen.*

❖ **Supplementary Requirements :-** A.
Additional Tension Test.

B. Charpy V-Notch Impact Test.
C. Drop Weight Test (for Material 0.625 in. [16 mm] and over in Thickness).
D. High-Temperature Tension Test.
E. Ultrasonic Examination.
F. Magnetic Particle Examination.
G. Vacuum Carbon-Deoxidized Steel :- Material shall be vacuum carbon-deoxidized, in which case the silicon content at the time of vacuum deoxidizing shall be 0.12 % maximum, and the content of deoxidizers such as aluminum, zirconium, and titanium should be kept low enough to allow deoxidation by carbon.

Keyword

- astm a387 pdf
- astm a387 grade 11
- astm a387 grade 11 pdf
- astm a387 grade 12
- astm a387 steel
- astm a387 grade 5
- astm a387 specification
- astm a387 grade 22
- astm a387 pdf free download

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ONE
WAY
riverfront

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/27/2022
		Clerk's File #	OPR 2022-0316
		Renews #	
Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625.6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	5619-22
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4500 VALUE BLANKET ORDER FOR LOCK BARS FOR SOLID WASTE DUMPSTERS		

Agenda Wording

Five-year value blanket order with Serio-US Industries, Inc, d/b/a Serio-US Lock, (Baltimore, MD) for the purchase of lock bars for solid waste dumpsters -- estimated five-year expenditure $72,000 (including tax).

Summary (Background)

Solid waste customers utilizing front-load style dumpsters can request a gravity release lock bar to help prevent the theft of sensitive documents, control litter issues and discourage illegal dumping. These lock bars have been used for many years with satisfactory results. Lock bars are installed by the City's Weld Shop and a one-time fee is billed to the customer to offset material and labor costs. RFQ #5619-22 was issued; Serio-US Lock was the only responsive bidder. (continued...)

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 72,000 (five-year total)	# 4500-45100-37148-53502-19020
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 04.25.2022
Division Director	MILLER, KATHERINE E	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	caveryt@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rschoonover@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing	PRINCE, THEA	Tax & Licenses	
		tprince@spokanecity.org	
		rhughes@spokanecity.org	
		jay@seriouslock.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

(...continued) Additional funds are requested as part of the total compensation for the five-year term to allow for price increases as provided for in the RFQ.

Fiscal Impact		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**

Distribution List	
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability Committee

Submitting Department	4500 - Solid Waste Collection
Contact Name & Phone	Chris Averyt/509.625.6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Value Blanket Order for Lock Bars for Solid Waste Dumpsters
Summary (Background)	Commercial solid waste customers may request a "lock bar" for front-load style dumpsters to provide some security while their dumpster is left unattended. Lock bars help prevent the theft of sensitive documents, keep dumpster contents from being rummaged through or becoming litter and protects the transient population from taking shelter or sleeping inside. Additionally, customers with lock bars tend to see less illegal dumping in and around their dumpsters. RFQ #5619-22 was issued with one response received from Serious Lock. Solid Waste Collection has purchased lock bars for many years and has been highly satisfied with the lock bars received from this vendor. This value blanket order will allow the department to keep an adequate inventory of lock bars in stock for new requests and occasional replacements. The current bid price is firm for six (6) months with a provision that the vendor can submit a written request for a price adjustment every six (6) months to allow for escalations in the steel market. The total amount requested for the five (5) year term includes additional funding to allow for price increases and account growth. There is a one-time fee billed to commercial customers requesting a lock bar. This fee offsets the lock bar purchase and labor costs to have the lock bar installed at the City Weld Shop.
Proposed Council Action & Date:	Consent Approval on 05/09/2022

Fiscal Impact:

Total Cost: Not to exceed $72,000 (including tax) for the five year term. Purchased as needed.

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

Funding Source ☐ One-time ■ Recurring

Specify funding source: Solid Waste Collection's Operating Budget

Expense Occurrence ☐ One-time ■ Recurring

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

Solid Waste Collection generates revenue through utility rates. There is a one-time fee to the customer for a lock bar which helps offset the costs.

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Expenses are tracked through FMS. This is a value blanket contract with purchases made as needed throughout the year based on customer needs and current inventory. Correspondence from customers and certain groups, such as the Downtown Partnership, provide feedback if there are issues. Solid Waste Collection has used different lock bars in the past and these seem to be the most durable in the field. If there was increase in the need to replace damaged or broken lock bars, it would warrant a re-evaluation of the product and its use.

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

This purchase aligns with SMC 13.02.0200 Universal Service by the City, SMC 1302.0202 Compulsory Service and SMC 13.02.0340 Customers Must Use Only Approved Containers. These ordinances require that occupied properties within the city limits accept and pay for solid waste removal provided universally by the city. The city provides its customers solid waste dumpsters that are compatible with collection trucks. This provides an option to secure contents.

This purchase also helps enforce SMC 13.02.0216 Taking of or Snooping in Garbage or Recyclables Prohibited and 13.02.0218 Theft of Collection Service Prohibited. These ordinances prohibit the unauthorized removal of discarded items from solid waste receptacles and bans the unauthorized use of solid waste receptacles without permission from the owner and/or occupant.

CITY OF SPOKANE	Purchasing	Serious Lock
	CITY OF SPOKANE - Solid Waste Collections 915 N Nelson Street, Spokane WA 99202 PHONE 509 625 6527	
	RFQ 5619-22 Locking Bars for Refuse Container - Value Blanket	

Item	Qty	Unit Price	Extended Price
Lock Bars for Refuse Containers as specified in Technical Specifications (Attachment 1)	700	$70.60	$49,420.00
Shipping (All freight charges shall be the responsibility of the winning supplier.) 915 N. Neslson, Solid Waste Collections, Spokane WA 99202			
	Subtotal		$49,420.00
	Estimated Sales Tax **or** USE Tax Amount to be incurred based on Tax Rate of 9%		$4,447.80
	Extended Total		$53,867.80

Serious Lock S-Series Lock Bar

Bid Response Summary

Bid Number RFQ 5619-22
Bid Title Locking Bars for Refuse Container - Value Blanket
Due Date Thursday, March 31, 2022 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company jay@seriouslock.com
Submitted By jay@seriouslock.com jay@seriouslock.com - Friday, March 25, 2022 8:58:22 AM [(UTC-08:00) Pacific Time (US & Canada)]
jay@seriouslock.com
Comments

Question Responses

Group	Reference Number	Question	Response
SUBMISSION OF BIDS			
	1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	2	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
	2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
	3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge

	4	The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.	I agree and I acknowledge
CONTACT INFORMATION			
	1	Indicate the appropriate point of contact (including phone number and email) regarding this bid. If awarded, if actions will not be managed by the same person, please explicitly specify all relevant contacts.	Jay Leshefsky 214-681-0499 jay@seriouslock.com
DEFAULT ITEM GROUP			
	1	Bidder has read RFQ 5619-22 Locking Bars for Refuse Container - Value Blanket, that is attached in the Documents Tab, and understands the specifications, and confirms it will comply with all instructions, terms, and conditions of this Invitation To Bid, at the prices stated. and requirements as stated.	I agree and I acknowledge
	2	The City does not have a drawing for this RFQ. Use the specifications provided for the lock bars. The City does have a picture of a standard front load slope top dumpster. The picture is provided as “Attachment A -Dumpster Picture.	I agree and I acknowledge
	2.1	The City does not have a drawing for this RFQ. Use the specifications provided for the lock bars. The City does have a picture of a standard front load slope top dumpster. The picture is provided as “Attachment A -Dumpster Picture.	I agree and I acknowledge
	3	Bidder must complete and upload Pages 1-3, PART I. PRICING AND BIDDER INFORMATION. , SECTION I. PRICING. Upload Here.	City of Spokane Lock Bar Bid 2022.pdf
	4	Bidder must complete and upload Page 6, Polychlorinated Biphenyls (PCBs). Upload Here.	City of Spokane Lock Bar Bid 2022.pdf
	5	Please complete and upload Page 8, PART III. TECHNICAL SPECIFCATIONS TABLE. Upload Here.	City of Spokane Lock Bar Bid 2022.pdf
	6	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don’t agree and I don’t acknowledge”, include requested exception in proposal submittal on separate page and title as “Exception to Terms and Conditions”. The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	7	Resulting Contract would be for a Value Blanket for a five-year period, to allow Solid Waste Collections to procure Locking Bars for Refuse Container as needed. The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a five (5) year estimate.	I agree and I acknowledge
	8	Order History From May 1, 2017 Through April 30, 2022. Year 2017: 5/11/2017 Qty 100 and 9/21/2017 Qty 100 / Year 2018: 6/14/2018 Qty 100 and 4/8/2018 Qty 100 / Year 2020: 1/28/2020 Qty 100 / Year 2021: 9/1/2021 Qty 125.	I agree and I acknowledge

	9	If you took exception to #1 through #8 above, explain in detail.
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
	1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here

DAVID A. CONDON
MAYOR

CITY OF SPOKANE - PURCHASING
915 N. Nelson Street
Spokane, Washington 99202
(509) 625-6527

REQUEST FOR QUOTES

City of Spokane, Washington

RFQ NUMBER: 5619-22

DESCRIPTION: LOCK BARS FOR REFUSE CONTAINERS

DUE DATE: THURSDAY, MARCH 31, 2022
No later than 9:00 a.m.

QUOTE SUBMITTED BY:

COMPANY: SERIO-US LOCK

MAILING ADDRESS: 58 Alco Place
HALETHORPE, MD 21227

PHYSICAL ADDRESS: SAME AS ABOVE

PHONE NUMBER 410-247-7101

FAX NUMBER

E-MAIL ADDRESS: JAY@SERIOUSLOCK.COM

SIGNATURE:
Signature here will confirm compliance with all instructions, terms, and conditions of this Request for Quote.

Rick Rinderle

Rick Rinderle, C.P.M.
Purchasing

PART I. PRICING AND BIDDER INFORMATION

SECTION I. PRICING

TO: CITY OF SPOKANE - PURCHASING
QUOTE NAME: LOCK BARS FOR REFUSE CONTAINERS
QUOTE NO: RFQ 5619-22

The purpose of this Request for Quote is to invite quotes to supply the City of Spokane with Lock Bars for Refuse Containers for the City of Spokane Solid Waste Collection Department.

LINE	5 YEAR ESTIMATED QUANTITY (more or less)	DESCRIPTION	UNIT PRICE	TOTAL
#1	700 EA	Lock Bars for Refuse Containers as specified in Technical Specifications (Attachment 1)	$70.60	$49,420.00
		QUOTE SUBTOTAL		
		WASHINGTON STATE SALES TAX (9.0%)		$4447.80
		TOTAL QUOTE		$53,867.80
SHIPPING IS THE RESPONSIBILITY OF THE WINNING VENDOR				

Delivery: We (I) will ship complete the above items within 3-5 days from receipt of order.

Payment Terms: Net 30 days via direct deposit/ach or credit card.

Payment: Supplier will accept credit card X YES _____NO. If so, state any additional charge or discount for credit card payments. No extra charge_____.

F.O.B. Delivery Point: 915 N. Nelson St., Spokane, WA 99202-3769

SIGNATURE ON COVER PAGE ACKNOWLEDGES AGREEMENT TO FURNISH THE ABOVE ITEMS AT THE PRICES STATED, SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THIS QUOTE.

SECTION II. BIDDER INFORMATION

Company Name: Serio-Us Lock
(Type or Print)

By: Jay Leshefsky **Title: Key Accounts Manager**
(Type or Print)

Please indicate person to be contacted by the City concerning items(s) quoted:

Name: Jay Leshefsky Phone: 214-681-0499

BUSINESS REGISTRATION REQUIREMENT
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: 604126034-001-0001

ORGANIZATION
Proposal of an ( ) individual ( ) partnership (X) corporation organized and existing under the Laws of the State of Maryland.

ADDITIONAL ITEMS
The City of Spokane reserves the right to purchase additional items at the quoted price. Vendor agrees to sell at the same price, terms and conditions.

YES X_____ NO _____ If yes, prices are good until further notice

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER
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.

NAME	ADDRESS	ZIP
Serio-Us Lock	58 Alco Place, Halethorpe, MD 21227	

MINORITY BUSINESS ENTERPRISE
Vendor (is__, is not __) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS
Vendor (is __, is not __) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PART II. SPECIFIC TERMS AND CONDITIONS

1. DEFINITIONS

a. Bidder - one who submits a Quote.

b. Vendor - Bidder to whom contract or purchase order is awarded.

c. Purchaser - City of Spokane and other government agencies (Pursuant to RCW 39.34).

d. Destination-Delivery - Delivery to the receiving dock or ground floor of building only; NOT to include uncrating and installation.

e. Until Further Notice - Any time in excess of sixty (60) days from date of opening.

f. Cost - Total cost of ownership based on the best available information.

2. NON-COLLUSION

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 Request for Quote.

3. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the quoted price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Quote shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

4. CONTRACT PERIOD

The contract term shall be for a period of five (5) years and is expected to begin on or about May 1, 2022. Orders will be placed as needed using a blanket order with no guarantee of quantities.

5. PRICE ESCALATIONS

The Vendor's pricing shall be firm for six (6) months. Pricing adjustments will be considered every six (6) months thereafter. The Vendor must request pricing adjustments in writing with a minimum of thirty (30) days notice. Pricing adjustments must be agreed upon by both parties. Backup documentation, such as the Producer Price Index (PPI), Consumer Price Index (CPI) or other government data, can be used to help substantiate the Vendor's request. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.

6. QUANTITIES

Quantities are an annual usage estimate. Orders will be placed as needed with no guarantee of quantity. Payment will be made only for orders placed, received, and accepted.

The City will attempt to order in quantities of 100 each per order, but is unable to guarantee the quantities that will actually be placed for each order.

7. ACCEPTANCE PERIOD

Quotes must provide a minimum of sixty (60) days for acceptance by the City from the due date for receipt of Quotes.

8. DELIVERY DEFAULT

A. 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 Vendor.

B. 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 Vendor will be required to pay any differences in cost.

PART III. INSTRUCTIONS AND SPECIFICATIONS

SECTION I. GENERAL INSTRUCTIONS

1. The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.

2. Time is of the essence in the performance of this contract.

3. All freight expenses shall be the responsibility of the winning Vendor throughout the entirety of this contract.

4. Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.

5. 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.

6. The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.

7. Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.

8. Signature on this Quote by the Bidder will confirm receipt and understanding of all instructions, terms, and conditions.

Polychlorinated Biphenyls (PCBs)

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 (PCBs). 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	No	Don't Know
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)?		NA	
If so were PCBs found at a measurable level?			
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)?			
If so attach the results or note from whom the results can be obtained.			
Do you have reason to believe the product contains measurable levels of PCBs?			
Do you have reason to believe the product packaging contains measurable levels of PCBs?			

SECTION II. SPECIAL INSTRUCTIONS

1. Any specification questions concerning this Quote should be directed to Rick Hughes, Commercial Supervisor, Solid Waste Collection Department, at (509) 625-7871. Any administrative questions concerning this Quote should be directed to Rick Rinderle, Purchasing, at (509) 625-6527.

2. More than one Make/Model may be quoted if a separate technical is completed for each Make/Model.

3. If the product differs from the provisions contained herein, these differences must be explained in detail.

4. Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.

5. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.

6. The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.

7. Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications along with statement as to where and how such warranty work will be performed.

8. The items bid, with possible different options, may be purchased by the City of Spokane or other governmental entity pursuant to RCW 39.34

9. The unit, as specified, and all equipment, standard and optional, shall be completely assembled, adjusted, , and ready to be installed when delivered.

10. Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible.

11. Federal and State laws governing this product and its final certification must be satisfied.

12. It shall be the Vendor's responsibility to conform to all Federal Standards for certification.

13. The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Quote.

SECTION III. TECHNICAL SPECIFICATIONS

The City does not have a drawing for this RFQ. Use the specifications provided for the lock bars. The City does have a picture of a standard front load slope top dumpster. The picture is provided as "Attachment A -Dumpster Picture"

It is the intent of these specifications to describe Lock Bars for Refuse Containers. Exceptions to minimum specifications will be evaluated and City will make final determination if product quoted is equivalent and will be approved. City reserves the right to request additional information/samples/site visit for evaluation. Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. **"To Be Supplied" Column**
Bidder will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

B. **"Exceptions" Column**
Explain all exceptions to specification as stated. **NOTE:** All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number).

MINIMUM SPECIFICATIONS TABLE

MINIMUM SPECIFICATIONS CALLED FOR	TO BE SUPPLIED	EXCEPTIONS
1. The lock bar shall be specifically designed for front loading dumpsters.		
2. The lock bar shall be specifically designed for slope top dumpsters.		
3. The lock bar shall open automatically upon normal dump cycle.		
4. The lock bar shall close automatically after normal dump cycle.		
5. The lock bar shall accommodate any standard padlock (key, combination, etc.).		
6. The padlock shall not need to be removed during normal dump cycle.		
7. The lock bar shall have a manual release lever that is easily pulled back so customer can open and fill dumpster without difficulty.		
8. The lock bar shall have the installation option to weld or bolt onto the front of the dumpster.		
9. There shall be a 1" clearance between the installed lock bar and the top of the lids.		
10. All components of the lock bar shall be made of commercial grade structural steel.		
11. The pipe used to extend across the lids shall be made of Schedule 40, ¾ ID steel.		
12. The pipe that extends across the top of the lids shall be 56" long.		
13. The lock box that attaches to the front of the dumpster shall be 9.75" wide, 6.75" deep and 4" tall.		
14. The pivot bar shall extend 6" from the top of the lock box with a 110 degree bend and then extend 7" more inches.		
15. The pivot bar shall be attached to the lock bar 4" back from the front of the lock box.		
16. Steel shall be 3/16" for L shaped bracket.		
17. All metal for bracket attached to dumpster shall be 3/16".		

PART IV. QUOTE SUBMISSION AND EVALUATION

SECTION I. QUOTE SUBMISSION

1. SUBMISSION OF QUOTES.

Quote 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

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. local Pacific Standard Time (PST), on the due date.

2. INTERPRETATION

If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Bid contact or Purchasing **in writing**. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.

3. WITHDRAWAL OF BIDS

Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

SECTION II. QUOTE EVALUATION

1. EVALUATION OF BIDS

Evaluation of Bids shall be based upon the following criteria, where applicable:

- The price of items bid. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.
- The quality of the items bid, their conformity to specifications and the purpose for which they are required.
- The Bidder's ability to provide prompt and efficient service and/or delivery.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts or services.
- The quality of items or similar items requested in this bid previously purchased from Bidder.
- The previous and existing compliance by the Bidder with the laws relating to the contract or services.
- Uniformity or interchangeability.
- The energy efficiency of the product throughout its life.
- Any other information having a bearing on the decision to award the contract.

2. QUOTING ERRORS

Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Quotes, 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 Quote.

3. **REJECTION OF QUOTES**
The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.

4. **AWARD OF CONTRACT**
Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS AND OTHER INTERLOCAL AGREEMENTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.

PART V. RFQ ATTACHMENTS

Attached to this IRFP and incorporated herein by reference are the following background documents:

- **Attachment #1 – Attachment A -Dumpster Picture**

PART VI. STANDARD TERMS AND CONDITIONS

1. **PATENTS, TRADEMARKS AND COPYRIGHTS**
The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. **TITLE**
The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. **COMPLIANCE WITH LAWS**
The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. **CONTRACT DISPUTES**
Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. **OVERCHARGES**
The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. **WARRANTIES**
The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. **UNIFORM COMMERCIAL CODE**
The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. **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 Vendor 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 Vendor.

9. ANTI-KICKBACK

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

10. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

11. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the sales tax applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning sales tax, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

12. BRAND NAME "OR EQUAL"

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any Quote containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

13. QUANTITIES

Quantities, when used, are estimates only and are given for the purpose of comparing Quotes on a uniform basis. Quantities shall be quoted on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

14. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

15. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

16. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

17. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

18. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate

upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

19. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

20. SEVERABILITY

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

21. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

22. FREIGHT TERMS

- All freight charges must be included in unit price.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

23. PAYMENT

Unless agreeing to payment by credit card with no additional fees, Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

24. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/27/2022
		Clerk's File #	OPR 2022-0317
		Renews #	
Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625.6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	5628-22
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 20085
Agenda Item Name	4500 PURCHASE OF JOHNNY JAWS™ SYSTEMS FOR SOLID WASTE TRUCKS		

Agenda Wording

Purchase of three (3) Johnny Jaws™ Systems from SWS Equipment, LLC (Spokane Valley, WA) -- one-time expenditure $59,850 (plus tax).

Summary (Background)

Solid Waste Collection provides rear and front-load style dumpsters to commercial customers. When commercial recycling was implemented in 1992, all commercial recycling was setup for rear-load service. The Johnny Jaws™ System is an aftermarket attachment which allows front-load trucks to service rear-load dumpsters. This equipment potentially streamlines fleet, uses existing capital to its full potential, decreases two-person routes to one-person, improves efficiencies and (continued...)

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 59,850.00 (plus tax)	# 4500-45100-94000-56401
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	AVERYT, CHRIS	Study Session\Other	PIES 04.25.2022
Division Director	MILLER, KATHERINE E	Council Sponsor	CM Kinnear
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	caveryt@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	rschoonover@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing	PRINCE, THEA	Tax & Licenses	
		tprince@spokanecity.org	
		rrinderle@spokanecity.org	
		rhughes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

reduces injuries. This is a pilot program to explore different options while the department looks ahead at future fleet and equipment needs. RFQ #5628-22 was issued; SWS Equipment, LLC. was the only responsive bidder.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List	
atrussell@spokanecity.org	
paulc@swsequipment.com	

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability Committee

Submitting Department	4500 - Solid Waste Collection
Contact Name & Phone	Chris Averyt/509.625.6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Purchase of three Johnny Jaws™ Systems for Solid Waste Trucks
Summary (Background)	The Solid Waste Collection Department owns, maintains and operates a collection of front-load and rear-load dumpsters and compatible trucks. Commercial recycling has utilized rear-load style dumpsters since the implementation of that service in 1992. As a pilot, the department would like to purchase three (3) Johnny Jaws Systems in an effort to improve operation efficiencies. This aftermarket attachment enables front-load trucks to service both front and rear-load dumpsters which streamlines fleet and uses up existing equipment. It reduces the need for two person routes, multiple routes driving the same course, and saves time by keeping the driver in the truck cab in most situations. This system reduces potential injuries by eliminating the need to maneuver heavy dumpsters to line up with the back of a truck. RFQ #5628-22 was issued for the purchase, certified installation and operator training of three (3) Johnny Jaws systems. One responsive bid was received from SWS Equipment Inc.
Proposed Council Action & Date:	Consent Approval on 05/09/2022

Fiscal Impact:

Total Cost: $59,850.00 (plus tax)

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

Funding Source ■ One-time ☐ Recurring

Specify funding source: Solid Waste Collection's Operating Budget

Expense Occurrence ■ One-time ☐ Recurring

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

Solid Waste Collection generates revenue through utility rates.

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The Johnny Jaws System will be installed on three (3) trucks with designated routes. These routes will be observed for improved efficiencies such as the number of stops collected per day, time per stop and total time on route. This data can be compared on a shorter term basis. Data such as the potential reduction of On-Job-Injuries will need to be compared over a longer term and looked at on a case-by-case basis.

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

This purchase aligns with the City's Capital Improvement Program as the department looks ahead at future fleet needs. If this pilot is successful, it may eliminate or reduce the need to purchase rear-load trucks in the future.

This also meets the goals of the Comprehensive Plan CFU 1.1 Level of Service and CFU 1.2 Operational Efficiency by working to offer the best service while maintaining fiscal responsibility.

CITY OF SPOKANE - WTEF
915 N Nelson Street
SPOKANE, WA 99202
PHONE 509 625 6527

RFQ 5628-22 Johnny Jaws TM Purchase. To include certified installation service provider to complete installation and service work, and operator training which must be completed within a 20 mile radius of the Nelson Center, 915 N, Nelson Street, Spokane WA 99202.

Solid Waste Systems (SWS) Equipment Inc

VENDOR

Item	Qty	Unit Price	Extended Price
Bidder will confirm compliance with all instructions, terms, and conditions of this request for quote, at the prices stated providing an all-inclusive, single-firm-fixed-price that is comprised of all cost to be incurred to include buy not limited to: Qty 3 Each Johnny Jaws, Freight Cost, Installation Service Work, and Operator Training. Pricing should not include tax.	3	$19,950	$59,850
		Subtotal	$59,850.00
		Tax 9%	$5,386.50
		Extended Total	$65,236.50

Bid Response Summary

Bid Number	RFQ 5628-22
Bid Title	Johnny Jaws TM Purchase. To include certified installation service provider to complete installation and service work, and operator training which must be completed within a 20 mile radius of the Nelson Center, 915 N, Nelson Street, Spokane WA 99202.
Due Date	Monday, April 11, 2022 8:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status	Open for Bidding
Company	SWS Equipment Inc
Submitted By	Sales Team - Thursday, April 7, 2022 9:12:11 AM [(UTC-08:00) Pacific Time (US & Canada)] sales@swsequipment.com
Comments	

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA. Indicated how many Addenda bidder acknowledges receipt of.	1
	#2	From Documents Tab download Addendum 1, sign and upload here.	Addendum.pdf
BACKGROUND			
	#1	The City of Spokane, Fleet Services (hereinafter “City”) is initiating this Request for Quotes to solicit bids from vendors who have a proven ability to provide spec’d Johnny Jaws TM with Can Cushion Technology TM, to include certified installation service provider to complete installation, service work, and operator training must be completed within a 20 mile radius of the Nelson Center, 915 N, Nelson Street, Spokane WA 99202.	I agree and I acknowledge
	#2	For any resulting award, City Council shall make the award of contract. The goal it place order in advance of June 1, 2022.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane’s bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#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 8:00 a.m. Pacific Local Time, on the bid due date.	I agree and I acknowledge

	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the “Clarification Tab” within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge
	#4	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
INTERPRETATION			
	#1	INTERPRETATION If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES			
	#1	WITHDRAWAL OF QUOTES Bidders may withdraw Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a sixty (60) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES			
	#1	EVALUATION OF QUOTES Evaluation of Quotes shall be based upon the following criteria, where applicable.	I agree and I acknowledge
	#2	The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.	I agree and I acknowledge
	#3	The quality of the items quoted, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge
	#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
	#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder.	I agree and I acknowledge
	#6	The quality of performance of previous contracts or services.	I agree and I acknowledge
	#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	I agree and I acknowledge
	#8	Uniformity or interchangeability.	I agree and I acknowledge
	#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
	#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
QUOTING ERRORS			

	#1	QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.	I agree and I acknowledge
REJECTION OF QUOTES			
	#1	REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT			
	#1	Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.	I agree and I acknowledge
PAYMENT TERMS			
	#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
	#2	Payment would be made Net 30, after fulfillment of requirements and acceptance by City.	I agree and I acknowledge
	#3	Supplier agrees to accept payment by Credit Card with no additional charges/fees	No
BIDDER INFORMATION			
	#1	Company Name	SWS Equipment LLC
	#2	Please provide Name, Telephone Number & e-mail address of person who is preparing bid.	Paul Cochran 509-533-9000 paulc@swsequipment.com

	#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this request for quote, at the prices stated	I agree and I acknowledge
	#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
ORGANIZATION			
	1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Partnership
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.	I agree and I acknowledge
	#2	City of Spokane Business Registration Number	T12004607BUS
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
	#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge

	#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as “PROPRIETARY INFORMATION.” If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
	#4	The City will neither look for nor honor any claims of “proprietary information” that are not within the separate part of your response.	I agree and I acknowledge
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS			
	#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION			
	#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
ACCEPTANCE PERIOD			
	#1	Bidders must provide a minimum of sixty (60) Calendar Days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
PCB CERTIFICATION			

	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
	#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
	#3	If so were PCBs found at a measurable level?	Don't Know
	#4	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 measurable levels of PCBs?	No
	#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS			
	#1	Time is of the essence in the performance of this contract.	I agree and I acknowledge
	#2	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#3	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.	I agree and I acknowledge
TECHNICAL SPECIFICATIONS			
	#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
	#2.1	No Substitutes Will Be Accepted.	I agree and I acknowledge
	#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless.	I agree and I acknowledge

	#4	Bidder would be responsible for providing the following:	Yes
	#4.1	Qty 3 Each Johnny Jaws TM with Can Cushion Technology TM.	I agree and I acknowledge
	#4.1.1	The features of each Johnny Jaws TM with Can Cushion Technology includes:	Yes
	#4.1.1.1	Engineering	I agree and I acknowledge
	#4.1.1.2	Two (2) patented F-brackets	I agree and I acknowledge
	#4.1.1.3	Two (2) industrial-strength custom air cylinders	I agree and I acknowledge
	#4.1.1.4	Two (2) cylinder guards	I agree and I acknowledge
	#4.1.1.5	Two (2) heavy-duty air cushions	I agree and I acknowledge
	#4.1.1.6	Two (2) trunnion bar latches	I agree and I acknowledge
	#4.1.1.7	Two (2) toggle switches on the power system (I.e. air cylinders & cushions from inside the cab)	I agree and I acknowledge
	#4.1.1.8	Two (2) can cushion guards	I agree and I acknowledge
	#4.1.1.9	One (1) lot: spacers and/or mounting blocks (as required)	I agree and I acknowledge
	#4.1.1.10	One (1) lot: air tubing, regulator, and fittings	I agree and I acknowledge
	#4.1.1.1.11	One (1) lot: all required high-strength fasteners and hardware	I agree and I acknowledge
	#4.1.1.1.12	Standard paint package	I agree and I acknowledge
	#4.2	Provide certified installation service provider to complete installation, service work, and operator training within a 20 mile radius of the Nelson Center 915 N Nelson Street, Spokane, WA 99202.	I agree and I acknowledge
	#4.2.1	Installing on City owned front loader trucks: 7749, 7737 and 7752.	I agree and I acknowledge
	#4.2.2	Bidder has reviewed “Photo of Truck Interiors and Control Panel” from Documents Tab.	I agree and I acknowledge
	#4.2.3.1	Truck 7749	Yes
	#4.2.3.1.1	Fork inside width 74-7/16”	I agree and I acknowledge
	#4.2.3.1.2	Outside width 77-1/2”	I agree and I acknowledge
	#4.2.3.1.3	Fork material thickness 1-1/2”	I agree and I acknowledge
	#4.2.4.1	Truck 7737	Yes
	#4.2.4.1.1	Fork inside width 74-1/4"	I agree and I acknowledge
	#4.2.4.1.2	Outside width 77-7/16”	I agree and I acknowledge
	#4.2.4.1.3	Fork material thickness 1-1/2”	I agree and I acknowledge
	#4.2.5	Truck 7752	Yes
	#4.2.5.1	Fork inside width 74 1/8”	I agree and I acknowledge
	#4.2.5.2	Outside width 77-1/2”	I agree and I acknowledge
	#4.2.5.3	Fork material thickness 1-1/2”	I agree and I acknowledge
	#4.3	Operator training.	I agree and I acknowledge

	#5	Bidder must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and the certified installation service provider to complete installation, service work, and operator training must be completed within a 20 mile radius of the Nelson Center, 915 N, Nelson Street, Spokane WA 99202. Upload Here.	Cover Letter.pdf
	#6	Bidder would provide an all-inclusive, single-firm-fixed-price that is comprised of: Qty 3 Each Johnny Jaws, Freight Cost, Installation Service Work, and Operator Training.	I agree and I acknowledge
	#7	If the product differs from the provisions contained herein, these differences must be explained in detail.	None
	#8	Any delivered item that does not meet specifications will not be accepted. If the bidder’s product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City’s option, a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the supplier.	I agree and I acknowledge
	#9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
	#10	Provide “technical data” support, or you may be considered non-responsive. Upload Technical Data Sheet here	STATEMENT OF PRODUCT PERFORMANCE (11.01.20).pdf
	#11	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	Johnny Jaws North America, LLC [JJNA] provides the following limited warranty to all purchasers of the Johnny Jaws™ with Can Cushion Technology™ for a period of six (6) months from the date of installation. Over this period, JJNA will repair or replace, at its discretion, any Johnny Jaws™ system, or part thereof, that fails due to a material or manufacturing defect.
	#12	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge

	#13	It shall be the Supplier’s responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
	#14	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
	#15	If you took exception to #1 through #14 above, explain in detail.	N/A - MSDS Not Required
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 agree and I acknowledge
	#2	Unit Pricing shall not include tax.	I agree and I acknowledge
	#3	Enter Pricing on the “Pricing Tab”	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	AAAQ6133-A QUOTE (qty3).pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Default Item Group								
	#1	Bidder will confirm compliance with all instructions, terms, and conditions of this request for quote, at the prices stated providing an all-inclusive, single-firm-fixed-price that is comprised of all cost to be incurred to include buy not limited to: Qty 3 Each Johnny Jaws, Freight Cost, Installation Service Work, and Operator Training. Pricing should not include tax.	Base	all-inclusive firm fixed price	3.00	$19,950.00	$59,850.00	Per Unit
Total Base Bid	$59,850.00							

ADDENDUM NO. 1
4/7/2022

RFQ 5628-22
Johnny Jaws TM Purchase. To include certified installation service provider to complete installation and service work, and operator training which must be completed within a 20 mile radius of the Nelson Center, 915 N, Nelson Street, Spokane WA 99202.

This Addendum is to:

Change Quantity stated on Pricing Page. Quantity is changed from Quantity 1, to Quantity 3.

Note Quantity 3, was stated in bid, TECHNICAL SPECIFICATIONS, #4.1:

#4	Bidder would be responsible for providing the following:
#4.1	Qty 3 Each Johnny Jaws TM with Can Cushion Technology TM.

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.

SWS Equipment LLC — Pamela Hughes

Company **Signature**

SWS EQUIPMENT
STREET WASTE SEWER
SALES • RENTALS • PARTS • SERVICE

Date: April 6th 2022

To: The City of Spokane

Subject: Johnny Jaws Rear load container adapter for front load collection. RFQ: 5328-22

SWS will have a Johnny Jaws representative, John Townsend the founder of Johnny Jaws on site at our Spokane service/ install center during the installation of the Johnny Jaws equipment on the City of Spokane existing Wittke front load collection vehicles. SWS along with John Townsend will supply the installation, training and testing as needed at our Spokane shop located near Broadway and I-90.

SWS covers the states of Washington, Oregon, Idaho and Montana. SWS is working with Johnny Jaws and the City of Spokane to solve the rear load container dumping application with a safer, one operator solution. SWS recently took 2 representatives from the City of Spokane to City in southern Idaho to view and operate the Johnny Jaws product on a Wittke front loader prior to the City proceeding to procure this product.

SWS fabrication, hydraulic, electrical and paint shop will perform the installation of the Johnny Jaws.

Thank you,

Paul

Paul Cochran
President

PO Box 13040 • Spokane, WA 99213-3040
(509) 533-9000 • Fax (509) 533-1050 • 1 (800) 892-7831
www.SWSequipment.com
WA Contractor's License: SOLIDWS038JZ • ID Contractor's License: RCE-17173

STATEMENT OF PRODUCT PERFORMANCE

JOHNNY JAWS NORTH AMERICA, LLC
461 Cochran Road #131
Pittsburgh, PA 15228
Phone: 412-853-8009

US PATENT 8,388,036 B2

WWW.JOHNNYJAWS.COM

The Johnny Jaws™ system is a patented, aftermarket attachment that has been designed and engineered for installation on the vast majority of Front-load refuse truck designs and enables servicing of both Front and Rear-load commercial refuse containers.

The system is installed near the fork tube bumper areas of the truck's front-forks and enables the truck driver/operator to remain in the cab, in most cases, while servicing each:

- All ANSI Z245.60 Standard one (1) to three (3) cubic yard rear-load containers
- Most four (4) cubic-yard Rear-load containers
- All standard Front-load containers

The Johnny Jaws™ system can normally be installed at the customer's site in less than one (1) day and the driver /operator and mechanics trained and certified in its operation and service within one (1) to two (2) days as required.

SPECIAL NOTE

The Johnny Jaws™ system will function as specified above, provided the driver/operator utilizes it as certified by the Johnny Jaws installer/trainer.

The Johnny Jaws™ system has been engineered to match the maximum lifting capacity of the host truck fork systems.

However, to avoid container damage, we DO NOT recommend lifting any containers that exceed the maximum loaded container weights established by your respective container manufacturers. In addition, we DO NOT recommend servicing any plastic containers with the Johnny Jaws system.

SWS Equipment, LLC.

6515 E Nixon Ave, Spokane Valley, WA 99212
All Correspondence remit to: P.O. Box 13040, Spokane, WA 99213

509-533-9000 1-800-892-7831 F 509-533-1050
www.swsequipment.com

QUOTE

Quote #:	AAAQ6133-A
Date:	04/01/22
Sales Rep:	Paul Cochran
FOB:	Spokane WA
Ship Via:	ORIGIN
Est. Ship Date:	as scheduled
Terms:	NET 30

Quote To:

City of Spokane
Jim Tieken & Adam Russell
915 N. Nelson
Spokane WA 99202
509-625-7888

Ship To:

SWS Equipment, LLC
6515 E Nixon
Spokane Valley WA 99212
509-625-7888

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
	Installation on (3) City of Spokane Front Load Refuse Trucks		
3.0	Johnny Jaws TM with Can Cushion Technology TM FEATURES INCLUDE: o Engineering o Two (2) patented F-brackets o Two (2) industrial-strength custom air cylinders. o Two (2) cylinder guards. o Two (2) heavy-duty air cushions. o Two (2) trunnion bar latches. o Two (2) toggle switches to the power system (i.e. air cylinders & cushions from inside the cab) o Two (2) can cushion guards o One (1) lot: spacers and/or mounting blocks (as required) o One (1) lot: air tubing, regulator, and fittings o One (1) lot: all required high-strength fasteners and hardware o Standard paint package This product MUST be used exclusively on industry-standard, ANSI compliant, rear-load containers that are no larger than 4 cubic yards in volume by ANSI compliant front-load trucks	$18,500.00	$55,500.00
3.0	Installation by SWS	$800.00	$2,400.00
3.0	Travel & Training by Certfied Factory Intaller	$650.00	$1,950.00
3.0	Shipping to Spokane, WA		
3.0	Project Management by Paul Cochran		
	Running SubTotal		$59,850.00

NOT INCLUDED IN TOTAL -
Sales Tax: $1,775.55 Each $5,326.65 Total
Spokane Valley Code 3213 @ 8.9%
Based on Rates as of 04-07-2022
Subject to current rates at time of invoice

Order Total **$59,850.00**

NOTE: Johnny Jaws Price Increase Effective June 1st 2022

QUOTE VALID FOR 10 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY
APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE
ANY IMPLIED WARRANTY AS PER MANUFACTURER'S STANDARD WRITTEN WARRANTY
PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regards to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature:_____ Printed Name:_____ Date:_____

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/25/2022
		Clerk's File #	OPR 2022-0318
		Renews #	
Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	CLINT HARRIS EXT, 7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	5614-22
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	1100-STREET DEPARTMENT TRAFFIC SIGN BLANK CONTRACT 1 OF 2		

Agenda Wording

The Street Dept. is seeking approval of a 5-year Value Blanket Order as a primary resource for purchasing traffic Sign Blanks, from Intermountain Sign and Safety, Spokane, WA, at an amount not to exceed $100,000.00 annually.

Summary (Background)

This vendor was selected via bid #5614-22 along with Stripe Rite as an alternative vendor. The $100k price allocation is being shared between the two vendors.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 100,000.00	# 1100-21400-42640-53210-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HARRIS, CLINT E.	Study Session\Other	PIES 4/25/22
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	ceharris@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jklapp@spokanecity.org	
Additional Approvals		meveland@spokanecity.org	
Purchasing	PRINCE, THEA	rlynch@spokanecity.org	
		rrinderle@spokanecity.org	
		jwthomas@spokanecity.org	
		tbrazington@spokanecity.org	

CITY OF SPOKANE

Street Department

ITB 5614-22 (re-bid) Aluminum Sign Blanks – As Needed

Est Qty	Unit	Size H"	Size V"	Gauge	Shape	Corner Radius	Hole Center	Hole Centers From Edge	Sq. Ft.	Weight	Safeway Sign Company Unit Price Each	Safeway Sign Company Total Price	Stripe Rite Unit Price Each	Stripe Rite Total Price	Intermountain Unit Price Each	Intermountain Total Price
ITEMS IN .080 GAUGE																
1	EA	5	10	0.08	RECT	1/2"	8-1/2"	3/4"	0.35	0.390	$5.95	$5.95	$6.80	$6.80	$4.00	$4.00
1	EA	6	10	0.08	RECT	3/4"	8-1/2"	3/4"	0.42	0.468	$6.70	$6.70	$7.25	$7.25	$4.00	$4.00
1	EA	8	10	0.08	RECT	1-1/2"	8"	1"	0.56	0.624	$8.15	$8.15	$8.19	$8.19	$5.00	$5.00
1	EA	8	18	0.08	RECT	1"	9"	4" from Bottom	1.00	1.123	$12.80	$12.80	$11.10	$11.10	$6.00	$6.00
1	EA	8	24	0.08	RECT	1-1/2"	18"	1"	1.33	1.498	$16.25	$16.25	$13.77	$13.77	$9.00	$9.00
1	EA	12	6	0.08	RECT	1-1/2"	4"	1"	0.50	0.562	$7.60	$7.60	$4.19	$4.19	$5.00	$5.00
24	EA	12	12	0.08	SQ	1-1/2"	9"	1-1/2"	1.00	1.123	$12.80	$307.20	$6.12	$146.88	$5.00	$120.00
300	EA	12	18	0.08	RECT	1-1/2"	15"	1-1/2"	1.50	1.685	$18.00	$5,400.00	$7.98	$2,394.00	$6.85	$2,055.00
36	EA	12	24	0.08	RECT	1-1/2"	18"	3"	2.00	2.246	$23.25	$837.00	$10.10	$363.60	$11.00	$396.00
1	EA	12	36	0.08	RECT	1-1/2"	30"	3"	3.00	3.370	$33.65	$33.65	$14.85	$14.85	$16.50	$16.50
1000*	EA	18	6	0.08	RECT	1-1/2"	4"	1"	0.75	0.842	$13.70	$13,700.00	$11.07	$11,070.00	$7.25	$7,250.00
1	EA	18	12	0.08	RECT	1-1/2"	9"	1-1/2"	1.50	1.685	$18.00	$18.00	$7.98	$7.98	$7.00	$7.00
260	EA	18	18	0.08	SQ	1-1/2"	15"	1-1/2"	2.25	2.527	$25.85	$6,721.00	$11.28	$2,932.80	$12.20	$3,172.00
1	EA	18	18	0.08	DIAM	1-1/2"	18"	3-1/8"	2.25	2.527	$25.85	$25.85	$11.28	$11.28	$13.00	$13.00
1	EA	18	18	0.08	OCT	NA	15"	1-1/2"	2.25	2.527	$25.85	$25.85	$11.05	$11.05	$16.00	$16.00
50	EA	18	24	0.08	RECT	1-1/2"	18"	3"	3.00	3.370	$33.65	$1,682.50	$14.85	$742.50	$16.50	$825.00
1	EA	18	30	0.08	RECT	1-1/2"	24"	3"	3.75	4.212	$41.50	$41.50	$25.35	$25.35	$20.65	$20.65
1	EA	24	6	0.08	RECT	1-1/2"	4"	1"	1.00	1.123	$12.80	$12.80	$6.12	$6.12	$5.50	$5.50
30	EA	24	8	0.08	RECT	1-1/2"	6"	1"	1.33	1.498	$16.30	$489.00	$11.93	$358.02	$10.00	$300.00
1	EA	24	9	0.08	RECT	1-1/2"	7"	1"	1.50	1.685	$18.00	$18.00	$9.23	$9.23	$10.00	$10.00
1	EA	24	12	0.08	RECT	1-1/2"	9"	1-1/2"	2.00	2.246	$23.25	$23.25	$10.10	$10.10	$11.00	$11.00
24	EA	24	18	0.08	RECT	1-1/2"	15"	1-1/2"	3.00	3.379	$33.65	$807.60	$21.06	$505.44	$16.50	$396.00
20	EA	24	24	0.08	SQ	1-1/2"	18"	3"	4.00	4.493	$44.10	$882.00	$19.59	$391.82	$22.00	$440.00
20	EA	24	24	0.08	DIAM	1-1/2"	24"	4-11/32"	4.00	4.493	$44.10	$882.00	$19.59	$391.82	$22.00	$440.00
1	EA	24	24	0.08	OCT	NA	18"	3"	4.00	4.493	$44.10	$44.10	$18.20	$18.20	$25.00	$25.00
1	EA	24	30	0.08	RECT	1-1/2"	24"	3"	5.00	5.616	$54.55	$54.55	$23.34	$23.34	$27.50	$27.50
20	EA	24	36	0.08	RECT	1-1/2"	30"	3"	6.00	6.739	$64.95	$1,299.00	$29.04	$580.80	$16.50	$330.00
1	EA	24	42	0.08	RECT	1-1/2"	36"	3"	7.00	7.862	$75.40	$75.40	$43.94	$43.94	$44.00	$44.00
1	EA	24	48	0.08	RECT	1-1/2"	42"	3"	8.00	8.986	$85.80	$85.80	$46.41	$46.41	$44.00	$44.00
1	EA	30	6	0.08	RECT	1-1/2"	4"	1"	1.25	1.404	$15.40	$15.40	$7.80	$7.80	$8.00	$8.00
1	EA	30	8	0.08	RECT	1-1/2"	6"	1"	1.67	1.872	$19.75	$19.75	$13.46	$13.46	$10.00	$10.00
1000*	EA	30	9	0.08	RECT	1-1/2"	7"	1"	1.88	2.106	$29.30	$29,300.00	$19.11	$19,110.00	$14.37	$14,370.00
1	EA	30	12	0.08	RECT	1-1/2"	9"	1-1/2"	2.50	2.808	$28.45	$28.45	$14.95	$14.95	$13.75	$13.75
50	EA	30	18	0.08	RECT	1-1/2"	15"	1-1/2"	3.75	4.212	$41.50	$2,075.00	$25.35	$1,267.50	$20.60	$1,030.00
1	EA	30	24	0.08	RECT	1-1/2"	18"	3"	5.00	5.616	$54.55	$54.55	$24.34	$24.34	$27.50	$27.50
1	EA	30	30	0.08	SQ	1-7/8"	24"	3"	6.25	7.020	$67.55	$67.55	$30.23	$30.23	$34.30	$34.30
30	EA	30	30	0.08	DIAM	1-7/8"	30"	5-7/16"	6.25	7.020	$67.55	$2,026.50	$30.23	$906.90	$34.30	$1,029.00
1	EA	30	30	0.08	OCT	2-1/4"	24"	3"	6.25	7.020	$67.55	$67.55	$27.95	$27.95	$37.00	$37.00
1	EA	30	30	0.08	CIRC	2-1/4"	24"	3"	6.25	7.020	$67.55	$67.55	$30.88	$30.88	$37.00	$37.00
1	EA	30	30	0.08	TRI	1-1/2"	18"	3" From Top	6.25	7.020	$67.55	$67.55	$20.15	$20.15	$37.00	$37.00
1	EA	30	30	0.08	PENT	1-7/8"	21"	3" From Bottom	6.25	7.020	$67.55	$67.55	$24.01	$24.01	$37.00	$37.00
6	EA	30	36	0.08	RECT	1-7/8"	30"	3"	7.50	8.424	$80.60	$483.60	$36.17	$217.02	$37.00	$222.00
1	EA	30	42	0.08	RECT	1-7/8"	36"	3"	8.75	9.828	$93.65	$93.65	$53.95	$53.95	$52.50	$52.50
1	EA	30	48	0.08	RECT	1-7/8"	42"	3"	10.00	11.232	$106.70	$106.70	$47.98	$47.98	$55.00	$55.00
50*	EA	36	9	0.08	RECT	1-1/2"	7"	1"	2.25	2.527	$34.60	$1,730.00	$21.98	$1,098.75	$17.71	$885.50
1	EA	36	12	0.08	RECT	1-1/2"	9"	1-1/2"	3.00	3.370	$33.65	$33.65	$14.85	$14.85	$16.50	$16.50
1	EA	36	18	0.08	RECT	1-1/2"	15"	1-1/2"	4.50	5.054	$49.30	$49.30	$25.22	$25.22	$24.75	$24.75
1	EA	36	24	0.08	RECT	1-1/2"	18"	3"	6.00	6.739	$64.95	$64.95	$34.97	$34.97	$33.00	$33.00
1	EA	36	30	0.08	RECT	1-7/8"	24"	3"	7.50	8.424	$80.60	$80.60	$36.17	$36.17	$41.25	$41.25
1	EA	36	36	0.08	SQ	2-1/4"	30"	3"	9.00	10.109	$96.25	$96.25	$43.29	$43.29	$45.00	$45.00
1	EA	36	36	0.08	DIAM	2-1/4"	36"	6-1/2"	9.00	10.109	$96.25	$96.25	$43.29	$43.29	$45.00	$45.00
1	EA	36	36	0.08	OCT	NA	30"	3"	9.00	10.109	$96.25	$96.25	$41.57	$41.57	$48.00	$48.00
1	EA	36	36	0.08	CIRC	NA	30"	3"	9.00	10.109	$96.25	$96.25	$44.58	$44.58	$48.00	$48.00
12	EA	36	36	0.08	TRI	2"	21"	3" From Top	9.00	10.109	$96.25	$1,155.00	$24.48	$293.76	$45.00	$540.00
1	EA	36	36	0.08	PENT	2-1/4"	24"	3" From Bottom	9.00	10.109	$96.25	$96.25	$40.95	$40.95	$48.00	$48.00
1	EA	48	18	0.125	RECT	1-1/2"	NONE	NA	6.00	10.53	$64.95	$64.95	$32.29	$32.29	$33.00	$33.00
12	EA	48	24	0.125	RECT	1-1/2"	NONE	NA	8.00	14.040	$85.80	$1,029.60	$49.66	$595.92	$44.00	$528.00
6	EA	48	30	0.125	RECT	1-7/8"	NONE	NA	10.00	17.550	$106.70	$640.20	$51.23	$307.38	$55.00	$330.00
ITEMS IN .125 GAUGE																
1	EA	8	10	0.125	RECT	3/4"	8"	1"	0.56	0.975	$10.80	$10.80	$8.36	$8.36	$6.00	$6.00
50*	EA	36	9	0.125	RECT	1-1/2"	7"	1"	2.25	3.949	$46.15	$2,307.50	$26.01	$1,300.65	$28.00	$1,400.00
1	EA	36	12	0.125	RECT	1-1/2"	9"	1-1/2"	3.00	5.265	$47.90	$47.90	$27.81	$27.81	$21.00	$21.00
1	EA	36	18	0.125	RECT	1-1/2"	15"	1-1/2"	4.50	7.898	$70.65	$70.65	$39.77	$39.77	$30.00	$30.00
1	EA	36	24	0.125	RECT	1-1/2"	18"	3"	6.00	10.530	$93.45	$93.45	$51.71	$51.71	$36.00	$36.00
1	EA	36	30	0.125	RECT	1-7/8"	24"	3"	7.50	13.163	$116.20	$116.20	$63.67	$63.67	$48.75	$48.75
1	EA	36	36	0.125	SQ	2/1/4"	30"	3"	9.00	15.795	$138.95	$138.95	$75.62	$75.62	$60.00	$60.00
1	EA	36	36	0.125	DIAM	2/1/4"	36"	6-1/2"	9.00	15.795	$138.95	$138.95	$75.62	$75.62	$60.00	$60.00
1	EA	36	36	0.125	OCT	NA	30"	3"	9.00	15.795	$138.95	$138.95	$78.22	$78.22	$60.00	$60.00
1	EA	36	36	0.125	CIRC	NA	30"	3"	9.00	15.795	$138.95	$138.95	$78.22	$78.22	$60.00	$60.00
12	EA	36	36	0.125	TRI	2"	21"	3" From Top	9.00	15.795	$138.95	$1,667.40	$78.22	$938.64	$48.00	$576.00
1	EA	36	36	0.125	PENT	2-1/4"	24"	3" From Bottom	9.00	15.795	$138.95	$138.95	$78.22	$78.22	$60.00	$60.00
1 *	EA	42	9	0.125	RECT	1-1/2"	7"	1"	2.63	4.607	$53.30	$53.30	$33.57	$33.57	$30.00	$30.00
1 *	EA	48	9	0.125	RECT	1-1/2"	7"	1"	3.00	5.265	$60.45	$60.45	$36.56	$36.56	$35.00	$35.00
1	EA	48	18	0.125	RECT	1-1/2"	NONE	NA	6.00	10.530	$93.45	$93.45	$51.71	$51.71	$40.00	$40.00
12	EA	48	24	0.125	RECT	1-1/2"	NONE	NA	8.00	10.040	$123.75	$1,485.00	$67.65	$811.80	$54.50	$654.00
6	EA	48	30	0.125	RECT	1-7/8"	NONE	NA	10.00	17.550	$154.15	$924.90	$83.59	$501.54	$70.00	$420.00
1	EA	48	36	0.125	RECT	2-1/4"	NONE	NA	12.00	21.060	$184.50	$184.50	$99.53	$99.53	$65.00	$65.00
1	EA	48	48	0.125	SQ/DIAM	3"	NONE	NA	16.00	28.080	$245.20	$245.20	$131.40	$131.40	$96.00	$96.00
1	EA	60	24	0.125	RECT	1-1/2"	NONE	NA	10.00	17.550	$154.10	$154.10	$87.49	$87.49	$60.00	$60.00
1	EA	60	30	0.125	RECT	1-7/8"	NONE	NA	12.50	21.938	$192.05	$192.05	$107.42	$107.42	$75.00	$75.00
1	EA	60	36	0.125	RECT	2-1/4"	NONE	NA	15.00	26.325	$230.00	$230.00	$127.34	$127.34	$90.00	$90.00
1	EA	72	24	0.125	RECT	1-1/2"	NONE	NA	12.00	21.060	$184.45	$184.45	$103.43	$103.43	$72.00	$72.00
1	EA	72	30	0.125	RECT	1-7/8"	NONE	NA	15.00	26.325	$230.00	$230.00	$127.34	$127.34	$90.00	$90.00
1	EA	72	36	0.125	RECT	2-1/4"	NONE	NA	18.00	31.590	$275.55	$275.55	$151.24	$151.24	$108.00	$108.00
1	EA	90	18	0.125	RECT	1-1/2"	NONE	NA	11.25	19.744	$173.05	$173.05	$97.45	$97.45	$80.00	$80.00
1	EA	90	24	0.125	RECT	1-1/2"	NONE	NA	15.00	26.325	$230.00	$230.00	$127.34	$127.34	$90.00	$90.00
1	EA	96	18	0.125	RECT	1-1/2"	NONE	NA	12.00	21.060	$184.50	$184.50	$103.43	$103.43	$84.00	$84.00
1	EA	96	24	0.125	RECT	1-1/2"	NONE	NA	16.00	28.080	$245.20	$245.20	$135.30	$135.30	$96.00	$96.00
1	EA	96	30	0.125	RECT	1-7/8"	NONE	NA	20.00	35.100	$305.90	$305.90	$167.18	$167.18	$140.00	$140.00
1	EA	96	36	0.125	RECT	2-1/4"	NONE	NA	24.00	42.120	$366.50	$366.50	$199.06	$199.06	$150.00	$150.00
1	EA	102	18	0.125	RECT	1-1/2"	NONE	NA	12.75	22.376	$195.85	$195.85	$153.61	$153.61	$85.00	$85.00
1	EA	102	24	0.125	RECT	1-1/2"	NONE	NA	17.00	29.835	$260.35	$260.35	$187.47	$187.47	$102.00	$102.00
1	EA	108	18	0.125	RECT	1-1/2"	NONE	NA	13.50	23.693	$207.25	$207.25	$159.59	$159.59	$102.00	$102.00

1	EA	108	24	0.125	RECT	1-1/2"	NONE	NA	18.00	31.590	$275.55	$275.55	$195.44	$195.44	$108.00	$108.00
1	EA	114	18	0.125	RECT	1-1/2"	NONE	NA	14.25	25.009	$218.65	$218.65	$165.56	$165.56	$102.00	$102.00
1	EA	114	24	0.125	RECT	1-1/2"	NONE	NA	19.00	33.345	$290.70	$290.70	$203.41	$203.41	$114.00	$114.00
1	EA	120	18	0.125	RECT	1-1/2"	NONE	NA	15.00	26.325	$230.00	$230.00	$171.54	$171.54	$105.00	$105.00
1	EA	120	24	0.125	RECT	1-1/2"	NONE	NA	20.00	35.100	$305.90	$305.90	$211.38	$211.38	$120.00	$120.00
1	EA	126	18	0.125	RECT	1-1/2"	NONE	NA	15.75	27.641	$241.40	$241.40	$177.52	$177.52	$112.00	$112.00
1	EA	126	24	0.125	RECT	1-1/2"	NONE	NA	21.00	36.855	$321.05	$321.05	$219.35	$219.35	$126.00	$126.00
1	EA	132	18	0.125	RECT	1-1/2"	NONE	NA	16.50	28.958	$252.80	$252.80	$183.50	$183.50	$119.00	$119.00
1	EA	132	24	0.125	RECT	1-1/2"	NONE	NA	22.00	38.610	$336.25	$336.25	$227.32	$227.32	$132.00	$132.00
1	EA	138	18	0.125	RECT	1-1/2"	NONE	NA	17.25	30.274	$264.15	$264.15	$189.46	$189.46	$126.00	$126.00
1	EA	138	24	0.125	RECT	1-1/2"	NONE	NA	23.00	40.365	$351.40	$351.40	$235.29	$235.29	$138.00	$138.00
1	EA	144	18	0.125	RECT	1-1/2"	NONE	N/A	18.00	31.590	$275.55	$275.55	$195.44	$195.44	$136.00	$136.00
1	EA	144	24	0.125	RECT	1-1/2"	NONE	N/A	24.00	42.120	$367.50	$367.50	$243.26	$243.26	$144.00	$144.00
										Subtotal Bid	**$88,615.45**		**53,742.72**		**$42,426.95**	
										Tax 9%	$7,975.39		$4,836.84		$3,818.43	
										Extended Total	$96,590.84		$58,579.56		$46,245.38	
Any items not covered by the list above will be priced at $_____ per pound, limited to two (2) holes per blank.											$17.15		$6.00		$3.40	
Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract. Enter Profit Margin.											15%		10%		did not provide	
The quantities are estimates for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.																

PRICING FOR SPRING ORDER											Safeway Sign Company		Stripe Rite		Intermountain Sign and Safety	
Qty	**Unit**	**Size**		**Gauge**	**Shape**	**Corner**	**Hole**	**Hole Centers**	**Sq.**		Unit Price	Total	Unit Price	Total	Unit Price	Total
		H"	**V"**			**Radius**	**Center**	**From Edge**	**Ft.**	**Weight**	Each	Price	Each	Price	Each	Price
1000*	EA	18	6	RECT	0.08	1-1/2"	4"	1"	0.75	0.842	$11.40	$11,400.00	$11.07	$11,070.00	$6.45	$6,450.00
600*	EA	30	9	RECT	0.08	1-1/2"	7"	1"	1.88	2.106	$23.35	$14,010.00	$19.11	$11,466.00	$13.95	$8,370.00
500*	EA	36	9	RECT	0.08	1-1/2"	7"	1"	2.25	2.527	$27.35	$13,675.00	$21.98	$10,990.00	$16.65	$8,325.00
200*	EA	42	9	RECT	0.125	1-1/2"	7"	1"	2.63	4.607	$39.45	$7,890.00	$33.99	$6,798.00	$26.00	$5,200.00
300*	EA	48	9	RECT	0.125	1-1/2"	7"	1"	3.00	5.265	$44.60	$13,380.00	$34.05	$10,215.00	$29.00	$8,700.00
54	EA	12	12	SQ	0.08	1-1/2"	9"	1-1/2"	1.00	1.123	$11.15	$602.10	$6.12	$330.48	$4.50	$243.00
400	EA	12	18	RECT	0.08	1-1/2"	15"	1-1/2"	1.50	1.685	$15.00	$6,000.00	$7.98	$3,192.00	$6.83	$2,732.00
60	EA	12	24	RECT	0.08	1-1/2"	18"	3"	2.00	2.246	$18.90	$1,134.00	$10.10	$606.00	$9.15	$549.00
60	EA	12	36	RECT	0.08	1-1/2"	30"	3"	3.00	3.370	$26.70	$1,602.00	$14.85	$891.00	$13.75	$825.00
90	EA	18	18	SQ	0.08	1-1/2"	15"	1-1/2"	2.25	2.527	$20.85	$1,876.50	$11.28	$1,015.20	$10.25	$922.50
50	EA	18	24	RECT	0.08	1-1/2"	18"	3"	3.00	3.370	$26.70	$1,335.00	$14.85	$742.50	$13.75	$687.50
20	EA	24	6	RECT	0.08	1-1/2"	4"	1"	1.00	1.123	$11.15	$223.00	$6.12	$122.40	$4.60	$92.00
60	EA	24	8	RECT	0.08	1-1/2"	6"	1"	1.33	1.498	$13.75	$825.00	$11.93	$715.80	$6.15	$369.00
50	EA	24	18	RECT	0.08	1-1/2"	15"	1-1/2"	3.00	3.379	$26.70	$1,335.00	$14.85	$742.50	$13.75	$687.50
50	EA	24	24	SQ	0.08	1-1/2"	18"	3"	4.00	4.493	$34.40	$1,720.00	$19.59	$979.50	$18.30	$915.00
30	EA	24	24	DIAM	0.08	1-1/2"	24"	4-11/32"	4.00	4.493	$34.40	$1,032.00	$19.59	$587.70	$18.30	$549.00
126	EA	24	30	RECT	0.08	1-1/2"	24"	3"	5.00	5.616	$42.20	$5,317.20	$24.34	$3,066.84	$22.85	$2,879.10
100	EA	24	36	RECT	0.08	1-1/2"	30"	3"	6.00	6.739	$49.95	$4,995.00	$29.04	$2,904.00	$27.45	$2,745.00
50	EA	30	30	SQ	0.08	1-7/8"	24"	3"	6.25	7.020	$51.90	$2,595.00	$30.23	$1,511.50	$28.25	$1,412.50
50	EA	30	30	DIAM	0.08	1-7/8"	30"	5-1/4"	6.25	7.020	$51.90	$2,595.00	$30.23	$1,511.50	$28.25	$1,412.50
20	EA	30	36	RECT	0.08	1-7/8"	30"	3"	7.50	8.424	$61.60	$1,232.00	$36.17	$723.40	$33.90	$678.00
200	EA	36	12	RECT	0.08	1-1/2"	9"	1-1/2"	3.00	3.370	$26.65	$5,330.00	$14.85	$2,970.00	$13.75	$2,750.00
90	EA	36	18	RECT	0.08	1-1/2"	15"	1-1/2"	4.50	5.054	$38.30	$3,447.00	$21.97	$1,977.30	$20.60	$1,854.00
50	EA	36	36	DIAM	0.08	2-1/4"	36"	6-1/2"	9.00	10.109	$73.20	$3,660.00	$43.29	$2,164.50	$41.00	$2,050.00
10	EA	36	36	CIRC	0.08	NA	30"	3"	9.00	10.109	$73.20	$732.00	$44.58	$445.80	$41.00	$410.00
20	EA	36	36	TRI	0.08	2"	21"	2-3/4"	9.00	10.109	$73.20	$1,464.00	$24.48	$489.60	$20.60	$412.00
8	EA	36	36	OCT	0.08	NA	30"	3"	9.00	10.109	$73.20	$585.60	$41.57	$332.56	$41.00	$328.00
12	EA	48	18	RECT	0.08	1-1/2"	NONE	NA	6.00	10.53	$49.95	$599.40	$29.04	$348.48	$20.00	$240.00
12	EA	48	30	RECT	0.08	1-7/8"	NONE	NA	10.00	17.550	$81.00	$972.00	$47.98	$575.76	$45.70	$548.40
6	EA	18	18	OCT	0.08	NA	15"	1-1/2"	2.25	2.527	$20.85	$125.10	$10.88	$65.28	$10.20	$61.20
10	EA	96	24	RECT	0.125	1-1/2"	NONE	NA	16.00	28.080	$177.10	$1,771.00	$135.40	$1,354.00	$80.00	$800.00
4	EA	96	18	RECT	0.125	1-1/2"	NONE	NA	12.00	21.060	$133.65	$534.60	$103.43	$413.72	$60.00	$240.00
2	EA	120	18	RECT	0.125	1-1/2"	NONE	NA	15.00	26.325	$166.25	$332.50	$171.54	$343.08	$75.00	$150.00
										Subtotal	**$114,327.00**		**$81,661.40**		**$64,587.20**	
										Tax 9%	**$10,289.43**		**$7,349.53**		**$5,812.85**	
										Extended Total	**$124,616.43**		**$89,010.93**		**$70,400.05**	

Bid Response Summary

Bid Number ITB 5614-22 (RE-BID)
Bid Title Aluminum Sign Blanks – As Needed
Due Date Monday, March 28, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Intermountain Sign and Safety
Submitted By mitch@intermountainsign.com mitch@intermountainsign.com - Wednesday, March 23, 2022 7:56:05 AM [(UTC-08:00) Pacific Time (US & Canada)]
mitch@intermountainsign.com
Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	0
BACKGROUND			
	#1	The City of Spokane's Street Department, located at 901 N. Nelson Street, Spokane WA 99202 works under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this request for quotes to solicit quotes from vendors who have a proven ability to provide spec'd Aluminum Sign Blanks – As Needed.	I agree and I acknowledge
	#2	Annual Requirements: Street Department normally places an initial large Spring-time order, and an additional smaller order(s) during the year (implied 12-month period).	I agree and I acknowledge
	#3	Resulting Contract(s) would result in Value Blanket(s) for a five-year period, to allow Street Department to procure Aluminum Sign Blanks – As Needed. The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
	#4	More than one contract may be awarded. Award of contract(s), when and if made, will be to the proposer whose Proposal is the most favorable to the City. Contract is optional (non-exclusive) use. The City Council shall make the award of contract(s)	I agree and I acknowledge
	#5	Value Blanket(s) would be established to enable as-needed orders to be placed.	I agree and I acknowledge

	#5.1	Streets is looking at placing an initial order, reference attachment “Pricing for Spring Order Pricing”.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane’s bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the “Clarification Tab” within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS			
	#1	WITHDRAWAL OF BIDS Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and 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.	I agree and I acknowledge
	#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	Yes
BIDDER INFORMATION			
	#1	Company Name	Intermountain Sign and Safety
	#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Mitch Lawless 208-773-3119 mitch@intermountainsign.com

	#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this RFQ, to furnish items at the prices stated.	I agree and I acknowledge
	#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#4	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Mitch Lawless 208-773-3119 mitch@intermountainsign.com
	#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-responsible. If no client list is provided, the City may deem you non-responsive.	Customer List.xlsx
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
	2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
	3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records	I agree and I acknowledge
	4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I agree and I acknowledge
	#2	City of Spokane Business Registration Number	UBI # 603149033
ORGANIZATION			
	#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women	Is Not
SMALL BUSINESS			
	#1	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).	
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.	I certify no agreement was entered
INTERLOCAL PURCHASE AGREEMENTS			

	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the 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.	Yes
ACCEPTANCE PERIOD			
	#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
CONTRACT PERIOD			
	#1	The period of performance of any contract(s) resulting from this ITB is tentatively scheduled to begin on or about June 1, 2022 , and to end on May 31, 2027. The total contract period not to exceed five (5) years.	I agree and I acknowledge
DISCOUNT PERCENTAGES			
	#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.	I agree and 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.	I agree and I acknowledge
	#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.	I agree and I acknowledge
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyis (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.	Don't Know
	#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 measurable 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 packaging contains measurable levels of PCBs?	Don't Know
GENERAL INSTRUCTIONS			
	#1	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Yes
	#2	Time is of the essence in the performance of this contract after a delivery schedule is established.	I agree and I acknowledge
	#3	Material Safety Data Sheets must be included with Bid Proposal forms if applicable.	I agree and I acknowledge
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#5	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.	I agree and I acknowledge
	#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
	#7	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
	#8	If you took exception to #1 through #7 above explain in detail.	
SPECIAL INSTRUCTIONS - GENERAL			
	#1	The purpose of these specifications is to provide the City of Spokane with a Blanket Order for the furnishing and delivery of specified Aluminum Sign Blanks for a period of five (5) years.	I agree and I acknowledge
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design. Any item that does not meet specifications will not be acceptable	I agree and I acknowledge
	#2.1	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused unless.	I agree and I acknowledge

	#3	Annual Quantities shown on “Pricing Page Aluminum Sign Blanks” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I agree and I acknowledge
	#4	Aluminum Sign Blanks must meet specifications set forth below.	Yes
	#4.1	Bidder MUST complete and upload "Technical Specifications ITB 5614-22" from Documents Tab. Upload Here	TECHNICALS COS.pdf
	#4.2	Does Vendor process the materials themselves or subcontract?	Grimco, Inc.
	#4.2.1	If you subcontract - please indicate to whom:	Grimco, Inc.
	#4.3	Does Vendor conversion coat the materials themselves or subcontract?	Subcontract
	#4.3.1	If you subcontract - please indicate to whom:	Grimco, Inc.
	#5	If you took exception to #1 through #4.3.1 above, explain in detail.	
	#6	If the product differs from the provisions contained herein, these differences must be explained in detail.	
	#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter COS.doc
	#8	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	Grimco 1585 Fencorp Drive Fenton, MO 63026
	#9	Aluminum Sign Blanks delivered that do not meet specifications will not be accepted.	I agree and I acknowledge
	#10	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	Agree
	#11	Bidder shall state lead time in calendar days for delivery upon receipt of order. Enter number of calendar days here:	30 Days
	#12	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
F.O.B. DELIVERY POINT:			
	#1	FOB Delivery Point: Spokane Street Department, 901 N. Nelson Street, Spokane WA 99202.	I agree and I acknowledge
	#2	FREIGHT/SHIPPING IS THE RESPONSIBILITY OF THE WINNING VENDOR	I agree and I acknowledge
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
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 will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
	#1.1	UNIT PRICE: Should not include tax.	I agree and I acknowledge
	#1.2	Bidder MUST complete and upload "Pricing Page ITB 5614-22" from Documents Tab. Upload Here	Pricing Page ITB 5614-22 (2).pdf
	#1.3	Bidder MUST complete and upload "Pricing For Spring Order ITB 5614-22" from Documents Tab. Upload Here.	Official Pricing For Spring Order Pricing- ITB 5600-22 (1).docx
	#2	PRICING ADJUSTMENTS: Pricing shall be firm for a period of 6 months.	I agree and I acknowledge
	#2.1	Pricing adjustment requests for Aluminum Sign Blanks will be considered on a semi-annual basis thereafter.	I agree and I acknowledge
	#2.2	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing a minimum of thirty (30) days in advance and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
	#2.3	Back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.	I agree and I acknowledge
	#2.3.1	City will accept the American Metal Market (AMM) index in lieu of the Producer Price Index (PPI) for price adjustment requests. City will not pay to subscribe to the AMM database so the vendor will need to send that backup, along with any other justification, with their written request.	I agree and I acknowledge
	#2.4	Adjustments to pricing shall be to not produce a higher profit margin.	I agree and I acknowledge
	#2.4.1	Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.	I agree and I acknowledge
	#2.4.1.1	Enter Profit Margin.	30%
	#2.5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
	#3	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
BID EVALUATION			
	#1	Evaluation of bids shall be based upon the following criteria, where applicable:	Yes

	#2	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 agree and I acknowledge
	#3	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge
	#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
	#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	I agree and I acknowledge
	#6	The quality of performance of previous contracts or services	I agree and I acknowledge
	#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	I agree and I acknowledge
	#8	The previous and existing compliance by the Bidder with the laws relating to the contract or services	I agree and I acknowledge
	#9	Uniformity or interchangeability.	I agree and I acknowledge
	#10	The energy efficiency of the product throughout its life.	I agree and I acknowledge
	#11	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS			
	#1	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 agree and I acknowledge
BIDDER PREQUALIFICATION:			
	#1	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 agree and I acknowledge
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids 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 agree and I acknowledge
AWARD OF CONTRACT			
	#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge

ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD			
	#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here	TECHNICALS COS.pdf

STANDARD TERMS AND CONDITIONS

1. **PATENTS, TRADEMARKS AND COPYRIGHTS**
   The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. **TITLE**
   The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. **COMPLIANCE WITH LAWS**
   The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. **CONTRACT DISPUTES**
   Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. **OVERCHARGES**
   The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. **WARRANTIES**
   The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. **UNIFORM COMMERCIAL CODE**
   The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

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

9. **SAVE HARMLESS**
   Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

10. **TAXES**

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.

- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this quote. All taxes payable by the City of Spokane as a result of this contract are considered a part of the quote evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.

- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. ASSIGNMENTS
The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

12. CHANGES
No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

13. DEFAULT
The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

14. REJECTION
All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

15. TERMINATION
In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

16. NON-WAIVER
No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

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

18. MINORITY BUSINESS OPPORTUNITIES
Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

19. FREIGHT TERMS

- All freight charges included on an invoice must be supported by a freight bill.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

20. VENDOR'S COOPERATION
The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.

THESE TWO PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Aluminum Sign Blanks. Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. City reserves the right to request additional information/samples/site visit for evaluation. Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column
Bidder will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column
Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number).

MINIMUM SPECS. CALLED FOR	TO BE SUPPLIED	EXCEPTIONS
Sign blanks must be virgin aluminum, conforming to alloys 6061-T6, or 5052-H36 or H38.	ML	
Signs blanks must be conversion coated to ASTM B-921 standards	ML	
Indicate conversion coating used -	ASTM B449 Class 2	
Hole centers and corner radii must be cut as specified on pricing page. All holes are 3/8".	ML	
Sign blanks must be square and accurately measured. All dimensions are +/- 1/32".	ML	
All edges must be filed/ deburred. Blanks with sharp edges will not be accepted	ML	
Each blank must lay flat without distortion, stress warp, or curvature, when laid unweighted on a horizontal plane surface.	ML	
All blanks must be clean, free of all greases, oils, lubricants, silicone or other contaminants.	ML	
Splicing of Type IV sheeting is not allowed. Sign blanks that require sheeting must have single sheets applied to them.	ML	
Indicate sheeting manufacturer - Indicate sheeting product code -	3M 3930 series	
Sign blanks with Type IV sheeting will be mounted horizontally. Install and orient sheeting per manufacturers specifications.	ML	
Sign blanks with Type IV sheeting shall be shipped with slip sheeting protecting 100% of each sign face.	ML	
Sufficient Inventory to supply the needs of the Purchaser shall be maintaned by the Vendor	ML	
The Vendor guarantees all of the work or materials described in the specifications, including any authorized modifications thereto, for a period of 30 days from the date of final acceptance of the work, and the Vendor guarantees the sign reflectivity for a period of 10 years from the date of final acceptance of the work as follows:	ML	
a) Against all faulty or imperfect materials, and against all imperfect or careless and/or unskilled workmanship	ML	
b) Against all injury or undue deterioration from proper and usual use of the work	ML	
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.	ML	
Orders are time sensitive. Complete order delivery date must be within 30 calendar days ARO.	ML	
Vendor or freight line must give 24 hours notice to (509) 232-8803 before delivery to arrange for unloading	ML	
Blanks must be delivered in packages of 10 or less on pallets. Pallets must not exceed 2000 lbs.	ML	

THESE THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

Pricing Pages - Aluminum Sign Blanks

QUANTITY	UNIT	SIZE		SHAPE	CORNER RADIUS	HOLE CENTER	HOLE CENTERS FROM EDGE	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
		H	V								
ITEMS IN .080 GAUGE											
1	EA	5	10	RECT	1/2"	8-1/2"	3/4"	0.35	0.390	4.00	4.00
1	EA	6	10	RECT	3/4"	8-1/2"	3/4"	0.42	0.468	4.00	4.00
1	EA	8	10	RECT	1-1/2''	8"	1"	0.56	0.624	5.00	5.00
1	EA	8	18	RECT	1"	9"	4" FROM BOTTOM	1.00	1.123	6.00	6.00
1	EA	8	24	RECT	1-1/2"	18"	1"	1.33	1.498	9.00	9.00
1	EA	12	6	RECT	1-1/2''	4"	1"	0.50	0.562	5.00	5.00
24	EA	12	12	SQ	1-1/2''	9"	1-1/2"	1.00	1.123	5.00	120.00
300	EA	12	18	RECT	1-1/2''	15''	1-1/2"	1.50	1.685	6.85	2,055.00
36	EA	12	24	RECT	1-1/2"	18"	3"	2.00	2.246	11.00	396.00
1	EA	12	36	RECT	1-1/2"	30''	3"	3.00	3.370	16.50	16.50
1000 *	EA	18	6	RECT	1-1/2"	4"	1"	0.75	0.842	7.25	7,250.00
1	EA	18	12	RECT	1-1/2"	9"	1-1/2"	1.50	1.685	7.00	7.00
260	EA	18	18	SQ	1-1/2"	15"	1-1/2"	2.25	2.527	12.20	3,172.00
1	EA	18	18	DIAM	1-1/2"	18"	3-1/8"	2.25	2.527	13.00	13.00
1	EA	18	18	OCT	NA	15"	1-1/2"	2.25	2.527	16.00	16.00
50	EA	18	24	RECT	1-1/2"	18"	3"	3.00	3.370	16.50	825.00
1	EA	18	30	RECT	1-1/2"	24"	3"	3.75	4.212	20.65	20.65
1	EA	24	6	RECT	1-1/2"	4"	1"	1.00	1.123	5.50	5.50
30	EA	24	8	RECT	1-1/2"	6"	1"	1.33	1.498	10.00	300.00
1	EA	24	9	RECT	1-1/2"	7"	1"	1.50	1.685	10.00	10.00
1	EA	24	12	RECT	1-1/2"	9"	1-1/2"	2.00	2.246	11.00	11.00
24	EA	24	18	RECT	1-1/2"	15"	1-1/2"	3.00	3.370	16.50	396.00
20	EA	24	24	SQ	1-1/2"	18"	3"	4.00	4.493	22.00	440.00
20	EA	24	24	DIAM	1-1/2"	24"	4-11/32"	4.00	4.493	22.00	440.00
1	EA	24	24	OCT	NA	18"	3"	4.00	4.493	25.00	25.00
1	EA	24	30	RECT	1-1/2"	24"	3"	5.00	5.616	27.50	27.50
20	EA	24	36	RECT	1-1/2''	30''	3"	6.00	6.739	16.50	330.00
1	EA	24	42	RECT	1-1/2''	36"	3"	7.00	7.862	44.00	44.00
1	EA	24	48	RECT	1-1/2''	42"	3"	8.00	8.986	44.00	44.00
1	EA	30	6	RECT	1-1/2"	4"	1"	1.25	1.404	8.00	8.00
1	EA	30	8	RECT	1-1/2"	6"	1"	1.67	1.872	10.00	10.00
1000 *	EA	30	9	RECT	1-1/2"	7"	1"	1.88	2.106	14.37	14,370.00
1	EA	30	12	RECT	1-1/2"	9"	1-1/2"	2.50	2.808	13.75	13.75
50	EA	30	18	RECT	1-1/2"	15"	1-1/2"	3.75	4.212	20.60	1,030.00
1	EA	30	24	RECT	1-1/2"	18"	3"	5.00	5.616	27.50	27.50
1	EA	30	30	SQ	1-7/8"	24"	3"	6.25	7.020	34.30	34.30
30	EA	30	30	DIAM	1-7/8"	30"	5-7/16"	6.25	7.020	34.30	1,029.00
1	EA	30	30	OCT	NA	24"	3"	6.25	7.020	37.00	37.00
1	EA	30	30	CIRC	NA	24"	3"	6.25	7.020	37.00	37.00
1	EA	30	30	TRI	1-1/2''	18"	3" FROM TOP	6.25	7.020	34.00	37.00
1	EA	30	30	PENT	1-7/8"	21"	3" FROM BOTTOM	6.25	7.020	37.00	37.00
6	EA	30	36	RECT	1-7/8"	30"	3"	7.50	8.424	37.00	225.00
1	EA	30	42	RECT	1-7/8"	36"	3"	8.75	9.828	52.50	52.50

Pricing Pages - Aluminum Sign Blanks

QUANTITY	UNIT	SIZE		SHAPE	CORNER RADIUS	HOLE CENTER	HOLE CENTERS FROM EDGE	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
		H	V								
1	EA	30	48	RECT	1-7/8"	42"	3"	10.00	11.232	55.00	55.00
50 *	EA	36	9	RECT	1-1/2''	7''	1"	2.25	2.527	17.71	885.50
1	EA	36	12	RECT	1-1/2"	9"	1-1/2"	3.00	3.370	16.50	16.50
1	EA	36	18	RECT	1-1/2"	15"	1-1/2"	4.50	5.054	24.75	24.75
1	EA	36	24	RECT	1-1/2"	18"	3"	6.00	6.739	33.00	33.00
1	EA	36	30	RECT	1-7/8"	24"	3"	7.50	8.424	41.25	41.25
1	EA	36	36	SQ	2-1/4"	30"	3"	9.00	10.109	45.00	45.00
1	EA	36	36	DIAM	2-1/4"	36"	6-1/2"	9.00	10.109	45.00	45.00
1	EA	36	36	OCT	NA	30"	3"	9.00	10.109	48.00	48.00
1	EA	36	36	CIRC	NA	30"	3"	9.00	10.109	48.00	48.00
12	EA	36	36	TRI	2"	21"	3" FROM TOP	9.00	10.109	45.00	540.00
1	EA	36	36	PENT	2-1/4"	24"	3" FROM BOTTOM	9.00	10.109	48.00	48.00
1	EA	48	18	RECT	1-1/2"	NONE	NA	6.00	6.739	33.00	33.00
12	EA	48	24	RECT	1-1/2"	NONE	NA	8.00	8.986	44.00	528.00
6	EA	48	30	RECT	1-7/8"	NONE	NA	10.00	11.232	55.00	330.00
ITEMS IN .125 GAUGE											
1	EA	8	10	RECT	3/4"	8"	1"	0.56	0.975	6.00	6.00
50 *	EA	36	9	RECT	1-1/2''	7''	1"	2.25	3.949	28.00	1,400.00
1	EA	36	12	RECT	1-1/2"	9"	1-1/2"	3.00	5.265	21.00	21.00
1	EA	36	18	RECT	1-1/2"	15"	1-1/2"	4.50	7.898	30.00	30.00
1	EA	36	24	RECT	1-1/2"	18"	3"	6.00	10.530	36.00	36.00
1	EA	36	30	RECT	1-7/8"	24"	3"	7.50	13.163	48.75	48.75
1	EA	36	36	SQ	2-1/4"	30"	3"	9.00	15.795	60.00	60.00
1	EA	36	36	DIAM	2-1/4"	36"	6-1/2"	9.00	15.795	60.00	60.00
1	EA	36	36	OCT	NA	30"	3"	9.00	15.795	60.00	60.00
1	EA	36	36	CIRC	NA	30"	3"	9.00	15.795	60.00	60.00
12	EA	36	36	TRI	2"	21"	3" FROM TOP	9.00	15.795	48.00	576.00
1	EA	36	36	PENT	2-1/4"	24"	3" FROM BOTTOM	9.00	15.795	60.00	60.00
1 *	EA	42	9	RECT	1-1/2"	7"	1"	2.63	4.607	30.00	30.00
1 *	EA	48	9	RECT	1-1/2"	7"	1"	3.00	5.265	35.00	35.00
1	EA	48	18	RECT	1-1/2"	NONE	NA	6.00	10.530	40.00	40.00
12	EA	48	24	RECT	1-1/2"	NONE	NA	8.00	14.040	54.50	654.00
6	EA	48	30	RECT	1-7/8"	NONE	NA	10.00	17.550	70.00	420.00
1	EA	48	36	RECT	2-1/4"	NONE	NA	12.00	21.060	65.00	65.00
1	EA	48	48	SQ/DIAM	3"	NONE	NA	16.00	28.080	96.00	96.00
1	EA	60	24	RECT	1-1/2"	NONE	NA	10.00	17.550	60.00	60.00
1	EA	60	30	RECT	1-7/8"	NONE	NA	12.50	21.938	75.00	75.00
1	EA	60	36	RECT	2-1/4"	NONE	NA	15.00	26.325	90.00	90.00
1	EA	72	24	RECT	1-1/2"	NONE	NA	12.00	21.060	72.00	72.00
1	EA	72	30	RECT	1-7/8"	NONE	NA	15.00	26.325	90.00	90.00
1	EA	72	36	RECT	2-1/4"	NONE	NA	18.00	31.590	108.00	108.00
1	EA	90	18	RECT	1-1/2"	NONE	NA	11.25	19.744	80.00	80.00
1	EA	90	24	RECT	1-1/2"	NONE	NA	15.00	26.325	90.00	90.00
1	EA	96	18	RECT	1-1/2"	NONE	NA	12.00	21.060	84.00	84.00

Pricing Pages - Aluminum Sign Blanks

QUANTITY	UNIT	SIZE H	SIZE V	SHAPE	CORNER RADIUS	HOLE CENTER	HOLE CENTERS FROM EDGE	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
1	EA	96	24	RECT	1-1/2"	NONE	NA	16.00	28.080	96.00	96.00
1	EA	96	30	RECT	1-7/8"	NONE	NA	20.00	35.100	140.00	140.00
1	EA	96	36	RECT	2-1/4"	NONE	NA	24.00	42.120	150.00	150.00
1	EA	102	18	RECT	1-1/2"	NONE	NA	12.75	22.376	85.00	85.00
1	EA	102	24	RECT	1-1/2"	NONE	NA	17.00	29.835	102.00	102.00
1	EA	108	18	RECT	1-1/2"	NONE	NA	13.50	23.693	102.00	102.00
1	EA	108	24	RECT	1-1/2"	NONE	NA	18.00	31.590	108.00	108.00
1	EA	114	18	RECT	1-1/2"	NONE	NA	14.25	25.009	102.00	102.00
1	EA	114	24	RECT	1-1/2"	NONE	NA	19.00	33.345	114.00	114.00
1	EA	120	18	RECT	1-1/2"	NONE	NA	15.00	26.325	105.00	105.00
1	EA	120	24	RECT	1-1/2"	NONE	NA	20.00	35.100	120.00	120.00
1	EA	126	18	RECT	1-1/2"	NONE	NA	15.75	27.641	112.00	112.00
1	EA	126	24	RECT	1-1/2"	NONE	NA	21.00	36.855	126.00	126.00
1	EA	132	18	RECT	1-1/2"	NONE	NA	16.50	28.958	119.00	119.00
1	EA	132	24	RECT	1-1/2"	NONE	NA	22.00	38.610	132.00	132.00
1	EA	138	18	RECT	1-1/2"	NONE	NA	17.25	30.274	126.00	126.00
1	EA	138	24	RECT	1-1/2"	NONE	NA	23.00	40.365	138.00	138.00
1	EA	144	18	RECT	1-1/2"	NONE	NA	18.00	31.590	136.00	136.00
1	EA	144	24	RECT	1-1/2"	NONE	NA	24.00	42.120	144.00	144.00
		TOTAL BID									$ 42,426.95
		WA STATE SALES TAX (9.0%)									$ 3,818.43
		GRAND TOTAL									$ 46,245.38

Any items not covered by the list above will be priced at $ 3.40 per pound, limited to two (2) holes per blank.

*** Sheeted with ASTM D4956-04 Type IV White sheeting.**

The quantities are estimates for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.

PRICING ADJUSTMENTS: Pricing shall be firm for a period of 6 months.
Pricing adjustment requests for Aluminum Sign Blanks will be considered on a semi-annual basis thereafter. All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing a minimum of thirty (30) days in advance and cannot be applied retroactively to orders already placed with the Vendor. Back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser. Adjustments to pricing shall be to not produce a higher profit margin than that on the original contract. The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.

Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.

ENTER PROFIT MARGIN: _____

THESE TWO PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

Pricing For Spring Order:

2022 City of Spokane Sign Blank Order Form.

*Sheet with Type IV High intensity Prismatic Reflective Sheeting
All holes to be 3/8". All specifications to be within 1/32"

Item #	Quantity	Size	Gauge	Shape	Corner Radius	Hole Centers	Hole Center from Edge	Price each	Total
1. *	1000	18''x 06''	.080	Rect.	1.5''	4''	1''	6.45	6450
2. *	600	30''x 09''	.080	Rect.	1.5''	7''	1''	13.95	8370
3. *	500	36''x 09''	.080	Rect.	1.5''	7''	1''	16.65	8325
4. *	200	42''x 09''	.125	Rect.	1.5''	7''	1''	26	5200
5. *	300	48''x 09''	.125	Rect.	1.5''	7''	1''	29	8700
6.	54	12''x12''	.080	Sq.	1.5''	9''	1.5''	4.5	243
7.	400	12''x 18''	.080	Rect.	1.5''	15''	1.5''	6.83	2732
8.	60	12''x24''	.080	Rect.	1.5''	18''	3''	9.15	549
9.	60	12''x 36''	.080	Rect.	1.5''	30''	3''	13.75	825
10.	90	18''x 18''	.080	Sq.	1.5''	15''	1.5''	10.25	922.5
11.	50	18''x24''	.080	Rect.	1.5''	18''	3''	13.75	687.5
12.	20	24''x06''	.080	Rect.	1.5''	4''	1''	4.6	92
13.	60	24''x 08''	.080	Rect.	1.5''	6''	1''	6.15	369
14.	50	24''x 18''	.080	Rect.	1.5''	15''	1.5''	13.75	687.5

15.	**50**	**24''x24''**	**.080**	**Sq.**	**1.5''**	**18''**	**3''**	**18.3**	**915**
16.	**30**	**24''x 24''**	**.080**	**Dia.**	**1.5''**	**24''**	**4.375''**	**18.3**	**549**
17.	**126**	**24''x 30''**	**.080**	**Rect.**	**1.5''**	**24''**	**3''**	**22.85**	**2810.55**
18.	**100**	**24''x 36''**	**.080**	**Rect.**	**1.5''**	**30''**	**3''**	**27.45**	**2745**
19.	**50**	**30''x30''**	**.080**	**Sq.**	**1.875**	**24''**	**3''**	**28.25**	**1412.5**
20.	**50**	**30''x 30''**	**.080**	**Dia.**	**1.875''**	**30''**	**5.25''**	**28.25**	**1412.5**
21.	**20**	**30''x 36''**	**.080**	**Rect.**	**1.875''**	**30''**	**3''**	**33.9**	**678**
22.	**200**	**36''x12''**	**.080**	**Rect.**	**1.5''**	**9''**	**1.5''**	**13.75**	**2750**
23.	**90**	**36''x 18''**	**.080**	**Rect.**	**1.5''**	**15''**	**1.5''**	**20.6**	**1854**
24.	**50**	**36''x 36''**	**.080**	**Dia.**	**2.25''**	**36''**	**6.5''**	**41**	**2050**
25.	**10**	**36''x 36''**	**.080**	**Cir.**	**none**	**30''**	**3''**	**41**	**410**
26.	**20**	**36''x36''**	**.080**	**Tri.**	**2''**	**21''**	**2.75''**	**20.6**	**412**
27.	**8**	**36''x 36''**	**.080**	**Oct.**	**none**	**30''**	**3''**	**41**	**328**
28.	**12**	**48''x 18''**	**.080**	**Rect.**	**1.5''**	**none**		**20**	**240**
29.	**12**	**48''x 30''**	**.080**	**Rect.**	**1.875''**	**24''**	**3''**	**45.7**	**548.4**
30.	**6**	**18''x 18''**	**.080**	**Oct.**		**15''**	**1.5''**	**10.2**	**61.2**
31.	**10**	**96''x24''**	**.125**	**Rect.**	**1.5''**	**none**	**none**	**80**	**800**
32.	**4**	**96''x 18''**	**.125**	**Rect.**	**1.5''**	**none**	**none**	**60**	**240**
33.	**2**	**120''x18''**	**.125**	**Rect.**	**1.5''**	**none**	**none**	**75**	**150**

Subtotal	64,518.65
Freight Cost (FREIGHT/SHIPPING IS THE RESPONSIBILITY OF THE WINNING VENDOR)	
Tax 9%	5,806.68
Grand Total	70,325.33

«Intermountain Sign and Safety»

«22515 W. Hwy 53

Rathdrum, ID 83858»

«March 3rd, 2022»

«22515 W. Hwy 53»

Dear «City of Spokane»,

This table summarizes your current invoice activity. Please review this information and let us know if you have any questions.

Invoice Job	«Aluminum Blanks»
Invoice Number	14719 – PO #DO533472
Invoice Date	«12/7/21»
Invoice Due Date	«1/7/22»
Invoice Amount	«$1747.85»
Invoice Balance	«InvoiceBalance»

Thank you for choosing «Intermountain Sign and Safety». We hope to work with you again in the future.

Sincerely,

«Mitch Lawless»

«Inside Sales/ President»

«Intermountain Sign and Safety »

Just an Example that we have supplied blanks to the City of Spokane Before

Company Name	Name	Email	Phone
City of Post Falls	Clint Boren	cboren@postfallsidaho.org	
City of Coeur d'Alene	Mike Cummings		208-691-6088
City of Spirit Lake	Tim Wilkerson	tim@spiritlakeid.gov	208-660-2423
City of Moscow	Steve Schulte	sschulte@ci.moscow.id.us	208-226-5226
North Latah County Road Dept.	Dan Carscallen	northlatah@gmail.com	(208) 882-7490
City of Spokane	Dan Martin	dmartin@spokanecity.org	(509) 232-8829
Bonners County	Lisa Saldana	lisa.saldana@bonnercountyid.gov	208.255.5681
City of Sandpoint	Dyan Hitch	dhitch@sandpointidaho.gov	208.263.3428
Bonner County Road and Bridge	Renee Nelson	rnelson@boundarycountyid.org	208-267-3838

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	1100-Street Department Traffic Sign Blank Contract **A**
Summary (Background)	The Street Dept. is seeking approval of a 5-year Value Blanket Order as a primary resource for purchasing traffic Sign Blanks, from Intermountain Sign and Safety., Spokane, WA, using City of Spokane Bid #5614-22, not to exceed $100,000.00 annually. This (Contract A) $100,000.00 cost is to be shared between this and the companion item (Contract **B**) with Stripe Rite
Proposed Council Action & Date:	Consent approval for contract at PIES Meeting scheduled for 4/25/22

Fiscal Impact:

Total Cost:

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

Funding Source ☐ One-time ☒ Recurring

Specify funding source: Street Department

Expense Occurrence ☐ One-time ☒ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities? N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A

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

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/27/2022
		Clerk's File #	OPR 2022-0319
		Renews #	
Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	CLINT HARRIS EXT 7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	5614-22
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	1100-STREET DEPARTMENT TRAFFIC SIGN BLANK CONTRACT 2 OF 2		

Agenda Wording

The Street Dept. is seeking approval of a 5-year Value Blanket Order to be used as a backup resource to purchase traffic Sign Blanks, from Stripe Rite, Spokane, WA, at an amount not to exceed $100,000.00 annually.

Summary (Background)

This vendor was selected via bid #5614-22 along with Intermountain as a primary vendor. The $100k price allocation is being shared between the two vendors.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 100,000.00	# 1100-21400-42640-53210-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HARRIS, CLINT E.	Study Session\Other	PIES 4/25/22
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	ceharris@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jklapp@spokanecity.org	
Additional Approvals		meveland@spokanecity.org	
Purchasing	PRINCE, THEA	rlynch@spokanecity.org	
		rrinderle@spokanecity.org	
		jwthomas@spokanecity.org	
		tbrazington@spokanecity.org	

CITY OF SPOKANE

Street Department

ITB 5614-22 (re-bid) Aluminum Sign Blanks – As Needed

Est Qty	Unit	Size H"	Size V"	Gauge	Shape	Corner Radius	Hole Center	Hole Centers From Edge	Sq. Ft.	Weight	Safeway Sign Company Unit Price Each	Safeway Sign Company Total Price	Stripe Rite Unit Price Each	Stripe Rite Total Price	Intermountain Unit Price Each	Intermountain Total Price
ITEMS IN .080 GAUGE																
1	EA	5	10	0.08	RECT	1/2"	8-1/2"	3/4"	0.35	0.390	$5.95	$5.95	$6.80	$6.80	$4.00	$4.00
1	EA	6	10	0.08	RECT	3/4"	8-1/2"	3/4"	0.42	0.468	$6.70	$6.70	$7.25	$7.25	$4.00	$4.00
1	EA	8	10	0.08	RECT	1-1/2"	8"	1"	0.56	0.624	$8.15	$8.15	$8.19	$8.19	$5.00	$5.00
1	EA	8	18	0.08	RECT	1"	9"	4" from Bottom	1.00	1.123	$12.80	$12.80	$11.10	$11.10	$6.00	$6.00
1	EA	8	24	0.08	RECT	1-1/2"	18"	1"	1.33	1.498	$16.25	$16.25	$13.77	$13.77	$9.00	$9.00
1	EA	12	6	0.08	RECT	1-1/2"	4"	1"	0.50	0.562	$7.60	$7.60	$4.19	$4.19	$5.00	$5.00
24	EA	12	12	0.08	SQ	1-1/2"	9"	1-1/2"	1.00	1.123	$12.80	$307.20	$6.12	$146.88	$5.00	$120.00
300	EA	12	18	0.08	RECT	1-1/2"	15"	1-1/2"	1.50	1.685	$18.00	$5,400.00	$7.98	$2,394.00	$6.85	$2,055.00
36	EA	12	24	0.08	RECT	1-1/2"	18"	3"	2.00	2.246	$23.25	$837.00	$10.10	$363.60	$11.00	$396.00
1	EA	12	36	0.08	RECT	1-1/2"	30"	3"	3.00	3.370	$33.65	$33.65	$14.85	$14.85	$16.50	$16.50
1000*	EA	18	6	0.08	RECT	1-1/2"	4"	1"	0.75	0.842	$13.70	$13,700.00	$11.07	$11,070.00	$7.25	$7,250.00
1	EA	18	12	0.08	RECT	1-1/2"	9"	1-1/2"	1.50	1.685	$18.00	$18.00	$7.98	$7.98	$7.00	$7.00
260	EA	18	18	0.08	SQ	1-1/2"	15"	1-1/2"	2.25	2.527	$25.85	$6,721.00	$11.28	$2,932.80	$12.20	$3,172.00
1	EA	18	18	0.08	DIAM	1-1/2"	18"	3-1/8"	2.25	2.527	$25.85	$25.85	$11.28	$11.28	$13.00	$13.00
1	EA	18	18	0.08	OCT	NA	15"	1-1/2"	2.25	2.527	$25.85	$25.85	$11.05	$11.05	$16.00	$16.00
50	EA	18	24	0.08	RECT	1-1/2"	18"	3"	3.00	3.370	$33.65	$1,682.50	$14.85	$742.50	$16.50	$825.00
1	EA	18	30	0.08	RECT	1-1/2"	24"	3"	3.75	4.212	$41.50	$41.50	$25.35	$25.35	$20.65	$20.65
1	EA	24	6	0.08	RECT	1-1/2"	4"	1"	1.00	1.123	$12.80	$12.80	$6.12	$6.12	$5.50	$5.50
30	EA	24	8	0.08	RECT	1-1/2"	6"	1"	1.33	1.498	$16.30	$489.00	$11.93	$358.02	$10.00	$300.00
1	EA	24	9	0.08	RECT	1-1/2"	7"	1"	1.50	1.685	$18.00	$18.00	$9.23	$9.23	$10.00	$10.00
1	EA	24	12	0.08	RECT	1-1/2"	9"	1-1/2"	2.00	2.246	$23.25	$23.25	$10.10	$10.10	$11.00	$11.00
24	EA	24	18	0.08	RECT	1-1/2"	15"	1-1/2"	3.00	3.379	$33.65	$807.60	$21.06	$505.44	$16.50	$396.00
20	EA	24	24	0.08	SQ	1-1/2"	18"	3"	4.00	4.493	$44.10	$882.00	$19.59	$391.82	$22.00	$440.00
20	EA	24	24	0.08	DIAM	1-1/2"	24"	4-11/32"	4.00	4.493	$44.10	$882.00	$19.59	$391.82	$22.00	$440.00
1	EA	24	24	0.08	OCT	NA	18"	3"	4.00	4.493	$44.10	$44.10	$18.20	$18.20	$25.00	$25.00
1	EA	24	30	0.08	RECT	1-1/2"	24"	3"	5.00	5.616	$54.55	$54.55	$23.34	$23.34	$27.50	$27.50
20	EA	24	36	0.08	RECT	1-1/2"	30"	3"	6.00	6.739	$64.95	$1,299.00	$29.04	$580.80	$16.50	$330.00
1	EA	24	42	0.08	RECT	1-1/2"	36"	3"	7.00	7.862	$75.40	$75.40	$43.94	$43.94	$44.00	$44.00
1	EA	24	48	0.08	RECT	1-1/2"	42"	3"	8.00	8.986	$85.80	$85.80	$46.41	$46.41	$44.00	$44.00
1	EA	30	6	0.08	RECT	1-1/2"	4"	1"	1.25	1.404	$15.40	$15.40	$7.80	$7.80	$8.00	$8.00
1	EA	30	8	0.08	RECT	1-1/2"	6"	1"	1.67	1.872	$19.75	$19.75	$13.46	$13.46	$10.00	$10.00
1000*	EA	30	9	0.08	RECT	1-1/2"	7"	1"	1.88	2.106	$29.30	$29,300.00	$19.11	$19,110.00	$14.37	$14,370.00
1	EA	30	12	0.08	RECT	1-1/2"	9"	1-1/2"	2.50	2.808	$28.45	$28.45	$14.95	$14.95	$13.75	$13.75
50	EA	30	18	0.08	RECT	1-1/2"	15"	1-1/2"	3.75	4.212	$41.50	$2,075.00	$25.35	$1,267.50	$20.60	$1,030.00
1	EA	30	24	0.08	RECT	1-1/2"	18"	3"	5.00	5.616	$54.55	$54.55	$24.34	$24.34	$27.50	$27.50
1	EA	30	30	0.08	SQ	1-7/8"	24"	3"	6.25	7.020	$67.55	$67.55	$30.23	$30.23	$34.30	$34.30
30	EA	30	30	0.08	DIAM	1-7/8"	30"	5-7/16"	6.25	7.020	$67.55	$2,026.50	$30.23	$906.90	$34.30	$1,029.00
1	EA	30	30	0.08	OCT	2-1/4"	24"	3"	6.25	7.020	$67.55	$67.55	$27.95	$27.95	$37.00	$37.00
1	EA	30	30	0.08	CIRC	2-1/4"	24"	3"	6.25	7.020	$67.55	$67.55	$30.88	$30.88	$37.00	$37.00
1	EA	30	30	0.08	TRI	1-1/2"	18"	3" From Top	6.25	7.020	$67.55	$67.55	$20.15	$20.15	$37.00	$37.00
1	EA	30	30	0.08	PENT	1-7/8"	21"	3" From Bottom	6.25	7.020	$67.55	$67.55	$24.01	$24.01	$37.00	$37.00
6	EA	30	36	0.08	RECT	1-7/8"	30"	3"	7.50	8.424	$80.60	$483.60	$36.17	$217.02	$37.00	$222.00
1	EA	30	42	0.08	RECT	1-7/8"	36"	3"	8.75	9.828	$93.65	$93.65	$53.95	$53.95	$52.50	$52.50
1	EA	30	48	0.08	RECT	1-7/8"	42"	3"	10.00	11.232	$106.70	$106.70	$47.98	$47.98	$55.00	$55.00
50*	EA	36	9	0.08	RECT	1-1/2"	7"	1"	2.25	2.527	$34.60	$1,730.00	$21.98	$1,098.75	$17.71	$885.50
1	EA	36	12	0.08	RECT	1-1/2"	9"	1-1/2"	3.00	3.370	$33.65	$33.65	$14.85	$14.85	$16.50	$16.50
1	EA	36	18	0.08	RECT	1-1/2"	15"	1-1/2"	4.50	5.054	$49.30	$49.30	$25.22	$25.22	$24.75	$24.75
1	EA	36	24	0.08	RECT	1-1/2"	18"	3"	6.00	6.739	$64.95	$64.95	$34.97	$34.97	$33.00	$33.00
1	EA	36	30	0.08	RECT	1-7/8"	24"	3"	7.50	8.424	$80.60	$80.60	$36.17	$36.17	$41.25	$41.25
1	EA	36	36	0.08	SQ	2-1/4"	30"	3"	9.00	10.109	$96.25	$96.25	$43.29	$43.29	$45.00	$45.00
1	EA	36	36	0.08	DIAM	2-1/4"	36"	6-1/2"	9.00	10.109	$96.25	$96.25	$43.29	$43.29	$45.00	$45.00
1	EA	36	36	0.08	OCT	NA	30"	3"	9.00	10.109	$96.25	$96.25	$41.57	$41.57	$48.00	$48.00
1	EA	36	36	0.08	CIRC	NA	30"	3"	9.00	10.109	$96.25	$96.25	$44.58	$44.58	$48.00	$48.00
12	EA	36	36	0.08	TRI	2"	21"	3" From Top	9.00	10.109	$96.25	$1,155.00	$24.48	$293.76	$45.00	$540.00
1	EA	36	36	0.08	PENT	2-1/4"	24"	3" From Bottom	9.00	10.109	$96.25	$96.25	$40.95	$40.95	$48.00	$48.00
1	EA	48	18	0.125	RECT	1-1/2"	NONE	NA	6.00	10.53	$64.95	$64.95	$32.29	$32.29	$33.00	$33.00
12	EA	48	24	0.125	RECT	1-1/2"	NONE	NA	8.00	14.040	$85.80	$1,029.60	$49.66	$595.92	$44.00	$528.00
6	EA	48	30	0.125	RECT	1-7/8"	NONE	NA	10.00	17.550	$106.70	$640.20	$51.23	$307.38	$55.00	$330.00
ITEMS IN .125 GAUGE																
1	EA	8	10	0.125	RECT	3/4"	8"	1"	0.56	0.975	$10.80	$10.80	$8.36	$8.36	$6.00	$6.00
50*	EA	36	9	0.125	RECT	1-1/2"	7"	1"	2.25	3.949	$46.15	$2,307.50	$26.01	$1,300.65	$28.00	$1,400.00
1	EA	36	12	0.125	RECT	1-1/2"	9"	1-1/2"	3.00	5.265	$47.90	$47.90	$27.81	$27.81	$21.00	$21.00
1	EA	36	18	0.125	RECT	1-1/2"	15"	1-1/2"	4.50	7.898	$70.65	$70.65	$39.77	$39.77	$30.00	$30.00
1	EA	36	24	0.125	RECT	1-1/2"	18"	3"	6.00	10.530	$93.45	$93.45	$51.71	$51.71	$36.00	$36.00
1	EA	36	30	0.125	RECT	1-7/8"	24"	3"	7.50	13.163	$116.20	$116.20	$63.67	$63.67	$48.75	$48.75
1	EA	36	36	0.125	SQ	2/1/4"	30"	3"	9.00	15.795	$138.95	$138.95	$75.62	$75.62	$60.00	$60.00
1	EA	36	36	0.125	DIAM	2/1/4"	36"	6-1/2"	9.00	15.795	$138.95	$138.95	$75.62	$75.62	$60.00	$60.00
1	EA	36	36	0.125	OCT	NA	30"	3"	9.00	15.795	$138.95	$138.95	$78.22	$78.22	$60.00	$60.00
1	EA	36	36	0.125	CIRC	NA	30"	3"	9.00	15.795	$138.95	$138.95	$78.22	$78.22	$60.00	$60.00
12	EA	36	36	0.125	TRI	2"	21"	3" From Top	9.00	15.795	$138.95	$1,667.40	$78.22	$938.64	$48.00	$576.00
1	EA	36	36	0.125	PENT	2-1/4"	24"	3" From Bottom	9.00	15.795	$138.95	$138.95	$78.22	$78.22	$60.00	$60.00
1 *	EA	42	9	0.125	RECT	1-1/2"	7"	1"	2.63	4.607	$53.30	$53.30	$33.57	$33.57	$30.00	$30.00
1 *	EA	48	9	0.125	RECT	1-1/2"	7"	1"	3.00	5.265	$60.45	$60.45	$36.56	$36.56	$35.00	$35.00
1	EA	48	18	0.125	RECT	1-1/2"	NONE	NA	6.00	10.530	$93.45	$93.45	$51.71	$51.71	$40.00	$40.00
12	EA	48	24	0.125	RECT	1-1/2"	NONE	NA	8.00	10.040	$123.75	$1,485.00	$67.65	$811.80	$54.50	$654.00
6	EA	48	30	0.125	RECT	1-7/8"	NONE	NA	10.00	17.550	$154.15	$924.90	$83.59	$501.54	$70.00	$420.00
1	EA	48	36	0.125	RECT	2-1/4"	NONE	NA	12.00	21.060	$184.50	$184.50	$99.53	$99.53	$65.00	$65.00
1	EA	48	48	0.125	SQ/DIAM	3"	NONE	NA	16.00	28.080	$245.20	$245.20	$131.40	$131.40	$96.00	$96.00
1	EA	60	24	0.125	RECT	1-1/2"	NONE	NA	10.00	17.550	$154.10	$154.10	$87.49	$87.49	$60.00	$60.00
1	EA	60	30	0.125	RECT	1-7/8"	NONE	NA	12.50	21.938	$192.05	$192.05	$107.42	$107.42	$75.00	$75.00
1	EA	60	36	0.125	RECT	2-1/4"	NONE	NA	15.00	26.325	$230.00	$230.00	$127.34	$127.34	$90.00	$90.00
1	EA	72	24	0.125	RECT	1-1/2"	NONE	NA	12.00	21.060	$184.45	$184.45	$103.43	$103.43	$72.00	$72.00
1	EA	72	30	0.125	RECT	1-7/8"	NONE	NA	15.00	26.325	$230.00	$230.00	$127.34	$127.34	$90.00	$90.00
1	EA	72	36	0.125	RECT	2-1/4"	NONE	NA	18.00	31.590	$275.55	$275.55	$151.24	$151.24	$108.00	$108.00
1	EA	90	18	0.125	RECT	1-1/2"	NONE	NA	11.25	19.744	$173.05	$173.05	$97.45	$97.45	$80.00	$80.00
1	EA	90	24	0.125	RECT	1-1/2"	NONE	NA	15.00	26.325	$230.00	$230.00	$127.34	$127.34	$90.00	$90.00
1	EA	96	18	0.125	RECT	1-1/2"	NONE	NA	12.00	21.060	$184.50	$184.50	$103.43	$103.43	$84.00	$84.00
1	EA	96	24	0.125	RECT	1-1/2"	NONE	NA	16.00	28.080	$245.20	$245.20	$135.30	$135.30	$96.00	$96.00
1	EA	96	30	0.125	RECT	1-7/8"	NONE	NA	20.00	35.100	$305.90	$305.90	$167.18	$167.18	$140.00	$140.00
1	EA	96	36	0.125	RECT	2-1/4"	NONE	NA	24.00	42.120	$366.50	$366.50	$199.06	$199.06	$150.00	$150.00
1	EA	102	18	0.125	RECT	1-1/2"	NONE	NA	12.75	22.376	$195.85	$195.85	$153.61	$153.61	$85.00	$85.00
1	EA	102	24	0.125	RECT	1-1/2"	NONE	NA	17.00	29.835	$260.35	$260.35	$187.47	$187.47	$102.00	$102.00
1	EA	108	18	0.125	RECT	1-1/2"	NONE	NA	13.50	23.693	$207.25	$207.25	$159.59	$159.59	$102.00	$102.00

1	EA	108	24	0.125	RECT	1-1/2"	NONE	NA	18.00	31.590	$275.55	$275.55	$195.44	$195.44	$108.00	$108.00
1	EA	114	18	0.125	RECT	1-1/2"	NONE	NA	14.25	25.009	$218.65	$218.65	$165.56	$165.56	$102.00	$102.00
1	EA	114	24	0.125	RECT	1-1/2"	NONE	NA	19.00	33.345	$290.70	$290.70	$203.41	$203.41	$114.00	$114.00
1	EA	120	18	0.125	RECT	1-1/2"	NONE	NA	15.00	26.325	$230.00	$230.00	$171.54	$171.54	$105.00	$105.00
1	EA	120	24	0.125	RECT	1-1/2"	NONE	NA	20.00	35.100	$305.90	$305.90	$211.38	$211.38	$120.00	$120.00
1	EA	126	18	0.125	RECT	1-1/2"	NONE	NA	15.75	27.641	$241.40	$241.40	$177.52	$177.52	$112.00	$112.00
1	EA	126	24	0.125	RECT	1-1/2"	NONE	NA	21.00	36.855	$321.05	$321.05	$219.35	$219.35	$126.00	$126.00
1	EA	132	18	0.125	RECT	1-1/2"	NONE	NA	16.50	28.958	$252.80	$252.80	$183.50	$183.50	$119.00	$119.00
1	EA	132	24	0.125	RECT	1-1/2"	NONE	NA	22.00	38.610	$336.25	$336.25	$227.32	$227.32	$132.00	$132.00
1	EA	138	18	0.125	RECT	1-1/2"	NONE	NA	17.25	30.274	$264.15	$264.15	$189.46	$189.46	$126.00	$126.00
1	EA	138	24	0.125	RECT	1-1/2"	NONE	NA	23.00	40.365	$351.40	$351.40	$235.29	$235.29	$138.00	$138.00
1	EA	144	18	0.125	RECT	1-1/2"	NONE	N/A	18.00	31.590	$275.55	$275.55	$195.44	$195.44	$136.00	$136.00
1	EA	144	24	0.125	RECT	1-1/2"	NONE	N/A	24.00	42.120	$367.50	$367.50	$243.26	$243.26	$144.00	$144.00
										Subtotal Bid	**$88,615.45**		**53,742.72**		**$42,426.95**	
										Tax 9%	$7,975.39		$4,836.84		$3,818.43	
										Extended Total	$96,590.84		$58,579.56		$46,245.38	
Any items not covered by the list above will be priced at $_____ per pound, limited to two (2) holes per blank.											$17.15		$6.00		$3.40	
Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract. Enter Profit Margin.											15%		10%		did not provide	
The quantities are estimates for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.																

PRICING FOR SPRING ORDER											Safeway Sign Company		Stripe Rite		Intermountain Sign and Safety	
Qty	**Unit**	**Size**		**Gauge**	**Shape**	**Corner**	**Hole**	**Hole Centers**	**Sq.**		Unit Price	Total	Unit Price	Total	Unit Price	Total
		H"	**V"**			**Radius**	**Center**	**From Edge**	**Ft.**	**Weight**	Each	Price	Each	Price	Each	Price
1000*	EA	18	6	RECT	0.08	1-1/2"	4"	1"	0.75	0.842	$11.40	$11,400.00	$11.07	$11,070.00	$6.45	$6,450.00
600*	EA	30	9	RECT	0.08	1-1/2"	7"	1"	1.88	2.106	$23.35	$14,010.00	$19.11	$11,466.00	$13.95	$8,370.00
500*	EA	36	9	RECT	0.08	1-1/2"	7"	1"	2.25	2.527	$27.35	$13,675.00	$21.98	$10,990.00	$16.65	$8,325.00
200*	EA	42	9	RECT	0.125	1-1/2"	7"	1"	2.63	4.607	$39.45	$7,890.00	$33.99	$6,798.00	$26.00	$5,200.00
300*	EA	48	9	RECT	0.125	1-1/2"	7"	1"	3.00	5.265	$44.60	$13,380.00	$34.05	$10,215.00	$29.00	$8,700.00
54	EA	12	12	SQ	0.08	1-1/2"	9"	1-1/2"	1.00	1.123	$11.15	$602.10	$6.12	$330.48	$4.50	$243.00
400	EA	12	18	RECT	0.08	1-1/2"	15"	1-1/2"	1.50	1.685	$15.00	$6,000.00	$7.98	$3,192.00	$6.83	$2,732.00
60	EA	12	24	RECT	0.08	1-1/2"	18"	3"	2.00	2.246	$18.90	$1,134.00	$10.10	$606.00	$9.15	$549.00
60	EA	12	36	RECT	0.08	1-1/2"	30"	3"	3.00	3.370	$26.70	$1,602.00	$14.85	$891.00	$13.75	$825.00
90	EA	18	18	SQ	0.08	1-1/2"	15"	1-1/2"	2.25	2.527	$20.85	$1,876.50	$11.28	$1,015.20	$10.25	$922.50
50	EA	18	24	RECT	0.08	1-1/2"	18"	3"	3.00	3.370	$26.70	$1,335.00	$14.85	$742.50	$13.75	$687.50
20	EA	24	6	RECT	0.08	1-1/2"	4"	1"	1.00	1.123	$11.15	$223.00	$6.12	$122.40	$4.60	$92.00
60	EA	24	8	RECT	0.08	1-1/2"	6"	1"	1.33	1.498	$13.75	$825.00	$11.93	$715.80	$6.15	$369.00
50	EA	24	18	RECT	0.08	1-1/2"	15"	1-1/2"	3.00	3.379	$26.70	$1,335.00	$14.85	$742.50	$13.75	$687.50
50	EA	24	24	SQ	0.08	1-1/2"	18"	3"	4.00	4.493	$34.40	$1,720.00	$19.59	$979.50	$18.30	$915.00
30	EA	24	24	DIAM	0.08	1-1/2"	24"	4-11/32"	4.00	4.493	$34.40	$1,032.00	$19.59	$587.70	$18.30	$549.00
126	EA	24	30	RECT	0.08	1-1/2"	24"	3"	5.00	5.616	$42.20	$5,317.20	$24.34	$3,066.84	$22.85	$2,879.10
100	EA	24	36	RECT	0.08	1-1/2"	30"	3"	6.00	6.739	$49.95	$4,995.00	$29.04	$2,904.00	$27.45	$2,745.00
50	EA	30	30	SQ	0.08	1-7/8"	24"	3"	6.25	7.020	$51.90	$2,595.00	$30.23	$1,511.50	$28.25	$1,412.50
50	EA	30	30	DIAM	0.08	1-7/8"	30"	5-1/4"	6.25	7.020	$51.90	$2,595.00	$30.23	$1,511.50	$28.25	$1,412.50
20	EA	30	36	RECT	0.08	1-7/8"	30"	3"	7.50	8.424	$61.60	$1,232.00	$36.17	$723.40	$33.90	$678.00
200	EA	36	12	RECT	0.08	1-1/2"	9"	1-1/2"	3.00	3.370	$26.65	$5,330.00	$14.85	$2,970.00	$13.75	$2,750.00
90	EA	36	18	RECT	0.08	1-1/2"	15"	1-1/2"	4.50	5.054	$38.30	$3,447.00	$21.97	$1,977.30	$20.60	$1,854.00
50	EA	36	36	DIAM	0.08	2-1/4"	36"	6-1/2"	9.00	10.109	$73.20	$3,660.00	$43.29	$2,164.50	$41.00	$2,050.00
10	EA	36	36	CIRC	0.08	NA	30"	3"	9.00	10.109	$73.20	$732.00	$44.58	$445.80	$41.00	$410.00
20	EA	36	36	TRI	0.08	2"	21"	2-3/4"	9.00	10.109	$73.20	$1,464.00	$24.48	$489.60	$20.60	$412.00
8	EA	36	36	OCT	0.08	NA	30"	3"	9.00	10.109	$73.20	$585.60	$41.57	$332.56	$41.00	$328.00
12	EA	48	18	RECT	0.08	1-1/2"	NONE	NA	6.00	10.53	$49.95	$599.40	$29.04	$348.48	$20.00	$240.00
12	EA	48	30	RECT	0.08	1-7/8"	NONE	NA	10.00	17.550	$81.00	$972.00	$47.98	$575.76	$45.70	$548.40
6	EA	18	18	OCT	0.08	NA	15"	1-1/2"	2.25	2.527	$20.85	$125.10	$10.88	$65.28	$10.20	$61.20
10	EA	96	24	RECT	0.125	1-1/2"	NONE	NA	16.00	28.080	$177.10	$1,771.00	$135.40	$1,354.00	$80.00	$800.00
4	EA	96	18	RECT	0.125	1-1/2"	NONE	NA	12.00	21.060	$133.65	$534.60	$103.43	$413.72	$60.00	$240.00
2	EA	120	18	RECT	0.125	1-1/2"	NONE	NA	15.00	26.325	$166.25	$332.50	$171.54	$343.08	$75.00	$150.00
										Subtotal	**$114,327.00**		**$81,661.40**		**$64,587.20**	
										Tax 9%	**$10,289.43**		**$7,349.53**		**$5,812.85**	
										Extended Total	**$124,616.43**		**$89,010.93**		**$70,400.05**	

Bid Response Summary

Bid Number ITB 5614-22 (RE-BID)
Bid Title Aluminum Sign Blanks – As Needed
Due Date Monday, March 28, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Stripe Rite
Submitted By Tonie Meyers - Monday, March 28, 2022 11:23:46 AM [(UTC-08:00) Pacific Time (US & Canada)]
tonie@striperite.com 509 418-2476
Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	0
BACKGROUND			
	#1	The City of Spokane's Street Department, located at 901 N. Nelson Street, Spokane WA 99202 works under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this request for quotes to solicit quotes from vendors who have a proven ability to provide spec'd Aluminum Sign Blanks – As Needed.	I agree and I acknowledge
	#2	Annual Requirements: Street Department normally places an initial large Spring-time order, and an additional smaller order(s) during the year (implied 12-month period).	I agree and I acknowledge
	#3	Resulting Contract(s) would result in Value Blanket(s) for a five-year period, to allow Street Department to procure Aluminum Sign Blanks – As Needed. The City does not bind itself to purchase the full quantities stipulated in the proposal as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
	#4	More than one contract may be awarded. Award of contract(s), when and if made, will be to the proposer whose Proposal is the most favorable to the City. Contract is optional (non-exclusive) use. The City Council shall make the award of contract(s)	I agree and I acknowledge
	#5	Value Blanket(s) would be established to enable as-needed orders to be placed.	I agree and I acknowledge
	#5.1	Streets is looking at placing an initial order, reference attachment "Pricing for Spring Order Pricing".	I agree and I acknowledge
SUBMISSION OF BIDS			

	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			
	#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS			
	#1	WITHDRAWAL OF BIDS Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and 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.	I agree and I acknowledge
	#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	Yes
BIDDER INFORMATION			
	#1	Company Name	Stripe Rite Inc
	#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Tonie Meyers 509 418-2476 tonie@striperite.com
	#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this RFQ, to furnish items at the prices stated.	I agree and I acknowledge

	#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	#4	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Tonie Meyers 509 418-2476 tonie@striperite.com
	#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-responsible. If no client list is provided, the City may deem you non-responsive.	StripeRite_Contact_list.xlsx
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE			
	1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
	2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
	3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records	I agree and I acknowledge
	4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I agree and I acknowledge
	#2	City of Spokane Business Registration Number	STRIPRI 121 JM
ORGANIZATION			
	#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
ADDITIONAL ITEMS			
	#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE			
	#1	Vendor (is___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women	Is Not
SMALL BUSINESS			
	#1	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.	I certify no agreement was entered
INTERLOCAL PURCHASE AGREEMENTS			

	#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the 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.	Yes
ACCEPTANCE PERIOD			
	#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
CONTRACT PERIOD			
	#1	The period of performance of any contract(s) resulting from this ITB is tentatively scheduled to begin on or about June 1, 2022 , and to end on May 31, 2027. The total contract period not to exceed five (5) years.	I agree and I acknowledge
DISCOUNT PERCENTAGES			
	#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals.	I agree and 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.	I agree and I acknowledge
	#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.	I agree and I acknowledge
PCB CERTIFICATION			
	#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyis (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 measurable 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 packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS			
	#1	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Yes
	#2	Time is of the essence in the performance of this contract after a delivery schedule is established.	I agree and I acknowledge
	#3	Material Safety Data Sheets must be included with Bid Proposal forms if applicable.	I agree and I acknowledge
	#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
	#5	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.	I agree and I acknowledge
	#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
	#7	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
	#8	If you took exception to #1 through #7 above explain in detail.	
SPECIAL INSTRUCTIONS - GENERAL			
	#1	The purpose of these specifications is to provide the City of Spokane with a Blanket Order for the furnishing and delivery of specified Aluminum Sign Blanks for a period of five (5) years.	I agree and I acknowledge
	#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design. Any item that does not meet specifications will not be acceptable	I agree and I acknowledge
	#2.1	The omission of any standard feature described herein shall not void the bidder’s responsibility to furnish a complete unit with all standard equipment of the manufacturer’s latest model and design. Equipment to be furnished shall be new and unused unless.	I agree and I acknowledge

	#3	Annual Quantities shown on “Pricing Page Aluminum Sign Blanks” are estimates only and are not to be construed as firm or guaranteed. Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I agree and I acknowledge
	#4	Aluminum Sign Blanks must meet specifications set forth below.	Yes
	#4.1	Bidder MUST complete and upload "Technical Specifications ITB 5614-22" from Documents Tab. Upload Here	TECHNICAL SPECIFICATIONS ITB 5614-22 (2).pdf
	#4.2	Does Vendor process the materials themselves or subcontract?	subcontract
	#4.2.1	If you subcontract - please indicate to whom:	US Standard
	#4.3	Does Vendor conversion coat the materials themselves or subcontract?	themselves
	#4.3.1	If you subcontract - please indicate to whom:	
	#5	If you took exception to #1 through #4.3.1 above, explain in detail.	
	#6	If the product differs from the provisions contained herein, these differences must be explained in detail.	
	#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter.pdf
	#8	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	Stripe Rite 3117 E Ferry Ave Spokane, WA 99202
	#9	Aluminum Sign Blanks delivered that do not meet specifications will not be accepted.	I agree and I acknowledge
	#10	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	OK
	#11	Bidder shall state lead time in calendar days for delivery upon receipt of order. Enter number of calendar days here:	30 days
	#12	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
F.O.B. DELIVERY POINT:			
	#1	FOB Delivery Point: Spokane Street Department, 901 N. Nelson Street, Spokane WA 99202.	I agree and I acknowledge
	#2	FREIGHT/SHIPPING IS THE RESPONSIBILITY OF THE WINNING VENDOR	I agree and I acknowledge
	#3	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
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 will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
	#1.1	UNIT PRICE: Should not include tax.	I agree and I acknowledge
	#1.2	Bidder MUST complete and upload "Pricing Page ITB 5614-22" from Documents Tab. Upload Here	Pricing Page ITB 5614-22 (2).pdf
	#1.3	Bidder MUST complete and upload "Pricing For Spring Order ITB 5614-22" from Documents Tab. Upload Here.	Pricing For Spring Order Pricing- ITB 5614-22 (2).pdf
	#2	PRICING ADJUSTMENTS: Pricing shall be firm for a period of 6 months.	I agree and I acknowledge
	#2.1	Pricing adjustment requests for Aluminum Sign Blanks will be considered on a semi-annual basis thereafter.	I agree and I acknowledge
	#2.2	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing a minimum of thirty (30) days in advance and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
	#2.3	Back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor’s documentation.	I agree and I acknowledge
	#2.3.1	City will accept the American Metal Market (AMM) index in lieu of the Producer Price Index (PPI) for price adjustment requests. City will not pay to subscribe to the AMM database so the vendor will need to send that backup, along with any other justification, with their written request.	I agree and I acknowledge
	#2.4	Adjustments to pricing shall be to not produce a higher profit margin.	I agree and I acknowledge
	#2.4.1	Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.	I agree and I acknowledge
	#2.4.1.1	Enter Profit Margin.	10%
	#2.5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
	#3	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
BID EVALUATION			
	#1	Evaluation of bids shall be based upon the following criteria, where applicable:	Yes

	#2	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 agree and I acknowledge
	#3	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge
	#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
	#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	I agree and I acknowledge
	#6	The quality of performance of previous contracts or services	I agree and I acknowledge
	#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	I agree and I acknowledge
	#8	The previous and existing compliance by the Bidder with the laws relating to the contract or services	I agree and I acknowledge
	#9	Uniformity or interchangeability.	I agree and I acknowledge
	#10	The energy efficiency of the product throughout its life.	I agree and I acknowledge
	#11	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS			
	#1	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 agree and I acknowledge
BIDDER PREQUALIFICATION:			
	#1	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 agree and I acknowledge
REJECTION OF BIDS			
	#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids 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 agree and I acknowledge
AWARD OF CONTRACT			
	#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge

ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
	#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here

THESE TWO PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

TECHNICAL SPECIFICATIONS

It is the intent of these specifications to describe Aluminum Sign Blanks. Exceptions to minimum specifications will be evaluated and City will make final determination if product bid is equivalent and will be approved. City reserves the right to request additional information/samples/site visit for evaluation. Bidder must acknowledge each specification shown in Section III, Technical Specifications, as follows:

A. "To Be Supplied" Column
Bidder will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

B. "Exceptions" Column
Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number).

MINIMUM SPECS. CALLED FOR	TO BE SUPPLIED	EXCEPTIONS
Sign blanks must be virgin aluminum, conforming to alloys 6061-T6, or 5052-H36 or H38.	TM	
Signs blanks must be conversion coated to ASTM B-921 standards	TM	
Indicate conversion coating used -	B921	
Hole centers and corner radii must be cut as specified on pricing page. All holes are 3/8".	TM	
Sign blanks must be square and accurately measured. All dimensions are +/- 1/32".	TM	
All edges must be filed/ deburred. Blanks with sharp edges will not be accepted	TM	
Each blank must lay flat without distortion, stress warp, or curvature, when laid unweighted on a horizontal plane surface.	TM	
All blanks must be clean, free of all greases, oils, lubricants, silicone or other contaminants.	TM	
Splicing of Type IV sheeting is not allowed. Sign blanks that require sheeting must have single sheets applied to them.	TM	
Indicate sheeting manufacturer - Indicate sheeting product code -	3M 3930	
Sign blanks with Type IV sheeting will be mounted horizontally. Install and orient sheeting per manufacturers specifications.	TM	
Sign blanks with Type IV sheeting shall be shipped with slip sheeting protecting 100% of each sign face.	TM	
Sufficient Inventory to supply the needs of the Purchaser shall be maintaned by the Vendor	TM	
The Vendor guarantees all of the work or materials described in the specifications, including any authorized modifications thereto, for a period of 30 days from the date of final acceptance of the work, and the Vendor guarantees the sign reflectivity for a period of 10 years from the date of final acceptance of the work as follows:	TM	
a) Against all faulty or imperfect materials, and against all imperfect or careless and/or unskilled workmanship	TM	
b) Against all injury or undue deterioration from proper and usual use of the work	TM	
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.	TM	
Orders are time sensitive. Complete order delivery date must be within 30 calendar days ARO.	TM	
Vendor or freight line must give 24 hours notice to (509) 232-8803 before delivery to arrange for unloading	TM	
Blanks must be delivered in packages of 10 or less on pallets. Pallets must not exceed 2000 lbs.	TM	

THESE THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

Pricing Pages - Aluminum Sign Blanks

QUANTITY	UNIT	SIZE		SHAPE	CORNER RADIUS	HOLE CENTER	HOLE CENTERS FROM EDGE	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
		H	V								
ITEMS IN .080 GAUGE											
1	EA	5	10	RECT	1/2"	8-1/2"	3/4"	0.35	0.390	6.80	6.80
1	EA	6	10	RECT	3/4"	8-1/2"	3/4"	0.42	0.468	7.25	7.25
1	EA	8	10	RECT	1-1/2''	8"	1"	0.56	0.624	8.19	8.19
1	EA	8	18	RECT	1"	9"	4" FROM BOTTOM	1.00	1.123	11.10	11.10
1	EA	8	24	RECT	1-1/2"	18"	1"	1.33	1.498	13.77	13.77
1	EA	12	6	RECT	1-1/2''	4"	1"	0.50	0.562	4.19	4.19
24	EA	12	12	SQ	1-1/2''	9"	1-1/2"	1.00	1.123	6.12	146.95
300	EA	12	18	RECT	1-1/2''	15''	1-1/2"	1.50	1.685	7.98	2394.60
36	EA	12	24	RECT	1-1/2"	18"	3"	2.00	2.246	10.10	363.64
1	EA	12	36	RECT	1-1/2"	30''	3"	3.00	3.370	14.85	14.85
1000 *	EA	18	6	RECT	1-1/2"	4"	1"	0.75	0.842	11.07	11070.00
1	EA	18	12	RECT	1-1/2"	9"	1-1/2"	1.50	1.685	7.98	7.98
260	EA	18	18	SQ	1-1/2"	15"	1-1/2"	2.25	2.527	11.28	2933.84
1	EA	18	18	DIAM	1-1/2"	18"	3-1/8"	2.25	2.527	11.28	11.28
1	EA	18	18	OCT	NA	15"	1-1/2"	2.25	2.527	11.05	11.05
50	EA	18	24	RECT	1-1/2"	18"	3"	3.00	3.370	14.85	742.30
1	EA	18	30	RECT	1-1/2"	24"	3"	3.75	4.212	25.35	25.35
1	EA	24	6	RECT	1-1/2"	4"	1"	1.00	1.123	6.12	6.12
30	EA	24	8	RECT	1-1/2"	6"	1"	1.33	1.498	11.93	358.02
1	EA	24	9	RECT	1-1/2"	7"	1"	1.50	1.685	9.23	9.23
1	EA	24	12	RECT	1-1/2"	9"	1-1/2"	2.00	2.246	10.10	10.10
24	EA	24	18	RECT	1-1/2"	15"	1-1/2"	3.00	3.370	21.06	505.44
20	EA	24	24	SQ	1-1/2"	18"	3"	4.00	4.493	19.59	391.82
20	EA	24	24	DIAM	1-1/2"	24"	4-11/32"	4.00	4.493	19.59	391.82
1	EA	24	24	OCT	NA	18"	3"	4.00	4.493	18.20	18.20
1	EA	24	30	RECT	1-1/2"	24"	3"	5.00	5.616	24.34	24.34
20	EA	24	36	RECT	1-1/2''	30''	3"	6.00	6.739	29.04	580.84
1	EA	24	42	RECT	1-1/2''	36"	3"	7.00	7.862	43.94	43.94
1	EA	24	48	RECT	1-1/2''	42"	3"	8.00	8.986	46.41	46.41
1	EA	30	6	RECT	1-1/2"	4"	1"	1.25	1.404	7.80	7.80
1	EA	30	8	RECT	1-1/2"	6"	1"	1.67	1.872	13.46	13.46
1000 *	EA	30	9	RECT	1-1/2"	7"	1"	1.88	2.106	19.11	19110.00
1	EA	30	12	RECT	1-1/2"	9"	1-1/2"	2.50	2.808	14.95	14.95
50	EA	30	18	RECT	1-1/2"	15"	1-1/2"	3.75	4.212	25.35	1267.50
1	EA	30	24	RECT	1-1/2"	18"	3"	5.00	5.616	24.34	24.34
1	EA	30	30	SQ	1-7/8"	24"	3"	6.25	7.020	30.23	30.23
30	EA	30	30	DIAM	1-7/8"	30"	5-7/16"	6.25	7.020	30.23	906.75
1	EA	30	30	OCT	NA	24"	3"	6.25	7.020	27.95	27.95
1	EA	30	30	CIRC	NA	24"	3"	6.25	7.020	30.88	30.88
1	EA	30	30	TRI	1-1/2''	18"	3" FROM TOP	6.25	7.020	20.15	20.15
1	EA	30	30	PENT	1-7/8"	21"	3" FROM BOTTOM	6.25	7.020	24.01	24.01
6	EA	30	36	RECT	1-7/8"	30"	3"	7.50	8.424	36.17	217.00
1	EA	30	42	RECT	1-7/8"	36"	3"	8.75	9.828	53.95	53.95

Pricing Pages - Aluminum Sign Blanks

QUANTITY	UNIT	SIZE		SHAPE	CORNER RADIUS	HOLE CENTER	HOLE CENTERS FROM EDGE	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
		H	V								
1	EA	30	48	RECT	1-7/8"	42”	3”	10.00	11.232	47.98	47.98
50 *	EA	36	9	RECT	1-1/2’’	7’’	1”	2.25	2.527	21.98	1098.75
1	EA	36	12	RECT	1-1/2”	9”	1-1/2”	3.00	3.370	14.85	14.85
1	EA	36	18	RECT	1-1/2”	15”	1-1/2”	4.50	5.054	25.22	25.22
1	EA	36	24	RECT	1-1/2”	18”	3”	6.00	6.739	34.97	34.97
1	EA	36	30	RECT	1-7/8”	24”	3”	7.50	8.424	36.17	36.17
1	EA	36	36	SQ	2-1/4"	30”	3”	9.00	10.109	43.29	43.29
1	EA	36	36	DIAM	2-1/4"	36"	6-1/2"	9.00	10.109	43.29	43.29
1	EA	36	36	OCT	NA	30”	3”	9.00	10.109	41.57	41.57
1	EA	36	36	CIRC	NA	30”	3”	9.00	10.109	44.58	44.58
12	EA	36	36	TRI	2"	21"	3" FROM TOP	9.00	10.109	24.48	293.75
1	EA	36	36	PENT	2-1/4"	24"	3" FROM BOTTOM	9.00	10.109	40.95	40.95
1	EA	48	18	RECT	1-1/2”	NONE	NA	6.00	6.739	32.29	32.29
12	EA	48	24	RECT	1-1/2”	NONE	NA	8.00	8.986	49.66	595.92
6	EA	48	30	RECT	1-7/8”	NONE	NA	10.00	11.232	51.23	307.40
ITEMS IN .125 GAUGE											
1	EA	8	10	RECT	3/4”	8”	1”	0.56	0.975	8.36	8.36
50 *	EA	36	9	RECT	1-1/2’’	7’’	1”	2.25	3.949	26.01	1300.65
1	EA	36	12	RECT	1-1/2”	9”	1-1/2”	3.00	5.265	27.81	27.81
1	EA	36	18	RECT	1-1/2”	15”	1-1/2”	4.50	7.898	39.77	39.77
1	EA	36	24	RECT	1-1/2”	18”	3”	6.00	10.530	51.71	51.71
1	EA	36	30	RECT	1-7/8”	24”	3”	7.50	13.163	63.67	63.67
1	EA	36	36	SQ	2-1/4"	30”	3”	9.00	15.795	75.62	75.62
1	EA	36	36	DIAM	2-1/4"	36"	6-1/2"	9.00	15.795	75.62	75.62
1	EA	36	36	OCT	NA	30”	3”	9.00	15.795	78.22	78.22
1	EA	36	36	CIRC	NA	30”	3”	9.00	15.795	78.22	78.22
12	EA	36	36	TRI	2"	21"	3" FROM TOP	9.00	15.795	78.22	938.65
1	EA	36	36	PENT	2-1/4"	24"	3" FROM BOTTOM	9.00	15.795	78.22	78.22
1 *	EA	42	9	RECT	1-1/2”	7”	1”	2.63	4.607	33.57	33.57
1 *	EA	48	9	RECT	1-1/2”	7”	1”	3.00	5.265	36.56	36.56
1	EA	48	18	RECT	1-1/2”	NONE	NA	6.00	10.530	51.71	51.71
12	EA	48	24	RECT	1-1/2”	NONE	NA	8.00	14.040	67.65	811.82
6	EA	48	30	RECT	1-7/8”	NONE	NA	10.00	17.550	83.59	501.54
1	EA	48	36	RECT	2-1/4"	NONE	NA	12.00	21.060	99.53	99.53
1	EA	48	48	SQ/DIAM	3"	NONE	NA	16.00	28.080	131.40	131.40
1	EA	60	24	RECT	1-1/2”	NONE	NA	10.00	17.550	87.49	87.49
1	EA	60	30	RECT	1-7/8”	NONE	NA	12.50	21.938	107.42	107.42
1	EA	60	36	RECT	2-1/4"	NONE	NA	15.00	26.325	127.34	127.34
1	EA	72	24	RECT	1-1/2”	NONE	NA	12.00	21.060	103.43	103.43
1	EA	72	30	RECT	1-7/8”	NONE	NA	15.00	26.325	127.34	127.34
1	EA	72	36	RECT	2-1/4"	NONE	NA	18.00	31.590	151.24	151.24
1	EA	90	18	RECT	1-1/2”	NONE	NA	11.25	19.744	97.45	97.45
1	EA	90	24	RECT	1-1/2”	NONE	NA	15.00	26.325	127.34	127.34
1	EA	96	18	RECT	1-1/2”	NONE	NA	12.00	21.060	103.43	103.43

Pricing Pages - Aluminum Sign Blanks

QUANTITY	UNIT	SIZE		SHAPE	CORNER RADIUS	HOLE CENTER	HOLE CENTERS FROM EDGE	SQ. FT.	WEIGHT	UNIT PRICE	TOTAL
		H	V								
1	EA	96	24	RECT	1-1/2”	NONE	NA	16.00	28.080	135.30	135.30
1	EA	96	30	RECT	1-7/8”	NONE	NA	20.00	35.100	167.18	167.18
1	EA	96	36	RECT	2-1/4"	NONE	NA	24.00	42.120	199.06	199.06
1	EA	102	18	RECT	1-1/2”	NONE	NA	12.75	22.376	153.61	153.61
1	EA	102	24	RECT	1-1/2”	NONE	NA	17.00	29.835	187.47	187.47
1	EA	108	18	RECT	1-1/2”	NONE	NA	13.50	23.693	159.59	159.59
1	EA	108	24	RECT	1-1/2”	NONE	NA	18.00	31.590	195.44	195.44
1	EA	114	18	RECT	1-1/2”	NONE	NA	14.25	25.009	165.56	165.56
1	EA	114	24	RECT	1-1/2”	NONE	NA	19.00	33.345	203.41	203.41
1	EA	120	18	RECT	1-1/2”	NONE	NA	15.00	26.325	171.54	171.54
1	EA	120	24	RECT	1-1/2”	NONE	NA	20.00	35.100	211.38	211.38
1	EA	126	18	RECT	1-1/2”	NONE	NA	15.75	27.641	177.52	177.52
1	EA	126	24	RECT	1-1/2”	NONE	NA	21.00	36.855	219.35	219.35
1	EA	132	18	RECT	1-1/2”	NONE	NA	16.50	28.958	183.50	183.50
1	EA	132	24	RECT	1-1/2”	NONE	NA	22.00	38.610	227.32	227.32
1	EA	138	18	RECT	1-1/2”	NONE	NA	17.25	30.274	189.46	189.46
1	EA	138	24	RECT	1-1/2”	NONE	NA	23.00	40.365	235.29	235.29
1	EA	144	18	RECT	1-1/2”	NONE	NA	18.00	31.590	195.44	195.44
1	EA	144	24	RECT	1-1/2”	NONE	NA	24.00	42.120	243.26	243.26
		TOTAL BID									$53,745.11
		WA STATE SALES TAX (9.0%)									$4,837.06
		GRAND TOTAL									$58,582.17

Any items not covered by the list above will be priced at $ 6.00 per pound, limited to two (2) holes per blank.

*** Sheeted with ASTM D4956-04 Type IV White sheeting.**

The quantities are estimates for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.

PRICING ADJUSTMENTS: Pricing shall be firm for a period of 6 months.
Pricing adjustment requests for Aluminum Sign Blanks will be considered on a semi-annual basis thereafter. All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing a minimum of thirty (30) days in advance and cannot be applied retroactively to orders already placed with the Vendor. Back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor’s documentation. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser. Adjustments to pricing shall be to not produce a higher profit margin than that on the original contract. The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.

Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.

ENTER PROFIT MARGIN: 10%

THESE TWO PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM

Pricing For Spring Order:

2022 City of Spokane Sign Blank Order Form.

*Sheet with Type IV High intensity Prismatic Reflective Sheeting
All holes to be 3/8". All specifications to be within 1/32"

Item #	Quantity	Size	Gauge	Shape	Corner Radius	Hole Centers	Hole Center from Edge	Price each	Total
1. *	1000	18''x 06''	.080	Rect.	1.5''	4''	1''	11.07	11070.00
2. *	600	30''x 09''	.080	Rect.	1.5''	7''	1''	19.11	11466.00
3. *	500	36''x 09''	.080	Rect.	1.5''	7''	1''	21.98	10987.50
4. *	200	42''x 09''	.125	Rect.	1.5''	7''	1''	33.99	6798.00
5. *	300	48''x 09''	.125	Rect.	1.5''	7''	1''	34.05	10215.00
6.	54	12''x12''	.080	Sq.	1.5''	9''	1.5''	6.12	330.64
7.	400	12''x 18''	.080	Rect.	1.5''	15''	1.5''	7.98	3192.80
8.	60	12''x24''	.080	Rect.	1.5''	18''	3''	10.10	606.06
9.	60	12''x 36''	.080	Rect.	1.5''	30''	3''	14.85	890.76
10.	90	18''x 18''	.080	Sq.	1.5''	15''	1.5''	11.28	1015.56
11.	50	18''x24''	.080	Rect.	1.5''	18''	3''	14.85	742.30
12.	20	24''x06''	.080	Rect.	1.5''	4''	1''	6.12	122.46
13.	60	24''x 08''	.080	Rect.	1.5''	6''	1''	11.93	716.04
14.	50	24''x 18''	.080	Rect.	1.5''	15''	1.5''	14.85	742.30

15.	**50**	**24''x24''**	**.080**	**Sq.**	**1.5''**	**18''**	**3''**	**19.59**	**979.55**
16.	**30**	**24''x 24''**	**.080**	**Dia.**	**1.5''**	**24''**	**4.375''**	**19.59**	**587.73**
17.	**126**	**24''x 30''**	**.080**	**Rect.**	**1.5''**	**24''**	**3''**	**24.34**	**3066.34**
18.	**100**	**24''x 36''**	**.080**	**Rect.**	**1.5''**	**30''**	**3''**	**29.04**	**2904.20**
19.	**50**	**30''x30''**	**.080**	**Sq.**	**1.875**	**24''**	**3''**	**30.23**	**1511.25**
20.	**50**	**30''x 30''**	**.080**	**Dia.**	**1.875''**	**30''**	**5.25''**	**30.23**	**1511.25**
21.	**20**	**30''x 36''**	**.080**	**Rect.**	**1.875''**	**30''**	**3''**	**36.17**	**723.32**
22.	**200**	**36''x12''**	**.080**	**Rect.**	**1.5''**	**9''**	**1.5''**	**14.85**	**2969.20**
23.	**90**	**36''x 18''**	**.080**	**Rect.**	**1.5''**	**15''**	**1.5''**	**21.97**	**1977.30**
24.	**50**	**36''x 36''**	**.080**	**Dia.**	**2.25''**	**36''**	**6.5''**	**43.29**	**2164.50**
25.	**10**	**36''x 36''**	**.080**	**Cir.**	**none**	**30''**	**3''**	**44.58**	**445.77**
26.	**20**	**36''x36''**	**.080**	**Tri.**	**2''**	**21''**	**2.75''**	**24.48**	**489.58**
27.	**8**	**36''x 36''**	**.080**	**Oct.**	**none**	**30''**	**3''**	**41.57**	**332.59**
28.	**12**	**48''x 18''**	**.080**	**Rect.**	**1.5''**	**none**		**29.04**	**348.50**
29.	**12**	**48''x 30''**	**.080**	**Rect.**	**1.875''**	**24''**	**3''**	**47.98**	**575.80**
30.	**6**	**18''x 18''**	**.080**	**Oct.**		**15''**	**1.5''**	**10.88**	**65.29**
31.	**10**	**96''x24''**	**.125**	**Rect.**	**1.5''**	**none**	**none**	**135.40**	**1353.04**
32.	**4**	**96''x 18''**	**.125**	**Rect.**	**1.5''**	**none**	**none**	**103.43**	**413.71**
33.	**2**	**120''x18''**	**.125**	**Rect.**	**1.5''**	**none**	**none**	**171.54**	**343.07**

Subtotal	$81,657.41
Freight Cost (FREIGHT/SHIPPING IS THE RESPONSIBILITY OF THE WINNING VENDOR)	0
Tax 9%	$7,349.17
Grand Total	$89,006.57

www.striperite.com 509 535-4965

3/7/2022

Stripe Rite Inc is qualified to fulfill your bid requirements. We have been making aluminum signs for over 35 years with great success. Our fabrication team has many years of experience. We use 3M High Intensity Prismatic that has a 10-year warranty. The aluminum has a conversion coating done by US Standard.

We believe providing aluminum blanks to the City of Spokane will be of mutual benefit.

Please let me know if you have any questions.

Sincerely,

Tonie Meyers

Tonie Meyers
Sign Shop Manager
509 418-2476

COMPANY NAME	ADDRESS	CITY	STATE	ZIP	EMAIL	CONTACT
SR - BREMERTON	8320 SW BARNEY WHITE RD	BREMERTON	WA	98312	EBEN@STRIPERITE.COM	EBEN ERICKSON
SR - KENNEWICK	723 W DESCHUTES AVE	KENNEWICK	WA	99336	FRANK@STRIPERITE.COM	FRANK ARTZ
SR - SPOKANE	3117 E FERRY AVE	SPOKANE	WA	99202	ERIC@STRIPERITE.COM	ERIC CRAIG
SR - SUMNER	1813 137TH AVE E	SUMNER	WA	98390	GARTH@STRIPERITE.COM	GARTH GLASMAN
SR - YAKIMA	2200 INDUSTRY LANE	YAKIMA	WA	98901	PAT@STRIPERITE.COM	PAT MCSORLEY
"A" MISC						
A & A CONSTRUCTION	108 N WASHINGTON ST. STE 603	SPOKANE	WA	99201	ADRIAN@AACDI.COM	ADRIAN LAWSON
A.J. BURKE	17676 N SUNNYVALE DR	NINE MILE FALLS	WA	99026	AJIEFP@GMAIL.COM	AJ BURKE
AAA CONCRETE	PO BOX 939	MOSES LAKE	WA	98837	FISHER@AAACONCRETE.US	DAVE FISHER
ABM	112 N ALTAMONT	SPOKANE	WA	99202		ALEX
ACCURATE STRIPING	PO BOX 9247	SPOKANE	WA	99209	KOOLWAGON@YAHOO.COM	DAN
ADEPT CONSTRUCTION	4125 S. DRIFTWOOD DR	SPOKANE VALLEY	WA	99206	JDECKER@ADEPT-CONSTRUCTION.COM	JEREMY DECKER
ADVANTAGE JANITORIAL	PO BOX 2165	AIRWAY HEIGHTS	WA	99001		VIRGIL HUEY
A-L COMPRESSED GASSES	4230 E TRENT	SPOKANE	WA	99202	KEN.W@A-LCOMPRESSEDGASES.COM	KEN WILSON
ALL FABRICATION & SUPPLY	1904 AIRPORT RD	PULLMAN	WA	99163	ALLFABANDSUP@GMAIL.COM	BILL CHRISTIAN
ASH GROVE CEMENT CO	1312 N THEIRMAN RD	SPOKANE	WA	99202	TIM.MARTIN@ASHGROVE.COM	TIM MARTIN
AVISTA	PO BOX 3727	SPOKANE	WA	99220	JOEPFENING@AVISTACORP.COM	JOE PFENING
CITY OF AIRWAY HEIGHTS	1208 S LUNDSTROM	AIRWAY HEIGHTS	WA	99001	JRICHARDS@CAWH.ORG	JERRY RICHARDS
ED ARNHOLD	11907 N DARKNELL RD	SPOKANE	WA	99217	ED.ARNHOLD@GMAIL.COM	ED ARNHOLD
PAT AUDETT	PO BOX 699	MEDICAL LAKE	WA	99022		PAT AUDETT
"B" MISC						
BACKGROUND GRAPHICS/EGGEN SIGNS	487 RIDGEWOOD DR	KOOSKIA	ID	83539	BACKROADGRAPHICS@GMAIL.COM	DEBBIE COOK
BAKER CONSTRUCTION	2711 E SPRAGUE	SPOKANE	WA	99202		TERRY
BUREAU OF LAND MANAGEMENT SPOKANE	1103 N FANCHER RD	SPOKANE VALLEY	WA	99212	CSHAFER@BLM.GOV	CHRIS SHAFER
BY HIS DESIGN	8013 E KNOX	SPOKANE VALLEY	WA	99212	BYHISDESIGN@MSN.COM	SCOTT GADE
CHARLES BANCROFT	PO BOX 7020	KENNEWICK	WA	99336	UBERXTC2019@GMAIL.COM	CHARLES
JONAS BABCOCK CHAPTER - DAR	504 S SKIPWORTH CT	SPOKANE VALLEY	WA	99206	RAEANNAV@COMCAST.NET	RAEANNA VICTOR
"C" MISC						
CABINETS PLUS	1312 N DIVISION ST	SPOKANE	WA	99202	EUGENE@SPOKANECABINETSPLUS.COM	EUGENE KUROPATKIN
CASCADE CABLE	1917 S HAYFORD RD	AIRWAY HEIGHTS	WA	99001	SHOP@CASCADECABLE.COM	KEITH
CENTENNIAL MIDDLE SCHOOL	915 E ELLA	SPOKANE	WA	99219	LINDA.CURTIS@WVSD.ORG	LINDA CURTIS
CENTRAL PRE MIX	5111 E BROADWAY	SPOKANE	WA	99212	MARK.WOODS@CWCNW.COM	MARK WOODS
CITY OF CHENEY	112 ANDERSON RD	CHENEY	WA	99004	LFITZNER@CITYOFCHENEY.ORG	LUCKY FITZNER
CITY OF COLFAX	400 N MILL ST	COLFAX	WA	99111		
COLVICO	2812 N PITTSBURG	SPOKANE	WA	99207	TERRY@COLVICOINC.COM	TERRY DEN BOER
COPENHAVER CONSTRUCTION	22393 STATE ROUTE 3 EAST	CRESTON	WA	99117	JUSTIN@CCI.WORKS	JUSTIN HAUGE
COX DESIGNS	PO BOX 336	WARDEN	WA	98857	COXDESIGNS@HOTMAIL.COM	DREW
CUSICK SCHOOL DISTRICT	305 W MONUMENTAL WAY	CUSICK	WA	99119	PHAAS@CUSICK.WEDNET.EDU	PAUL HAAS
CUSTOM SIGN CENTER	7791 N AQUA CIRCLE #2, #7 E STE 2	DALTON GARDENS	ID	83815	SIGNCENTER@ICEHOUSE.NET	KENNA MCCULLAH
CUTTING EDGE SIGNS	329 MALLARD CRT	MOSCOW	ID	83843	CUTTINGEDGE@MOSCOW.COM	STEVE HILLKIN
DOUG CHASE	4210 E 80TH AVE	SPOKANE	WA	99223	DCHASE@SPOKANECOUNTY.ORG	DOUG CHASE
"D" MISC						
MARY DEIFE	6314 W JADE AVE	SPOKANE	WA	99224	MMDEIFE@GMAIL.COM	MARY DEIFE
DESIGNER DECAL	1120 E FIRST AVE	SPOKANE	WA	99202	JHARRISON@DESIGNERDECAL.COM	JENNIFER HARRISON

"E" MISC						
ELDER AUTO SALES	228 N BENTON ST	KENNEWICK	WA	99336	TIMELDER13@GMAIL.COM	TIM ELDER
ELITE TRANSPORT LLC	2222 E PACIFIC AVE	SPOKANE	WA	99202	ELITESPOKANE@YAHOO.COM	TUDOR ISACHI
"F" MISC						
FAITH BIBLE	600 W CORA	SPOKANE	WA	99205	WGALLION@FBCHURCH.ORG	WILLIE GALLION
FAST SIGNS - HELENA	2800 N MONTANA AVE	HELENA	MT	59601	FASTSIGNS.637@FASTSIGNS.COM	JOE MACKAY
FAST SIGNS - WHITEFISH	803 SPOKANE AVE STE 3	WHITEFISH	MT	59937	489@FASTSIGNS.COM	TORI
"G" MISC						
GARCO CONSTRUCTION	4114 E BROADWAY AVE	SPOKANE	WA	99202		CINDY
FRANK GURNEY INC	5521 E RAILROAD AVE	SPOKANE	WA	99212	CARLMSTEWART@COMCAST.NET	CARL STEWART
"H" MISC						
DR ALLAN HINKLE	11916 E SPRAGUE AVE	SPOKANE	WA	99206	INFO@PEERLESSDENTISTRY.COM	ALLAN HINKLE
HALF MOON CONSTRUCTION	23626 N PERRY RD	COLBERT	WA	99005		CAROLYN WOODARD
HAPPY HILL FARMS	5044 B, WA-231	FORD	WA	99013	HAPPYHILLFARMS502@GMAIL.COM	STEPHANIE SWIGER
HARRISON CITY RV PARK	251 HARRISON ST	HARRISON	ID	83833	PUBLICWORKS@CITYOFHARRISON.ORG	ROBERT LACITINOLA
HECLA MINING - LUCKY FRIDAY MINE	PO BOX 31	MULLAN	ID	83846	BCOLOTTI@HECLA-MINING.COM	BECKY COLOTTI
HIGH OAKS DEVELOPMENTS	7203 N WISCOMB CRT	SPOKANE	WA	99208	INFO@HIGH-OAKS.NET	AHMAD DOUR
HINRICH'S TRADING	155 SE KAMIAKEN ST	PULLMAN	WA	99163	MIKE@HINRICHSTRADING.COM	MIKE SMALL
HOLLIS HIGGINS	427 W CLEVELAND AVE	SPOKANE	WA	99205	TREEBARKHH@YAHOO.COM	HOLLIS HIGGINS
HURST & SON	PO BOX 674	PORT ORCHARD	WA	98366	LEVIBLACK@HURSTSONLLC.COM	LEVI BLACK
"I" MISC						
IDAHO LINES & SIGNS	4850 HENRY ST STE B	BOISE	ID	83709	CCOOK@PSIBOISE.COM	CONRAD COOK
ILLUSTRATED BUSINESS CARDS	3642 N CEDERBLOM	COEUR D'ALENE	ID	83815	ERNIER@IBCSIGNS.COM	ERNIE
IMCO CONSTRUCTION	2116 BUCHANAN LOOP	FERNDALE	WA	98248	MTAYLOR@IMCOCONSTRUCTION.COM	MICHAEL TAYLOR
INLAND EMPIRE FIRE PROTECTION	PO BOX 40151	SPOKANE	WA	99202	DANS@IEFIREPROTECTION.COM	DAN SHIER
INTEGRITY DESIGNS	214 E ROSE ST	WALLA WALLA	WA	99362	JOHN@INTEGRITYDESIGNANDCOPYWORKS.COM	JOHN
INTERMOUNTAIN SIGNS	22515 W HWY 53	RATHDRUM	ID	83858		JUSTIN
IRONBRIDGE LLC	714 N IRONBRIDGE WAY	SPOKANE	WA	99202	MPECK@IRONBRIDGEOFFCAMPUS.COM	MIKE PECK
"J" MISC						
JUMP OFF JOE RESORT	3290 W JUMP OFF JOE RD	VALLEY	WA	99181	JUMPOFFJOE@MAC.COM	LUANN HORSWILL
"K" MISC						
KAISER ALUMINUM	PO BOX 15108	SPOKANE VALLEY	WA	99215	TIM.KILLBREATH@KAISERTWD.COM	TIM KILLBREATH
KOOTENAI HEALTH	2003 KOOTENAI HEALTH WAY	COEUR D'ALENE	ID	83814	VGROB@KH.ORG	VIRGINIA GROB
"L" MISC						
LANDMARK CONSTRUCTION	1827 1ST ST	CHENEY	WA	99004		GARY GESCHKE
LIBERTY LAKE	22710 E COUNTRY VISTA DR	LIBERTY LAKE	WA	99019	SBERNHARD@LIBERTYLAKEWA.GOV	SCOTT BERNHARD
"M" MISC						
CITY OF MILLWOOD	9103 E FREDRICK	SPOKANE	WA	99206	PUBLICWORKS@MILLWOODWA.US	PAUL ALLEN
FRANK MCWAIN					frankmcwain@hurstsonllc.com	FRANK MCWAIN
GARY MCBRIDE	25521 N ORCHARD BLUFF RD	CHATTEROY	WA	99003		GARY
M.A. DEATLEY CONSTRUCTION	829 EVANS RD	CLARKSTON	WA	99403	CODYB@MADCON.NET	CODY BROWN
MANZAK DEVELOPMENT	8822 E WOODLAND PARK DR	SPOKANE	WA	99217	ALLANMANZAK1959@GMAIL.COM	ALLAN MANZAK
MATHIS STRIPING	PO BOX 14071	SPOKANE VALLEY	WA	99214	HALEY@MATHISSTRIPING.COM	HALEY
MCBEE SIGN COMPANY	419 E WALNUT AVE	MOSES LAKE	WA	98837	MCBEESIGNS@YAHOO.COM	JAMES
MOR MANUFACTURING	5676 E SELTICE WAY	POST FALLS	ID	83854	JSWEARINGEN@MORMFG.COM	JENNIFER SWEARINGEN

MOTLEY MOTLEY	6901 WA-270	PULLMAN	WA	99163	WIKUM13@GMAIL.COM	SANDY
MOUNTAIN DOG	1620 N MAMER RD	SPOKANE VALLEY	WA	99216		DANIEL
"N" MISC						
NA DEGERSTROM	3303 N SULLIVAN	SPOKANE	WA	99216	NARSENAULT@NADINC.COM	NEAL ARSENAULT
NAI BLACK	801 W RIVERSIDE AVE SUITE 300	SPOKANE	WA	99201	ERIC.PETTIT@NAIBLACK.COM	ERIC PETTIT
NATIONAL BARRICADE - YAKIMA	401 S 3RD AVE	YAKIMA	WA	98902	TIM@STRIPERITE.COM	TIM LOYD
NW SOLAR PROTECTION	10125 N DIVISION	SPOKANE	WA	99218	NIKKI@NWSPSPOKANE.COM	NIKKI
TERRY NASH	PO BOX 618	RATHDRUM	ID	83858	NASHEDOUT@GMAIL.COM	TERRY NASH
THOMAS AND AILEEN NUXOLL	9420 E 24TH LANE	SPOKANE VALLEY	WA	99206		THOMAS & AILEEN
TOM NEWTON	3302 STEPHENS RD	ST JOHN	WA	99171	TJNEWTON@LIVE.COM	TOM
TOWN OF NORTHPORT	315 SUMMIT	NORTHPORT	WA	99157	lucastownofnorthport@yahoo.com	LUCAS SNAIDMAN
"O" MISC						
CITY OF OKANOGAN	PO BOX 752	OKANOGAN	WA	98840	waterdept@okanogancity.com	LOREN
CITY OF OROVILLE	PO BOX 2200	OROVILLE	WA	98844	PUBLICWORKS@NVINET.COM	STEVE THOMPSON
ORIGINAL DIGITAL	519 N SANDERS ST	HELENA	MT	59601		RUSSELL GILLIHAN
ORNAMENTAL GATE & FENCE	E 11901 MIDWAY RD	MEAD	WA	99021		RICK NELSON
OVERLAND TRANSPORT	518 N SUGAR ST	NAMPA	ID	83687	VLINNYK@YAHOO.COM	VLAD LINNYK
"P" MISC						
PACIFIC COMPANY	2823 N MAIN ST	SPOKANE	WA	99207	CAM@PACIFICCOMPANY.NET	CAM
PALOUSE SCHOOL DISTRICT	600 E ALDER ST	PALOUSE	WA	99161	JJAHN@GARPAL.NET	JASON JAHN
PARKER SIGN	23671 HIGHWAY 31	METALINE FALLS	WA	99153		DREW PARKER
PEAK INDUSTRIES	7916 W SUNSET HWY	SPOKANE	WA	99224	VSTJOHN@PEAKINDUSTRIESINC.COM	VICKI ST JOHN
PEND OREILLE COUNTY	625 WEST 4TH ST	NEWPORT	WA	99156	PHILLESTAD@PENDORIELLE.ORG	PAUL HILLESTAD
PEND OREILLE FIRE DISTRICT #4	11 DALKENA ST	NEWPORT	WA	99156	SMITHREDBEARD@GMAIL.COM	LUKE SMITH
PETROGLYPH PRINTING & SIGNS	300 2ND ST	NEWPORT	WA	99156	STEVE@PETROGLYPHPRINTING.COM	STEVE
PHOENIX COMPANY	5405 E CATALDO	SPOKANE	WA	99212		BOB
PIPKEN CONSTRUCTION	4801 CONTRACTORS DR	EAST WENTACHEE	WA	98802	GARRITT@PIPKININC.COM	GARRITT VISSER
PURFECT LOGOS	15817 E TRENT AVE STE 102	SPOKANE VALLEY	WA	99216	DENISE@PUFECTLOGOS.COM	DENISE GILLIT
THE PRINTERY	206 E RAILROAD AVE	PLAINS	MT	59859	PRINTERY@PLAINSMT.NET	RANDY
"Q" MISC						
QUICK SIGN	315 N MISSION	WENATCHEE	WA	98801	DESIGN@WENATCHEESIGNS.COM	OSCAR SOSA
"R" MISC						
GREG ROGERS	14422 E TALLMAN RD	CHATTEROY	WA	99003	GIDDYUP0463@OUTLOOK.COM	GREG ROGERS
ROLLING ROCK EXCAVATION	4813 E LANE PARK RD	MEAD	WA	99021	MELROLLINGROCKEX@HOTMAIL.COM	MELANIE
"S" MISC						
SAMMAMISH CITY PARKS	801 228TH AVE SE	SAMMAMISH	WA	98075	RSMITH@SAMMAMISH.US	REBECCA SMITH
CITY OF SPOKANE PARKS AND REC	2304 E MALLON	SPOKANE	WA	99202	DRANDOLPH@SPOKANECITY.ORG	DAVID RANDOLPH
CITY OF SPOKANE SEWER MAINTENANCE	909 E SPRAGUE AVE	SPOKANE	WA	99202	NKUJAWA@SPOKANECITY.ORG	NATE KUJAWA
CITY OF SPOKANE WASTE TO ENERGY PLANT	2900 S GEIGER BLVD	SPOKANE	WA	99224	EWEBSTER@SPOKANECITY.ORG	ELIAS WEBSTER
SCREEN TEK	22902 E APPLEWAY AVE	LIBERTY LAKE	WA	99019	EMILY@SCREENTEK.COM	EMILY
SELLAND CONSTRUCTION	1285 S WENATCHEE AVE	WENATCHEE	WA	98801	MIKEM@SELLANDCONSTRUCTION.COM	MIKE MASSARELLI
SHAMROCK PAVING	PO BOX 19263	SPOKANE	WA	99219		
SHENANGO SCREEN PRINTING	6120 E COMMERCE LOOP	POST FALLS	ID	83854		LORRIE BUNES
SIGNS FOR SUCCESS	6824 N MARKET	SPOKANE	WA	99217	VANESSA@SIGNSFORSUCCESS.BIZ	VANESSA
SIGNS SHIRTS & MORE	37173 HWY 41	OLD TOWN	ID	83822	FITZTRUCKING@HOTMAIL.COM	RAMI FITZMORRIS

SIGNS TEC	111 N VISTA RD #4C	SPOKANE	WA	99212	INFO@SIGNS.TODAY	ANDREY
SIGNSCAPES	16017 E RIDGEVIEW LN	MEAD	WA	99021		ALYSSA LONG
SILVER VALLEY SIGNWORKS	121 MCKINLEY AVE	KELLOGG	ID	83837	SVSIGNWORKS@FRONTIER.COM	PAMELA RANK
SPOKANE COUNTY FIRE DISTRICT #4	PO BOX 1549	DEER PARK	WA	99006	AMBER@SCFD4.ORG	AMBER HANSEN
SPOKANE COUNTY FIRE DISTRICT #8	PO BOX 345	VALLEYFORD	WA	99036		MARTY LONG
SPOKANE COUNTY FIRE DISTRICT #9	3801 E FARWELL RD	MEAD	WA	99021	DWALSH@SCFD9.ORG	DAN WALSH
SPOKANE COUNTY PARKS AND REC	404 N HAVANA	SPOKANE	WA	99202		BRIAN ROBINSON
SPOKANE COUNTY WATER RESOURCES	1004 N FREYA	SPOKANE	WA	99202	NFELTEN@SPOKANECOUNTY.ORG	NICKI FELTEN
SPOKANE INTERNATIONAL AIRPORT	9000 W AIRPORT DR	SPOKANE	WA	99224	FELTS.FIELD@SPOKANEAIRPORTS.NET	KENNY
SPOKANE VALLEY FIRE DISTRICT	2120 N WILBUR RD	SPOKANE VALLEY	WA	99206	CLIFFORDB@SPOKANEVALLEYFIRE.COM	BILL CLIFFORD
SPOKANE VALLEY PARKS & REC	2426 N DISCOVERY PL	SPOKANE VALLEY	WA	99216	PBISCHOFF@SPOKANEVALLEY.ORG	PATTY BISCHOFF
SPRAGUE LAKE RESORT	1999 SPRAGUE LAKE RESORT RD	SPRAGUE	WA	99032	METZMONIKA@HOTMAIL.COM	MONIKA METZ
SRLEM FALLEN OFFICERS	924 W SINTO AVE	SPOKANE	WA	99201	BSWALKERGO@COMCAST.NET	SUE WALKER
STAR RENTALS	6812 E DESMET AVE	SPOKANE VALLEY	WA	99212	CHADH@STARRENTALS.COM	CHAD HUDLEMEYER
STEVE STEPPER	909 S 42ND AVE #C	YAKIMA	WA	98908		STEVE STEPPER
THE SEA VILLAGE AOAO	75-6002 ALII DR #3101	KAILUA-KONA	HI	96740	KONASUZ@LIVE.COM	SUSAN KENT
TOWN OF SPANGLE	115 W 2ND ST	SPANGLE	WA	99031	TOWNOFSPANGLE@CENTURYTEL.NET	CLINT KOEHLER
WENDY SOULIA					DJSNEPTUNE@MSN.COM	WENDY SOULIA
"T" MISC						
DAVID TAPAK	1722 E 49TH AVE	SPOKANE	WA	99223	DAVID.TAPAK@GMAIL.COM	DAVID TAPAK
TAYLORD CONTAINERS	17927 E APPLEWAY AVE	SPOKANE VALLEY	WA	99016	TAYLOR@TAYLORD.COM	TAYLOR ROWAN
TDR LOGISTICS	3025 S GEIGER BLVD	SPOKANE	WA	99224	TIM@TDRTRUCK.COM	TIM OBERMOK
TEKOA PARKS & RECREATION	PO BOX 568	TEKOA	WA	99033	TEKOAPARKSSUPERVISOR@GMAIL.COM	FRED WAGNER
"U" MISC						
UNION PACIFIC RAILROAD	4315 E SPRAGUE	SPOKANE	WA	99212	LJMULLAL@UP.COM	LLOYD MULLALEY
US SILVER & GOLD	PO BOX 440	WALLACE	ID	83873	SKNOLL@AMERICAS-GOLD.COM	STEVE KNOLL
USAF SURVIVAL SCHOOL	1067 W SURVIVAL LOOP	FAIRCHILD AIRFORCE BASE	WA	99001	KYLE.HIENER@US.AF.MIL	SGT KYLE HIENER
"V" MISC						
V & D EXPRESS LLC	7010 W THORPE RD	SPOKANE	WA	99224		DINA LAPARA
VALLEY BAPTIST CHURCH	7336 SPIRIT LAKE CUT OFF	PRIEST RIVER	ID	83856	SUSANABSTON@HOTMAIL.COM	SUE ABSTON
VISIGRAPH	11504 E 24TH	SPOKANE VALLEY	WA	99206	BBROWN@VISIGRAPH.COM	BARRY BROWN
"W" MISC						
WASTE CONNECTIONS	3941 N SULLIVAN RD	SPOKANE VALLEY	WA	99216	MATTHEW.KONZAL@WASTECONNECTIONS.COM	MATTHEW KONZAL
TOWN OF WILBUR	PO BOX 214	WILBUR	WA	99185	PW@WILBURWA.COM	DAVID BJORSON
WA STATE FALLEN HEROES PROJECT	PO BOX 13113	SPOKANE	WA	99213	KEIRTSY.LYNN@YAHOO.COM	KEIRSTEN LYONS
WAYNCO	10213 E BUCKEYE	SPOKANE VALLEY	WA	99206	BRANDON@WAYNCO.NET	BRANDON
WEST VALLEY SCHOOL DISTRICT	7211 E NORA AVE	SPOKANE	WA	99212	GEORGE.CASTOR@WVSD.ORG	GEORGE CASTOR
WESTERN AVIATION	6095 E RUTTER AVE STE 1	SPOKANE	WA	99212	SHALIMAR@WESTERNAVIATION.NET	SHALIMAR NEIHART
WESTERN GLOVE	3107 N TRENT AVE	SPOKANE	WA	99202	CUSTOMERSERVICE@WESTERNGLOVE.NET	WILLY
WESTERN STATES EQUIPMENT CO	4625 E TRENT AVE	SPOKANE	WA	99212	TODDSTODDARD@WSECO.COM	TODD STODDARD
WSDOT - EASTERN REGION	2714 N MAYFAIR ST	SPOKANE	WA	99207	LYNNRKY@WSDOT.WA.GOV	ROCKY LYNN
"X" MISC						
"Y" MISC						
YAKIMA VALLEY FARM WORKERS CLINIC	303 S DATE ST	TOPPENISH	WA	98948	MICHAELBR@YVFMC.ORG	MICHAEL BRADY
YOST GALLAGHER CONSTUCTION	1803 E SPRINGFIELD	SPOKANE	WA	99202		KEITH COLLINS

"Z" MISC						
ZETIN	4009 E FRANCIS AVE	SPOKANE	WA	99217	SWALKER@ZETIN.NET	SHAWN WALKER

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street Department
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	1100- Street Department Traffic Sign Blank Contract **B**
Summary (Background)	The Street Dept. is seeking approval of a 5-year Value Blanket Order to be used as a backup resource to purchase traffic Sign Blanks, from Stripe Rite, Spokane, WA, using City of Spokane Bid #5614-22, not to exceed $100,000.00 annually. This (Contract **B**) $100,000.00 cost is to be shared between this and the companion item (Contract **A**) with Intermountain.
Proposed Council Action & Date:	Consent approval for contract at PIES Meeting scheduled for 4/25/22

Fiscal Impact:
Total Cost:
Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Funding Source ☐ One-time ☒ Recurring
Specify funding source: Street Department

Expense Occurrence ☐ One-time ☒ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities? N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A

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

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/25/2022
		Clerk's File #	OPR 2021-0378
		Renews #	
Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	CLINT HARRIS EXT.7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	1100-STREET DEPARTMENT MICROSEAL OVERLAY		

Agenda Wording

The Street Department is seeking approval to contract Street Maintenance Work to apply a Microseal street surface treatment on Ash St and Maple St at the cost of $122,699.35

Summary (Background)

Microseal overlay will provide a cost effective means of maintaining street infrastructure. This contract will be with Intermountain Slurry seal who was selected through the Interlocal Procurement Agreement with Clark County, OPR 2021-0212.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ $122,699.35	# 3200-49828-42300-54201-21031
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HARRIS, CLINT E.	Study Session\Other	PIES 4/25/22
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	ceharris@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jklapp@spokanecity.org	
Additional Approvals		ccafaro@spokanecity.org	
Purchasing		jwthomas@spokanecity.org	
		tbrazington@spokanecity.org	
		tprince@spokanecity.org	
		Josh.Bowen@gcinc.com	

City Clerk's No. OPR 2021-0378

City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: **MICROSEAL APPLICATION**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INTERMOUNTAIN SLURRY SEAL, INC.,** whose address is 1120 Terminal Way, Reno Nevada 89502, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Microseal Application; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated June 18, 2021 and June 24, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment/Extension shall become effective on May 1, 2022 and shall run through April 30, 2023.

3. AMENDMENT.
The original Contract hereby Amended to include Type III Micro-Surfacing on Ash Street and Maple Street accordance with the April 5, 2022 Proposal attached hereto.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY TWO THOUSAND SIX HUNDRED NINETY-NINE AND 35/100 DOLLARS ($122,699.35)**, excluding applicable tax, for everything furnished and done under this Contract Amendment/Extension. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

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

Attachments that are part of this Agreement:
Attachment A - Certification Regarding Debarment
Attachment B - Contractor's April 5, 2022 Proposal

22-079

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.

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

ATTACHMENT B

Intermountain Slurry Seal, Inc
1120 Terminal Way
Reno, NV 89502

T 775.358.1355
F 775.355.3458

www.intermountainslurryseal.com

CA Lic. - 462443
NV Lic. - 0023657
License: Unlimited
DIR# 1000000238
WA Lic.- Inters977MB
OR Lic. - 147284

April 5, 2022

Mr. Chris Cafaro
City of Spokane

RE: City of Spokane, Ash and Maple St. Type III Micro-surfacing

Thank you for the opportunity to submit our bid response for the above referenced project. The schedule below is a breakdown of our bid.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization year 2022 (Included)	1.00	EA	$ -	$0.00
2	Traffic Control	1.00	EA	$15,000.00	$15,000.00
3	Type III Micro-surfacing Ash & Maple St.	26,219.00	SY	$ 3.65	$95,699.35
				TOTAL BID PRICE	**$110,699.35**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
4	Request for Material, Labor and Equipment Escalation on existing contracts	1.00	EA	$12,000.00	$12,000.00
				TOTAL BID PRICE	**$12,000.00**

Note: Striping removal or installation and any surface prep or any item not addressed in the work description to be performed by City of Spokane at no cost to Intermountain.

Special Conditions/Exclusions:
1) Bonds are excluded but are available at 1% of bid price.
2) This quote is based on one move-in, additional move-ins will be charged at $10,500.00 each. (Move-in defined as a deviation from agreed upon work schedule)
3) Not responsible for reflective cracking or sub-grade failure.
4) This proposal is based on all work being performed in one mobilization. Three weeks lead time required for mobilization.
5) Proposal assumes mutually agreeable commercial & legal terms and conditions will be reached.
6) A suitable stockpile location and water source to be furnished by others.
7) This Proposal and Construction Contract is subject to the terms and conditions attached

We look forward to working together on this project. If you have any questions or concerns regarding this bid, please call me at (775) 685-9273, or e-mail me at Josh.Bowen@gcinc.com

Sincerely yours,

Intermountain Slurry Seal, Inc.

Josh Bowen
Area Manager

GENERAL CONDITIONS

This Proposal and Construction Contract assumes that mutually agreeable commercial and legal terms and conditions will be reached.

This Proposal and Construction Contract, including, General Conditions and attachments hereto, if any identified in Special Conditions (herein "Contract") is entered into as of the date of proposal by and between Intermountain Slurry Seal, Inc and the prime contractor herein called "Owner". Owner and Contractor agree as follows: Contractor shall commence and continue thereafter to diligently perform the Work in accordance with mutually agreed upon schedule. The mutually agreed upon schedule shall provide for working days in which to perform the Work. A working day is defined as any day except Saturday, Sunday, and Legal Holidays and except days on which Contractor is prevented from proceeding with at least ninety percent of the normal labor and/or equipment force required to perform the Work due to events or circumstances beyond the control of Contractor including, but not limited to, those events or circumstances identified in Sections 7 and 8 in the General Conditions.

1. **WORKMANSHIP AND MATERIALS**: Contractor acknowledges that it is familiar with the nature and location of the Work. All Work shall be performed by Contractor in a workmanlike manner, and in accordance with industry standards.
2. **PAYMENTS**: Contractor shall receive progress payments monthly in proportion to the amount of Work performed during the period covered by Contractor's billing. Progress payments will be made within ten (10) days after Owner receives a billing from Contractor setting forth the amount due for the Work performed and covered by the billing. **Owner shall pay to Contractor, as full compensation for performance by Contractor of the Work (herein "Contract Amount") the amount listed in the above quote . Progress payments shall be 100% of the estimate and the sum of 1.5% per month shall be added to any balance unpaid when due.** The Contract amount shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Owner and Contractor, upon completion of all Work hereunder. Contractor shall have the right to terminate this Contract if Owner is unable to demonstrate to the satisfaction of Contractor prior to commencement of Work (or at anytime during the course of the Work in response to the written request of Contractor) Owner's ability to make payments for the Work to be performed hereunder in the manner and at the times set forth herein. Final payment shall be due Contractor within ten (10) days after (i) Owner's receipt of a final billing from Contractor or (ii) completion of the Work, whichever shall occur last. The proportionate amount of Work billed on Contractor's progress billings shall be subject to the approval of Owner. Progress payments shall not be construed as an acceptance of any Work, the entire Work being subject to final inspection and approval by Owner. As it would be extremely difficult to fix and ascertain the actual damages the Contractor would sustain by Owner's failure to pay moneys due to Contractor under the terms of this Contract at the times and in the manner specified herein, it is hereby agreed by the parties hereto that the Owner shall pay to the Contractor in addition to all sums due hereunder the sum of the percentage per month. Nothing contained herein shall be deemed consent by the Contractor for extending the due date for payment under this Contract. No retention will be held on private work.
3. **CHANGES IN THE WORK:** Owner may, from time to time, by instructions or drawings issued to Contractor, make changes to the scope of the Work, issue additional instructions, request additional Work or direct the omission of Work previously ordered, and the provisions of this Contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original contract. The price or a formula for establishing the price and any time impacts to the schedule for such Work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter and shall be mutually agreed upon with Contractor. Absent the parties' agreement to price and/or time extension for a change in the Work, Owner shall pay Contractor its actual direct costs in completing said extra Work plus a mark-up of 15 percent thereon for overhead and profit.
4. **INDEMNITY:** Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Contractor, its agents, employees, or subcontractors, in performing the Work.
5. **RESPONSIBILITY FOR WORK:** Contractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment until such time as Contractor has de-mobilized from the Work site. In no event, shall Contractor be liable for such loss or damage that results from the actions, omissions, fault or negligence, either active or passive, of the Owner, Owner's representatives, agents, employees, its other contractors or anyone acting on Owner's behalf or others over whom Contractor has no authority or control.
6. **INSURANCE:** Contractor shall maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this Contract. A certificate of such insurance shall be provided to the Owner if the Owner so requests.
7. **DELAYS BEYOND CONTROL OF CONTRACTOR:** In the event Contractor shall be delayed in the performance of the Work under this Contract by causes beyond the control of the Contractor and not caused by Contractor's negligence, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, fire, flood, epidemics, strikes, freight embargoes, inclement weather, over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by other contractors, their subcontractors of any tier and the suppliers to any of the foregoing, Contractor shall have a time extension to the mutually agreed schedule for the time caused by said delay and shall be paid its additional costs incurred as a result of the delay, including labor and material cost or price escalations, and extended jobsite and home office overhead.
8. **DIFFERING SITE CONDITIONS**: (A) Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, including but not limited to any subsurface utilities not accurately shown on plans or drawings, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, or (3) the existence of contaminated, toxic or hazardous materials or conditions not specifically described in type, character, or quantity in a Work Order, which existence is deemed to be a differing site condition. (B) Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract price increased to reflect Contractor's increased costs plus a mark-up of 15 percent, and the mutually agreed schedule extended accordingly.
9. **LAWS AND REGULATIONS:** Contractor shall at all times comply with all applicable safety, licensing, employment and environmental laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government (herein "Law" or "Laws").
10. **OWNER:** Owner represents he/she/it is the Owner in fee simple of the real property upon which the construction improvement is to be made.
11. **ACCEPTANCE:** Upon receipt of written notice from Contractor requesting acceptance of the Work being performed hereunder, Owner and Contractor shall promptly inspect the job jointly and, in the event the same has been completed in conformity herewith, provide Contractor with a Notice of Completion in recordable manner and form. In the event the Work performed is subject to further inspection and/or final acceptance by another person or entity, and such inspection and/or final acceptance cannot be obtained through no fault of Contractor, then in such event the Work shall be deemed completed and accepted. Contractor shall warrant its Work against defects in materials and workmanship for a period of one year from the date of completion of the Work.
12. **PERMITS:** Owner will obtain and pay for all permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other such similar items required for the performance of Work hereunder.
13. **SUBCONTRACTING:** Contractor shall have the right to subcontract any portion of the Work hereunder, and all Work performed by subcontractors shall be subject to all of the applicable Contract terms and conditions.

14. **LIENS AND CLAIMS:** Provided Contractor has been, and continues to be, timely paid all amounts due it, Contractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the Work done hereunder.
15. **FAILURE TO MAKE PAYMENTS:** In the event Owner shall fail to make payment at the times and in the amounts provided for in this Contract, Contractor shall have the right to stop Work. In such event all amounts due Contractor, including retention, if any, shall immediately become payable and Contractor shall have the right to recover all damages sustained by Contractor as a result of such breach of contract by Owner.
16. **DEFAULT:** In the event Contractor shall fail to timely perform any provision of this Contract and if such failure should continue for thirty (30) days after receipt of written notice from Owner, then Owner may terminate this Contract and cause the balance of the Work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the Contract price, Contractor shall promptly pay such difference to Owner; otherwise, the unpaid contract balance shall be paid to Contractor. The Owner and Contractor each waive the right to recover from the other any indirect, incidental or consequential damages regardless of how such damages are caused.
17. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the Work done hereunder, the prevailing party shall be entitled to cost and reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.
18. **NOTICES:** Any notice required or permitted hereunder shall be served personally on Contractor's construction manager or on the representative of Owner at the job site, or may be served by certified mail directed to the address of the party shown on the face of the Contract. Notices shall be effective upon receipt by the intended recipient.
19. **ASSIGNMENT:** Neither party shall assign all or any portion of this Contract without first obtaining the signed written consent of the other party. Subject to the foregoing, this agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.
20. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.
21. **SEVERABILITY**: To the best knowledge and belief of the Parties, this Contract now contains no provision that is contrary to any Laws. In the event that any provision of this Contract shall at any time contravene in whole or in part any applicable Law, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.
22. **JURISDICTION: I**t is understood and agreed that each and every provision of this Contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the state where the Work is to be performed.

OWNER ACKNOWLEDGES THAT INTERMOUNTAIN SLURRY SEAL, INC IS A NON-UNION COMPANY. OWNER AND CONTRACTOR AGREE THAT CONTRACTOR WILL NOT BE REQUIRED TO BECOME SIGNATORY TO ANY UNION AGREEMENTS OR IN ANY WAY BE BOUND TO ANY COLLECTIVE BARGAINING AGREEMENTS OR THE OBLIGATIONS THEREUNDER.

For Work performed within the State of Nevada:, Section 108.246 of the Nevada Revised Statutes requires the following notification to Owner: The provisions of NRS 108.245, a part of the Mechanic's Lien Law of the State of Nevada requires, for your information and protection from hidden liens, that each person or other legal entity which supplies materials to or performs work or services on a construction project, other than one who performs only labor, shall deliver to the owner a notice of the materials supplied or the work or services performed. You may receive such notices in connection with the construction project which you propose to undertake.

Executed at: Nevada as of the date first above written.

If Acceptable Please Sign Original and Return to:

INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming Corporation

BY: _____ BY: _____

OWNER CONTRACTOR

Committee Agenda Sheet
Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent ☐ Discussion Time Requested: _____
Agenda Item Name	1100-Street Department Microseal on Ash and Maple
Summary (Background)	The Street Department is seeking approval to contract Microseal services on Ash St and Maple St with Intermountain Slurry Seal, who was selected through the Interlocal Procurement agreement with Clark County, OPR 2021-0212 Microseal work provides a cost-effective means of extending the life and integrity of the roadways and will be performed at the cost of $122,699.35
Proposed Council Action & Date:	Consent approval for contract at PIES Meeting scheduled for 4/25/22

Fiscal Impact:
Total Cost:
Approved in current year budget? ■ Yes ☐ No ☐ N/A

Funding Source ☐ One-time ■ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ■ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
N/A

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

Agenda Sheet for City Council Meeting of: 05/09/2022		**Date Rec'd**	4/27/2022
		Clerk's File #	OPR 2022-0320
		Renews #	
Submitting Dept	INTEGRATED CAPITAL MANAGEMENT	**Cross Ref #**	
Contact Name/Phone	BERYL FREDRICKSON 625-6008	**Project #**	2022005
Contact E-Mail	BFREDRICKSON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4250 - MURRAYSMITH WATER MODELING		

Agenda Wording

Contract with Consor North America, Inc, aka Murraysmith, to provide Water Modeling Analysis and Support. (Various Neighborhood Councils)

Summary (Background)

As the City makes forward progress on the Draft Water System Plan (WSP) required by Washington State Department of Health, the planned for additional modeling support is needed at this time. The City's data regarding the water system and the water systems' ability to serve water per regulation requirements is used during the modeling process. The results of the model will ultimately be used to determine system needs and new capital facilities.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Expense	**$** 200,000	**#** 4250-30210-38141-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session\Other**	PIES 4/25/22
Division Director	FEIST, MARLENE	**Council Sponsor**	Beggs
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	ODLE, MARI	ddaniels@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	icmaccounting@spokanecity.org	
Additional Approvals		eraea@spokanecity.org	
Purchasing		kemiller@spokanecity.org	
		bfredrickson@spokanecity.org	
		mdavis@spokanecity.org	
		joe.foote@murraysmith.us	

Committee Agenda Sheet
[PIES: Public Infrastructure, Environment, and Sustainability Committee]

Submitting Department	Public Works Division / Integrated Capital Management
Contact Name	Engineering Services for Water Model Analysis and Support
Contact Email & Phone	bfredrickson@spokanecity.org & 625-6008
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Innovative Infrastructure
Summary (Background)	As the City makes forward progress on the Draft Water System Plan (WSP) required by Washington State Department of Health, the planned for additional modeling support is needed at this time. The MRSC roster through the City's procurement program for Architect & Engineering Services was used to choose a consultant to assist City staff in this work. Two proposals were received. A selection committee of City staff rated and ranked the proposals and negotiated with the top consultant. The City's data regarding the water system and the water systems' ability to serve water per regulation requirements is used during the modeling process. This is a complex model with a large amount of data that will be processed. The results of the model will ultimately be used to determine system needs and new capital facilities.
Proposed Council Action & Date:	Approval of contract with Murraysmith Corporation

Fiscal Impact:

Total Cost: $200,000 over two years

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

Funding Source ☐ One-time ☒ Recurring

Specify funding source:

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans and within the water model analysis. We recognize the need to maintain affordability and predictability for utility customer that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

This is a public works contract will be used to address equitable water service and will automatically "right" disparities. The work within the contract will support the review of climate change and its impact to the water system which tends to affect low-income level or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

This project is consistent with our draft WSP, Link Strategies, Future Flow projection project and adopted six year programs as well as the annual budget and strategic initiatives to advance water system maintenance activities.

City Clerk's 2022-0320

City of Spokane

CONSULTANT AGREEMENT

Title: WATER MODELING ANALYSIS AND SUPPORT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CONSOR North America, Inc.,** a/k/a **MURRAYSMITH**, whose address is 421 West Riverside Avenue, Suite 762, 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 Water Modeling Analysis and Support and

WHEREAS, the Consultant was selected from an Informal Request for Proposals.

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 June 1, 2022, and ends on March 31, 2024, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended at the sole discretion of the City for one (1) additional one (1) year contract periods.

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 and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this 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 As-Needed Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00)**, 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 Consultant shall submit its applications for payment to City of Spokane Engineering Services Department Construction Management, 998 E North Foothills Drive Spokane, WA 99207-2735. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and 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 <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is

incurred. 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 markup. 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 www.dor.wa.gov or 360-705-6741 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 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 to the extent caused by 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 thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties

who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant'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 Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant 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.

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.

CONSOR North America, Inc. a/k/a MURRAYSMITH	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

22-070

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.

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

EXHIBIT B

SCOPE OF SERVICES AND FEES

Scope

The City is seeking professional services from competent firms with highly qualified and very experienced staff to provide water system analysis with hydraulic modeling to support various tasks and projects such as the 20-year capital facility plan, long-range planning, and the capacity of specific areas of the existing system that may be impacted by upcoming developments. The City is currently updating their Water System Plan (WSP) required by Washington State Department of Health and the Capital Facility Plan required as part of the Comprehensive Plan. The City has completed analysis for future system demands including the effects climate change and Hydraulic modeling services shall be requested on an as-needed basis and paid according to an approved hourly rate and schedule.

Under the general direction of ICM Staff, the qualified firm(s) shall be responsible for, but not limited to, providing the following tasks:

- Analysis of hydraulic models and potential hydraulic impacts to the City's systems due to proposed changes in service requirements, climate change conditions, conservation efforts for the existing and future system capacities;
- Evaluation of system impacts due to the installation of new capital improvement projects, design configurations, private facilities or developments;
- Evaluation of system impacts due to the request of new intertie connections;
- Assess model stability and applicability of selected model parameters;
- Validate models with current SCADA data to determine model calibration refinement and recommendations for recalibration;
- Recommendation of hydraulic component refinement or operational controls or flow rates for pumping systems in the model;
- Other technical hydraulic modeling support requested by engineering or operations staff;
- Provide documentation in support of analysis and/or requests;
- Provide results of analysis, when requested, within agreed upon schedule from the request (likely within two weeks);
- Training of City staff on the operation, maintenance, and use of the model as developed;
- Update and validate system models developed by staff and consultants when converting to a new software version including required versions for ArcPro;
- Analysis requested may include cost estimates, life cycle assessments, or return on investment.

Project Overview and Understanding

This contract framework summary is to provide the City of Spokane (City) with needed professional services for performing water alternatives analysis with hydraulic modeling support for various City internal tasks and projects. Hydraulic modeling services will be on an as-needed basis to support the City with maintaining their current water model and to support the update of the Water System Plan (WSP) and provide input to the City's Link Strategies program and MODA process.

Specific work under this contract will be performed on an as needed basis, consisting of individually scoped work assignments. Each work assignment will provide a specific scope, defined deliverables, budget, and schedule for the services required.

The work provided in this contract framework will be billed on a time and expense basis using Murraysmith's current standard Schedule of Charges in effect at the time the work is performed (2022 schedule attached). Additionally, project management activities will be included with each individual work assignment.

Assumptions:

The following assumptions are for the contract framework, additional assumptions may be developed for each work assignment.

- Murraysmith and City staff will meet bi-weekly as needed to discuss upcoming analyses and current analysis progress, and any questions or data needs.
- The City will provide written work assignment requests via email which may be followed by a virtual discussion if necessary.
- Murraysmith will review work assignment requests and respond with requests for information within five (5) business days of request. Requested data may include, but is not limited to the following:
    - Projected demands by pressure zone
    - Conservation and/or climate data
    - New service area mapping
    - Updated GIS layers
    - Proposed infrastructure improvements
- Requests for information or clarifications will be reviewed and resolved by City staff within five (5) business days.
- Murraysmith and the City will agree on an appropriate response time after receipt of the work request (typically two (2) weeks from receiving requested information). Response time will be determined based on when requested background data is received.
- Murraysmith will complete work assignments within the limits of the identified budget. Additional budget requests will be required to increase the individual work assignment budget.

2022 SCHEDULE OF CHARGES

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from January 1, 2022 through December 31, 2022. After this period, the rates are subject to adjustment.

Billing Classifications	2022 Rates
Principal Engineer VI	$284
Principal Engineer V	$273
Principal Engineer IV	$263
Principal Engineer III	$251
Principal Engineer II	$242
Principal Engineer I	$233
Professional Engineer IX	$222
Engineering Designer IX	$214
Professional Engineer VIII	$212
Engineering Designer VIII	$203
Professional Engineer VII	$200
Engineering Designer VII	$193
Professional Engineer VI	$191
Engineering Designer VI	$184
Professional Engineer V	$179
Engineering Designer V	$172
Professional Engineer IV	$169
Engineering Designer IV	$169
Professional Engineer III	$164
Engineering Designer III	$164
Engineering Designer II	$150
Engineering Designer I	$139
Principal III	$295
Principal II	$270
Principal I	$245
Project Manager III	$225
Project Manager II	$200
Project Manager I	$175

Billing Classifications	2022 Rates
Cost Estimator III	$263
Cost Estimator II	$210
Cost Estimator I	$158
Construction Manager VIII	$238
Construction Manager VII	$230
Construction Manager VI	$214
Construction Manager V	$197
Construction Manager IV	$187
Construction Manager III	$170
Construction Manager II	$157
Construction Manager I	$140
Inspector VII	$197
Inspector VI	$181
Inspector V	$164
Inspector IV	$153
Inspector III	$136
Inspector II	$122
Inspector I	$105
Technician IV	$163
Technician III	$146
Technician II	$126
Technician I	$107
Project Coordinator IV	$158
Project Coordinator III	$147
Project Coordinator II	$131
Project Coordinator I	$116
Administrative III	$116
Administrative II	$107
Administrative I	$94

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	$18.00/hour
Modeling and GIS Hardware/Software	$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.

Agenda Sheet for City Council Meeting of: 05/09/2022		**Date Rec'd**	4/27/2022
		Clerk's File #	OPR 2022-0321
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	KRISTEN ZIMMER 625.6573	**Project #**	
Contact E-Mail	KZIMMER@SPOKANECITY.ORG	**Bid #**	5595-22
Agenda Item Type	Contract Item	**Requisition #**	RE 20025
Agenda Item Name	4100 COMMERCIAL WATER CONSERVATION IMPLEMENTATION SERVICES		

Agenda Wording

Contract with Mimir Water (Deer Park, WA) for commercial water efficiency strategies in accordance with the Water Conservation Master Plan (WCMP) for an initial three-year term with an optional two-year renewal. Annual spend not to exceed $75,000.00.

Summary (Background)

This work will assist the City in achieving overarching conservation goals as outlined in the WCMP, specifically the KPI for City and Commercial accounts (strategies S4 and S5). Each participating property should achieve a minimum 200,000-gallon annual savings through the assistance of the consultant. On 3/9/22, IRFP #5595-22 was issued on the City's electronic bidding portal to more than 450 contacts. Two proposals were received by the closing deadline on 3/23/22 and evaluated by committee.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Expense	**$** 75,000.00	**#** 4100-42415-34148-54201-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	SEARL, LOREN	**Study Session\Other**	PIES 4/25/22
Division Director	FEIST, MARLENE	**Council Sponsor**	CM KINNEAR
Finance	ALBIN-MOORE, ANGELA	**Distribution List**	
Legal	ODLE, MARI	ANNIKKI CHAMBERLAIN - annikki@mimirwater.com	
For the Mayor	ORMSBY, MICHAEL	kzimmer@spokanecity.org	
Additional Approvals		sjohnson@spokanecity.org	
Purchasing	PRINCE, THEA	wateraccounting@spokanecity.org	
		ddaniels@spokanecity.org	
		tax&licenses@spokanecity.org	

Committee Agenda Sheet
Public Infrastructure, Environment, & Sustainability Committee

Submitting Department	4100 Water & Hydroelectric Services
Contact Name & Phone	Kristen Zimmer, 509.625.6573
Contact Email	kzimmer@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested: N/A
Agenda Item Name	Commercial Water Conservation Implementation Services
Summary (Background)	The City's Water department is seeking to target water efficiency strategies among the local commercial sector in accordance with the Water Conservation Master Plan (WCMP). This contract will support development of educational courses and a commercial and industrial certification program, as well as facilitate collaboration with community groups. This work is intended to assist the City in achieving overarching conservation goals as outlined in the WCMP, specifically the KPI for City and Commercial accounts (strategies S4 and S5). Each participating property should achieve a minimum 200,000-gallon annual savings through the assistance of the consultant. On March 9, 2022, Informal Request for Proposals (IRFP) #5595-22 was publicly issued on the City's electronic bidding portal for these services. More than 450 contacts were notified. Two proposals were received by the closing deadline on March 23, 2022 and evaluated by committee. Award is correspondingly recommended to Mimir Water (Deer Park, WA). This contract will be for an initial three-year term with an optional two-year renewal at mutual consent not to exceed a total term of five years. Annual spend is not to exceed $75,000.00.
Proposed Council Action & Date:	Council Approval, 5/9/2022

Fiscal Impact:
Total Cost:
Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring
Specify funding source: Water Department Conservation Contractual Services

Expense Occurrence ☒ One-time ☐ Recurring

Other budget impacts: None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This contract will support a reduction in commercial water use and overall preservation of our local water resources for future generations.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The consultant will collaborate with the top 50 commercial water users and City staff to maximize water use efficiency by conducting audits to identify and implement water efficiency opportunities consistent with the objectives and initiatives in the WCMP.
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? City Water Conservation staff will work directly with the consultant to monitor program success and to implement any changes needed.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This contract supports the goals outlined in the WCMP and complies with City Purchasing Procedures.

City Clerk's No. 2022-0321

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: COMMERCIAL WATER CONSERVATION IMPLEMENTATION SERVICES

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MIMIR WATER**, whose address is 819 East C Street, Deer Park, Washington 99006 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.
The Company shall provide Commercial Water Conservation Implementation Services, in accordance with IRFP 5595-22 issued by the City, and Company's March 21, 2022 Response to Request for Proposal, which is attached as Exhibit B. In the event of a conflict between Company's Response and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.
The term of this Agreement begins on May 2, 2022, and shall run through May 1, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties for an additional two (2) year contract period, not to exceed a total term of five (5) years.

3. COMPENSATION / PAYMENT.
Total annual compensation for Company's services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000.00)** per year, not including applicable tax, payable at the hourly rate contained in Exhibit B, unless modified by a written amendment to this Agreement

The Company shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **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.

4. 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 Agreement. 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 Agreement shall be included in the project budgets.

5. 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 www.dor.wa.gov or 360-705-6741 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.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. 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.

8. INSURANCE.

During the period of the Agreement, the Company 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 Title 48 RCW:

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 Company's services to be provided under this Agreement;

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the 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 thirty (30) 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.

9. 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.

10. 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 Agreement. 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 Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.
The Company 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 Company shall incorporate by reference this Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

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

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 companies performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the 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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

16. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
B. The 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 Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the

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

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

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.

MIMIR WATER	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment
Exhibit B – March 21, 2022 Response to IRFP

22-071

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.

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

EXHIBIT B

LETTER OF SUBMITTAL

March 21, 2022

Subject: Response to IRFP 5595-22 Commercial Water Conservation Implementation Services

Dear Samantha Johnson:

Mimir Water is pleased to present a proposal to provide implementation services to the City of Spokane Water & Hydroelectric Services department to implement water efficiency strategies among the local commercial sector in accordance with the City's Water Conservation Master Plan (WCMP). This proposal details how Mimir Water will support the development of educational courses, collaboration with community groups, and a commercial and industrial certification program to achieve the WCMP goal of reducing annual water use by 200,000 gallons per participating commercial account. The following proposal provides the strategic approach to achieve this goal in collaboration with City Water Conservation staff.

Mimir Water is a Limited Liability Company operating in the western United States, primarily Washington State. The Mimir Water offices are in Deer Park, WA; however, a significant portion of the work will be conducted at City of Spokane commercial properties. No current or former City employees are, or have been, employed by Mimir Water. Mimir Water will comply with all terms and conditions set forth in IRFP 5595-22.

Sincerely,

Annikki Chamberlain

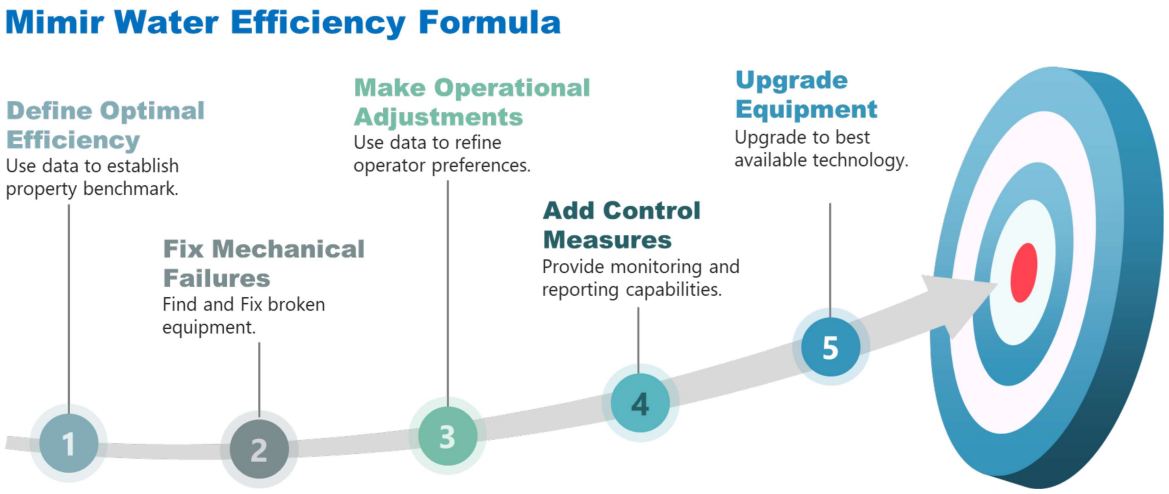
Annikki Chamberlain
President, Mimir Water LLC
928.910.0149
annikki@mimirwater.com
819 E C ST, Deer Park, WA, 99006

TECHNICAL PROPOSAL

PROJECT APPROACH/METHODOLOGY

The City of Spokane (City) 2020 Water Conservation Master Plan (WCMP) contains a comprehensive suite of incentives designed to increase water efficiency of commercial water accounts. Mimir Water will implement these incentives and provide technical support, as appropriate, to commercial customers using a 5 Step Formula designed to systematically diagnose, treat, and eliminate root-cause water waste issues commonly suffered by commercial water users. The general 5 Step Formula includes:

1. **Define Optimal Efficiency:** Determine optimal operating efficiency and communicate benchmark to relevant stakeholders such as technicians, property managers, staff, etc.
2. **Fix Mechanical Failures:** Find and fix system mechanical components not operating as designed.
3. **Make Operational Adjustments:** Identify operational adjustments that will improve efficiency. These adjustments typically include refining operator preferences such as setpoints, watering schedules, etc., to optimize water use based on available data, industry standards, and best management practices.
4. **Add Control Measures:** Control measures provide ongoing monitoring and reporting capabilities to maintain water efficiency indefinitely as part of normal operations. These measures includes a wide variety of options such as expanding existing operating procedures, adding submeters, establishing reporting systems, etc.
5. **Upgrade Equipment:** Identify opportunities to replace fixtures or controllers to the best available technology.

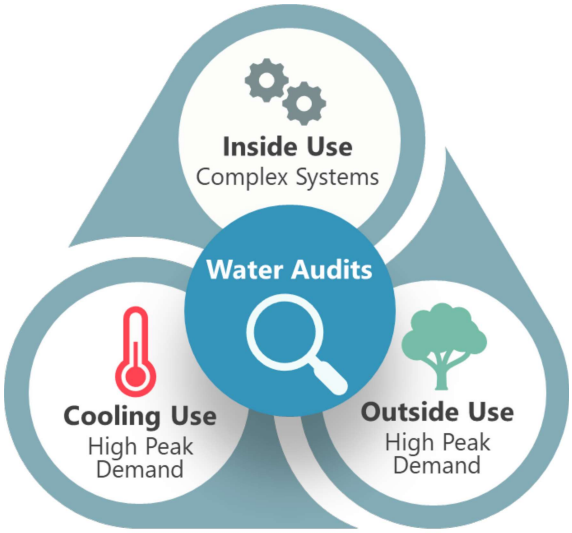


This Mimir Water Formula, centered around in-depth water audits, is refined based on one of three primary water use areas: outside water use, inside water use, and cooling water use.

Outside Water Use: Outside water use, mainly irrigation, is a significant contributor to peak summer water demand. While the US Environmental Protection Agency estimates most properties apply twice as much water as needed to maintain a healthy landscape, evidence suggests that Spokane properties use upwards of triple the water required to maintain healthy landscapes. Reducing outside water waste will reduce peak demand, increase vegetation heath, and reduce costs for commercial participants.

Cooling Water Use: Cooling water use is a significant contributor to peak summer water demand and can often account for more than 50% of domestic water use for commercial properties. Usually, cooling equipment operates at a less than optimal level due to the fear of causing mineral scale and/or miscommunication of operating efficiency expectations. Application of the Mimir Water Formula reduces the risk of asset damage while increasing water efficiency.

Inside Water Use: Water use inside buildings can range from simple, such as toilets, to complex, such as steam or filtration systems. The formula is refined based on the equipment and processes on the property.



The Mimir Water Formula will operationalize the commercial program strategies to reduce peak water demand for the City of Spokane while simultaneously delivering value to commercial property operators in the most impactful, cost-effective, and lasting manner. By aligning the priorities of all stakeholders, water efficiency becomes part of operational routines.

Consistent with the WCMP, this scope of work includes developing educational courses, collaboration with community groups, and support for developing a commercial and industrial certification program as described in the following Project Tasks.

WORK PLAN

The following section describes the project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the project's scope defined in IRFP 5595-22, including task assumptions and deliverables.

Task 1: Top 50 Commercial Water Users

Collaborate with top 50 commercial water users to maximize water use efficiency by conducting water efficiency audits to identify and implement water efficiency opportunities consistent with the objectives and initiatives in the WCMP.

- Conduct a preliminary assessment of the top 50 commercial water users based on the following information provided by the City, as available, to:
    - 1-3 years of domestic water use data
    - 1-3 years of irrigation water use data
    - Available local evapotranspiration rates
    - Lot size and landscaped area
    - Cooling tower information
- Conduct an in-depth water efficiency audit for a minimum of 10 accounts selected from the top 50 commercial water users. We will also integrate audit recommendations for commercial properties that are not part of the top 50 users as this promotes local awareness and may include high-profile users.

- Meet with City staff, commercial customers, and relevant stakeholders to review water efficiency audit findings and develop an action plan to implement water efficiency opportunities to bring the equipment into the desired efficiency range.
- Provide continued support to ensure recommendations and projects are implemented and completed as designed.

Assumptions:

- City will provide irrigation water billing data at the highest resolution possible for a minimum of one year.
- City will provide water data, as necessary, to support ongoing monitoring, measurement, and reporting efforts.
- City staff will facilitate initial contact and scheduling with the commercial accounts.

Deliverables:

- Conduct a preliminary water use assessment of the top 50 users.
- Conduct water efficiency audits for 10 of the top 50 commercial water users.
- Provide a water efficiency audit summary report identifying relevant efficiency opportunities and suggested action plan for implementation, including:
    - Equipment upgrades
    - Equipment operation
    - Operational water use
    - Facility water efficiency BMP integration
- Attend a minimum of one follow-up meeting with relevant stakeholders to review water efficiency audit findings and refine action plans to align with property routines and desired outcomes. Perform support tasks to ensure ongoing monitoring, measurement, and reporting.

Task 2: City-Owned Facility Program

Conduct water efficiency audits of five City-owned properties that are not in the top 50 commercial water users to inventory existing equipment and assess water management routines to identify and plan efficiency upgrades consistent with the objectives and initiatives identified in the WCMP.

- Work with City staff to schedule and conduct operational water efficiency audits of City-owned facilities to assess water efficiency of irrigation, cooling tower, and building water use.
- Provide a water-efficiency audit summary report outlining water efficiency opportunities, relevant incentive programs, and an action plan for water management integration with existing facility operational routines. Where necessary, collaborate with facility staff to expand operating routines to include water efficiency considerations.

Assumptions:

- City will provide water billing data at the highest resolution possible for a minimum of one year.
- City Conservation staff will facilitate contact and scheduling with the City-owned facility.

Deliverables:

- Conduct water efficiency audits for a minimum of five City-owned facilities to identify and implement City water efficiency incentives to improve irrigation, cooling tower, and building water use.

- Provide a water efficiency audit summary and action plan identifying relevant efficiency opportunities and implementation strategies, including:
    - Equipment upgrades
    - Equipment operation
    - Operational water use
    - Facility water efficiency BMP integration

Task 3: Education and Outreach

Task 3.1: Provide up to three educational courses for appropriate City staff, the general public, and commercial water account staff, as appropriate.

- Work with City staff to determine the relevant educational courses, such as irrigation efficiency trainings, and provide up to three water efficiency workshops on subject matter agreed upon with City staff and is consistent with Mimir Water subject matter expertise.
- *Assumptions*: City staff will organize training logistics such as location and schedule.
- *Deliverables*: Provide up to three educational courses as determined by City staff.

Task 3.2: Support City staff to showcase commercial customers improving water use efficiency, including outreach content material.

- Work with City Conservation staff to publish communication materials recognizing commercial customers for water efficiency efforts and achievements, including case studies, program information, etc. Measures may include written material, speaking engagements, content to be further developed by City staff into social media outreach, etc., to promote awareness of water use efficiency solutions implemented locally, nationally, and globally.
- *Assumptions*: City conservation staff will manage the main marketing program.
- *Deliverables:* Develop a minimum of four communication pieces for publication or use in City marketing materials. This material may include giving presentations at local and national conferences.

Task 3.3: Develop and implement a water-wise or SpokaneScape commercial and industrial certification program.

- Work with City Conservation staff to establish a commercial certification program to acknowledge commercial customers who are taking action to increase water efficiency.
- *Assumptions*: We will meet with City staff to discuss the program scope and agree on the program approach and desired outcomes.
- *Deliverables:* To be determined based on planning meetings with City staff.

Task 3.4: Support City staff collaboration with existing community groups to effectively implement strategies and spread awareness.

- Support the City staff collaboration with local commercial organizations by providing written material, speaking at events, etc., as needed.

PROJECT SCHEDULE

We are committed to delivering the outcomes in this proposal within the proposed timeline and budget. Regular planning meetings will be scheduled with City staff to assess implementation progress and evaluate strategy effectiveness. Program development, implementation, and recruitment will occur over the 12-month contract. Mimir Water will work on program planning, preparation, project implementation, and recruitment during the

winter season to develop implementation opportunities early in the peak water use season. Most water efficiency audits must occur during the summer to evaluate irrigation and cooling tower water use.

Water efficiency projects often have a wide range of implementation requirements and timelines depending on the extent of the project and the internal processes of the commercial account. It is typical for projected water savings to be achieved consistently one to two years after project completion. Mimir Water will evaluate project effectiveness for each facility as projects reach completion. In addition, based on previous experience, a significant amount of time is required to establish contact, communicate, and schedule with commercial customers, especially as a new program gains traction. Due to this, Mimir Water will rely heavily on City staff for much of the initial communication with the commercial accounts. We are committed to working with City staff and commercial customers to make communication and scheduling as efficient as possible.

MANAGEMENT PROPOSAL

PROJECT MANAGEMENT

PROJECT TEAM STRUCTURE/INTERNAL CONTROLS

Annikki Chamberlain, President of Mimir Water, has sole responsibility and accountability for the proposed work tasks. She is the sole member of the project team and will work directly with the City of Spokane staff and all commercial accounts that participate in the program. There are no subcontractors enlisted for the project.

STAFF QUALIFICATIONS/EXPERIENCE

Annikki Chamberlain, President of Mimir Water, will be assigned to this contract and responsible for all deliverables. Annikki has over 15 years of applied experience in water management, including water supply and efficiency, watershed and climate science, wastewater treatment, and water policy. She has served as a water quality field technician, a wastewater treatment plant operator, an environmental engineer, a water educator, a training specialist, a water resource analyst, and a water resource coordinator. Her comprehensive skill set includes applied experience in Smart City applications, benefit-cost analysis, industrial process efficiency, reclaimed water reuse, technical water efficiency training, water resources management and planning, municipal water conservation, water quality, and wastewater treatment.

Annikki has conducted over 100 water audits across many property types, including Fortune 500 Companies, City-owned facilities, schools, restaurants, industrial campuses, grocery stores, large landscapes, residential properties, etc. She has implemented water efficiency programs for three municipal water providers and an industrial manufacturing facility to improve water efficiency and reduce peak water demands. Annikki has assisted and trained hundreds of service providers and water auditors in equipment operation, troubleshooting, and diagnostic analysis using water use data, infographics, and standard operating procedures. Annikki also worked on the international water stage, serving as one of two Experts on the United States Committee that published the International ISO water footprint *standard ISO 14046:2014 Environmental management — Water footprint — Principles, requirements and guidelines standard*.

Annikki has a B.S. in Watershed Science from Colorado State University and an M.S. in Climate Science and Solutions from Northern Arizona University. Appendix A includes a copy of her resume.

EXPERIENCE OF THE FIRM

Mimir Water provides technical services to water providers and commercial properties to eliminate the cost, damage, and environmental impact of water waste. Our technical water expertise centers on optimization of

mechanical and operational water use inside buildings, irrigation systems, cooling towers, and commercial processes. We align relevant water efficiency opportunities with existing management systems to deliver action plans that guide the property into efficiency as part of existing processes. By resolving the water management failure-points common to all commercial facilities, our techniques expand a property's existing routines to include systematic diagnosis, treatment, and elimination of root-cause water waste issues.

Mimir Water President, Annikki Chamberlain, is the sole executor of this contract and brings extensive experience in Environmental Consulting, Water Auditor Training, Water Efficiency Programs, and work with Municipal Water Providers to this project. Please refer to the Staff Qualifications section and resume in Appendix A. Annikki served as a volunteer for City of Spokane Water Resource Collaboration Group in 2020/21, providing expertise in commercial water efficiency strategies. She has implemented water management systems at local businesses as a Solutions Specialist in 2019 and collaborated with City Conservation staff to conduct a water audit on a local elementary school as a training exercise in 2020.

In 2021, Annikki was awarded City of Spokane Contract ORP 2021-0330 to provide technical services for implementation of commercial water use efficiency measures and strategies regarding the Water Conservation Master Plan to achieve the goal of reducing annual water use by 200,000 gallons per participating commercial account. She completed the requirements of the contract and is looking forward to finalizing existing projects in 2022. Program accomplishments include:

1. Conducted 16 water audits for commercial water customers, including landscape watering and cooling system efficiency.
2. Evaluated the water efficiency of 15 City of Spokane Parks using a combination of water budget calculations and field audits.
3. Enrolled 18 commercial properties in the Commercial Water Efficiency Program:
    - Providence Sacred Heart
    - Providence Holy Family
    - Providence St Luke's
    - Kiemle Hagood
    - Wells Fargo Fiancial Center
    - Washington Trust Financial
    - The Flour Mill
    - Chase Financial Center
    - Riverpoint One
    - Lewis and Clark High School
    - Water Department Sites
    - City of Spokane Fire Department
4. Saved 1.5 million gallons through collaboration with the Spokane Fire Department efficient watering efforts. Station 16 and 17 efforts saved over 900,000 gallons.
5. Enrolled 40 commercial properties in the monthly landscape watering efficiency reporting program Waterfluence.
6. There are 19 active commercial water efficiency projects irrigation and cooling water efficiency, with water savings expected to occur starting in summer 2022.

REFERENCES

CUSTOMERS

Below is a reference list of three (3) customers in the state of Washington utilizing company services.

1. **City of Spokane:** Mimir Water provided technical services in 2021 to implement commercial water use efficiency measures and strategies regarding the Water Conservation Master Plan to reduce annual water use by 200,000 gallons per participating commercial account.

   Contact: Kristen Zimmer, City of Spokane Conservation Coordinator
   509.625.6573 | kzimmer@spokanecity.org

2. **Providence Ministries Medical Centers:** Mimir Water is currently implementing irrigation and cooling system efficiency projects at three Spokane medical facilities. Please note, Providence facilities are not contracted clients of Mimir Water but are provided services as part of the City of Spokane Commercial Water Efficiency Program.

   Contact: Ben Myers, Regional Director, Environment of Care
   509.474.3290 | benjamin.myers@providence.org

3. **Kiemle Hagood:** Mimir Water is implementing irrigation and cooling system efficiency projects at 6 Spokane facilities. Please note, Kiemle Hagood facilities are not contracted clients of Mimir Water but are provided services as part of the City of Spokane Commercial Water Efficiency Program.

   Contact: Jason Jackson, CPM®, Director of Commercial Management
   (509) 755-7585 | jason.jackson@kiemlehagood.com

RELATED INFORMATION

Mimir Water has never had a contract terminated.

COST PROPOSAL

Mimir Water charges $130 per hour for technical services. It is estimated an average of 48 hours of work per month will be sufficient to accomplish the tasks described in Work Plan; however, actual hours may vary based on season and project status. Fiscal year budget funds are not to exceed $75,000. A monthly invoice will be provided to the City Conservation Coordinator, including itemized hours dedicated to each task and a work description.

Appendix A: Resume

Annikki Chamberlain
President, Mimir Water™

EDUCATION

2011 M.S. Climate Science & Solutions – *Northern Arizona University*
2008 B.S. Watershed Science – *Colorado State University*

RELEVANT WORK HISTORY/ACCOMPLISHMENTS

President, Mimir Water™, 2020-present
As Founder and President of Mimir Water, Annikki provides technical support to municipal water providers, including City of Spokane, to develop and implement commercial water efficiency programs including conducting water audits, developing staff training materials, community water education and outreach, and long-term water management programs. Annikki also provides water efficiency training, including Water Auditor, Efficient Irrigation, Cooling Tower, and Advanced Systems curriculums.

Water Resource Analyst/Training Specialist, Maddaus Water Management, 2019-2021
Annikki provided technical services support to water providers for water conservation program planning and implementation, including Water Conservation Master Plans, Water Conservation Supply Reduction Forecast models, Drought Plans, Conservation Program Analysis, and sector-specific water use analyses. In addition, Annikki led Commercial Water Auditing workshops focused on commercial water use, including technical evaluation of irrigation systems, cooling towers, and building water use for five water providers.

Solutions Specialist, APANA Inc., 2019
Annikki worked closely with APANA staff to develop and deploy enterprise-level water management programs at large organizations. Annikki led integration efforts in a public/private partnership city demonstration project that successfully demonstrated cooling tower and building efficiency improvements. She performed site surveys to determine water meter installation and data integration logistics in a wide range of commercial facilities.

Water Conservation Specialist, Town of Gilbert, Arizona, 2016-2019
Annikki conducted residential, commercial, industrial, and institutional water efficiency audits. For CII customers, she provided analytical reports of water audit findings and recommendations. She also conducted data analysis, validation, and statistical analysis to assess the effectiveness of conservation programs.

Water Resource Coordinator, City of Prescott, Arizona, 2014-2016
Annikki supported the Water Resource Manager to develop short- and long-term water management policies, managing the municipal water resource portfolio, securing future water resources, completing Arizona Department of Water Resources reporting requirements, and optimizing Public works operating procedures. She also managed the City of Prescott Water Conservation Program.

Environmental Process Lead, SCA Tissue, Flagstaff, Arizona, 2011-2014
Annikki managed the Environmental Department for regional operations (2 facilities, 225 employees), including department staff supervision, environmental regulatory compliance, and operation of 2 onsite wastewater treatment plants. She developed and implemented an ISO 14001 Environmental Management System and delivered environmental training for regional staff and national counterparts. Annikki collaborated with experts to conduct the first Life Cycle Assessment of tissue products for SCA North America. In addition, Annikki collaborated with the City of Flagstaff to improve the management of reclaimed water and wastewater discharge.

Washington State Department of Revenue

Business Lookup

License Information:

New search Back to results

Entity name: MIMIR'S WELL LLC

Business name: MIMIR'S WELL LLC

Entity type: Limited Liability Company

UBI #: 604-666-178

Business ID: 001

Location ID: 0001

Location: Active

Location address: 819 E C ST
DEER PARK WA 99006-6069

Mailing address: 819 E C ST
DEER PARK WA 99006-6069

Excise tax and reseller permit status: Click here

Secretary of State status: Click here

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Deer Park General Business				Active	Nov-30-2022	Dec-03-2020
Spokane General Business - Non-Resident				Active	Nov-30-2022	Nov-17-2020

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

Governing people	Title
CHAMBERLAIN, ANNIKKI	

Registered Trade Names

Registered trade names	Status	First issued
MIMIR WATER	Active	Dec-03-2020
MIMIR'S WELL LLC	Active	Nov-17-2020

The Business Lookup information is updated nightly. Search date and time: 4/1/2022 1:10:14 PM

Contact us

How are we doing?
Take our survey!

Don't see what you expected?
Check if your browser is supported

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/4/2022

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

State Farm

Sam Higgins
3007 E 57th Avenue Suite 4
Spokane WA 992234944

CONTACT NAME: Sam Higgins
PHONE (A/C, No, Ext): 509-535-1357 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MIMIR'S WELL LLC
819 E C ST
DEER PARK WA 99006-6069

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			98-CZ-V472-6	01/12/2022	01/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

CANCELLATION

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 form was system-generated on April 4, 2022 .
To obtain a signed form, please contact your Agent.

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 853925
Richardson, TX 75085-3925

Named Insured

AT2 M-15-925D-FBB1 F N
001312 3125
MIMIR'S WELL LLC
819 E C ST
DEER PARK WA 99006-6069

0107-ST-0001

RENEWAL DECLARATIONS

Policy Number	98-CZ-V472-6	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	JAN 12 2022	JAN 12 2023

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address
SAM HIGGINS
3007 E 57TH AVE STE 4
SPOKANE WA 99223-7037

PHONE: (509) 535-1357

Office Policy

Automatic Renewal - If the **policy period** is shown as **12 months** , this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Limited Liability Company

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM Minimum Premium	$	325.00

Prepared
NOV 18 2021
CMP-4000

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N L4

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Continued on Reverse Side of Page

530-686 a.2 05-31-2011 (o1f3231c)

RENEWAL DECLARATIONS (CONTINUED)

Office Policy for MIMIR'S WELL LLC
Policy Number 98-CZ-V472-6

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase- Business Personal Property
001	819 E C ST DEER PARK WA 99006-6069	No Coverage	$ 1,100	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
Cov B - Consumer Price Index: 274.3

NOV 18 2021

SECTION I - DEDUCTIBLES

Basic Deductible $1,000

Special Deductibles:

Money and Securities	$250	Employee Dishonesty	$250
Equipment Breakdown	$1,000		

Other deductibles may apply - refer to policy.

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for MIMIR'S WELL LLC
Policy Number 98-CZ-V472-6

0207-ST-0001

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	$50,000
Off Premises	$15,000
Arson Reward	$5,000
Back-Up Of Sewer Or Drain	$15,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	$5,000
Fire Extinguisher Systems Recharge Expense	$5,000
Forgery Or Alteration	$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	$5,000
Money And Securities (On Premises)	$10,000
Money Orders And Counterfeit Money	$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	$250,000

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for MIMIR'S WELL LLC
Policy Number 98-CZ-V472-6

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	$5,000
Personal Property Off Premises	$15,000
Pollutant Clean Up And Removal	$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	$2,500
Signs	$2,500
Unauthorized Business Card Use	$5,000
Valuable Papers And Records	
On Premises	$50,000
Off Premises	$15,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

NOV 18 2021

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	$5,000
Employee Dishonesty	$10,000
Utility Interruption - Loss Of Income	$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for MIMIR'S WELL LLC
Policy Number 98-CZ-V472-6

0307-ST-0001

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	$1,000,000
Coverage M - Medical Expenses (Any One Person)	$5,000
Damage To Premises Rented To You	$300,000

AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	$2,000,000
General Aggregate	$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4102	Businessowners Coverage Form
FE-6999.3	*Terrorism Insurance Cov Notice
CMP-4819.1	Unauthorized Business Card Use
CMP-4247.1	Amendatory Endorsement
FE-3650	Actual Cash Value Endorsement
CMP-4572	Amendment of Premium Cond
CMP-4561.1	Policy Endorsement
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4706	Back-Up of Sewer or Drain
CMP-4704.1	Dependent Prop Loss of Income
CMP-4703.1	Utility Interruption Loss Incm

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RENEWAL DECLARATIONS (CONTINUED)

Office Policy for MIMIR'S WELL LLC
Policy Number 98-CZ-V472-6

CMP-4713.1	Excl Testing Consulting E&O
FD-6007	Inland Marine Attach Dec
	* New Form Attached

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Youwell
Secretary

Michael J. Tipsord
President

NOV 18 2021

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Continued on Next Page

RENEWAL DECLARATIONS (CONTINUED)

Office Policy for MIMIR'S WELL LLC
Policy Number 98-CZ-V472-6

0407-ST-0001

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.® using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

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STATE FARM FIRE AND CASUALTY COMPANY
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

Po Box 853925
Richardson, TX 75085-3925

Named Insured

M-15-925D-FBB1 F N

MIMIR'S WELL LLC
819 E C ST
DEER PARK WA 99006-6069

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	**98-CZ-V472-6**	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	JAN 12 2022	JAN 12 2023

The policy period begins and ends at 12:01 am standard time at the premises location.

0507-ST-0001

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months** , this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8724	Inland Marine Conditions
FE-8744.1	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

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NOV 18 2021
FD-6007

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007989

ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8744.1	Inland Marine Computer Prop	$ 25,000	$ 500	Included
	Loss of Income and Extra Expense	$ 25,000		Included

NOV 18 2021

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
NOV 18 2021
FD-6007

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

0607-ST-0001

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

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98-CZ-V472-6 007991

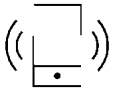
553-4361

Good news! We're making it easier for you to get a Certificate of Liability Insurance online.

0707-ST-0001

Request certificates of liability insurance for most business policies.

Choose an existing additional insured from your policy or enter a new certificate holder.



No login required. You just need your policy number and business location.

Let's get started...
Use your smart phone to scan this code or visit statefarm.com/certificate.

553-4361

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/26/2022
		Clerk's File #	OPR 2020-0372
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2017105
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	SBO
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - MAX J KUNEY		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Max J. Kuney Co. for Post Street Bridge for an increase of $3,650,000.00 for a total administrative reserve of $5,501,955.70 or 30% of the contract price. (Riverside)

Summary (Background)

The Post Street Pedestrian and Utility Bridge Replacement calls for the removal of the original bridge structure, rehabilitation of the historic arches, and construction of a new bridge structure atop the strengthened arches. During construction, more extensive repairs were needed to rehabilitate and reuse the existing 100 year old concrete arches. The funds will be also be utilized to compensate the contractor for changes in sequencing required to safely perform demolition of the structure.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact		Budget Account
Expense	$ 3,650,000.00	# 3200 95104 95300 56501 99999
Expense	$ 0	# 4250 95104 95300 56501 14392
Expense	$ 0	# 4250 98817 94360 56501 14392
Expense	$ 0	# 4250 98817 94350 56501 14392

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session\Other	UE 5/9
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear; CP 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		ktwohig@spokanecity.org	
		ddaniels@spokanecity.org	
		pyoung@spokanecity.org	

Committee Agenda Sheet
Urban Experience

Submitting Department	Public Works, Engineering
Contact Name & Phone	Kyle Twohig 625-6152
Contact Email	ktwohig@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Administrative Reserve increase for Post Street Bridge project
Summary (Background)	• The Post Street Bridge is at the end of its service life and in the process of being replaced and the arches rehabilitated • The project consists of removing the bridge structure atop the original arches, rehabilitating the historic arches, and rebuilding a new bridge structure on the reinforced arches • The bridge also carries one of the most critical sewer crossings (54" in diameter) from the south to the north side of the river. This sewer interceptor must remain live throughout construction and is being upgraded to a 60" pipe with the project • During construction, the arches were found to be in worse condition than anticipated and required more extensive repairs to remain safe and support the new structure • To protect the arches and bridge structure during demolition, the contractor had to resequence their demolition plan from the time of bid which added cost and time • Engineering Services requests to increase the administrative reserve on the project by $3,650,000 to cover the costs of the above items
Proposed Council Action & Date:	Request to increase the administrative reserve for the project will be brought before City Council for approval.

Fiscal Impact:
Total Cost:
Approved in current year budget? X Yes ☐ No ☐ N/A

Funding Source X One-time ☐ Recurring
Specify funding source: project funds (generally street or utility funds)

Expense Occurrence X One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This contract supports a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance capital projects.

Agenda Sheet for City Council Meeting of: 05/09/2022		**Date Rec'd**	5/4/2022
		Clerk's File #	CPR 2022-0002
		Renews #	
Submitting Dept	ACCOUNTING	**Cross Ref #**	
Contact Name/Phone	DERREK DANIELS 625-6005	**Project #**	
Contact E-Mail	DDANIELS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Claim Item	**Requisition #**	
Agenda Item Name	5600-CLAIMS-2022		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 4/29/2022. Total:$8,176,090.91 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$7,688,485.62

Summary (Background)

Pages 1-39 Check numbers: 585887 - 586007 ACH payment numbers: 102253 - 102493 On file for review in City Clerks Office: 39 Page listing of Claims Note:

Lease? NO Grant related? Public Works? NO

Fiscal Impact		**Budget Account**
Expense	**$** 7,688,485.62	**#** Various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MURRAY, MICHELLE	**Study Session\Other**	
Division Director	WALLACE, TONYA	**Council Sponsor**	
Finance	MURRAY, MICHELLE	**Distribution List**	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	1,672,009.50
1100	STREET FUND	284,000.54
1200	CODE ENFORCEMENT FUND	4,237.68
1300	LIBRARY FUND	19,387.54
1360	MISCELLANEOUS GRANTS FUND	2,500.00
1380	TRAFFIC CALMING MEASURES	2,164.50
1400	PARKS AND RECREATION FUND	36,695.14
1460	PARKING METER REVENUE FUND	1,396.65
1560	FORFEITURES & CONTRIBUTION FND	4,556.70
1620	PUBLIC SAFETY & JUDICIAL GRANT	48,870.69
1630	COMBINED COMMUNICATIONS CENTER	2,007.28
1640	COMMUNICATIONS BLDG M&O FUND	128.83
1680	CD/HS OPERATIONS	280.88
1690	COMM DEVELOPMENT BLOCK GRANTS	249.00
1910	CRIMINAL JUSTICE ASSISTANCE FD	2,555.00
1940	CHANNEL FIVE EQUIPMENT RESERVE	1,054.29
1950	PARK CUMULATIVE RESERVE FUND	3,362.51
1970	FIRE/EMS FUND	63,787.00
1990	TRANSPORTATION BENEFIT FUND	18.63
3200	ARTERIAL STREET FUND	664,423.23
3365	2018 UTGO LIBRARY CAPITAL BOND	4,453.85
4100	WATER DIVISION	733,349.98
4250	INTEGRATED CAPITAL MANAGEMENT	112,995.67
4300	SEWER FUND	145,750.01
4480	SOLID WASTE FUND	500,078.93
4600	GOLF FUND	5,833.95
4700	DEVELOPMENT SVCS CENTER	8,051.74
5100	FLEET SERVICES FUND	200,165.98
5200	PUBLIC WORKS AND UTILITIES	5,848.95
5300	IT FUND	154,554.85
5310	IT CAPITAL REPLACEMENT FUND	6,299.91
5400	REPROGRAPHICS FUND	1,406.83
5500	PURCHASING & STORES FUND	183.02
5600	ACCOUNTING SERVICES	424.89
5700	MY SPOKANE	242.77
5750	OFFICE OF PERFORMANCE MGMT	1,716.76
5800	RISK MANAGEMENT FUND	16,803.23
5810	WORKERS' COMPENSATION FUND	38.24
5830	EMPLOYEES BENEFITS FUND	750,563.65
5900	FACILITIES MANAGEMENT FUND OPS	15,610.25
5901	ASSET MANAGEMENT FUND CAPITAL	884,563.00
5903	PROPERTY ACQUISITION FIRE	141.70
6060	EMPLOYEES' RETIREMENT FUND	397.99
6070	FIREFIGHTERS' PENSION FUND	86,549.37
6080	POLICE PENSION FUND	47,575.61
	TOTAL:	6,497,286.72

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	4,014.08		304.13
00585887	NADINE WOODWARD	156.67		
00585888	HOFFMAN MUSIC CO		1,816.41	
00585889	2ND CHANCE RANCH RESCUE EDUC			600.00
00585890	GOLF CARS ETC/DIV OF H A V I			4,694.44
00585891	CENTURYLINK	167.94		
00585892	CUMMINS NORTHWEST LLC	2,949.54		
00585893	GREG EDGERTON	113.47		
00585894	BRIDGESTONE AMERICAS INC	5,610.78		
00585895	HENKE MFG CORP	1,668.32		
00585896	HI-LINE ELECTRIC CO	655.13		
00585897	SCOTT INMAN	206.50		
00585899	TOM VANCAMP	60.00		
00585900	LAVENDER LANDS LLC	65.00		
00585901	BLACK SNAKE BOTANICAL	60.00		
00585902	COGSWELL CONSTRUCTION LLC	65.00		
00585903	KATHLEEN MEAGLEY	956.77		
00585904	LEXINGTON HOMES	500.00		
00585905	FRUITLAND LLC	500.00		
00585906	CHRISTOPHER MCMURTREY	60.69		
00585907	KIRK MISENHEIMER	169.59		
00585908	NORTH SPOKANE IRRIGATION	31.51		
00585909	SPOKANE REGIONAL HEALTH DIST	14,936.33		
00585910	SPOKANE REGIONAL HEALTH DIST	401.59		
00585911	TRIANGLE PUMP & EQUIPMENT IN	538,392.42		
00585912	T-MOBILE	658.00		
00585913	UNITED PARCEL SERVICE	36.00		
00585914	US BANK	228.15		
00585915	WA STATE TRAFFIC SAFETY	144.31		
00585916	BALL HORTICULTURAL CO			3,145.94
00585917	CENTURYLINK COMMUNICATIONS I			516.07
00585918	HORIZON/DIV OF			1,565.98
00585919	MONICA CHAVEZ			76.00
00585920	NICOLE FOSTER			148.00
00585921	NICOLE FUGERE			50.00
00585922	LINDSAY MATERN			315.00
00585923	AMBER TRIMBLE			45.00
00585924	PARK DEPT IMPREST FUND			6.50
00585925	PARK DEPT IMPREST FUND			111.30
00585926	SPOKANE REGIONAL HEALTH DIST			11,390.00
00585927	AT&T MOBILITY	12.24		
00585928	BOUND TREE MEDICAL LLC	115.66		
00585929	CENTURYLINK	197.00		
00585930	FIREPOWER	19.00		
00585931	LEVEL 3 FINANCING INC	3,625.97		
00585932	NORTH SPOKANE IRRIGATION	5.00		
00585933	O'REILLY AUTOMOTIVE STORES I	316.55		
00585934	TAMAR POWERS	454.00		
00585935	SIX ROBBLEES INC	933.44		
00585936	LAND VIEW INC	3,473.91		
00585937	TRUCKPRO HOLDING CORPORATION	167.98		
00585938	TIMOTHY WHEELER	230.00		
00585939	CENTURYLINK			205.34

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00585940	COMCAST			205.07
00585941	ROBIN MARKS			918.75
00585942	PARK DEPT IMPREST FUND			12.10
00585972	BIDDLE CONSULTING GROUP INC	1,539.00		
00585973	DRESSER RAND	13,025.30		
00585974	ERIE LANDMARK COMPANY	9,830.00		
00585975	JEFF JURNEY	95.00		
00585976	NATALIA GUTIEEREZ	20.00		
00585977	HEATHER EMCH	40.00		
00585978	PROFESSIONAL PIPING INC	15.00		
00585979	MAINSTREAM ELECTRIC INC	55.00		
00585980	PATRIOT ELECTRIC/LIGHTING CO	15.00		
00585981	JOEL GROOM	24.00		
00585982	FLYNN BEC LP	1,152.00		
00585983	MAINSTREAM ELECTRIC INC	85.00		
00585984	BHL SERVICES	884.00		
00585985	ARC ELECTRIC & LIGHTING CORP	15.00		
00585986	VIKING BUILDERS LLC	1,250.00		
00585987	AERO-FLITE INC	0.81		
00585988	ICON ROOFING LLC	118.50		
00585989	MEINEKE DISCOUNT MUFFLERS/DI	3,417.88		
00585990	SPOKANE RIVER FORUM	964.20		
00585991	CANON FINANCIAL SERVICES INC	927.80		
00585992	CASCADE ENGINEERING INC	60,691.20		
00585993	CENTURYLINK	351.26		
00585994	EUROFINS ENVIRONMENT TESTING	336.00		
00585995	KELLER SUPPLY COMPANY	17,165.23		
00585996	KGS NORTHWEST, LLC	11,701.15		
00585997	ABSOLUTE AVIATION DEPT 145	229.20		
00585998	MODERN CONSTRUCTION &	500.00		
00585999	RAYMOND KELLEHER	218.71		
00586000	NUKEY REALTY	105.89		
00586001	DR HORTON	650.00		
00586002	LEXINGTON HOMES DRH LLC	650.00		
00586003	NW SANDBLAST & PAINT LLC	2,335.91		
00586004	PITNEY BOWES	105.61		
00586005	PUBLIC SAFETY TESTING INC	275.00		
00586006	BLUEBIRD NURSERY INC			233.10
00586007	HORIZON/DIV OF			22,019.06
80102253	ALSCO DIVISION OF ALSCO INC			13.86
80102254	NORTHWEST INDUSTRIAL SERVICE			325.00
80102255	ARTISANS INC			2,041.32
80102256	AURORA WORLD INC			1,011.72
80102257	AVISTA UTILITIES		3,391.03	
80102258	BAKER & TAYLOR BOOKS		3,407.05	
80102259	CATHOLIC CHARITIES	2,555.00		
80102260	CDW GOVERNMENT INC		126.01	
80102261	CENGAGE LEARNING INC		171.73	
80102262	CONTRACT DESIGN ASSOCIATES I		18,255.11	
80102263	CHRISTINA COTY	77.24		
80102264	CHARLES R DELGADO	130.00		
80102265	DEMCO INC		5,716.34	
80102266	EDGE CONSTRUCTION SUPPLY			2,120.12

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80102267	EXPRESS NAME TAGS & MORE, IN		12.25	

80102268	GARCO CONSTRUCTION INC		26,350.75		
80102269	GEO ENGINEERS INC				5,571.17
80102270	HELVETICKA INC		29,740.91		
80102271	HUMANIX HUMAN RESOURCE		1,786.00		
80102272	LUCI CREATIVE LLC		16,715.25		
80102273	MALLORY PAINT STORE INC				4,464.25
80102274	NATIONAL COLOR GRAPHICS INC		252.88		
80102275	OVERDRIVE INC		12,501.97		
80102276	PATRON POINT INC		1,384.00		
80102277	PROQUEST LLC		10,628.01		
80102278	PROVOST PROFESSIONAL	548.35			
80102279	ROBERT HALF INTERNATIONAL IN				1,242.21
80102280	SMITH WESTERN CO				2,814.65
80102281	SOUTHWEST SPOKANE COMMUNITY				3,328.92
80102282	DR LOUIS C SOWERS	4,200.00			
80102283	ADAM SMITH				506.25
80102284	PAUL TAPIA	1,560.00			
80102285	TECHNICAL FURNITURE SYSTEMS		116,630.48		
80102286	UNIV DIST PUBLIC DEV AUTHORI	590,602.83			
80102287	VAN ENGELEN INC				1,624.39
80102288	VERIZON WIRELESS		202.67		
80102289	WILBUR ELLIS COMPANY				7,654.53
80102290	YWCA	1,122.00			
80102291	TEAGUE GRIFFITH	200.25			
80102292	AVISTA UTILITIES	9,882.62			
80102293	BATTERY SYSTEMS INC	1,745.78			
80102294	BERGKAMP INC	941.10			
80102295	LITHIA MOTORS PAYMENT	154.02			
80102296	CERTIFIED POWER INC	2,406.28			
80102297	CINTAS CORPORATION NO 3	907.29			
80102298	COBALT TRUCK EQUIPMENT	112.98			
80102299	COPIERS NORTHWEST INC	13.93			
80102300	COPPER STATE BOLT & NUT CO	442.72			
80102301	DENNIS CLEAVENGER	8,029.89			
80102302	GWP HOLDINGS LLC	13,529.61			
80102303	GORLEY LOGISTICS LLC	40.44			
80102304	FIREPOWER INC				1,258.96
80102305	GALLS LLC	51,318.85			
80102306	GORDON TRUCK CENTERS INC DBA	2,243.49			
80102307	GRAINGER INC	319.83			
80102308	GUNARAMA WHOLESALE INC	4,989.83			
80102309	INLAND PACIFIC HOSE & FITTIN	8.76			
80102310	INTERFAITH HOSPITALITY	52,296.13			
80102311	INT'L ASSN OF CHIEFS OF POLI	240.00			
80102312	FORCE AMERICA DISTRIBUTING I	164.62			
80102313	NATIONAL BARRICADE COMPANY	1,241.46			
80102314	NATIONAL COLOR GRAPHICS INC				162.41
80102315	OXARC INC				6.21
80102316	RLO GOLF CARS INC				11,218.01
80102317	THE SALVATION ARMY	41,666.68			
80102318	SIEMENS INDUSTRY INC	4,916.99			
80102319	SPOKANE NEIGHBORHOOD ACTION	81,993.43			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80102320	SPOKANE COUNTY TREASURER	129.39		7.36
80102321	STARPLEX CORP	16,295.00		
80102322	TRANSITIONS DBA TRANSITIONAL	38,065.50		
80102323	VERIZON WIRELESS	4,521.13		
80102324	VIC B LINDEN AND SONS			994.81

80102325	WEST CENTRAL COMMUNITY	1,827.55		
80102326	WSF LLC	5,179.24		
80102327	YWCA	6,941.42		
80102328	ALPHA WIRELESS AUTOMATION	468.00		
80102329	ALSCO DIVISION OF ALSCO INC	87.14		
80102330	NORTHWEST INDUSTRIAL SERVICE	220.00		130.00
80102331	ARAMARK UNIFORM SERVICES	1,767.20		
80102332	AVISTA UTILITIES	227,484.89		
80102333	CHASE YOUTH FOUNDATION	11,250.00		
80102334	CHEM-AQUA INC			1,015.95
80102335	COFFMAN ENGINEERS INC	3,578.86		
80102336	CONTROL SOLUTIONS NW INC	61.32		
80102337	COPIERS NORTHWEST INC	774.31		
80102338	DAVID CLARK COMPANY INC	735.70		
80102339	DELL MARKETING LP	18,467.10		
80102340	FASTENAL CO	5,132.74		
80102341	WINGFOOT COMMERCIAL TIRE	2,606.08		
80102342	GORDON TRUCK CENTERS INC DBA	292.80		
80102343	THE HIDE OUT/ROYCE SHIELDS	1,629.01		
80102344	HUGHES FIRE EQUIPMENT INC	40.64		
80102345	INTELLECTYX INC	29,566.67		
80102346	INTERMOUNTAIN SLURRY SEAL IN	10,604.92		
80102347	KENWORTH SALES COMPANY	17,174.98		
80102348	KPFF CONSULTING ENGINEERS	10,343.86		15,149.77
80102349	KYOCERA DOCUMENT SOLUTIONS	1,089.60		
80102350	LEE & HAYES PC			1,450.00
80102351	MCCOY, BRENDEN			250.00
80102352	MEGA WASH LLC	4,947.45		
80102353	MOTION AUTO SUPPLY	631.20		
80102354	MOUNTAIN CONSULTING SVCS LLC	2,500.00		
80102355	MR CAR WASH	135.00		
80102356	NAPA AUTO PARTS	1,454.35		
80102357	NORCO INC	48.12		
80102358	NOVUS AUTO GLASS	1,392.62		
80102359	OCHOCO MANUFACTURING CORP	2,254.50		
80102360	OWEN EQUIPMENT CO	377.70		
80102361	PAPE MATERIAL HANDLING	252.36		
80102362	PAPE MACHINERY INC	4,031.98		
80102363	PLANET TURF			2,008.33
80102364	POINTE PEST CONTROL	130.80		
80102365	PREMERA BLUE CROSS OR	495,921.49		
80102366	MARY F ROE			360.00
80102367	SOLID WASTE SYSTEMS INC	7,547.96		
80102368	SOUTHWEST SPOKANE COMMUNITY	9,275.61		
80102369	SPOKANE COUNTY TREASURER	2,644.74		308.83
80102370	SPOKANE HOUSE OF HOSE INC	569.88		
80102371	SPOKANE INT'L AIRPORT	120.00		
80102372	COWLES PUBLISHING COMPANY	170.29		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80102373	SUNBELT RENTALS INC			629.67
80102374	BRAD L WHITE	574.10		
80102375	JEFFREY THOMPSON			100.80
80102376	TITAN TRUCK EQUIPMENT	293.46		
80102377	TOBY'S BODY & FENDER INC	4,737.09		
80102378	US BANK OR CITY TREASURER	16,803.23		
80102379	VERIZON WIRELESS	1,410.84		
80102380	WA STATE DEPT/TRANSPORTATION	1,547.14		
80102381	WENDLE FORD NISSAN ISUZU	1,004.44		

80102382	WEST CENTRAL COMMUNITY	28,951.50			
80102383	WESTERN STATES EQUIPMENT CO	2,443.34			
80102384	WILDROSE LTD dba				683.43
80102385	CARRIE ANNE JAHNS				221.25
80102386	KELLIE FERRANTE	450.00			
80102387	ALLIED ENVELOPE	118.05			
80102388	AVISTA CORPORATION	1,182.28			
80102389	BARR-TECH LLC	68,211.68			
80102390	ALEXANDER GOOD DEPOT LLC	13,368.00			
80102391	BUCK'S TIRE & AUTOMOTIVE	109.00			
80102392	C & C YARD CARE	3,563.49			
80102393	CAMERON-REILLY LLC	750,166.03			
80102394	COLEMAN OIL COMPANY LLC	43,787.12			
80102395	COPIERS NORTHWEST INC	277.39			
80102396	DELL MARKETING LP	10,111.76			
80102397	EVERGREEN STATE TOWING LLC	492.68			
80102398	FELTON FIRE SERVICE LLC	1,168.94			
80102399	GALLS LLC	1,750.28			
80102400	GORDON TRUCK CENTERS INC DBA	5,187.85			
80102401	THE GUARDIANS FOUNDATION INC	79,178.91			
80102402	HELFRICH BROTHERS BOILER WOR	19,817.07			
80102403	K & L GATES LLP	7,241.85			
80102404	KENWORTH SALES COMPANY	11,041.54			
80102405	KNIGHT CONSTRUCTION &	1,355.75			
80102406	LAURI WEINMANN	3,416.02			
80102407	PACWEST MACHINERY LLC	42,440.59			
80102408	PMTECH INC	5,650.00			
80102409	SPOKANE NEIGHBORHOOD ACTION	52,239.94			
80102410	SPOKANE COUNTY TREASURER	17,274.38			
80102411	SPOKANE PUBLIC SCHOOLS	1,620,665.10			
80102412	COWLES PUBLISHING COMPANY	18.63			
80102413	US BANK P CARD PAYMENTS	337,043.04			
80102414	VERIZON WIRELESS	2,448.47			
80102415	WCP SOLUTIONS	235.61			
80102416	WEST PLAINS AIRPORT AREA	156,012.29			
80102417	ABM JANITORIAL SERVICES SOUT	1,329.77			
80102418	ACI NORTHWEST INC				244.16
80102419	ACTION MATERIALS	3,174.77			
80102420	AGATHOS LABORATORIES INC	7,380.65			
80102421	INLAND NW AGC APPRENTICESHIP	12,500.00			
80102422	ALLIED ENVELOPE	492.03			
80102423	ALS LABORATORY GROUP	130.00			
80102424	ALSCO DIVISION OF ALSCO INC	22.11			
80102425	AVISTA UTILITIES	10,002.89			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80102426	THE FA BARTLETT TREE EXPERT			11,850.88
80102427	BETTER HEALTH TOGETHER	202,308.03		
80102428	BUDINGER & ASSOCIATES INC	50.00		
80102429	CATHOLIC CHARITIES	143,556.69		
80102430	CINTAS CORPORATION NO 3	2,335.96		
80102431	COLEMAN OIL COMPANY LLC	18,118.63		11,445.69
80102432	COMCAST	192.64		
80102433	COMMUNITY HEALTH ASSOCIATION	5,989.50		
80102434	STEVE CONNER			10,052.48
80102435	COPIERS NORTHWEST INC	6,100.75		
80102436	CORE & MAIN LP	57,808.38		
80102437	CREEK AT QUALCHAN GOLF COURS			10,927.60
80102438	DELL MARKETING LP	982.11		

80102439	DELTA DENTAL OF WASHINGTON	62,821.42		
80102440	DYKMAN ELECTRIC INC	4,877.75		
80102441	ELJAY OIL CO INC	2,082.86		
80102442	FASTENAL CO	5,061.42		
80102443	FEDERAL EXPRESS CORP/DBA FED	189.13		
80102444	KAREN L FELBER			218.40
80102445	FLUME INC	4,687.00		
80102446	FRANCIS AVENUE HARDWARE			2,241.72
80102447	GARDEN GATE NURSERY LLC			8,763.60
80102448	GMCO CORP	37,895.41		
80102449	GOODWILL INDUSTRIES OF THE	343,321.72		
80102450	HRA VEBA TRUST	500.00		
80102451	INLAND ENVIRONMENTAL RESOURC	13,962.44		
80102452	INSIGHT DISTRIBUTING INC			13,961.00
80102453	INTERFAITH HOSPITALITY	22,589.42		
80102454	KAISER FOUNDATION HEALTH PLA	257,342.12		
80102455	KEMIRA WATER SOLUTIONS INC	6,206.19		
80102456	KRUEGER SHEET METAL COMPANY	5,559.00		
80102457	LINN MACHINE & MFG	73,424.15		
80102458	MYTHICS INC	143.06		
80102459	NATIONAL BARRICADE COMPANY	1,742.40		
80102460	NATIONAL FILTER MEDIA	116,027.78		
80102461	NEPTUNE TECHNOLOGY GROUP INC	36,992.88		
80102462	NORCO INC	2,116.41		
80102463	NORFOLK BEARINGS & SUPPLY CO	12,537.00		
80102464	NORTH COAST ELECTRIC COMPANY	1,091.66		
80102465	ORACLE AMERICA INC	51,913.27		
80102466	OXARC INC	1,155.36		
80102467	PARTNERS WITH FAMILIES &	6,480.61		
80102468	PETE LIEN & SONS INC	34,315.08		
80102469	PREMERA BLUE CROSS	68,603.60		
80102470	PRO MECHANICAL SERVICES INC	1,446.70		
80102471	REHN & ASSOCIATES	1,500.00		
80102472	ROGUE HEART MEDIA INC	6,062.91		
80102473	BRANDSAFWAY SERVICES INC	1,308.00		
80102474	SANDBAGGERS CLUB LLC			8,799.31
80102475	SECOND HARVEST FOOD BANK OF	3,710.42		
80102476	SHI CORP	64,256.45		
80102477	SIMPLOT PARTNERS			2,289.00
80102478	SITEONE LANDSCAPE SUPPLY LLC			2,016.50

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80102479	SPOKANE NEIGHBORHOOD ACTION	10,943.17		
80102480	SPOKANE COUNTY TREASURER	8,315.50		
80102481	SPOKANE FIRE FIGHTERS BENEFI	16,500.00		
80102482	SPOKANE HOUSING AUTHORITY	3,213.32		
80102483	SPOKANE INT'L AIRPORT	392.04		
80102484	STANLEY CONVERGENT SECURITY			234.27
80102485	T & T GOLF MANAGEMENT INC			19,952.08
80102486	TOOLE DESIGN GROUP LLC	2,164.50		
80102487	TRANSITIONS DBA TRANSITIONAL	5,867.40		
80102488	VOLUNTEERS OF AMERICA OF	29,717.47		
80102489	WEST CENTRAL COMMUNITY	7,187.08		
80102490	WESTERN EQUIPMENT DISTRIBUTO			17,109.27
80102491	WSF LLC	197.53		
80102492	WILBUR ELLIS COMPANY			3,174.52
80102493	YWCA	23,309.51		
		7,688,485.62	249,088.85	238,516.44

CITYWIDE TOTAL:	8,176,090.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

BLACK SNAKE BOTANICAL VICTORIA SEIDEL	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00585901	60.00
COGSWELL CONSTRUCTION LLC MATTHEW COGSWELL	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00585902	65.00
LAVENDER LANDS LLC DIANE MEDINA	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00585900	65.00
TOM VANCAMP 6112 N WISCOMB ST	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00585899	60.00
TOTAL FOR 0020 - NONDEPARTMENTAL		250.00

0030 - POLICE OMBUDSMAN

CHRISTINA COTY	LOCAL MILEAGE ACH PMT NO. - 80102263	77.24
COPIERS NORTHWEST INC	MISC SERVICES/CHARGES ACH PMT NO. - 80102299	7.51
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80102413	400.00
TOTAL FOR 0030 - POLICE OMBUDSMAN		484.75

0100 - GENERAL FUND

BHL SERVICES 5517 W 21ST AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00585984	884.00
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80102413	18,229.36-
TOTAL FOR 0100 - GENERAL FUND		17,345.36-

0230 - CIVIL SERVICE

BIDDLE CONSULTING GROUP INC	CONTRACTUAL SERVICES CHECK NO. - 00585972	1,539.00
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00586005	33.00
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80102413	750.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	54.49

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80102413	59.11

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	147.65
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80102413	605.59
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102323	80.24
	TOTAL FOR 0230 - CIVIL SERVICE	3,269.08

0260 - CITY CLERK

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	304.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	58.09
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	195.00
	TOTAL FOR 0260 - CITY CLERK	557.73

0320 - COUNCIL

US BANK P CARD PAYMENTS	COMPUTERS ACH PMT NO. - 80102413	312.40
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	269.08
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	178.76
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	50.05
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	1.17
	TOTAL FOR 0320 - COUNCIL	811.46

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80102413	4,856.80
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	19.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	411.51
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80102413	25.00
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES	

	-	6.83
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	2.25
	TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	5,321.43

0350 - COMMUNITY CENTERS

SOUTHWEST SPOKANE COMMUNITY CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80102368	9,275.61
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80102382	28,951.50
	TOTAL FOR 0350 - COMMUNITY CENTERS	38,227.11

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80102331	25.83
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102435	671.06
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80102408	3,785.50
SPOKANE PUBLIC SCHOOLS	OTHER IMPROVEMENTS ACH PMT NO. - 80102411	736,102.10
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	38.16
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	559.51
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	2,125.84
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	147.14
US BANK P CARD PAYMENTS	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80102413	54.49
	TOTAL FOR 0370 - ENGINEERING SERVICES	743,509.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0410 - FINANCE

US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80102413	26.30
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80102413	45.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	201.64

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	10.99
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	5,611.94
TOTAL FOR 0410 - FINANCE		5,896.12

0430 - GRANTS MANAGEMENT

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	180.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	158.00
TOTAL FOR 0430 - GRANTS MANAGEMENT		338.00

0450 - NEIGHBHD HOUSING HUMAN SVCS

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102414	75.26
TOTAL FOR 0450 - NEIGHBHD HOUSING HUMAN SVCS		75.26

0470 - HISTORIC PRESERVATION

ERIE LANDMARK COMPANY BRONZE BY ZIMMERMAN	OPERATING SUPPLIES CHECK NO. - 00585974	9,830.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102414	42.63
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	884.70
TOTAL FOR 0470 - HISTORIC PRESERVATION		10,757.33

0500 - LEGAL

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102417	1,329.77
US BANK P CARD PAYMENTS	CLE TRAVEL ACH PMT NO. - 80102413	463.40
US BANK P CARD PAYMENTS	LEGAL SERVICES ACH PMT NO. - 80102413	67.50
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80102413	189.64
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	344.82

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	131.88
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	66.95
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80102413	60.00
WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	11.87
TOTAL FOR 0500 - LEGAL		2,665.83

0520 - MAYOR

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80102396	1,500.00
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80102438	2,951.33
NADINE WOODWARD	AIRFARE CHECK NO. - 00585887	156.67
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80102413	209.34
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	194.97
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	660.00
TOTAL FOR 0520 - MAYOR		5,672.31

0550 - NEIGHBORHOOD SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	20.57

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		20.57

0560 - MUNICIPAL COURT

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80102422	382.63
HEATHER EMCH 1324 26TH AVE	CASH OVER/SHORT CHECK NO. - 00585977	40.00
JEFF JURNEY PO BOX 14182	CASH OVER/SHORT CHECK NO. - 00585975	95.00
NATALIA GUTIEEREZ 4420 N CINCINNATI ST	CASH OVER/SHORT CHECK NO. - 00585976	20.00
US BANK	BANK FEES	

TREASURY MANAGEMENT SERVICES	CHECK NO. - 00585914	228.15
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80102413	81.58
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80102413	33.39
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	25.41
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	201.64
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80102413	343.65
TOTAL FOR 0560 - MUNICIPAL COURT		1,451.45

0580 - OFFICE OF YOUTH

CHASE YOUTH FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO. - 80102333	11,250.00
TOTAL FOR 0580 - OFFICE OF YOUTH		11,250.00

0620 - HUMAN RESOURCES

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	167.73
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	121.52
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	125.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0620 - HUMAN RESOURCES		414.25

0650 - PLANNING SERVICES

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80102396	342.63
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	400.00
TOTAL FOR 0650 - PLANNING SERVICES		742.63

0680 - POLICE

ALEXANDER GOOD DEPOT LLC C/O BLACK REALTY MGMT	OPERATING RENTALS/LEASES ACH PMT NO. - 80102390	13,368.00
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80102387	118.05

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80102292	6,241.71
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80102292	3,640.91
CENTURYLINK	TELEPHONE CHECK NO. - 00585891	167.94
CHRISTOPHER MCMURTREY	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00585906	60.69
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102299	6.42
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102435	4,472.37
DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80102282	4,200.00
GALLS LLC	CLOTHING ACH PMT NO. - 80102399	4,809.83
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80102305	61.15
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80102305	9,050.79
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80102303	40.44
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80102307	101.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80102308	4,989.83
INT'L ASSN OF CHIEFS OF POLICE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102311	240.00
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80102406	3,416.02
PUBLIC SAFETY TESTING INC	PROFESSIONAL SERVICES CHECK NO. - 00586005	242.00
REHN & ASSOCIATES SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80102471	1,500.00
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00585913	36.00
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80102413	259.86
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80102413	158.65
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	4,934.48

US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80102413	119.83
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	823.84
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80102413	163.49
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	18,531.33
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	1,184.84
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80102413	354.87
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80102413	92.65
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80102413	1,987.94
US BANK P CARD PAYMENTS	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80102413	817.49
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	20,095.00
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80102413	107.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OTH DUES/SUBSCRIPTNS/MEMBERSHP -	55.80
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80102290	1,122.00
	TOTAL FOR 0680 - POLICE	107,573.21

0690 - COMMUNITY JUSTICE SERVICES

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	47.51
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	230.51
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80102413	60.00
	TOTAL FOR 0690 - COMMUNITY JUSTICE SERVICES	338.02

0700 - PUBLIC DEFENDER

CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80102264	130.00
PAUL TAPIA	LEGAL SERVICES	

TAPIA INVESTIGATIVE SERVICES	ACH PMT NO. - 80102284	1,560.00
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80102278	548.35
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80102413	30.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	845.22
TOTAL FOR 0700 - PUBLIC DEFENDER		3,113.57

0750 - COMMUNITY/ECONOMIC DEV DVSN

UNIV DIST PUBLIC DEV AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80102286	590,602.83
WEST PLAINS AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	OTHER MISC CHARGES ACH PMT NO. - 80102416	156,012.29
TOTAL FOR 0750 - COMMUNITY/ECONOMIC DEV DVSN		746,615.12

1100 - STREET FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80102331	252.74
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80102332	212,024.62
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80102332	1,261.29
CENTURYLINK	TELEPHONE CHECK NO. - 00585929	197.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102337	774.31
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80102340	5,132.74
GMCO CORP DBA ROADWISE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102448	37,895.41
INTERMOUNTAIN SLURRY SEAL INC	CONTRACTUAL SERVICES ACH PMT NO. - 80102346	10,604.92
LAND VIEW INC DBA TECHNICHEM	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00585936	3,473.91
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80102357	48.12
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00585932	5.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80102330	220.00

US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	1,445.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	1,092.37
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	54.97
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	1,293.54
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80102413	165.56
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80102413	54.71
US BANK P CARD PAYMENTS	PUBLIC UTILITY SERVICE ACH PMT NO. - 80102413	25.53
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102413	3,549.34

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80102413	1,479.43
US BANK P CARD PAYMENTS	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80102413	114.40
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102379	645.88
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80102379	479.13
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	163.48
WA STATE DEPT/TRANSPORTATION	CONTRACTUAL SERVICES ACH PMT NO. - 80102380	1,547.14
TOTAL FOR 1100 - STREET FUND		284,000.54

1200 - CODE ENFORCEMENT FUND

SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80102410	1,875.36
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80102413	989.32
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	160.21
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80102413	12.43
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	1,200.36

TOTAL FOR 1200 - CODE ENFORCEMENT FUND		4,237.68

1300 - LIBRARY FUND

US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80102413	38.11
US BANK P CARD PAYMENTS	COMPUTERS ACH PMT NO. - 80102413	2,451.42
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80102413	500.65
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80102413	1,216.43
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	448.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	996.51
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80102413	241.00
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80102413	415.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	3,929.03
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	691.20
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80102413	114.00
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80102413	364.73
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80102413	233.10
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80102413	2,278.23
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102413	5,228.04
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80102413	228.18
WA STATE DEPT OF REVENUE	PROFESSIONAL SERVICES -	13.50
TOTAL FOR 1300 - LIBRARY FUND		19,387.54

1360 - MISCELLANEOUS GRANTS FUND

MOUNTAIN CONSULTING SVCS LLC	BUILDING IMPROVEMENTS	

	ACH PMT NO. - 80102354	2,500.00
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		2,500.00

1380 - TRAFFIC CALMING MEASURES

TOOLE DESIGN GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80102486	2,164.50
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		2,164.50

1400 - PARKS AND RECREATION FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MYTHICS INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80102458	143.06
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80102413	1,424.45
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	3,402.91
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80102413	347.27
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80102413	316.12
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	2,335.43
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80102413	1,811.02
US BANK P CARD PAYMENTS	INVENTORY HELD FOR RESALE ACH PMT NO. - 80102413	2,134.37
US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80102413	3,235.89
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	4,931.84
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80102413	26.72
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	666.32
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80102413	86.77
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	9,166.01
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	374.97
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80102413	75.00

US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80102413	1,023.84
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	1,578.99
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80102413	3,354.66
WA STATE DEPT OF REVENUE	ADVERTISING -	5.57

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	BUILDING REPAIRS/MAINTENANCE -	39.12
WA STATE DEPT OF REVENUE	INVENTORY HELD FOR RESALE -	65.06
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	45.33
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	99.02
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	5.40
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	36,695.14

1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102395	277.39
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80102413	566.28
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	247.78
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80102413	305.20
	TOTAL FOR 1460 - PARKING METER REVENUE FUND	1,396.65

1560 - FORFEITURES & CONTRIBUTION FND

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	4,513.94
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	42.76
	TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	4,556.70

1620 - PUBLIC SAFETY & JUDICIAL GRANT

GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80102305	39,147.36
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80102410	9,579.02
WA STATE TRAFFIC SAFETY COMMISSION	DEPT OF TRANSPORTATION CHECK NO. - 00585915	144.31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	48,870.69

1630 - COMBINED COMMUNICATIONS CENTER

SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80102481	1,000.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	179.78
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	42.50
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	785.00
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		2,007.28

1640 - COMMUNICATIONS BLDG M&O FUND

ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80102328	19.50
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	94.52
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	14.81
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		128.83

1680 - CD/HS OPERATIONS

TEAGUE GRIFFITH	PER DIEM ACH PMT NO. - 80102291	200.25
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80102413	80.63
TOTAL FOR 1680 - CD/HS OPERATIONS		280.88

1690 - COMM DEVELOPMENT BLOCK GRANTS

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	249.00

TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS 249.00

1910 - CRIMINAL JUSTICE ASSISTANCE FD

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80102259	2,555.00

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD 2,555.00

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	740.53
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	215.82
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80102413	89.85
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	8.09

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE 1,054.29

1950 - PARK CUMULATIVE RESERVE FUND

COFFMAN ENGINEERS INC	PLAYGROUNDS ACH PMT NO. - 80102335	3,362.51

TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND 3,362.51

1970 - FIRE/EMS FUND

ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80102328	448.50
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102329	87.14
AT&T MOBILITY	CELL PHONE CHECK NO. - 00585927	12.24
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00585928	115.66
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80102336	61.32
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102338	735.70
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80102339	18,467.10
FIREPOWER 10220 N NEVADA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00585930	19.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	MINOR EQUIPMENT ACH PMT NO. - 80102342	292.80
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80102450	500.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102344	40.64
KELLIE FERRANTE	REGISTRATION/SCHOOLING ACH PMT NO. - 80102386	450.00
KYOCERA DOCUMENT SOLUTIONS AMERICA INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102349	1,089.60
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80102355	135.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80102356	171.98
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102356	87.23
POINTE PEST CONTROL	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80102364	130.80
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80102481	15,500.00
THE HIDE OUT/ROYCE SHIELDS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80102343	1,487.31
TIMOTHY WHEELER	REGISTRATION/SCHOOLING CHECK NO. - 00585938	230.00
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80102413	235.33
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80102413	284.49
US BANK P CARD PAYMENTS	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80102413	39.72
US BANK P CARD PAYMENTS	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102413	28.42
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	3,297.02
US BANK P CARD PAYMENTS	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80102413	36.59
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	204.23
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	5,582.64

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	3,787.46
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80102413	771.76
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80102413	13.81
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80102413	31.88
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80102413	47.69
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	2,314.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102413	1,531.06
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80102413	1,915.10
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80102413	490.05
US BANK P CARD PAYMENTS	TELEPHONE ACH PMT NO. - 80102413	26.66
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102413	2,941.95
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80102413	43.59
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	98.07
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	3.46
	TOTAL FOR 1970 - FIRE/EMS FUND	63,787.00

1990 - TRANSPORTATION BENEFIT FUND

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80102412	18.63
	TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND	18.63

3200 - ARTERIAL STREET FUND

CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80102393	513,962.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAMERON-REILLY LLC	CONTRACTUAL SERVICES

	ACH PMT NO. - 80102393	140,067.33
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80102372	49.18
KPFF CONSULTING ENGINEERS	CONTRACTUAL SERVICES ACH PMT NO. - 80102348	10,343.86
TOTAL FOR 3200 - ARTERIAL STREET FUND		664,423.23

3365 - 2018 UTGO LIBRARY CAPITAL BOND

US BANK P CARD PAYMENTS	MACHINERY/EQUIPMENT ACH PMT NO. - 80102413	4,103.85
US BANK P CARD PAYMENTS	OTHER CAPITALIZED COSTS ACH PMT NO. - 80102413	350.00
TOTAL FOR 3365 - 2018 UTGO LIBRARY CAPITAL BOND		4,453.85

4100 - WATER DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102419	2,001.01
AGATHOS LABORATORIES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80102420	7,380.65
CENTURYLINK	TELEPHONE CHECK NO. - 00585993	145.86
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102430	457.92
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80102436	57,808.38
FLUME INC	OPERATING SUPPLIES ACH PMT NO. - 80102445	4,687.00
KATHLEEN MEAGLEY 621 W 27TH AVE	REFUNDS CHECK NO. - 00585903	956.77
KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER CHECK NO. - 00585995	17,165.23
NATIONAL BARRICADE COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80102459	1,742.40
NATIONAL BARRICADE COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102313	1,241.46
NEPTUNE TECHNOLOGY GROUP INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80102461	7,414.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NEPTUNE TECHNOLOGY GROUP INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80102461	29,578.13
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102462	34.23

NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00586000	68.13
NW SANDBLAST & PAINT LLC	REPAIRS/MAINTENANCE CHECK NO. - 00586003	2,335.91
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80102466	1,155.36
RAYMOND KELLEHER 148 E HAZEL ST	REFUNDS CHECK NO. - 00585999	49.21
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES ACH PMT NO. - 80102472	6,062.91
SCOTT INMAN	PERMITS/OTHER FEES CHECK NO. - 00585897	206.50
SIEMENS INDUSTRY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102318	4,916.99
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80102369	1,977.36
SPOKANE COUNTY TREASURER	WA DEPT OF REVENUE ACH PMT NO. - 80102369	667.38
TRIANGLE PUMP & EQUIPMENT INC	MACHINERY/EQUIPMENT CHECK NO. - 00585911	538,392.42
US BANK P CARD PAYMENTS	ALARM/SECURITY SERVICES ACH PMT NO. - 80102413	100.00
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80102413	900.55
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	389.89
US BANK P CARD PAYMENTS	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80102413	2,147.23
US BANK P CARD PAYMENTS	MEDICAL SERVICES ACH PMT NO. - 80102413	140.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	2,863.73
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	977.71
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80102413	4,907.08

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	4,756.36
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	1,820.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102413	25,772.41

US BANK P CARD PAYMENTS	TESTING SERVICES ACH PMT NO. - 80102413	12.55
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80102413	1,852.97
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	8.92
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	106.54
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	148.08
TOTAL FOR 4100 - WATER DIVISION		733,349.98

4250 - INTEGRATED CAPITAL MANAGEMENT

AVISTA UTILITIES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80102332	14,198.98
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80102428	50.00
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80102393	96,135.84
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80102335	216.35
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80102372	121.11
NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00586000	10.73
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80102408	1,864.50
RAYMOND KELLEHER 148 E HAZEL ST	REFUNDS CHECK NO. - 00585999	57.96
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	333.90
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	6.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT	112,995.67

4300 - SEWER FUND

NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00586000	13.04
RAYMOND KELLEHER 148 E HAZEL ST	REFUNDS CHECK NO. - 00585999	67.77

TOTAL FOR 4300 - SEWER FUND		80.81

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102419	1,173.76
FASTENAL CO	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80102442	119.41
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102442	228.20
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80102480	8,586.51
T-MOBILE	CELL PHONE CHECK NO. - 00585912	628.25
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	1,156.14
US BANK P CARD PAYMENTS	MEDICAL SERVICES ACH PMT NO. - 80102413	280.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	2,574.79
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	978.97
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	4,081.28
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	872.75
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80102413	8.50
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80102413	122.15
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	545.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102413	4,485.86
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80102413	934.42
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80102413	161.17
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102323	2,538.87
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	202.50
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	79.65

WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102491	197.53
WSF LLC dba WESTERN SYSTEMS &	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102326	5,179.24
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		35,135.90

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80102423	130.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80102425	265.57
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80102425	52.40
BRANDSAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102473	1,308.00
CINTAS CORPORATION NO 3 LOC 606	OPERATING SUPPLIES ACH PMT NO. - 80102430	1,878.04
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80102431	18,118.63
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102435	340.47
EUROFINS ENVIRONMENT TESTING NORTHWEST LLC	TESTING SERVICES CHECK NO. - 00585994	336.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80102443	189.13
GREG EDGERTON	MINOR SAFETY EQUIPMENT CHECK NO. - 00585893	113.47

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80102451	13,962.44
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80102403	6,628.95
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80102455	6,206.19
KGS NORTHWEST, LLC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00585996	11,701.15
KIRK MISENHEIMER	MINOR SAFETY EQUIPMENT CHECK NO. - 00585907	169.59
NORCO INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102462	469.69
NORTH COAST ELECTRIC COMPANY	OPERATING SUPPLIES ACH PMT NO. - 80102464	1,091.66

SPOKANE INT'L AIRPORT	PERMITS/OTHER FEES ACH PMT NO. - 80102371	120.00
SPOKANE RIVER FORUM	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00585990	964.20
T-MOBILE	CELL PHONE CHECK NO. - 00585912	29.75
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	232.13
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	69.75
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80102413	758.46
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	812.36
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	41,297.61
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	420.00
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80102413	1.50
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80102413	48.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	659.49
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80102323	959.93

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	20.89
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	44.74
	TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	109,400.19

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80102425	21.52
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00585908	31.51
SPOKANE COUNTY TREASURER	OPERATING ASSESSMENTS/TAXES ACH PMT NO. - 80102320	7.47
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102413	343.67
VERIZON WIRELESS	CELL PHONE	

	ACH PMT NO. - 80102323	332.25
VERIZON WIRELESS	TELEPHONE ACH PMT NO. - 80102323	396.69
TOTAL FOR 4330 - STORMWATER		1,133.11

4480 - SOLID WASTE FUND

ABSOLUTE AVIATION DEPT 145 PO BOX 30015	REFUNDS CHECK NO. - 00585997	229.20
FRUITLAND LLC 11833 MISSISSIPPI AVE	REFUNDS CHECK NO. - 00585905	500.00
LEXINGTON HOMES 11241 SLATER AVE NE	REFUNDS CHECK NO. - 00585904	500.00
MODERN CONSTRUCTION & CONSULTING SERVICES	REFUNDS CHECK NO. - 00585998	500.00
NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00586000	12.49
RAYMOND KELLEHER 148 E HAZEL ST	REFUNDS CHECK NO. - 00585999	43.77
TOTAL FOR 4480 - SOLID WASTE FUND		1,785.46

4490 - SOLID WASTE DISPOSAL

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102435	578.61
DRESSER RAND	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00585973	13,025.30
DYKMAN ELECTRIC INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102440	4,877.75
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80102441	462.01
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80102441	1,620.85
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80102442	1,002.31
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80102442	1,081.27
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102442	1,882.78
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80102442	36.52
FELTON FIRE SERVICE LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102398	1,168.94

HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102402	19,817.07
K & L GATES LLP	PROFESSIONAL SERVICES ACH PMT NO. - 80102403	612.90
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80102347	2,722.31
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102405	1,355.75
KRUEGER SHEET METAL COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102456	5,559.00
NATIONAL FILTER MEDIA	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102460	116,027.78
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80102462	1,612.49
NORFOLK BEARINGS & SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102463	12,537.00
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80102468	34,315.08
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80102483	392.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00585909	14,936.33
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80102413	42.97
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	954.63
US BANK P CARD PAYMENTS	IF PHONES ACH PMT NO. - 80102413	112.07
US BANK P CARD PAYMENTS	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102413	50.69
US BANK P CARD PAYMENTS	MEDICAL SERVICES ACH PMT NO. - 80102413	420.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	1,054.43
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	10,018.93
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	52.00
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80102413	411.56
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80102413	322.95

US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80102413	66.37
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102413	19,610.48
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80102413	175.93-
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80102413	924.02
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	27.32
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	1,642.26
WA STATE DEPT OF REVENUE	SAFETY SUPPLIES -	44.72-
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		271,114.12

4500 - SOLID WASTE COLLECTION

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102424	22.11
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80102425	7,338.49
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80102425	2,324.91
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80102389	68,211.68
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80102392	3,563.49
CASCADE ENGINEERING INC	MINOR EQUIPMENT CHECK NO. - 00585992	60,691.20
CENTURYLINK	TELEPHONE CHECK NO. - 00585993	205.40
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80102442	710.93
LINN MACHINE & MFG	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102457	73,424.15
TAMAR POWERS	PERMITS/OTHER FEES CHECK NO. - 00585934	454.00
US BANK P CARD PAYMENTS	MEDICAL SERVICES ACH PMT NO. - 80102413	700.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	499.79
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	

	ACH PMT NO. - 80102413	373.08
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80102413	1,990.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80102413	186.39
US BANK P CARD PAYMENTS	SAFETY SUPPLIES	
	ACH PMT NO. - 80102413	413.30
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80102413	700.61
TOTAL FOR 4500 - SOLID WASTE COLLECTION		221,809.53

4530 - SOLID WASTE LANDFILLS

SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES	
	CHECK NO. - 00585910	401.59

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80102413	317.40
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80102413	3,293.90
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80102413	1,356.93
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		5,369.82

4600 - GOLF FUND

US BANK P CARD PAYMENTS	ADVERTISING	
	ACH PMT NO. - 80102413	703.14-
US BANK P CARD PAYMENTS	CLOTHING	
	ACH PMT NO. - 80102413	213.64
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT	
	ACH PMT NO. - 80102413	1,220.83
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80102413	3,138.97
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80102413	95.00
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80102413	110.63
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80102413	720.26
US BANK P CARD PAYMENTS	SMALL TOOLS	
	ACH PMT NO. - 80102413	982.23
WA STATE DEPT OF REVENUE	GENERAL REPAIRS/MAINT	
	-	47.57

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	7.96
TOTAL FOR 4600 - GOLF FUND		5,833.95

4700 - DEVELOPMENT SVCS CENTER

AERO-FLITE INC JERRET BOLLES	PERMIT REFUNDS PAYABLE CHECK NO. - 00585987	0.81
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80102422	54.70
ARC ELECTRIC & LIGHTING CORP 5524 N JULIA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00585985	15.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DR HORTON 1050 N ARGONNE RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00586001	650.00
FLYNN BEC LP 4414 S DOWDY RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00585982	1,152.00
ICON ROOFING LLC 317 W 6TH	PERMIT REFUNDS PAYABLE CHECK NO. - 00585988	118.50
JOEL GROOM 5326 W CITRUSWOOD DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00585981	24.00
LEXINGTON HOMES DRH LLC 1050 N ARGONNE RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00586002	650.00
MAINSTREAM ELECTRIC INC 12822 E INDIANA AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00585983	140.00
PATRIOT ELECTRIC/LIGHTING CORP 5512 N HAVANA	PERMIT REFUNDS PAYABLE CHECK NO. - 00585980	15.00
PROFESSIONAL PIPING INC 2733 E PROVIDENCE	PERMIT REFUNDS PAYABLE CHECK NO. - 00585978	15.00
US BANK P CARD PAYMENTS	BANK FEES ACH PMT NO. - 80102413	169.45
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	194.40
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	507.85
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80102413	14.20
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80102413	191.31
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80102413	551.90
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102414	1,833.63

VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80102414	454.32
VIKING BUILDERS LLC 19425 E BROADWAY AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00585986	1,250.00
WA STATE DEPT OF REVENUE	PUBLICATIONS -	49.67
	TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	8,051.74

5100 - FLEET SERVICES FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102293	1,745.78
BERGKAMP INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102294	941.10
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102374	574.10
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00585894	5,610.78
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102391	109.00
CERTIFIED POWER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102296	2,406.28
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102297	907.29
COBALT TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102298	112.98
COLEMAN OIL COMPANY LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80102394	43,787.12
COPPER STATE BOLT & NUT CO	MINOR EQUIPMENT ACH PMT NO. - 80102300	597.47
COPPER STATE BOLT & NUT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102300	154.75-
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00585892	1,071.57
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00585892	1,877.97
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80102397	492.68
FORCE AMERICA DISTRIBUTING INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102312	164.62
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102400	5,187.85
GORDON TRUCK CENTERS INC DBA	VEHICLE REPAIR & MAINT SUPPLY	

PACIFIC TRUCK CENTERS	ACH PMT NO. - 80102306	2,243.49
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80102307	218.75
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102302	13,529.61
HENKE MFG CORP DIV OF ALAMO SALES CORP	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00585895	1,668.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00585896	655.13
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102309	8.76
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102404	25,494.21
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102295	154.02
MEGA WASH LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102352	4,947.45
MEINEKE DISCOUNT MUFFLERS/DIV OF T-MARKETING CORP	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00585989	3,417.88
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102353	631.20
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80102356	158.54
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102356	1,036.60
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102358	1,392.62
OCHOCO MANUFACTURING CORP	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102359	2,254.50
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102360	377.70
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	MINOR EQUIPMENT CHECK NO. - 00585933	9.80
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00585933	306.75
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102407	17,178.59
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102407	25,262.00
PAPE MACHINERY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102362	441.05
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102362	3,590.93

PAPE MATERIAL HANDLING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102361	252.36
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00585935	933.44

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102367	7,547.96
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102370	569.88
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102376	293.46
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102377	4,737.09
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00585937	167.98
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102413	1,144.20
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	643.52
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80102413	15.09
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	257.83
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	872.00
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80102413	87.25
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102413	5,844.82
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102379	285.83
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	49.67
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102381	1,004.44
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102383	1,966.43
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80102383	476.91
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80102341	2,606.08
TOTAL FOR 5100 - FLEET SERVICES FUND		200,165.98

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5200 - PUBLIC WORKS AND UTILITIES

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80102422	54.70
NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00586000	1.50
SPOKANE COUNTY TREASURER	SPOKANE COUNTY ACH PMT NO. - 80102410	5,670.91
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	12.26
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	66.95
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102414	42.63
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		5,848.95

5300 - IT FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102331	1.53
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80102432	192.64
INTELLECTYX INC	CAPITALIZED SOFTWARE ACH PMT NO. - 80102345	29,566.67
LEVEL 3 FINANCING INC DBA LEVEL 3 COMMUNICATIONS LLC	TELEPHONE CHECK NO. - 00585931	3,625.97
ORACLE AMERICA INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80102465	51,913.27
PITNEY BOWES	OPERATING SUPPLIES CHECK NO. - 00586004	105.61
PRO MECHANICAL SERVICES INC	HARDWARE MAINTENANCE ACH PMT NO. - 80102470	1,446.70
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80102476	64,256.45
US BANK P CARD PAYMENTS	CELL PHONE ACH PMT NO. - 80102413	108.98
US BANK P CARD PAYMENTS	IT/DATA SERVICES ACH PMT NO. - 80102413	563.94
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	1,389.09
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	109.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80102413	679.68
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80102413	475.00
US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80102413	120.00
TOTAL FOR 5300 - IT FUND		154,554.85

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80102438	6,299.91
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		6,299.91

5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80102331	37.88
CANON FINANCIAL SERVICES INC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00585991	927.80
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80102413	205.54
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80102415	235.61
TOTAL FOR 5400 - REPROGRAPHICS FUND		1,406.83

5500 - PURCHASING & STORES FUND

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80102413	13.02
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL)	
	ACH PMT NO. - 80102413	12.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80102413	158.00
TOTAL FOR 5500 - PURCHASING & STORES FUND		183.02

5600 - ACCOUNTING SERVICES

US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80102413	255.89

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	90.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	79.00
TOTAL FOR 5600 - ACCOUNTING SERVICES		424.89

5700 - MY SPOKANE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80102413	103.53
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	139.24
TOTAL FOR 5700 - MY SPOKANE		242.77

5750 - OFFICE OF PERFORMANCE MGMT

US BANK P CARD PAYMENTS	COMPUTERS ACH PMT NO. - 80102413	609.28
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80102413	27.78
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80102413	795.00
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80102323	213.15
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	71.55
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		1,716.76

5800 - RISK MANAGEMENT FUND

US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80102378	16,803.23
TOTAL FOR 5800 - RISK MANAGEMENT FUND		16,803.23

5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80102435	38.24
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		38.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5830 - EMPLOYEES BENEFITS FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION

	ACH PMT NO. - 80102439	56,926.25
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80102454	74,037.75
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80102454	161,495.57
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80102454	21,808.80
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80102469	55,230.24
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80102365	381,065.04
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	750,563.65

5900 - FACILITIES MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80102331	1,449.22
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80102388	720.19
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80102388	462.09
DENNIS CLEAVENGER DBA DENNIS CLEAVENGER CONST	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80102301	8,029.89
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80102413	19.85
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80102413	13.45
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80102413	17.72-
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80102413	4,933.28
	TOTAL FOR 5900 - FACILITIES MANAGEMENT FUND OPS	15,610.25

5901 - ASSET MANAGEMENT FUND CAPITAL

SPOKANE PUBLIC SCHOOLS	OTHER IMPROVEMENTS ACH PMT NO. - 80102411	884,563.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL	884,563.00

5903 - PROPERTY ACQUISITION FIRE

THE HIDE OUT/ROYCE SHIELDS	PERSONAL PROTECTIVE EQUIPMENT	

	ACH PMT NO. - 80102343	141.70
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		141.70

6100 - RETIREMENT

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80102413	108.99
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80102413	160.00
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80102413	129.00
TOTAL FOR 6100 - RETIREMENT		397.99

6200 - FIREFIGHTERS' PENSION FUND

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80102439	2,641.10
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80102469	7,381.40
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80102365	76,526.87
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		86,549.37

6300 - POLICE PENSION

DELTA DENTAL OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80102439	3,254.07
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80102469	5,991.96
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80102365	38,329.58
TOTAL FOR 6300 - POLICE PENSION		47,575.61

TOTAL CLAIMS	6,497,286.72

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	5/4/2022
		Clerk's File #	CPR 2022-0003
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	MICHELLE MURRAY 6032	Project #	
Contact E-Mail	MMURRAY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-ACCOUNTING-PAYROLL		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: April 30, 2022. Payroll check #562813 through check #562962 $7,695,576.97

Summary (Background)

N/A

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 7,695,576.97	# N/A
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MURRAY, MICHELLE	Study Session\Other	
Division Director	WALLACE, TONYA	Council Sponsor	
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

PAYROLL RECAP BY FUND

PAY PERIOD ENDING APRIL 30, 2022

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	11,354.40
0230	CIVIL SERVICE	34,084.15
0260	CITY CLERK	18,828.81
0320	COUNCIL	51,206.19
0330	PUBLIC AFFAIRS / COMMUNICATIONS	29,330.84
0370	ENGINEERING SERVICES	174,802.90
0410	FINANCE	34,368.00
0430	GRANTS MNGMT & FINANCIAL ASSIST	5,745.60
0450	CD/HS DIVISION	6,199.96
0470	HISTORIC PRESERVATION	6,806.40
0480	OFFICE OF CIVIL RIGHTS,EQUITY, & INCLUSION	2,728.80
0500	LEGAL	123,410.09
0520	MAYOR	34,660.86
0550	NEIGHBORHOOD SERVICES	13,968.81
05601	MUNICIPAL COURT	107,568.51
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	7,056.00
0620	HUMAN RESOURCES	29,321.93
0650	PLANNING SERVICES	47,428.70
0680	POLICE	1,903,962.61
0690	PROBATION SERVICES	35,522.73
0700	PUBLIC DEFENDERS	77,839.74
0750	ECONOMIC DEVELOPMENT	5,476.00
0860	TREASURER	0.00
	TOTAL GENERAL FUND	2,761,672.03

FUND	FUND NAME	TOTAL
1100	STREET	234,576.52
1200	CODE ENFORCEMENT	53,195.78
1300	LIBRARY	182,773.17
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	312,721.93
1460	PARKING METER	35,283.86
1510	LAW ENFORCEMENT INFO SYSTEM FUND	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	15,048.84
1625	PUBLIC SAFETY PERSONNEL	80,603.81
1630	COMBINED COMMUNICATIONS CENTER	45,334.34
1680	CD/HS	46,292.13
1970	EMS FUND	1,582,513.45
4100	WATER	426,630.76
4250	INTEGRATED CAPITAL FUND	47,804.64
4300	SEWER	541,073.41
4480	REFUSE	526,394.81
4490	SOLID WASTE	0.00
4530	LANDFILLS	0.00
4600	GOLF	59,132.78
4700	GENERAL SERVICES FUND	168,379.22
5100	FLEET SERVICE	99,259.89
5200	PUBLIC WORKS & UTILITY FUND	48,125.79
5300	MIS	177,195.06
5400	REPROGRAPHICS	6,820.00
5500	PURCHASING	20,549.60
5600	ACCOUNTING SERVICES	107,522.09
5700	MY SPOKANE	27,271.35
5750	PROJECT MANAGEMENT OFFICE	22,524.00
5810	WORKER'S COMPENSATION	17,973.62
5830	SELF-FUNDED MEDICAL/DENTAL	9,168.80
5900	ASSET MANAGEMENT	28,499.29
6060	CITY RETIREMENT	11,236.00
	TOTAL	7,695,576.97

MINUTES OF SPOKANE CITY COUNCIL

Monday, April 25, 2022

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.

Clerical Note: The City Council resumed its in-person meetings beginning March 14, 2022. City Council Members, City staff, presenters, and members of the public still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public.

Roll Call
On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present.

City Administrator Johnnie Perkins, Director of Policy and Government Relations Brian McClatchey, and City Clerk Terri Pfister were also present for the meeting.

Advance Agenda Review
The City Council received an overview from staff on the May 2, 2022, Advance Agenda items.

Action to Approve May 2, 2022, Advance Agenda
Following staff reports and Council inquiry and discussion regarding the May 2, 2022, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.B):

> **Motion** by Council Member Wilkerson, seconded by Council Member Kinnear, **to approve** the May 2, 2022, Advance Agenda; **carried 6-1.**

ADMINISTRATIVE SESSION

Current Agenda Review
The City Council reviewed the April 25, 2022, Current Agenda.

Suspension of Council Rules
Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to suspend** the Council Rules for the purpose of adding items to the agenda; **carried unanimously.**

Special Budget Ordinance C36195 (Council Sponsors: Council Members Wilkerson and Bingle)

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to add** Special Budget Ordinance C36195—increasing appropriations in the American Rescue Plan Fund by $750,000 arising from the need to provide additional appropriation authority for The Centennial Trail Renovations to the Don Kardong Bridge due to increased construction costs—to tonight's Agenda; **carried unanimously.**

Resolution 2022-0043 (Council Sponsors: Council President Beggs and Council Member Kinnear)

Motion by Council Member Kinnear, seconded by Council Member Zappone, **to add** Resolution 2022-0043—establishing operational and facility requirements for additional low-barrier shelter investments—to tonight's Agenda; **carried 6-1.**

Motion by Council Member Kinnear, seconded by Council Member Wilkerson, **to substitute** Resolution 2022-0043 with version circulated yesterday, along with substitution of scrivener's error in the title from "facility requirements" to "facility recommendations;" **carried 6-1.**

Special Budget Ordinance C36192 (Council Sponsors: Council Members Cathcart and Bingle)

Motion by Council Member Wilkerson, seconded by Council Member Kinnear, **to substitute** Special Budget Ordinance C36192**—**increasing appropriations in the Forfeitures & Contributions Fund by $89,960 arising from the need to procure adequate office furniture for the Police Department—with version circulated yesterday (Sunday) afternoon; **rejected 2-5.**

Special Budget Ordinance C36193 (Council Sponsors: Council Members Cathcart and Bingle)

Motion by Council Member Wilkerson, seconded by Council Member Kinnear, **to defer** Special Budget Ordinance C36193—increasing appropriations in the Forfeitures & Contributions Fund by $40,000 arising from the need for the Police Department to continue and expand the use of confidential funds—to June 6, 2022; **carried unanimously.**

Purchase of Nomad IC22 Mobile Command Vehicle from Nomad Global Communication Solutions (OPR 2022-0271)

Police Chief Meidl addressed questions of Council relating to the proposed purchase of a Nomad IC22 Mobile Command Vehicle from Nomad Global Communication Solutions (Current Consent Agenda Item No. 1).

Council Recess/Executive Session

The City Council recessed at 5:06 p.m. No Executive Session was held. The City Council reconvened at 6:03 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Beggs.

Roll Call
On roll call, Council President Beggs and Council Members Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone were present.

Director of Policy and Government Relations Brian McClatchey and City Clerk Terri Pfister were also present for the meeting.

MAYORAL PROCLAMATION

April 30, 2022 *Arbor Day in Spokane*
Council Member Kinnear read the proclamation. The proclamation urges all citizens to support efforts to care for our trees and woodlands by supporting our City's community forestry program and helping to maintain our trees as they help provide quality of life for present and future generations. Katie Kosanke, Urban Forester for the City of Spokane, accepted the proclamation and remarked on the event.

May 1-7, 2022 *Small Business Week in Spokane*
Council Member Stratton read the proclamation. The proclamation supports and joins in the national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure our local communities remain as vibrant tomorrow as they are today. Joel Nania, Small Business Administration, accepted the proclamation and remarked on the event.

ADMINISTRATIVE REPORT

Salvation Army
Major Ken Perine of the Salvation Army reported on The Way Out Shelter that the Salvation Army operates. The shelter opened on December 22 and has so far housed 108 individuals. He noted the average stay is 38 days.

BOARD AND COMMISSION APPOINTMENTS

Citizen's Transportation Advisory Board (CPR 2018-0032)
Upon Unanimous Voice Vote, the City Council **approved** the appointment of Brian Thomas to a three-year term as the District 3, Seat 1, representative on the Citizen's Transportation Advisory Board, to serve from April 25, 2022, to April 25, 2025.

There were no **Council Committee Reports.**

CONSENT AGENDA

Consent Agenda Item 9—Report by CHHS Department Regarding the Recommendation from CoC for a Shelter Operator (Deferred from April 18, 2022, Agenda) (Council Sponsor: Council Member Bingle)

Motion by Council Member Zappone, seconded by Council Member Stratton, **to table indefinitely** the report by CHHS Department regarding the recommendation from CoC for a shelter operator in response to an issued RFP; **carried unanimously.**

Following public testimony from one individual, the City Council, upon unanimous voice vote (in the affirmative), approved Staff Recommendations for the following items:

Purchase of Nomad IC22 Mobile Command Vehicle from Nomad Global Communication Solutions (Columbia Falls, MT) for the Spokane Police Department Hostage Negotiations Team—$448,760.17 (incl. tax). (OPR 2022-0271) (Council Sponsor: Council Member Cathcart)

Three-year and one-month Value Blanket Order with Wastequip Manufacturing Company, LLC (Charlotte, NC) for new metal refuse and recycling Dumpsters for the Solid Waste Collection and Disposal Departments utilizing Sourcewell Cooperative Purchasing Contract No. 040621-WQI—estimated annual expenditure $550,000 (incl. tax). (OPR 2022-0272) (Council Sponsor: Council Member Stratton)

Contract Renewal with Infor Public Sector, Inc. (Tampa, FL) for annual contract maintenance of the Fire Department's Computer Aided Dispatch (CAD) system, covering maintenance fees and non-Microsoft software licenses, and adding two additional CAD seat licenses for the new Spokane Regional Emergency Communications Fire seats at Dispatch from May 1, 2022 through April 30, 2023—$98,640.76 (incl. tax). (OPR 2021-0257) (Council Sponsors: Council President Beggs and Council Member Cathcart)

Multiple Family Housing Property Tax Exemption Conditional Agreements with:

a. 115 E Cleveland Avenue Investments, LLC for the construction of 23 housing units at Parcel No. 35082.0919, commonly known as 155 E. Cleveland Avenue. (OPR 2022-0274)

b. Regal Residences, LLC for the construction of 12 housing units at Parcel Nos. 35102.3615 & 36102.3616, commonly known as 2520 & 2528 N. Regal Street. (OPR 2022-0275)

(These Conditional Agreements will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.) (Council Sponsors: Council Members Cathcart and Bingle)

Property Sale Agreement for surplus residential property at 1927 E. Dalton Avenue, with sale to adjacent property owner—$11,500 Revenue. (OPR 2022-0276) (Council Sponsor: Council Member Cathcart)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through April 15, 2022, total $3,807,174.37 (Check Nos.: 585556-585703; ACH Nos.: 101754-101992), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $3,584,338.44. (CPR 2022-0002)

b. Payroll claims of previously approved obligations through April 16, 2022: $7,828,099.17 (Check Nos.: 562654-562812). (CPR 2022-0003)

City Council Meeting Minutes: April 11 and April 21, 2022. (CPR 2022-0013)

Purchase of Four Ford Mach E Battery Electric Vehicles from Bud Clary Ford (taken separately) (OPR 2022-0273) (Council Sponsors: Council President Beggs and Council Member Kinnear)
Upon 5-2 Roll Call Vote, the City Council **approved** the purchase of four Ford Mach E battery electric vehicles from Bud Clary Ford (Longview, WA) for the Fire Department utilizing the Washington State Contract Automobile Request System—total cost not to exceed $204,664.

Ayes:	Beggs, Kinnear, Stratton, Wilkerson, and Zappone
Nays:	Bingle and Cathcart
Abstain:	None
Absent:	None

LEGISLATIVE AGENDA

Special Budget Ordinance C36192 (Council Sponsors: Council Members Cathcart and Bingle)
Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **passed Special Budget Ordinance C36192** amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Forfeitures & Contributions Fund
1) Increase appropriations by $89,960.
A) Of the increased appropriation; $89,960 of the increase is to be used for the procurement of office furniture not exceeding $75,000 and minor equipment not exceeding $14,960.
B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to procure adequate office furniture and equipment.)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

For Council action on Special Budget Ordinance C36193, see section of minutes under 3:30 p.m. Administrative Session.

Special Budget Ordinance C36194 (Council Sponsors: Council Members Cathcart and Bingle)
Subsequent to an opportunity for public testimony and Council commentary, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36194** amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Forfeitures & Contributions Fund
1) Increase appropriations by $74,650.
A) Of the increased appropriation; $74,650 of the increase is to be used for the procurement of mobile device analysis software and a vehicle mounted camera system.
B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to procure mobile device analysis software and a vehicle camera system.)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone

Nays: None
Abstain: None
Absent: None

Special Budget Ordinance C36195 (Council Sponsors: Council Members Wilkerson and Bingle)
Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C36195** amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

American Rescue Plan Fund
1) Increase appropriation by $750,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
A) Of the increased appropriation, $750,000 is provided to the City of Spokane Parks and Recreation Division to replace funding lost due to COVID-19 solely for the renovation of the Centennial Trail Don Kardong Pedestrian Bridge.

(This action arises from the need to provide additional appropriation authority for The Centennial Trail Renovations to the Don Kardong Bridge due to increased construction costs.)

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

There were no **Emergency Ordinances.**

RESOLUTIONS
Resolution 2022-0036 (Council Sponsors: Council Members Zappone and Wilkerson)
Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0036** modifying Transportation Benefit District (TBD) projects for 2022, previously approved in Resolution 2021-0010 adopted by Spokane City Council on February 8, 2021, due to project cost increases..

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

Resolution 2022-0037 (Council Sponsors: Council Members Stratton and Zappone)
Subsequent to public testimony and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2022-0037** regarding the approval of Cycle 10 (2020) traffic calming projects to be paid through the Traffic Calming Measures Fund.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

Resolution 2022-0043 (as substituted during 3:30 p.m. Briefing Session) (Council Sponsors: Council President Beggs and Council Member Kinnear)
The City Clerk provided a full reading of Resolution 2022-0043. Following an overview of the resolution by Council President Beggs, public testimony was received and Council commentary held. The following action was then taken:

Upon 5-2 Roll Call Vote, the City Council **adopted Resolution 2022-0043** establishing operational and facility requirements for additional low-barrier shelter investments.

Ayes: Beggs, Kinnear, Stratton, Wilkerson, and Zappone
Nays: Bingle and Cathcart
Abstain: None
Absent: None

There were no **Final Reading Ordinances.**

There were no **First Reading Ordinances.**

There were no **Special Considerations.**

There were no **Hearings.**

OPEN FORUM

The following individual(s) spoke during Open Forum:

- Rick Bocook
- Katherine Corrick
- Teresa Simon
- William Healing
- Anwar Peace
- Randy McGlen
- Alan McDowell

ADJOURNMENT
There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 9:05 p.m. The next regular meeting of City Council will be held May 2, 2022.

Minutes prepared and submitted for publication in the May 11, 2022, issue of the *Official Gazette*.

_____
Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on May 9, 2022.

_____
Breean Beggs
City Council President

MEETING MINUTES
City of Spokane
City Council Study Session
May 5, 2022

Call to Order: 11:01 a.m.

Recording of the meeting may be viewed here: https://vimeo.com/706670867

Attendance:

Committee Members Present: Council President Pro Tem Kinnear, Council Members Stratton, Wilkerson, Cathcart, Bingle (left at 12:00 p.m.) and Zappone

Committee Members Absent: Council President Beggs

Agenda Items:

1. Shaping Spokane - Residential Development Code Initiatives
   - Presenters:
     Amanda Beck, City of Spokane; Nate Gwinn, City of Spokane
   - Action taken:
     Presentation and discussion only, no action was taken.

2. Quarterly Economic Update
   - Presenters:
     Dr. Patrick Jones, Eastern Washington University; Kelley Cullen, Eastern Washington University
   - Action taken:
     Presentation and discussion only, no action was taken.

3. ARP RFP Updates
   - Presenters:
     Matt Boston, City Council Staff; Council Members
   - Action taken:
     Presentation and discussion only, no action was taken.

Executive Session:

None

Adjournment:
The meeting adjourned at 12:19 p.m.

Minutes prepared and submitted for publication in the May 11, 2022, issue of the Official Gazette.

_____
Hannahlee Allers
Council Office Director

Approved by City Council on May 9, 2022.

_____
Breean Beggs
City Council President

Attest:

_____
Terri L. Pfister
City Clerk

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	5/4/2022
		Clerk's File #	OPR 2022-0349
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2010132/2018060
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	ITB 5633-22
Agenda Item Type	Purchase w/o Contract	Requisition #	
Agenda Item Name	0370 – TJ MEENACH STREET & UTILITIES PROJECT PIPE PRE-ORDER		

Agenda Wording

Pipe pre-order in support of the TJ Meenach Street and Utilities Project with Core & Main, and an Administrative Reserve of 10% will be set aside.

Summary (Background)

Core and Main is awarded to provide miscellaneous pipe and fitting for the TJ Meenach Street and Utilities Project. These items proposed for pre-purchase include approx. 1000 LF of 30" ductile iron water pipe, several hundred feet of ductile water main in each of the following sizes: 24", 18", 12", 8" and 6", miscellaneous associated ductile iron fittings, and stormwater pipe of various quantities in sizes ranging from 12 in to 48".

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact		Budget Account
Expense	$ 413055.63	# 4250-42300-94340-56501-14438
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session\Other	PIES 4/25/22
Division Director	FEIST, MARLENE	Council Sponsor	CM Kinnear
Finance	KECK, KATHLEEN	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing	WAHL, CONNIE	jgraff@spokanecity.org	
		ddaniels@spokanecity.org	
		pyoung@spokanecity.org	

Committee Agenda
Sheet PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent Discussion Time Requested:
Agenda Item Name	TJ Meenach Street & Utilities Project Pipe Pre-Order
Summary (Background)	• The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St. • Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to correct this issue. • At the June 2021 PIES meeting, we presented a briefing paper and exhibit showing the various projects which will together divert the untreated stormwater to proposed swales where it will be treated prior to infiltration to the ground. The exhibit from that briefing paper is attached. • Due to worldwide supply chain issues, in January we ordered some of the large diameter sewer pipe ahead of the project due to lengthy pipe delivery times. Council was briefed about that order at the 12-21 PIES meeting and 1-24-2022 Council briefing. • As the design has progressed and supply chain issues have persisted or worsened, it has become apparent we need to order other utility pipe ahead of the project so that it is available for installation when the TJ Meenach construction contract is in place later this spring. • The items proposed for pre-purchase include approx. 1000 LF of 30” ductile iron water pipe, several hundred feet of ductile water main in each of the following sizes: 24”, 18”, 12”, 8” and 6”, miscellaneous associated ductile iron fittings, and stormwater pipe of various quantities in sizes ranging from 12 in to 48”.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.

Fiscal Impact:
Total Cost:
Approved in current year budget? X Yes ☐ No ☐ N/A

Funding Source X One-time ☐ Recurring
Specify funding source: project funds (generally street or utility funds)

Expense Occurrence X One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

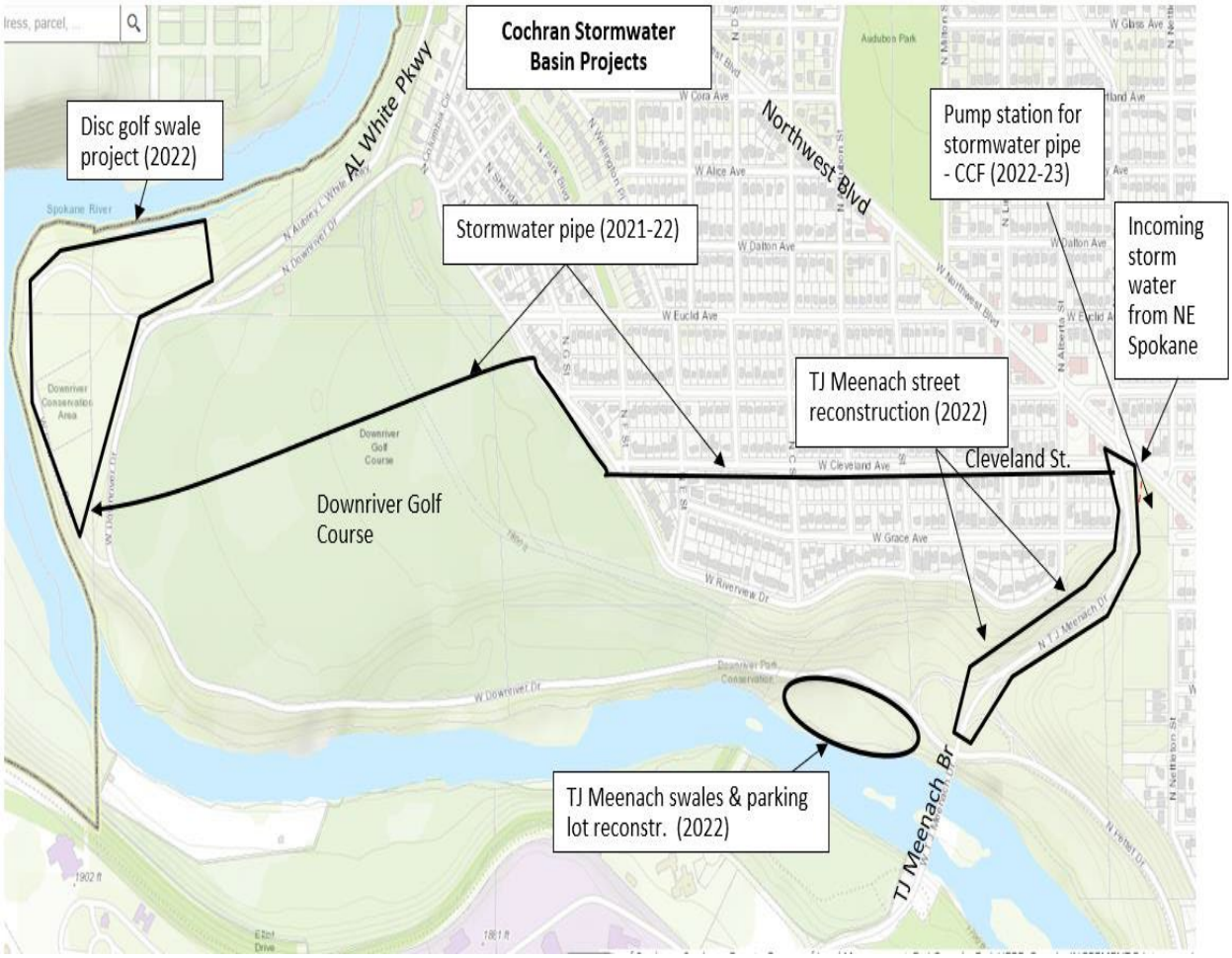
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.


Cochran Stormwater Basin Projects
Disc golf swale project (2022)
AL White Pkwy
Northwest Blvd
Pump station for stormwater pipe - CCF (2022-23)
Incoming storm water from NE Spokane
Stormwater pipe (2021-22)
TJ Meenach street reconstruction (2022)
Cleveland St.
Downriver Golf Course
TJ Meenach swales & parking lot reconstr. (2022)
TJ Meenach Br
Spokane River
W Cora Ave
W Alice Ave
W Dalton Ave
W Euclid Ave
W Cleveland Ave
W Grace Ave
W Riverview Dr
W Downriver Dr
Audubon Park
Downriver Conservation Area
Downriver Golf Course

		Core & Main			HD Fowler			Consolidated Supply	
Item	**Quantity**	**Unit Price**	**Total**		**Unit Price**	**Total**		**Unit Price**	**Total**
30" Dia Dl Pipe - Pressure Class 200	897	170.45	$152,893.65		233.2	$209,180.40		268.87	$241,176.39
30" Dia Dl Pipe - Pressure Class 200 - Restrained	140	243.66	$34,112.40		287	$40,180.00		330.98	$46,337.20
24" Dia Dl Pipe - Pressure Class 200	125	112.14	$14,017.50		113.6	$14,200.00		118.33	$14,791.25
18" Dia Dl Pipe - Pressure Class 250 - Restrained	80	81.32	$6,505.60		113.5	$9,080.00		130.89	$10,471.20
12" Dia Dl Pipe - Pressure Class 350	65	53.62	$3,485.30		43.3	$2,814.50		49.73	$3,232.45
8" Dia Dl Pipe - Pressure Class 350	252	31.81	$8,016.12		28.2	$7,106.40		32.48	$8,184.96
6" Dia Dl Pipe - Pressure Class 350	216	23.56	$5,088.96		21.4	$4,622.40		24.59	$5,311.44
6" Dia Dl Pipe - Pressure Class 350 - Restrained	180	27.9	$5,022.00		29.4	$5,292.00		33.75	$6,075.00
48" Polypropylene Sewer Pipe	50	221.27	$11,063.50		209.9	$10,495.00		257.23	$12,861.50
24" Polypropylene Sewer	312	56.34	$17,578.08		55.1	$17,191.20		65.5	$20,436.00
21" PVC Sewer	360	84.99	$30,596.40			$0.00		108.19	$38,948.40
18" Polypropylene Sewer	1570	29.22	$45,875.40		29.2	$45,844.00		34.7	$54,479.00
12" Plypropylene Sewer	117	13.26	$1,551.42		12.9	$1,509.30		15.41	$1,802.97
18" Dia, Butterfly Valve	1	4867	$4,867.00		7300	$7,300.00		7670.52	$7,670.52
18" Dia MJ Sleeves	2	1491	$2,982.00		1254	$2,508.00		1154.09	$2,308.18
18" Dia 11.25 Degree Bend	1	1804	$1,804.00		1490	$1,490.00		1396.35	$1,396.35
18" Dia Megalugs	10	357.63	$3,576.30		415	$4,150.00		357.63	$3,576.30
30" Dia 30x6 Tee	1	6485	$6,485.00		5440	$5,440.00		5018.46	$5,018.46
30" Dia 22.5 Degree Bends	3	6547	$19,641.00		5480	$16,440.00		5066.41	$15,199.23
30" Dia 11.25 Degree Bends	1	5888	$5,888.00		4900	$4,900.00		4556.56	$4,556.56
30" Dia 30x18" Reducer	2	7633	$15,266.00		8500	$17,000.00		8261.2	$16,522.40
30" Dia Megalugs	12	1395	$16,740.00		1440	$17,280.00		1394.56	$16,734.72
			$413,055.63			**$444,023.20**			**$537,090.48**

Delivery dates (all dates from order)

30" DI	10 - 16 weeks	6 months	unknown
24" DI	10 - 16 weeks	7 months	unknown
18" DI	10 - 16 weeks	7 months	unknown
12" DI	10 - 16 weeks	7 months	unknown
8" DI	<10 weeks	7 months	unknown
6" DI	<10 weeks	7 months	unknown
24" PP	4-6 weeks	8 weeks	4-6 weeks
21" PVC	4-6 weeks	unknown	unknown
18" PP	4-6 weeks	8 weeks	4-6 weeks
12" PP	4-6 weeks	8 weeks	4-6 weeks
DI Fittings	16-18 weeks	9 months	unknown

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	5/4/2022
		Clerk's File #	OPR 2022-0350
		Renews #	
Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	RICK GIDDINGS 5096257706	Project #	
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	
Agenda Item Name	5100-PURCHASE OF FORD LIGHTNING FOR FLEET SERVICES		

Agenda Wording

Fleet Services would like to purchase an Electric 2022 Ford Lightning from Bud Clary Ford for $55,717.60 including tax. It will replace a loaner/pool vehicle that has reached the end of its economic life.

Summary (Background)

Fleet would like to purchase one of the Ford Lightnings that has been ordered for Police. Police will substitute the Lightning with an additional Ford Mach-E or equivalent vehicle that is likely to arrive sooner. In addition to use as a needed pool/rental/loaner vehicle, Fleet will utilize the vehicle to determine EV viability across many departments and intended uses and to evaluate energy usage, charging speed, towing and hauling capacity etc. prior to departmental investment.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 55,717.60	# 5110-71700-94000-56404-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	PIES 4/25/2022
Division Director	WALLACE, TONYA	Council Sponsor	CP Beggs
Finance	KECK, KATHLEEN	Distribution List	
Legal	ODLE, MARI	mmartinez@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Committee Agenda Sheet
Public Infrastructure Environment and Sustainability Committee

Submitting Department	**Fleet Services**
Contact Name & Phone	Rick Giddings
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	Breean Beggs
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	**Purchase of Ford F150 EV**
Summary (Background)	Fleet would like to purchase one of the 2022 Ford F150 Lightning EV pickups that was ordered for Police prior to the order deadline. Total cost including tax is $55,717.40. Police will substitute the Lightning with an additional Ford Mach-E or equivalent vehicle that is likely to arrive sooner. Fleet will use the vehicle in many ways: - EV testing across many departments and intended uses. - Evaluating energy usage, charging speeds, towing and hauling capacity etc. - As an electric rental/pool vehicle to cover temporary vehicle shortages. This vehicle will replace a pool vehicle that has reached the end of its economic life. There is adequate budget for pool vehicle replacement in the Fleet Replacement Fund to cover the purchase.
Proposed Council Action & Date:	**Approve Purchase – May 9, 2022**

Fiscal Impact:
Total Cost:
Approved in current year budget? ■ Yes ☐ No ☐ N/A

Funding Source ■ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ■ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities? **None Identified**

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? **No Data Collected**

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? **Usage and financial data will be gathered and analyzed as departmental testing progresses.**

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

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Thursday, March 31, 2022 1:59 PM
To: Martinez, Micaela
Cc: sean.hoffert@des.wa.gov
Subject: Vehicle Quote - 2022-3-507 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2022-3-507 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Bud Clary Ford/Hyundai (W403)
700 7th Avenue
PO Box 127
Longview WA 98632

Dealer Contact: Kathleen Brennan
Dealer Phone: (360) 423-4321 Ext: 7183
Dealer Email: ford.orders@budclary.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org
Quote Notes: SPD-3rd Vehicle
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2022-0826-001	2022 Ford F150 Lightning, Battery Electric Vehicle (BEV)	1	$38,240.00	$38,240.00
2022-0826-002	INFORMATION ONLY: Bud Clary Ford offers a $300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	$0.00	$0.00
2022-0826-003	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. $500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. $750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	$0.00	$0.00
2022-0826-004	INFORMATION ONLY: Please contact dealership to request Ford Police Modifier's Bulletin P-034 if you will be adding aftermarket equipment (lightbars, sirens, spotlights, etc.)	1	$0.00	$0.00
2022-0826-005	INFORMATION ONLY: 03/04/22 Ford Charge Station Pro is no longer available on fleet orders. Extended Range Battery price includes $1,295.00 credit.	1	$0.00	$0.00

2022-0826-010	Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD, PRO Trim Level, Crew Cab, 145in Wheelbase, 5.5ft bed, Dual eMotors, 98kWh Usable Capacity Standard Range High-Voltage Battery (targeted EPA-Estimated Range 230 miles), Mobile Power Cord (120V/240V), 8250# GVWR, 275/65R 18in All-Terrain Tires, Full-Size Spare Tire, Rear eLocking Axle, Class IV Hitch (W1E/110A/145WB/99L/44L/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specification for complete description.	1	$0.00	$0.00
2022-0826-011	Dual eMotor - Extended Range Battery (131 kWh Usable Capacity) (Targeted EPA-Estimated Range 300 miles) (8550# GVWR) (Targeted peak power (hp/kW) 563/420) (Onboard charger power (input/output) 19.2 kW/17.6 kW) (03/04/22 Ford Charge Station Pro is no longer available on fleet orders. Price includes $1,295.00 credit.) (99V/86V)	1	$9,305.00	$9,305.00
2022-0826-012	Back-up Alarm System (85H)	1	$154.00	$154.00
2022-0826-013	Daytime Running Lights (DRL) (replaces on/off cluster controllable standard DRLs) (942)	1	$48.00	$48.00
2022-0826-016	PRO Trim Level ONLY: Tow Technology Package (Includes Forward Sensing System, Pro Trailer Backup Assist, Trailer Brake Controller, Smart Hitch, On-Board Scales, Smart Trailer Tow Connection, Trailer Reverse Guidance) (If ordered w/ PRO Level, also inc. 360-Degree Camera, manual-folding sideview mirrors w/ power glass, heat, turn signal and LED sideview mirror spotlights) (17V)	1	$2,067.00	$2,067.00
2022-0826-018	Tailgate Step (inc. Tailgate Work Surface) (63T)	1	$456.00	$456.00
2022-0826-204	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2022-0826-205	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	$100.00	$100.00
2022-0826-206	Mud flaps, Front (DLR)	1	$75.00	$75.00
2022-0826-207	Mud Flaps, Rear (DLR)	1	$75.00	$75.00
2022-0826-208	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	$60.00	$60.00
2022-0826-209	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$40.00	$40.00
2022-0826-210	Undercoating (Wheel Wells Only) (DLR)	1	$125.00	$125.00
2022-0826-217	SPRAY-IN Bedliner (Line-X) (DLR)	1	$535.00	$535.00

Quote Totals

Total Vehicles:	1
Sub Total:	$51,400.00
8.4 % Sales Tax:	$4,317.60
Quote Total:	$55,717.60

Agenda Sheet for City Council Meeting of: 05/09/2022		**Date Rec'd**	4/29/2022
		Clerk's File #	OPR 2022-0351
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	**Cross Ref #**	
Contact Name/Phone	JENN CERECEDES 6055	**Project #**	
Contact E-Mail	JCERECEDES@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	1680 - ERAP 2.0		

Agenda Wording

Acceptance of Eviction Rent Assistance Program 2.0 funds from the Washington State Department of Commerce and permission to subgrant award to qualified providers to be selected through an RFP process.

Summary (Background)

This request is to accept the money granted by Commerce for Eviction Rent Assistance Program 2.0. The start date is retroactive to February 1st, 2022. The total contract amount is $5,879,189 and is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably. This funding will need to go through an RFP process and once awarded will allow our rental assistance portal to reopen. (SBO to follow.)

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$** 5,879,189.00	**#** XXXXXXXXXXXXXXXXXXXXXXXX
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	CERECEDES, JENNIFER	**Study Session\Other**	PIES 4/25/2022
Division Director	CERECEDES, JENNIFER	**Council Sponsor**	Council Member Kinnear
Finance	MURRAY, MICHELLE	**Distribution List**	
Legal	MURAMATSU, MARY	jcerecedes@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	CHHSgrants@spokanecity.org	
Additional Approvals		CHHSaccounting@spokanecity.org	
Purchasing		kclifton@spokanecity.org	
GRANTS, CONTRACTS & PURCHASING	MURRAY, MICHELLE		

Committee Agenda Sheet
[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	ERAP 2.0
Summary (Background)	This request is to accept the money granted by Commerce for Eviction Rent Assistance Program 2.0. The start date is retroactive to February 1st, 2022. The total contract amount is $5,879,189 and is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably. This funding will need to go through an RFP process and once awarded will allow our rental assistance portal to reopen.
Proposed Council Action & Date:	Please approve the acceptance of this award of $5,879,189

Fiscal Impact:
Total Cost:
Approved in current year budget? ■ Yes ☐ No ☐ N/A

Funding Source ■ One-time ☐ Recurring
Specify funding source: Department of Treasury via Department of Commerce

Expense Occurrence ■ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?
The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
Providers will submit monthly reports.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
Review of financial data and program outcomes will be used to improve the effectiveness of the program.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This proposal aligns with the 5-year strategy to end homelessness.

Interagency Agreement with

City of Spokane – Human Services

through

Community Services and Housing Division
Housing Assistance Unit

For

Eviction Rent Assistance Program 2.0 (ERAP 2.0)

Start date: February 1, 2022

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Attachment A, Scope of Work
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Attachment C, Department of Commerce Eviction Rent Assistance Program 2.0 Guidelines

FACE SHEET

Contract Number: 21-4619C-133

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Eviction Rent Assistance Program 2.0

1. Contractor	**2. Contractor Doing Business As (optional)**
Spokane City of - Human Srvcs 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333	
3. Contractor Representative Jenn Cerecedes | Director Community, Housing, and Human Services 808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342 O: 509.625.6055 jcerecedes@spokanecity.org	**4. COMMERCE Representative** Mary Baldwin Grant Coordinator mary.baldwin@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$5,879,189.00	**Federal:** ☒ **State:** ☐ **Other:** ☐ **N/A:** ☐	February 1, 2022	June 30, 2023

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number:**	**Indirect Rate (if applicable):**
$5,879,189.00	US Dept. of Treasury	21.027	10%

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
	SWV0003387-03	328013877	

14. Contract Purpose

The Eviction Rent Assistance Program 2.0 Grant is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Department of Commerce Eviction Rent Assistance Program 2.0 Guidelines.

FOR CONTRACTOR	**FOR COMMERCE**
Kirstin Davis, Communications Manager	Diane Klontz, Assistant Director Community Services and Housing Division
Date	Date
	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. **APPROVAL ON FILE.**

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: 5/14/2021
Federal Award Identification Number (FAIN): SLFRP0002
Total amount of the federal award: $403,000,000
Awarding official: U.S. Dept. of Treasury

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Coronavirus State Fiscal Recovery Fund thru the Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

5. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. “Subcontractors” shall mean subcontractors of any tier.

8. AUDIT

If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or 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;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant 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, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Grantee certifies, by signing this Grant 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.

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

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

10. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Department of Commerce Eviction Rent Assistance Program 2.0 Guidelines

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.

B. “COMMERCE” shall mean the Department of Commerce.

C. “Contract” or “Agreement” means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. ”State” shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. “Confidential Information” as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as “confidential” by COMMERCE;

ii. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and

iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any

Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The Eviction Rent Assistance Program 2.0 Grant is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.

Eligibility and Prioritization
The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet both screening criteria:

- ✓ Income at or below 80% of Area Median Income (AMI).
- ✓ Have a missed/past due rent payment not paid or partially unpaid since March 1, 2020 and still occupying the residence.

Grantee can determine whether or not to implement additional eligibility or prioritization criteria. Grantees must consult with their grant coordinator if considering implementing additional criteria

Performance Measurement
Grantees must ensure equitable access to ERAP 2.0.

Equitable access means that the race and ethnicity of people entering ERAP 2.0 are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering ERAP 2.0 by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Data from all ERAP 2.0 grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

- ✓ Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds*.

By and For Subgrants
Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Partner with Dispute Resolution Centers and Civil Legal Aid Organizations
Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes. Civil legal aid services continue to be a crucial support in helping households maintain housing. Grantees should partner with these providers if one exists within their service area.

Payments
If Grantee requires funds to facilitate payments to eligible recipients on behalf of eligible households and Grantee has committed internal resources needed to make payments directly, Commerce will pay funds to Grantee up to a quarterly amount upon receipt of evidence satisfactory to Commerce.

Attachment B

Budget

February 1, 2022 – June 30, 2023

Budget Category	
Administration	**$ 450,000.00**
Operations	**$ 431,878.00**
Rent and Utilities	**$ 4,703,351.00**
By and For Subcontracting	**$ 293,960.00**
Total	**$ 5,879,189.00**

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/29/2022
		Clerk's File #	OPR 2019-0766
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	JENN CERECEDES 6055	Project #	
Contact E-Mail	JCERECEDES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 23588
Agenda Item Name	1680 - ACI SOS AMENDMENT		

Agenda Wording

Subgrant amendment to add SOS ACI funds to the Youth Homelessness Demonstration Project for the Volunteers of America InREACH Program retroactive to January 1, 2022, through June 30, 2022.

Summary (Background)

This request is for an amendment which will be retroactive effective January 1st, 2022. SOS ACI-InREACH funds operations, facilities, diversion, and administration costs for VOA. This agreement will extend the current contract through June 30th, 2022. Prior to the end of this amendment the SOS ACI funds will be added to the Youth Homelessness Demonstration Project (YHDP) RFP to disperse the remaining funds.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 91,517.00	# 1540-95585-65410-54201-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CERECEDES, JENNIFER	Study Session\Other	PIES 4/25/2022
Division Director	CERECEDES, JENNIFER	Council Sponsor	Council Member Kinnear
Finance	MURRAY, MICHELLE	Distribution List	
Legal	ODLE, MARI	jcerecedes@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	CHHSaccounting@spokanecity.org	
Additional Approvals		CHHSgrants@spokanecity.org	
Purchasing	WAHL, CONNIE	kclifton@spokanecity.org	
GRANTS, CONTRACTS & PURCHASING	MURRAY, MICHELLE		

Committee Agenda Sheet
[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	ACI SOS Amendment
Summary (Background)	This request is for an amendment which will be retroactive effective January 1st, 2022. SOS ACI-InREACH funds operations, facilities, diversion, and administration costs for VOA. This agreement will extend the current contract through June 30th, 2022. Prior to the end of this amendment the SOS ACI funds will be added to the Youth Homelessness Demonstration Project (YHDP) RFP to disperse the remaining funds.
Proposed Council Action & Date:	Please approve this Amendment and the award of $112,659 to VOA

Fiscal Impact:
Total Cost:
Approved in current year budget? ■ Yes ☐ No ☐ N/A

Funding Source ☐ One-time ■ Recurring
Specify funding source: SOS ACI- The current grant cycle goes through 2023, we do expect the ability to renew.

Expense Occurrence ■ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?
The VOA InReach program serves youth with a focus on inclusion of QTBIPOC youth.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
CMIS will be the database for collecting and reporting on these funds.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
Review of financial data and program outcomes will be used to improve the effectiveness of the program.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This proposal aligns with the 5 year strategy to end homelessness.

City of Spokane

AGREEMENT AMENDMENT B

Title: Youth Diversion/InREACH Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Youth Diversion/InREACH Program; and

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

WHEREAS, a change or revision of the work has been requested, an extension to the Agreement so that the City may complete a Request for Proposal and Review Process ("Process") in order to enhance the delivery of services through the Program and the Process cannot be thoughtfully conducted prior to the expiration of the Agreement, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, funds made available under the 2019-2021 Washington State Department of Commerce Office of Homeless Youth Core & Anchor Community Initiative Programs, Grantor Award # 20-46312-203, Total Award $889,125.00, issued on July 22, 2019 (OPR 2019-0529), for funds made available from July 1, 2019, through June 30, 2021 that were not spent have expired and shall be deobligated from this Agreement; and

WHEREAS the funding for this Amendment B is awarded under the 2021-2023 Washington State Department of Commerce Office of Homeless Youth Core Programs, Grantor Award #22-46312-203, Total Award $889,125, issued on July 19, 2021 (OPR 2021-0478); and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to sup- plant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.
The original Agreement, dated September 9, 2019, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Agreement Amendment shall become effective on January 1, 2022.

3. EXTENSION.
The Agreement documents are hereby extended and shall run through June 30, 2022.

4. AMENDMENT.
SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is decreased by THREE THOUSAND ONE HUNDRED SEVENTEEN AND 33/100 DOLLARS ($3,117.33) due to the de-obligation of unspent year one and year two funds which equates to a new total Agreement amount of THREE HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED FORTY-SIX AND 67/100 DOLLARS ($362,946.67) for years one and two. For this Amendment B, the total amount City shall pay GRANTEE is increased by NINETY-ONE THOUSAND FIVE HUNDRED SEVEN AND 00/100 DOLLARS ($91,507.00) for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **FOUR HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SIXTY-THREE AND 67/100 DOLLARS ($454,463.67)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not

be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

Category	Amount
YOUTH DIVERSION/INREACH PROGRAM – 7/1/2019-12/31/2021	
Operations	$305,207.91
Diversion Costs	$22,382.21
Administration	$35,356.15
Subtotal	*$362,946.27*
YOUTH DIVERSION/INREACH PROGRAM – 7/1/2021-12/31/2021	
Operations	$77,176.00
Facilities Costs	$4,422
Diversion Costs	$750
Administration	$9.169.00
Subtotal	*$91,517.00*
YOUTH DIVERSION/INREACH PROGRAM – 7/1/2021-12/31/2021 – ROLL-OVER	
Operations	$14,427.44
Facilities Costs	$4,422.00
Diversion Costs	$310.00
Administration	$1982.71
Subtotal	*$21,142.15*
YOUTH DIVERSION/INREACH PROGRAM – 7/1/2021-12/31/2021	
Operations	$77,176.00
Facilities Costs	$4,422
Diversion Costs	$750
Administration	$9.169.00
Subtotal	*$91,517.00*
Balance remaining, 12/31/22	*$21,142.00*
YOUTH DIVERSION/INREACH PROGRAM – 1/1/2022-6/30/2022	
Operations	$80,643.00
Facilities Costs	$20,000.00
Diversion Costs	$750
Administration	$11,266.00
Subtotal	*$91,517.00*
Rollover from 7/1/21-12/31/21 Funds (see above)	*$21,142.00*
Total Extension Amount, 01/01/22-6/30/22	***$112,659.00***

Unspent funds for years one (1) and two (2) were de-obligated by Commerce as indicated above, and funds for this Amendment A shall be available to the GRANTEE July 1, 2021 through December 31, 2021.

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph H of this Agreement.

2019-0766 - YAHP - ACI/SOS InREACH Budget

FROM BRIDGET:

			Rollover from	**Budget for**
OPERATIONS			7/1/21-12/31/21	**1/1/22-6/30/22**
Salaries & Benefits		73,297	11,822	**73,297**
Professional Services		500	140	**500**
Equipment & Supplies		279	72	**279**
Office Space		500	442	**1,000**
Office Utilities		500	442	**2,000**
Training		250	75	**250**
Travel		750	333	**750**
Insurance		500	500	**2,064**
Staff Recruitment/Job Advertising		225	225	**128**
Other - Payroll Fees		375	375	**375**
	Sub-total	77,176	14,427	**80,643**
FACILITY COSTS				
Other Building Costs		4,422	4,422	**20,000**
DIVERSION COSTS				
Diversion Assistance		750	310	**750**
ADMINISTRATION				
Indirect Cost		9,169	1,983	**11,266**
	Total	91,517	21,142	**112,659**

Years 1 & 2 (2019 - 2021)		362,947
	Budget Grand Total	454,464

FROM DEVIN:

YOUTH DIVERSION/INREACH PROGRAM – 1/1/2022-6/30/2022

Operations
Facilities Costs
Diversion Costs
Administration
Subtotal
Rollover from 7/1/21-12/31/21 Funds (see above)
Total Extension Amount, 01/01/22-6/30/22

$80,643.00
$20,000.00
$750
$11,266.00
$91,517.00
$21,142.00
$112,659.00

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering the Youth Diversion Program ("Program") in a manner satisfactory to the CITY, and in accordance with the Washington State Department of Commerce ("Department of Commerce") Guidelines for the Street Outreach Services Grant, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, the Spokane City/County Continuum of Care 5- Year Performance Management Plan, and the CITY's Grant Agreement with the Washington State Department of Commerce Office of Homeless Youth (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY".

B. PROGRAM DELIVERY.

The GRANTEE agrees to provide the following Program services:

HMIS Project Name(s):	To be determined
Population(s) Served:	Youth and Young Adults
# of Units in Inventory:	*N/A*
# of Beds in Inventory:	*N/A*
Projected # of Households Served	150

Street Outreach	Minimum Performance Standards	Year l	Year 2
# of households served		75	75
Metric 7b.1: % of exits to permanent housin destinations.	70%	70%	80%
Measure 2b: % of households exiting to permanent housing destinations who return to homelessness within 2 years.	10%	10%	10%
Local Measure: The average length of time from first contact to date of engagement.	30 Days	30 Days	30 Days
Local Measure: % of clients setved with a date of engagement.	80%	83%	83%

It is the intent of the CITY to continue funding for this Program for the term of this Agreement based upon performance and funding availability, but continuation of the Program is solely based upon the discretion of the CITY and entirely contingent upon receipt of state and local grant funds specifically allowed for this Program.

C. COORDINATED ASSESSMENT.

The GRANTEE shall participate m the Spokane Continuum of Care Coordinated Assessment system.

D. RENTAL ASSISTANCE.

The GRANfEE shall employ a progressive engagement approach if the GRANTEE will provide rental assistance under this Agreement.

E. CHILDREN'S SERVICES.

If the project provides housing or services to families, GRANfEE shall designate a staff person to be responsible for ensuring that children being served through the project are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start

F. PROGRAM PARTICIPANT ELIGIBILITY REVIEW.

The GRANTEE is responsible for re-evaluating the program participant's eligibility in accordance with the Depar1ment of Commerce Guidelines for the Street Outreach Services Grant.

G. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the performance goals as stated above, timely submittal of performance data, spend down of gran(funds, and all other terms and conditions of this Agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub- Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not timely undertaken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/29/2022
		Clerk's File #	OPR 2019-0828
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	
Contact Name/Phone	JENN CERECEDES 6055	Project #	
Contact E-Mail	JCERECEDES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 23587
Agenda Item Name	1680 - YAHP AMENDMENT		

Agenda Wording

Subgrant amendment to add Young Adult Housing Program funds to the Youth Homelessness Demonstration Project for the Volunteers of America Bridge Housing Program retroactive to January 1, 2022, through June 30, 2022.

Summary (Background)

This request is for an amendment which will be retroactive effective January 1st, 2022. YAHP (Young Adult Housing Program) funds operations, facilities, and administration costs for the VOA Bridge Housing Program. This agreement will extend the current contract through June 30th, 2022. Prior to the end of this amendment the YAHP funds will be added to the Youth Homelessness Demonstration Project (YHDP) RFP to disperse the remaining funds.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact		Budget Account
Expense	$ 69,134.00	# 1540-95574-65410-54201-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CERECEDES, JENNIFER	Study Session\Other	PIES 4/25/2022
Division Director	CERECEDES, JENNIFER	Council Sponsor	Council Member Kinnear
Finance	MURRAY, MICHELLE	Distribution List	
Legal	ODLE, MARI	jcerecedes@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	CHHSaccounting@spokanecity.org	
Additional Approvals		CHHSgrants@spokanecity.org	
Purchasing	WAHL, CONNIE	kclifton@spokanecity.org	
GRANTS, CONTRACTS & PURCHASING	MURRAY, MICHELLE		

Committee Agenda Sheet
[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	YAHP Amendment
Summary (Background)	This request is for an amendment which will be retroactive effective January 1st, 2022. YAHP (Young Adult Housing Program) funds operations, facilities, and administration costs for the VOA Bridge Housing Program. This agreement will extend the current contract through June 30th, 2022. Prior to the end of this amendment the YAHP funds will be added to the Youth Homelessness Demonstration Project (YHDP) RFP to disperse the remaining funds.
Proposed Council Action & Date:	Please approve this Amendment and the award of $69,134 to VOA

Fiscal Impact:
Total Cost:
Approved in current year budget? ■ Yes ☐ No ☐ N/A

Funding Source ☐ One-time ■ Recurring
Specify funding source: Young Adult Housing Program (YAHP). The current grant cycle goes through 2023, we do expect the ability to renew

Expense Occurrence ■ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?
The YAHP bridge housing program serves youth with a focus on inclusion of QTBIPOC youth.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
CMIS will be the database for collecting and reporting on these funds.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
Review of financial data and program outcomes will be used to improve the effectiveness of the program.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This proposal aligns with the 5-year strategy to end homelessness.

City of Spokane

AGREEMENT AMENDMENT B

Title: Bridge Housing Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Bridge Housing Program; and

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

WHEREAS, a change or revision of the work has been requested, an extension to the Agreement so that the City may complete a Request for Proposal and Review Process ("Process") in order to enhance the delivery of services through the Program and the Process cannot be thoughtfully conducted prior to the expiration of the Agreement, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, funds made available under the 2019-2021 Washington State Department of Commerce Office of Homeless Youth Core & Anchor Community Initiative Programs, Grantor Award # 20-46312-203, Total Award $889,125.00, issued on July 22, 2019 (OPR 2019-0529), for funds made available from July 1, 2019 through June 30, 2021 that were not spent have expired and shall be deobligated from this Agreement; and

WHEREAS the funding for this Amendment A is awarded under the 2021-2023 Washington State Department of Commerce Office of Homeless Youth Core Programs, Grantor Award #22-46312-203, Total Award $889,125, issued on July 19, 2021 (OPR 2021-0478); and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to sup- plant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.
The original Agreement, dated September 24, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Agreement Amendment shall become effective on January 1, 2022.

3. EXTENSION.
The Agreement documents are hereby extended and shall run through June 30, 2022.

4. AMENDMENT.
SECTION NO. 3 – BUDGET.

Category	Amount
BRIDGE HOUSING PROGRAM – 7/1/2019-6/30/2021	
Operations	$86,076.79
Facility Support	$99,860.21
Administration	$17,925.22
Subtotal	*$203,862.22*
BRIDGE HOUSING PROGRAM – 7/1/2021-12/31/2021	
Operations	$36,901.00
Facility Support	$28,234.00
Administration	$3,999.00
Subtotal	*$69,134.00*
TOTAL	**$272,996.22**
BRIDGE HOUSING PROGRAM – 1/1/2022-6/30/222	
Operations	$36,901.00
Facility Support	$28,234.00
Administration	$3,999.00
Subtotal	***$69,134.00***

Unspent funds for years one (1) and two (2) were de-obligated by Commerce as indicated above, and funds for this Amendment B shall be available to the GRANTEE January 1, 2022 through June 30, 2022.

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph H of this Agreement.

Budget - YAHP - 2019-0828 - Bridge Housing - 1/1/22-6/30/22

Program Operations		
Salaries & Benefits		35,832
Professional Services		150
Equipment and Supplies		100
Office Space		63
Office Utilities		63
Travel		250
Insurance		63
Recruitment		100
Support Services		280
Total Program Operations		36,901
Facilities Support		
Lease or Rent Payments		26,734
Other Building Costs		1,500
Total Rent Assistance		28,234
	Sub-total	
Administration		
Administration		3,999
Total Administration		3,999
	Total	**69,134**

Category	Amount
BRIDGE HOUSING PROGRAM – 7/1/2019-6/30/2021	
Operations	86,077
Facility Support	99,860
Administration	17,925
Subtotal	203,862
BRIDGE HOUSING PROGRAM – 7/1/2021-12/31/2021	
Operations	36,901
Facility Support	28,234
Administration	3,999
Subtotal	69,134
TOTAL	272,996
BRIDGE HOUSING PROGRAM – 1/1/2022-6/30/222	
Operations	**36,901**
Facility Support	**28,234**
Administration	**3,999**
Subtotal	**69,134**

COMMUNITY, HOUSING, AND
HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
FAX 509.625.6325
FAX 509.625.6315

April 4, 2022

Bridget Cannon
Volunteers of America of Eastern WA and Northern ID
525 W 2nd Ave
Spokane, WA, 99201
bcannon@voaspokane.org

RE: OPR 2019-0828 Contract Amendment Request

Dear Bridget,

This letter is in response to the contract amendment request submitted for the YAHP – Bridge Housing Program. The requested revision, as detailed below, is approved and will be retroactively effective as of January 1, 2022.

2019-0828 - YAHP Budget Extension – 1/1/22-6/30/22

Bridge Housing Program – 1/1/2022-6/30/2022	
Operations	$36,901.00
Facilities Costs	$28,234.00
Administration	$3,999.00
Subtotal	*$69,134.00*

Please feel free to contact me with any questions you may have regarding this letter or your award.

Sincerely,

Devin F.P. Biviano

Devin Biviano, Program Professional, Homelessness Services

Community, Housing, and Human Services Department

EQUAL HOUSING OPPORTUNITY

Agenda Sheet for City Council Meeting of: 05/09/2022		**Date Rec'd**	4/29/2022
		Clerk's File #	OPR 2017-0302
		Renews #	
Submitting Dept	HOUSING & HUMAN SERVICES	**Cross Ref #**	RES 2017-0031
Contact Name/Phone	GEORGE DAHL 6036	**Project #**	
Contact E-Mail	GDAHL@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	1680 - RIDPATH CLUB APARTMENTS RE-SUBORDINATION REQUEST		

Agenda Wording

The bank loan for the Ridpath Club Apartments will be refinanced with a new loan. Bellwether Enterprise Real Estate Capital, LLC and its underwriter are seeking mortgage insurance pursuant to Section 223(f) of the National Housing Act for the

Summary (Background)

The City's $1,750,000 loan was made in May 2017 and used miscellaneous revenue from loan repayments from the (closed) federal Rental Rehabilitation Program. The interest rate is 5.75% and the loan matures on 7/1/2042. The loan is subordinate to the bank financing and a $3,500,000 loan from WHSFC. Payments are deferred until there is surplus cash, which will be paid to creditors in a specified order. When available, the City and WSHFC will split annual payments for the same tier.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**

Approvals		**Council Notifications**	
Dept Head	CERECEDES, JENNIFER	**Study Session\Other**	PIES 4/25/2022
Division Director	CERECEDES, JENNIFER	**Council Sponsor**	Council Member Kinnear
Finance	MURRAY, MICHELLE	**Distribution List**	
Legal	ODLE, MARI	CHHSaccounting@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	gdahl@spokanecity.org	
Additional Approvals		kclifton@spokanecity.org	
Purchasing		jcerecedes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

refinance of the Ridpath Club Apartments. Other lenders, including the City of Spokane, are currently subordinate to the current loan. Subordinate lenders have been asked to resubordinate their interests to the new loan. (See briefing paper.)

Summary (Background)

As of 12/31/21, the accrued interest on the City's loan was $514,067. See also: RES 2017-0031 and OPR 2017-0302

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Committee Agenda Sheet
Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	George Dahl, 625-6036
Contact Email	gdahl@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	■ Consent ☐ Discussion Time Requested: NA
Agenda Item Name	Ridpath Club Apartments Resubordination Request
Summary (Background)	The bank loan for the Ridpath Club Apartments will be refinanced with a new loan. Bellwether Enterprise Real Estate Capital, LLC and its underwriter are seeking mortgage insurance pursuant to Section 223(f) of the National Housing Act for the refinance of the Ridpath Club Apartments. Other lenders, including the City of Spokane, are currently subordinate to the current loan. Subordinate lenders have been asked to resubordinate their interests to the new loan. The existing loan with Chase Bank is $8,196,294 (est as of 5/1/2022) with an interest rate of 5% and debt service of $501,728/yr. It is due in full in August 2059 and is secured by a first deed of trust and the assignment of rents and leases, as well as other agreements and guarantees. The proposed loan is $8,435,000 with an estimated rate of 3.30% and debt service of $416,249, for a savings of $85,470 in debt service per year. The new loan is greater than the prior loan as it pays off the old loan, covers loan costs, establishes a replacement reserve, and provides $120k for repairs needed within the next year to meet HUD standards. No funds are going to the owners. The interest rate will be fixed at a later date, but currently the rate would be 2.95%, plus 0.35% mortgage insurance premium (MIP), (or 3.30% all in), fixed for 35 years (420 months). The monthly payment will be $32,227 for principal and interest, or $34,687 for principal, interest, and MIP. The fair market value appraisal by Butler Berger Group, a HUD-approved appraiser, gave an appraised value of $25,800,000. The City's $1,750,000 loan was made in May 2017 and used miscellaneous revenue from loan repayments from the (closed) federal Rental Rehabilitation Program. The interest rate is 5.75% and the loan matures on 7/1/2042. The loan is subordinate to the bank financing and a $3,500,000 loan from WHSFC. Payments are deferred until there is surplus cash, which will be paid to creditors in a specified order. When available, the City and WSHFC will split annual payments for the same tier. As of 12/31/21, the accrued interest on the City's loan was $514,067. See also: RES 2017-0031 and OPR 2017-0302
Proposed Council Action & Date:	Support Ridpath Club Apartments Resubordination Request at the April 25, 2022, PIES Committee Meeting

Fiscal Impact:
Total Cost: No new, or additional costs are tied to this request.
Approved in current year budget? ☐ Yes ☐ No ■ N/A

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

Other budget impacts: (revenue generating, match requirements, etc.): None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

NA

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

NA

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

NA

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

This request supports past funding commitments and the preservation of existing affordable housing units located within the City of Spokane.

Agenda Sheet for City Council Meeting of: 05/09/2022		Date Rec'd	4/27/2022
		Clerk's File #	ORD C36207
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	JACOB MILLER 509-625-6421	Project #	
Contact E-Mail	JMILLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0410 - EVICTION RENT ASSISTANCE PROGRAM 2.0 SBO		

Agenda Wording

CHHS is requesting the approval of the attached SBO related to the acceptance of the ERAP 2.0 grant. This SBO creates budget capacity in order to utilize those funds.

Summary (Background)

The Department of Commerce Eviction Rent Assistance Program (ERAP) 2.0 is a continuation of Washington State's response to the COVID-19 disaster. ERAP 2.0 is a $403 million program funded by the American Rescue Plan Act (ARPA) Coronavirus State Fiscal Recovery Fund. ERAP 2.0 will remain active between October 2021 and June 2023. The City was awarded $5.9 million. The City will use the funding to continue to prevent evictions by paying rental arrears, current and future rent, and other costs.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact		Budget Account
Revenue	$ 5,879,189	# 1540-95592-99999-33321-99999
Expense	$ 5,585,230	# 1540-95592-65410-54201-99999
Expense	$ 120,334	# 1540-95592-65430-51991-99999
Expense	$ 173,625	# 1540-95592-65430-5XXXX-99999

Approvals		Council Notifications	
Dept Head	INGIOSI, PAUL	Study Session\Other	
Division Director	MURRAY, MICHELLE	Council Sponsor	CM Kinnear / CM Wilkerson
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	jcerecedes@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbrown@spokanecity.org	
Additional Approvals		budget@spokanecity.org	
Purchasing			
MANAGEMENT & BUDGET	INGIOSI, PAUL		
GRANTS, CONTRACTS & PURCHASING	MURRAY, MICHELLE		

Committee Agenda Sheet

Submitting Department	Community, Housing, and Human Services (CHHS)
Contact Name & Phone	Jacob Miller 509-625-6421
Contact Email	jmiller@spokanecity.org
Council Sponsor(s)	Council Member Kinnear / Council Member Wilkerson
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 minutes
Agenda Item Name	SBO - Eviction Rent Assistance Program 2.0
Summary (Background)	The Department of Commerce Eviction Rent Assistance Program (ERAP) 2.0 is a continuation of Washington State's response to the COVID-19 disaster. ERAP 1.0 was a $43.5 million program funded with State Disaster Response Account Funds. ERAP 1.0 was active between August, 2020 and June, 2021. ERAP 2.0 is a $403 million program funded by the American Rescue Plan Act (ARPA) Coronavirus State Fiscal Recovery Fund. ERAP 2.0 will remain active between October, 2021 and June, 2023. The City of Spokane has been awarded $5,879,189 of the total $403 million available for ERAP 2.0. A separate agenda item has been submitted by Jenn Cerecedes requesting council approval to accept the $5,879,189 awarded to the City. This SBO will allow the City to create budget capacity in order to accept and utilize those funds. The City will use the funding to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs. This funding will need to go through an RFP process in order to establish a contract with a sub-recipient. Once the contract is awarded the City of Spokane will reopen the rental assistance portal in order to distribute assistance to the citizens of Spokane.
Proposed Council Action & Date:	CHHS is requesting the approval of the attached SBO related to the acceptance of the ERAP 2.0 Grant. This SBO creates budget capacity in order to utilize those funds. May 9, 2022

Fiscal Impact:
Total Cost: $5,879,189 Revenue/Expense (Net $0)
Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring
Specify funding source: WA State Department of Commerce Grant

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

ERAP 2.0 funding requires that the City distributes the funds equitably based on population demographics.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Department of Commerce will define the data to be collected once the City accepts the award. The providers contracted through the RFP process will submit monthly reports conforming to the Department of Commerce requirements.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

There will be a review of financial data and program outcomes used to improve the effectiveness of the program. The Department of Commerce will also define the methodology the City will need to use for collection/analysis of this data.

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

This proposal aligns with the 5-Year Strategic Plan to Prevent and End Homelessness.

ORDINANCE NO C36207

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage,” and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Human Services Grants 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 Human Services Grants Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Increase revenue by $5,879,189
A) Of the increased revenue, $5,879,189 is from the Washington State Department of Commerce Eviction Rent Assistance Program (ERAP) 2.0 to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.
2) Increase appropriation by $5,879,189
A) Of the increased appropriation, $5,585,230 is provided solely for sub-recipients awarded through an RFP process to deliver rent assistance funds to the community.
B) Of the increased appropriation, $293,959 is provided solely for the City’s administration of the rent assistance program.

Section 2. 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 the need to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably, 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

Agenda Sheet for City Council Meeting of: 05/02/2022		**Date Rec'd**	4/20/2022
		Clerk's File #	RES 2022-0042
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	CM CATHCART X6257	**Project #**	
Contact E-Mail	MCATHCART@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0320 - FIRE OVERTIME RESOLUTION		

Agenda Wording

Committing support for identifying immediate actions to reduce significant overtime costs within the Spokane Fire Department.

Summary (Background)

This resolution encourages the City Administration and Fire Chief Brian Schaeffer to take immediate steps to reduce the increasing financial burden on the City and its taxpayers resulting from significant fire overtime costs by immediately implementing any necessary mitigations or cost saving measures that will not result in less effective service or increased response times to Spokane citizens.

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**	4/11 Public Safety
Division Director		**Council Sponsor**	Cathcart/Bingle
Finance		**Distribution List**	
Legal		mcathcart@spokanecity.org	
For the Mayor		jbingle@spokanecity.org	
Additional Approvals		nocheltree@spokanecity.org	
Purchasing		sblackwell@spokanecity.org	

Committee Agenda Sheet
[COMMITTEE]

Submitting Department	City Council - Cathcart
Contact Name & Phone	Shae Blackwell (509) 625-6224
Contact Email	sblackwell@spokanecity.org
Council Sponsor(s)	CM Cathcart, CM Bingle
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5 min
Agenda Item Name	Fire Overtime Resolution
Summary (Background)	Committing support for identifying immediate actions to reduce significant overtime costs within the Spokane Fire Department (Council Sponsors: Council Member Cathcart and Council Member Bingle) Resolution to declare Council strongly encourages the City to take immediate steps to reduce the increasing financial burden on the City and its taxpayers resulting from significant fire overtime costs by immediately implementing any necessary mitigations or cost saving measures that will not result in less effective service or increased response times to Spokane citizens.
Proposed Council Action & Date:	
Fiscal Impact: Total Cost:	

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

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

RESOLUTION NO. 2022-0042

A Resolution addressing increasing overtime costs within the Spokane Fire Department.

WHEREAS, in emergency situations within the City of Spokane, the City's public safety employees and first responders carry out the critical role of protecting and ensuring public safety; and

WHEREAS, the Spokane Fire Department, in conjunction with partners from other agencies, rescue people from dangerous circumstances, treat the injured and protect the lives and safety of people, regardless of the peril or hazard to themselves; and

WHEREAS, the Spokane Fire Department serves as the first, first responder to protect the people of Spokane every day, being always available to provide a coordinated response to any emergency at any hour, under any conditions or circumstances; and

WHEREAS, firefighters provide fire suppression, emergency medical services, search and rescue, hazardous materials response, critical fire prevention and safety education across the Spokane community; and

WHEREAS, in 2021 the Spokane Fire Department responded to 49,897 emergency incident calls (a 13.2% increase from 2020), provided over 120,000 fire safety training hours and installed 71 smoke or carbon monoxide alarms in community residences; and

WHEREAS, the government of the City of Spokane is charged first and foremost with assuring public safety by protecting the lives, peace and property of its residents; and

WHEREAS, the Fire Department's overtime costs continue to increase and the City Council has called for an overtime study of which the results are expected to be available in May 2022; and

WHEREAS, on January 31, 2020, the Secretary of Health and Human Services declared a public health emergency in response to a novel coronavirus, SARS-CoV-2, which caused the COVID-19 disease and subsequent pandemic; and

WHEREAS, since that time, the Governor, the Mayor and the Spokane Regional Health Department Health Officer have all issued various directives and guidance to state and local residents including stay-at-home orders, restrictions on certain business activities, the implementation of mask and vaccine mandates; and

WHEREAS, across the Spokane community, many workers who chose not to be vaccinated against COVID-19 have been separated from their jobs; and

WHEREAS, twenty-five highly professional, specialty trained Spokane firefighters were separated from their jobs during the COVID-19 pandemic by reason of their unvaccinated status; and

WHEREAS, the City is struggling with overtime costs in the Fire Department due in large part to a lack of staffing; and

WHEREAS, voters deserve to know the City is doing everything in its power to get a handle on those costs; and

WHEREAS, the national public health emergency has caused many employers, including the City of Spokane, to discharge, lay off, and furlough workers who could now return to their previous jobs as the COVID-19 pandemic recedes and business and social activities return to normal levels; and

WHEREAS, the City of Spokane recognizes the importance of public safety in the Spokane community as citizens return to normal activities, drivers are more prone to accidents in warmer weather and fire season is upon us; and

WHEREAS, browning out fire houses or otherwise reducing service is not and should not be a conceivable option today and it is incumbent upon city leaders to consider all options and think creatively; and

NOW THEREFORE, BE IT RESOLVED that the City Council strongly encourages the City Administration and Fire Chief Brian Schaeffer to take immediate steps to reduce the increasing financial burden on the City and its taxpayers resulting from significant fire overtime costs by immediately implementing any necessary mitigations or cost saving measures that will not result in less effective service or increased response times to Spokane Citizens,

BE IT ALSO RESOLVED that these measures shall include, but are not limited to, offering and identifying a path forward, including any necessary COVID-19 mitigations to immediately rehire all Spokane firefighters who were separated from employment due to pandemic regulations.

Passed by the City Council this ____ day of _____, 2022.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 05/09/2022		**Date Rec'd**	4/27/2022
		Clerk's File #	RES 2022-0044
		Renews #	
Submitting Dept	CITY COUNCIL	**Cross Ref #**	
Contact Name/Phone	JONATHAN MOOG X6243	**Project #**	
Contact E-Mail	JMOOG@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Resolutions	**Requisition #**	
Agenda Item Name	0320 - DOWNTOWN ZIPLINE RESOLUTION		

Agenda Wording

A Resolution supporting the continued project planning for a Downtown Zipline.

Summary (Background)

Riverfront Park has been exploring the idea of a downtown Zipline for several years. The Downtown Zipline is envisioned to be a dual line 1,400 foot long ecotourism and cultural experience in the heart of downtown Spokane. It will depart from the CSO-26 plaza next to City Hall and land at Redband Park in Peaceful Valley. The City of Spokane is seeking a public partnership arrangement where a private partner would provide capital, build and operate.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	ALLERS, HANNAHLEE	**Study Session\Other**	4/25 PIES Committee
Division Director		**Council Sponsor**	CMs Cathcart, Zappone and Bingle
Finance		**Distribution List**	
Legal		zzappone@spokanecity.org	
For the Mayor		mcathcart@spokanecity.org	
Additional Approvals		jbingle@spokanecity.org	
Purchasing		sblackwell@spokanecity.org	

Committee Agenda Sheet
[PIES]

Submitting Department	City Council – Cathcart Office
Contact Name & Phone	Shae Blackwell x6224
Contact Email	sblackwell@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 5
Agenda Item Name	Downtown Zipline Resolution
Summary (Background)	A Resolution supporting the continued project planning for a Downtown Zipline. Riverfront Park has been exploring the idea of a downtown Zipline for several years. The Downtown Zipline is envisioned to be a dual line 1,400 foot long ecotourism and cultural experience in the heart of downtown Spokane and will depart from the CSO-26 plaza next to City Hall and end at Redband Park in Peaceful Valley.
Proposed Council Action & Date:	Expected Council consideration on May 16

Fiscal Impact:
Total Cost:
Approved in current year budget? ☐ Yes ☐ No ☐ N/A

Funding Source ☐ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

RESOLUTION NO. 2022-0044

A Resolution supporting the continued project planning for a Downtown Zipline.

WHEREAS, Riverfront Park has been exploring the idea of a downtown Zipline for several years; and

WHEREAS, the Downtown Zipline is envisioned to be a dual line 1,400 foot long ecotourism and cultural experience in the heart of downtown Spokane; and

WHEREAS, it will depart from the CSO-26 plaza next to City Hall and land at Redband Park in Peaceful Valley; and

WHEREAS, the City of Spokane is seeking a public partnership arrangement where a private partner would provide capital, build and operate the Downtown Zipline; and

WHEREAS, the proposed site is expected to meet all permitting requirements including those of the Federal Energy Regulatory Commission (FERC) as well as addressing sensitive land use interests; and

WHEREAS, the purpose of the project is to provide increased activation of Downtown Spokane, Riverfront Park and Redband Park as well as provide programming for all ages including opportunities for youth in our community who are economically disadvantaged; and

WHEREAS, the project will build economic strength for lodging, food service, retail and entertainment sectors while serving as a catalyst for recovery of tourism, conventions and trade shows to Spokane; and

WHEREAS, the City has assessed community support and will formulate a community working group to develop a solicitation document and evaluate potential vendors; and

WHEREAS, the eventual vendor will design, permit, fund and operate the Downtown Zipline; and

WHEREAS, community organizations, including Peaceful Valley Neighborhood Council, Riverside Neighborhood Council, Visit Spokane, Spokane Park Board, Spokane Youth Baseball, Downtown Spokane Partnership, Spokane Indians Baseball Club, Spokane Hotel/Motel Association and Avista Utilities have submitted support for the project.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council supports the Parks Department moving forward with a Request for Proposals (RFP) process to

solicit competitive proposals to formally consider and evaluate factors to measure proposals on the basis of demonstrated competency and qualification.

Passed by the City Council this ____ day of _____, 2022.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 05/02/2022		**Date Rec'd**	4/14/2022
		Clerk's File #	ORD C36202
		Renews #	
Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES	**Cross Ref #**	
Contact Name/Phone	ELDON BROWN X6305	**Project #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	AMENDING ORDINANCE C-27577		

Agenda Wording

Amending Ordinance C-27577 to release a portion of an easement

Summary (Background)

Property owners have submitted a short plat for review. During review it was discovered that (1) of the lots is encumbered by an easement that was reserved in Ordinance C-27577 when the street was vacated. The property owners wish to release the easement in order to make the lot buildable. We have checked with the easement holder (Avista) and they are ok with releasing a portion of the easement as shown on the attached map.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	DUVALL, MEGAN	**Study Session\Other**	PIES 4/11/22
Division Director	MACDONALD, STEVEN	**Council Sponsor**	CM Karen Stratton
Finance	MURRAY, MICHELLE	**Distribution List**	
Legal	RICHMAN, JAMES	ebrown@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
Additional Approvals		rbenzie@spokanecity.org	
Purchasing		kbecker@spokanecity.org	
		smacdonald@spokanecity.org	

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36202

Amending Ordinance C27577 that vacated Dalton Avenue from Ash Place to Ash Street.

WHEREAS, a petition for the vacation of Dalton Avenue from Ash Place to Ash Street has been filed with the City Clerk representing 73.7% 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 Dalton Avenue from Ash Place to Ash Street is hereby vacated.

Section 2. An easement is reserved and retained over **the south half of the east 168.37 feet of** the ~~**entire**~~ vacated area for existing utilities of ~~**Washington Water Power Company**~~ **Avista Utilities** and no buildings or other obstruction shall be placed thereon without the prior written approval of the Director of Public Works.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

Ordinance C-27577 Easement Modification

CITY OF SPOKANE

Right-of-way Description:
Dalton Ave between Ash Place and Ash Street.

Easement Retained:
South half of the east 168.37'

Legend

- Original Easement Reservation
- Easement Release Area

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Geographic Information System

Printed by: edjohnson Print date: 4/1/2022

Agenda Sheet for City Council Meeting of: 05/02/2022		**Date Rec'd**	4/18/2022
		Clerk's File #	ORD C36203
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES	**Cross Ref #**	
Contact Name/Phone	CARLY CORTRIGHT X6263	**Project #**	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0550 - SPECIAL EVENT ORDINANCE UPDATE		

Agenda Wording

Updates to section 10.39 of Spokane Municipal Code regarding special event cost recovery, application fees, and language clean-up.

Summary (Background)

Current language in SMC 10.39 allows for 100% cost recovery for personnel costs related to public safety for special events, unless waived. To create more transparency and equity, a flat fee cost recovery for legacy events will replace this language with a proposed 25% cost recovery for parades and 75% for all other events. In response to COVID-19 pandemic, this flat fee will be phased in. Other changes include increase in application fee and language clean-up to be consistent with practice.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact	**Budget Account**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**
Select **$**	**#**

Approvals		**Council Notifications**	
Dept Head	CORTRIGHT, CARLY	**Study Session\Other**	UE 4/11/22
Division Director	SWEET, HEATHER	**Council Sponsor**	Breean Beggs; Zack Zappone
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	PICCOLO, MIKE	ccortright@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	cortiz@spokanecity.org	
Additional Approvals		korlob@spokanecity.org	
Purchasing		kschmitt@spokanecity.org	

ORDINANCE NO. C36203

An ordinance relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, and 10.39.090.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1**.** That Chapter 10.39 SMC is amended to read as follows:

Chapter 10.39 Special Events ((~~– Parades – Demonstrations~~))

Section 2. That SMC 10.39.010 is amended to read as follows:

10.39.010 Definitions

A. "Applicant" is the person ((~~ representing the entity, group or association who has the authority from the same to apply for the special event permit.~~)) applying for the special event permit on their own behalf or on behalf of a group.

B. "Assembly" is a public gathering or group of people organized for the purpose of advocating causes, public celebration, expressing ideas or conveying a message to the public or public display.

C. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).

((~~C.~~)) D. "Commercial special event" means any special event organized and conducted by any person or group that does not qualify as a tax-exempt nonprofit organization.

((~~D.~~)) E. "Demonstration" is a public gathering for the purpose of a public display or the redress of grievances.

((~~E.~~)) F. "Expressive activity" includes conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinions, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.

~~((1. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.))~~

((~~F.~~)) G. "Float" is any decorated parade entry.

H. "Issuing Authority" means the person who issues the special event permit. For all events held on public property, the issuing authority is the chief of police or his or her designee.

I. "Legacy Event" is a large-scale event with the following attributes:

a. provides a long-term commitment to the City with an event that draws large numbers of visitors to the city on a recurring basis;

b. brings a significant and sustained economic benefit to the City of Spokane, as independently-verified through increased revenues to the City,

c. brings improved infrastructure and increases amenities to the areas surrounding the event.

A determination of what qualifies as a "legacy event" is made by the issuing authority.

((~~G.~~)) J. "Noncommercial special event" means:

1. ((~~any special))~~ special event organized and conducted by a group that qualifies as a tax-exempt nonprofit organization, or

~~2. ((a special))~~ special event whose principal purpose is expressive activity and does not involve fundraising.

((~~H.~~)) K. "Outdoor concert" is any organized event for the primary purpose of presenting live or recorded music or other amplified sounds for entertainment.

((~~I.~~)) L. "Parade" is any organized group marching or in procession, whether on foot, animal or vehicle.

((~~J.~~)) M. Special event" is a preplanned activity sponsored by groups or organizations that (1) involves the use of public property or facilities, (2) impacts public and/or private property, and (3) may require the provision of public safety services. Special events include parades, demonstrations, entertainment, celebrations, amusement, cultural recognition, amateur sports demonstrations, competitive events, assemblies and outdoor concerts.

((~~J. Special event" is a preplanned activity (including a parade or demonstration) sponsored by groups or organizations that involves the use of or has an impact on~~

~~public property or facilities and the provision of City public safety services in response thereto.~~))

~~((1. A special event also has to be held on public property for the purpose of entertainment, celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity and demonstrations, assemblies and outdoor concerts and the principal purpose of which is not expressive activity.~~))

((~~K.~~)) N. "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special permit.

((~~L."Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).~~))

Section 3. That SMC 10.39.020 is amended to read as follows:

10.39.020 Special Event Permit Approval Required

A. No person or group may sponsor, promote or conduct a special event ~~within the City~~ that involves the use of or impacts public property or a city park without a permit under this chapter. ((~~, in case the special event is on park property, without a permit under chapter 12.06 SMC.~~))

1. As provided in SMC 12.06A.040, permits for special events held in city parks are subject to the provisions of this chapter.
2. Permits for special events are issued by the Chief of Police or his or her designee, who is the issuing authority.
3. Persons or groups applying for a special event permit must submit an operational plan that addresses clean-up after the event, and shall reimburse the City for any costs associated with clean-up of the event.
4. Applicants shall commit to compliance with all laws, including rules and procedures set forth by the Parks Department for events in city parks.

((B~~. The permit under this chapter is in the nature of class III licenses as provided in chapter 4.04 SMC issued by the chief of police and/or fire chief.~~))

Section 4. That SMC 10.39.030 is amended to read as follows:

10.39.030 Application Process

A. Time for Filing.

1. The application for special event permit shall be filed ((~~with the City license officer~~ not less than thirty calendar days before the ~~time when it is proposed to conduct the special event~~)) proposed special event.

((~~2.~~)) ((~~If the special event is solely an expressive activity event, as defined by this chapter, then such application shall be filed with the City license officer not less than seven calendar days before the expressive activity event.~~))

((~~3~~))2. ((~~Upon good cause shown and provided that no risk or burden to the City ensues, the chief of police has discretion to allow a later filing of the application.~~)) The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.

B. Contents of Application.

The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:

1. the name, telephone number and address of the applicant or the principals of the applicant;

2. the date and time of the event;

3. the probable number of participants;

4. the place or route of the event, including a map and written narrative of the proposed route;

5. a description of all public ways proposed to be blocked;

6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;

7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;

8. the number and location of portable sanitation facilities;

9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;

10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;

11. a description of the types and number of vehicles to be used in the special event;

12. insurance and surety bond information;

13. any other additional information required by special event regulations.

C. The date of the special event shall not be confirmed until the special event permit is issued.

D. The application for a special event permit is deemed complete when the applicant has provided to the ~~City~~ issuing authority all of the information required by this chapter.

Section 5. That SMC 10.39.040 is amended to read as follows:

10.39.040 Conditions Affecting the Special Event Permit Process

A. ((~~The license officer may impose reasonable~~)) Reasonable and necessary conditions ~~provided by this chapter on~~ may be imposed with the issuance of the permit.

B. Conditions imposed will ensure that the special event does not:

1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;

2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;

3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;

4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and

5. interfere with any other special event for which a permit has already been granted.

C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.

D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)

1. A permit is required from the Washington Liquor Cannabis Board.

2. Beer garden must close by 10 PM.

3. Liquor Endorsement must be included on insurance coverage.

4. Beer garden area must be clearly designated with a minimum of 4 foot high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.

5. Clearly designated entrance/exit points.

6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.

7. No outside alcohol may be brought into beer garden and no alcohol may be removed.

8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.

9. Only one beer garden allowed per event.

Section 6. That SMC 10.39.050 is amended to read as follows:

10.39.050 Denial of Permit – Revocation of Permit

A. Denial. An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. Denial of the special event permit shall be made in writing as soon as reasonably practicable.

~~((B.))~~ ((~~Denial of the special event permit shall be made by the chief of police or his designee in writing as soon as reasonably practicable.~~))

B. ((~~Revocation.~~))
Revocation. The ((~~license officer~~)) issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the permittee is failing to satisfy the conditions or obligations under the permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder.

Section 7. That SMC 10.39.055 is amended to read as follows:

10.39.055 Violation

A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the issuing authority ((~~City of Spokane Police or Fire Department~~)), they are subject to a penalty.

B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

C. Special Event Permit holders must comply with all state and local laws.

Section 8. That SMC 10.39.090 is amended to read as follows:

10.39.090 Cost Recovery for Special Events

A. Except when waived by the mayor or by city council resolution for any special event, the ((~~licensing officer~~)) issuing authority shall charge:

1. an administrative processing fee ((~~of fifty dollars~~)) per event paid at the time of application in the amount of;

   a. $50 for Small Event (0-50 attendees),
   b. $100 for Medium Event (51-1000 attendees), and
   c. $250 for Large Event (1001-10,000 attendees), and
   d. $500 for Extra Large Event (10,001 or more attendees).

2. the cost of ~~the~~ police officers and other City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event as follows: ((.))

   a. The following legacy events will be charged a flat fee as assessed in following table:

Event	2022	2023	2024	2025 and beyond
Bloomsday	$0	$12,000	$24,000	$48,000
Hillyard Hi-Jinx Parade	$0	$200	$400	$800
Hoopfest	$0	$22,500	$45,000	$90,000
Junior Lilac Parade	$0	$875	$1,750	$3,500
Lilac Parade	$0	$5,000	$10,000	$20,000
Pig Out in the Park	$0	$4,125	$8,250	$16,500
St. Patrick's Day Parade	$0	$1,375	$2,750	$5,500

b. 25% of personnel costs for any community parade
c. 75% of personnel costs for all other events

3. any park reservation fees associated with a special event.

B. The fees and costs shall be estimated in writing by the ((~~licensing officer~~)) issuing authority and given to the applicant prior to the issuance of the special event permit.

C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.

D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.

E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.

1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.

2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Section 9. That SMC 4.04.020 is amended to read as follows:

4.04.020 Activities Requiring Registrations and Licenses

A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.

B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:

1. peddling merchandise, and

2. solicitation of money or things of value.

C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:

1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;

2. keeping of animals;

3. building relocation;

4. certain contracting;

5. commercial use and sale of fireworks;

6. private or special police;

7. dealing in used goods;

8. operating for-hire vehicles

D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:

1. moving buildings;

2. operating cable television;

3. certain contracting;

4. collecting garbage or commercial recyclables (SMC 13.02.0204);

5. distributing natural gas;

6. maintaining mechanical newspaper vendors;

((~~7. parades, special events, and demonstrations;~~))

((~~8.~~)) 7. operating telephone and telegraph equipment;

((~~9.~~)) 8. operating sidewalk cafes; and

((~~10.~~)) 9. doing commercial tree work.

PASSED by the City Council on _____.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective

Committee Agenda Sheet
Urban Experience

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Carly Cortright 625-6263
Contact Email	ccortright@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Kinnear
Select Agenda Item Type	☐ Consent ☒ Discussion Time Requested: 10
Agenda Item Name	SMC 10.39 Modifications: Special Events Cost Recovery
Summary (Background)	SMC 10.39 currently outlines 100% public safety cost recovery for events in the right of way unless waived by City Council or Mayor. Historically, we have completely waived public safety costs for parades and have waived 40% of the costs for Bloomsday, Hoopfest, and Pig Out in the Park in recognition of their economic impact. Starting back in 2019, City Council asked for a cost recovery model that was more transparent and equitable for all events. We proposed a tiered approach in 2020 just before the COVID pandemic which forced the delay of adding the ordinance to Council agenda until 2021. The tiered approach was 25% for parades (free community events who have paid 0% traditionally), 50% for events with major economic impact, or the Big 3, (Bloomsday, Hoopfest, and Pig Out in the Park), and 75% for all other events. First Amendment or free speech events would remain capped at a $500 total cost recovery. We also proposed increasing the application fee based on event size to help offset part of the staff time involved in reviewing and coordinating these events. In spring of 2021 this tiered approach was presented again, the major legacy events in Spokane that make up the majority of the costs associated with special events provided feedback that the unpredictable nature of how much the total cost would be (due to variations in staffing these events based on both police and fire seniority per union contract as well as potential security risks at time of the event), was too difficult to budget for non-profits often running on a shoe-string budget. Based on this feedback, we developed a flat-fee approach for these events, but based on the on-going COVID pandemic, the ordinance changes were suspended indefinitely in April 2021. We are bringing these changes forward again, this time with a phased-in approach to assist events with recovery following the COVID pandemic. The flat fee approach was based on the previous agreed to tier approach, but capped based on the 5 year average for those events plus a 20% increase to capture the increase in police wages as a result of their contract being settled. For example, for parades, 25% of the most recent 5 year average plus 20% was used to determine their flat fee as shown in the following table in the “2025” column. For the Big 3, this was 50% of their 5 year

	average. However, we are phasing in these costs over 4 years: 0% cost recovery in 2022, 25% in 2022, 50% in 2024, and then starting in 2025 would be the ongoing flat fee charged. This phased in approach not only recognizes the impacts of the pandemic on events, but also helps the parades secure funding to continue these events going forward. As previously determined, cost recovery for demonstration or free speech events will be capped at $500. We are also recommending increases to the application fee based on size event from the current $50 in recognition of the staff time involved in special events. Additionally, we are in the middle of a software implementation to streamline the application process for events as well as the approval process for staff, and the application fees will cover the cost of this software. The increase in application fees will help make sure we are able to continue to pay for this software based on their annual price increases. The majority of events will stay at $50 or increase to $100. For events with more than 1000 attendees, the price will increase to $250, and for events with more than 10,000, the application fee will be $500. This is consistent with other communities of our size as well. EVENT / 2022 / 2023 / 2024 / 2025 Bloomsday: $ - / $ 12,000 / $ 24,000 / $ 48,000 Hillyard Hi-Jinx Parade: $ - / $ 200 / $ 400 / $ 800 Hoopfest: $ - / $ 22,500 / $ 45,000 / $ 90,000 Jr. Lilac Parade: $ - / $ 875 / $ 1,750 / $ 3,500 Lilac Parade: $ - / $ 5,000 / $ 10,000 / $ 20,000 Pig Out in the Park: $ - / $ 4,125 / $ 8,250 / $ 16,500 St. Patrick's Day Parade: $ - / $ 1,375 / $ 2,750 / $ 5,500 Also, in making these changes to SMC 10.39, as previously presented in 2021, we also are recommending some other clean-up of the code in terms of language (references to codes that have since been repealed), better clarity on issuing authority (between the Chief of Police and the Parks Director depending on location of event), and appeals process for permit denials (which previously referred to a different section of the municipal code). None of these changes are a reflection of a change in practice, but simply codify existing procedure.
Proposed Council Action & Date:	Approve Ordinance changes: First Reading April 25th; Final Reading May 2nd

Fiscal Impact:

Total Cost: Varies by year, but in 2019 cost was $401,668 and city recovered $147,495. Under proposal, in 2022 cost recovery would be ~$23,500. In 2023, ~$69,500; in 2024, ~$115,500, and in 2025 and beyond, ~207,500.

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

Funding Source ☐ One-time ☒ Recurring

Specify funding source: funds are recovered for public safety costs from special event sponsors

Expense Occurrence ☐ One-time ☒ Recurring

Other budget impacts: (revenue generating, match requirements, etc.)
Public Safety special event costs are typically in the form of overtime spent for personnel assigned to the event. Per the ordiance we can recover those costs from the events unless waived. This proposal, starting in 2023, would recover funds from events previously not charges, and while not 100% off-setting, is higher than in the past

Operations Impacts

What impacts would the proposal have on historically excluded communities?
None to minimal; we are proposing increasing the application fee, but should be minimal impact for majority of events. Demonstration, or 1st Amendment, events would still be capped at $500 for max cost recovery.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?
We will continue to analyze cost of events compared to their cost recovery to determine if the flat fee charged is still consistent with intent.

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

Agenda Sheet for City Council Meeting of: 05/02/2022		**Date Rec'd**	4/15/2022
		Clerk's File #	ORD C36204
		Renews #	
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT	**Cross Ref #**	**ORD C36205** **ORD C36206**
Contact Name/Phone	DEAN GUNDERSON EXT 6082	**Project #**	
Contact E-Mail	DGUNDERSON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650- NEW DESIGN GUIDELINES - CITY WIDE		

Agenda Wording

New Design Guidelines for Public Projects and Structures, Skywalks over Public Right-of-Way, and City-Wide projects supported by amendments to the Spokane Municipal Code (SMC).

Summary (Background)

The adoption of these provisions will be undertaken via three ordinances. The first ordinance adopts the new design guidelines into the SMC. The second ordinance amends a portion of Title 12 and adopts a new chapter for Skywalks in Title 17C. The third ordinance amends portions of the SMC to clarify the formal design review process.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BLACK, TIRRELL	**Study Session\Other**	Urban Experience: August 2019, Urban Experience: September 2021, Urban Experience: April 13, 2022, City Council Advance Agenda: April 25, 2022
Division Director	BLACK, TIRRELL	**Council Sponsor**	CMs Stratton and Cathcart
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Additional Approvals		dgunderson@spokanecity.org
Purchasing		smacdonald@spokanecity.org
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ORDINANCE NO. C36204

AN ORDINANCE RELATING TO DESIGN GUIDELINES; AMENDING SMC SECTION 17G.040.020; AND ADOPTING NEW DESIGN GUIDELINES.

WHEREAS, through Chapter 04.13 of the Spokane Municipal Code, the City has established a Design Review Board to ensure that development projects subject to design review are consistent with adopted design guidelines and help to implement the City's Comprehensive Plan; and

WHEREAS, the City of Spokane has adopted three types of development review criteria that guide development of the built environment – (i) Development Standards, (ii) Design Standards, and (iii) Design Guidelines; and

WHEREAS, the focus of the Design Review Board is on ensuring the projects are consistent with Design Guidelines, whereas Development Standards and Design Standards are generally administered by development services staff, department directors, or the hearing examiner, depending on the permit application type; and

WHEREAS, the City has yet to adopt Design Guidelines for a number of project types that trigger the Design Review Process, including skywalks located above public ways, public projects or structures, and any other project subject to design review as required by code; and

WHEREAS, the City finds that it necessary to update its design review regulations to provide the Design Review Board with the necessary tools to (i) improve communication and participation among developers, neighbors, and the City early in the design and siting of new development projects subject to design review, (ii) ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan, (iii) advocate for the aesthetic quality of Spokane's public realm, (iv) encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit, and (v) provide flexibility in the application of development standards as allowed through development standard departures; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance; therefore

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That Title 17 SMC is amended to include new design guidelines for the following project types currently subject to design review.

A. Public Projects and Structures.

1. See Exhibit A

B. Skywalks.

1. See Exhibit B

C. Citywide

1. See Exhibit C

Section 2. That section 17G.040.020 is amended as follows:

Section 17G.040.020 Development and Applications Subject to Design Review

Development Applications Subject to Design Review. The board shall review the design elements of the following developments and/or project permit applications:

A. All public projects or structures. Such design reviews shall be conducted using the Public Projects and Structures Design Guidelines.

((~~B. Shoreline conditional use permit applications.~~))

((~~C~~)) B. Skywalks ((~~applications~~)) over a public right-of-way. Such design reviews shall be conducted using the Skywalks Design Guidelines.

((~~D~~)) C. Projects seeking a design departure per chapter 17G.030 SMC, Design Departures, SMC 17G.030.030, Review Process. Unless such projects would otherwise be subject to another set of design guidelines, such design reviews shall be conducted using the Citywide Design Guidelines.

((~~E~~)) D. Within downtown zones. Such design reviews within the downtown zones shall be conducted using the Downtown Design Guidelines:

1. Within the central area identified on the Downtown Design Review Threshold Map 17G.040-M1:

a. New buildings and structures greater than twenty-five thousand square feet.

b. Modification of more than twenty-five percent (at minimum three hundred square feet) of a building façade visible from an adjacent street.

2. Within the perimeter area identified on the Downtown Design Review Threshold Map 17G.040-M1:

    a. New buildings and structures greater than fifty thousand square feet.

    b. Modification of more than twenty-five percent (at minimum three hundred square feet) of a building façade visible from an adjacent street.

3. Within the gateway areas identified on the Downtown Design Review Threshold Map 17G.040-M1:

    a. All new buildings and structures.

    b. Modification of more than twenty-five percent (at minimum three hundred square feet) of a building façade fronting on a designated gateway street or within one hundred feet of an intersection with a gateway street.

4. Sidewalk encroachment by private use. Unless such projects would otherwise be subject to another set of design guidelines, such design reviews shall be conducted using the Citywide Design Guidelines.

((~~F~~)) E. Within Centers & Corridors zones, ((~~application~~)) requests for ((~~Design Departures~~)) design deviations from the Design Standards and Guidelines for Centers and Corridors. Such design reviews shall be conducted using the Citywide Design Guidelines.

F. Mini-storage Facilities, when required under SMC 17C.350.040. Such design reviews shall be conducted using the Mini-Storage Design Guidelines.

((H)) G. Other developments or projects listed within the Unified Development Code that require design review. Unless such projects would otherwise be subject to another set of design guidelines, such design reviews shall be conducted using the Citywide Design Guidelines.

H. Any development proposal about which the planning director or hearing examiner requests to have the board's advice pertaining to any design elements.

((~~G~~)) I. Any ((~~other development proposal or~~)) planning study about which the plan commission, or planning director ((~~, or hearing examiner~~)) requests to have the board's advice pertaining to any design elements.

Section 3. Severability Clause. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance.

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 PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE DESIGN GUIDELINES AND DESIGN REVIEW ORDINANCES

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code and adopt design guidelines for Public Projects and Structures, Skywalks, and Citywide as proposed by the New Design Guidelines project. The proposed amendments would repeal SMC Sections 12.02.0450, 12.02.0425.C, 12.02.0460, 12.02.0462, 12.02.0464.A, and 12.02.0474; amend SMC Sections 17G.040.020, 12.02.0405.C, 12.02.0410.B(2), 12.02.0424, 12.02.0470, 12.02.0476, 08.02.0665, 17G.030.020, 17G.060.070, and 17G.060.170; and add SMC Chapter 17C.255 containing Sections 17C.255.010, 17C.255.015, 17C.255.500, 17C.255.510, 17C.255.515, 17C.255.520, 17C.255.525, and 17C.255.530.

FINDINGS OF FACT:

A. The proposed text amendments aligns with the following adopted Shaping Spokane Comprehensive Plan policies:

1. Chapter 3 Land Use, LU 2.1 Public Realm Features – Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment.
2. Chapter 3 – Land Use, LU 2.2 Performance Standards - Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses.
3. Chapter 3 – Land Use, LU 4.4 Connections – Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.
4. Chapter 3 – Land Use, LU 5.1 Built and Natural Environment – Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.
5. Chapter 3 – LU 5.2 Environmental Quality Enhancement – Encourage site locations and design features that enhance environmental quality and compatibility with surrounding land uses.
6. Chapter 3 – LU 5.4 Natural Features and Habitat Protection – Ensure development is accomplished in a manner that protects significant natural features and wildlife habitat.
7. Chapter 3 – LU 5.5 Compatible Development – Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

8. Chapter 3 – LU 6.4 City and School Cooperation – Continue the cooperative relationship between the city and school officials.
9. Chapter 3 – LU 6.9 Facility Compatibility with Neighborhood – Ensure the utilization of architectural and site designs of essential public facilities that are compatible with the surrounding area.
10. Chapter 3 – LU 7.1 Regulatory Structure – Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit.
11. Chapter 4 – TR 1 Transportation Network for All Users – Design the transportation system to provide a complete transportation network for all users, maximizing innovation, access, choice, and options throughout the four seasons. Users include pedestrians, bicyclists, transit riders, and persons of all abilities, as well as freight, emergency vehicles, and motor vehicle drivers.
12. Chapter 4 – TR 2 Transportation Supporting Land Use – Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.
13. Chapter 4 – TR 7 Neighborhood Access – Require developments to have open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
14. Chapter 4 – TR 9 Promote Economic Opportunity – Focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city's designated growth areas, develop "Great Streets" that enhance commerce and attract jobs.
15. Chapter 4 – TR 13 Infrastructure Design – Maintain and follow design guidelines (including national guidelines such as MUTCD, NACTO, AASHTO) reflecting best practices that provide for a connected infrastructure designed for our climate and potential emergency management needs, and respecting the local context. Local context may guide signage and elements such as traffic calming, street furniture, bicycle parking, and community spaces. Accessibility guidelines and emergency management needs will be maintained.
16. Chapter 4 – TR 15 Activation – Build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place, with a focus on the designated Centers and Corridors identified in the Land Use chapter.
17. Chapter 7 – ED 6.1 Infrastructure Projects – Promote infrastructure projects that enhance the city's quality of life and business climate.
18. Chapter 7 – ED 7.6 Development Standards and Permitting Process – Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals.

19. Chapter 7 – ED 8.1 Quality of Life Protection – Protect the natural and built environment as a primary quality of life feature that allows existing businesses to expand and that attracts new businesses, residents, and visitors.
20. Chapter 8 – DP 1.1 Landmark Structures, Buildings, and Sites – Recognize and preserve unique or outstanding landmark structures, buildings, and sites.
21. Chapter 8 – DP 1.2 New Development in Established Neighborhoods – Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.
22. Chapter 8 – DP 1.3 Significant Views and Vistas – Identify and maintain significant views, vistas, and viewpoints, and protect them by establishing appropriate development regulations for nearby undeveloped properties.
23. Chapter 8 – DP 1.4 Gateway Identification – Establish and maintain gateways to Spokane and individual neighborhoods consisting of physical elements and landscaping that create a sense of place, identity, and belonging.
24. Chapter 8 – DP 2.1 Definition of Urban Design – Recognize current research that defines urban design and identifies elements of a well-designed urban environment.
25. Chapter 8 – DP 2.2 Design Guidelines and Regulations – Adopt regulations and design guidelines consistent with current definitions of good urban design.
26. Chapter 8 – DP 2.3 Design Standards for Public Projects and Structures – Design all public projects and structures to uphold the highest design standards and neighborhood compatibility.
27. Chapter 8 – DP 2.4 Design Flexibility for Neighborhood Facilities – Incorporate flexibility into building design and zoning codes to enable neighborhood facilities to be used for multiple uses.
28. Chapter 8 – DP 2.5 Character of the Public Realm – Enhance the livability of Spokane by preserving the city's historic character and building a legacy of quality new public and private development that further enriches the public realm.
29. Chapter 8 – DP 2.6 Building and Site Design – Ensure that a particular development is thoughtful in design, improves the quality and characteristics of the immediate neighborhood, responds to the site's unique features - including topography, hydrology, and microclimate - and considers intensity of use.
30. Chapter 8 – DP 2.7 Historic District and Sub-Area Design Guidelines – Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.
31. Chapter 8 – DP 2.8 Design Review Process – Apply design guidelines through a review process that relies on the expertise of design professionals and other community representatives to achieve design performance that meets or exceeds citizens' quality of life expectations.
32. Chapter 8 – DP 2.9 Permit Process – Integrate the design review process with other permitting processes to increase efficiency and create a better outcome.

33. Chapter 8 – DP 2.10 Business Entrance Orientation – Orient commercial building entrances and building facades toward the pedestrian sidewalks and pathways that lead to adjoining residential neighborhoods.
34. Chapter 8 – DP 2.11 Improvements Program – Facilitate improvements such as sidewalks, street improvements, street trees, sewers, and parks in neighborhoods and commercial areas designated for higher density development.
35. Chapter 8 – DP 2.12 Infill Development – Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.
36. Chapter 8 – DP 2.13 Parking Facilities Design – Minimize the impacts of surface parking on the neighborhood fabric by encouraging the use of structured parking with active commercial storefronts containing retail, service, or office uses, and improve the pedestrian experience in less intensive areas through the use of street trees, screen walls, and landscaping.
37. Chapter 8 – DP 2.14 Town Squares and Plazas – Require redevelopment areas and new development to provide appropriately scaled open space such as town squares, plazas, or other public or private spaces that can be used as the focus of commercial and civic buildings.
38. Chapter 8 – DP 2.15 Urban Trees and Landscape Areas – Maintain, improve, and increase the number of street trees and planted areas in the urban environment.
39. Chapter 8 – DP 2.16 On-Premises Advertising – Ensure that on-premises business signs are of a size, number, quality, and style to provide identification of the business they support while contributing a positive visual character to the community.
40. Chapter 8 – DP 2.21 Lighting – Maximize the potential for lighting to create the desired character in individual areas while controlling display, flood and direct lighting installations so as to not directly and unintentionally illuminate, or create glare visible from adjacent properties, residential zones or public right-of-way.
41. Chapter 8 – DP 5.1 Neighborhood Participation – Encourage resident participation in planning and development processes that will shape or re-shape the physical character of their neighborhood.
42. Chapter 8 – DP 5.2 Neighborhood Involvement in the City Design Review Process – Encourage neighborhoods to participate in the city's design review process.
43. Chapter 9 – NE 1.2 Stormwater Techniques – Encourage the use of innovative stormwater techniques that protect ground and surface water from contamination and pollution.
44. Chapter 9 – NE 2.3 Native Tree and Plant Protection – Preserve native vegetation in parks and other publicly owned lands in the design and construction of new public facilities.
45. Chapter 9 – NE 4.3 Impervious Surface Reduction – Continue efforts to reduce the rate of impervious surface expansion in the community.

46. Chapter 9 – NE 14.2 New Plaza Design – Develop plazas with native natural elements and formations, such as basalt, Missoula flood stones, stream patterns, river character, native trees, and plants that attract native birds.
47. Chapter 9 – NE 15.5 Nature Themes – Identify and use nature themes in large scale public and private landscape projects that reflect the natural character of the Spokane region.
48. Chapter 10 – SH 3.1 Support for the Arts – Encourage public and private participation in and support of arts and cultural events in recognition of their contribution to the physical, mental, social, and economic wellbeing of the community.
49. Chapter 10 – SH 3.2 Neighborhood Arts Presence – Provide the regulatory flexibility necessary to support and encourage an arts presence at the neighborhood level.
50. Chapter 10 – SH 3.7 Support Local Artists – Solicit local artists to design or produce functional and decorative elements for the public realm, whenever possible.
51. Chapter 10 – SH 4.1 Universal Accessibility – Ensure that neighborhood facilities and programs are universally accessible.
52. Chapter 10 – SH 6.1 Crime Prevention Through Environmental Design Themes – Include the themes commonly associated with Crime Prevention Through Environmental Design (CPTED) in the normal review process for development proposals.
53. Chapter 10 – SH 6.2 Natural Access Control – Use design elements to define space physically or symbolically to control access to property.
54. Chapter 10 – SH 6.3 Natural Surveillance – Design activities and spaces so that users of the space are visible rather than concealed.
55. Chapter 10 – SH 6.4 Territorial Reinforcement – Employ certain elements to convey a sense of arrival and ownership and guide the public through clearly delineated public, semi-public, and private spaces.
56. Chapter 10 – SH 6.5 Project Design Review – Include the crime prevention principles of CPTED in any analysis of projects that come before the Design Review Board.

B. Amendments to Title 17, Unified Development Code, are subject to review and recommendation by the Plan Commission.

C. On March 1, 2022 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.

D. A State Environmental Protection Act (SEPA) Nonproject Determination of Nonsignificance was issued by the City of Spokane on March 28, 2022 and a 14-day

comment period commenced March 28, 2022 through April 11, 2022. No comments were received during the comment period.

E. The proposed text amendment was processed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.

F. A legal notice of public hearing was published in the *Spokesman-Review* on March 30 and April 6, 2022.

G. The Plan Commission held a public hearing on April 13, 2022 to obtain public input on the proposed amendments, if any.

CONCLUSIONS:

1. The Plan Commission has reviewed all public testimony received during the public hearing.

2. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the Comprehensive Plan and that the proposed amendment bears a substantial relation to the public health, safety, welfare, and protection of the environment.

RECOMMENDATION:

In the matter of the amendment to the Unified Development Code proposed by the New Design Guidelines Project, by a vote of 8 to 0, the Plan Commission recommends to the Spokane City Council the approval of the proposed amendments to the Spokane Municipal Code and adopt design guidelines for Public Projects and Structures, Skywalks, and Citywide as proposed by the New Design Guidelines Project. The proposed amendments would repeal SMC Sections 12.02.0450, 12.02.0425.C, 12.02.0460, 12.02.0462, 12.02.0464.A, and 12.02.0474; amend SMC Sections 17G.040.020, 12.02.0405.C, 12.02.0410.B(2), 12.02.0424, 12.02.0470, 12.02.0476, 08.02.0665, 17G.030.020, 17G.060.070, and 17G.060.170; and add SMC Chapter 17C.255 containing Sections 17C.255.010, 17C.255.015, 17C.255.500, 17C.255.510, 17C.255.515, 17C.255.520, 17C.255.525, and 17C.255.530.

Gregory F Francis
Gregory F Francis (Apr 14, 2022 19:15 PDT)

Greg Francis, Vice-President
Spokane Plan Commission

Apr 14, 2022

2022-04-13_PC Findings and Conclusions

Final Audit Report 2022-04-15

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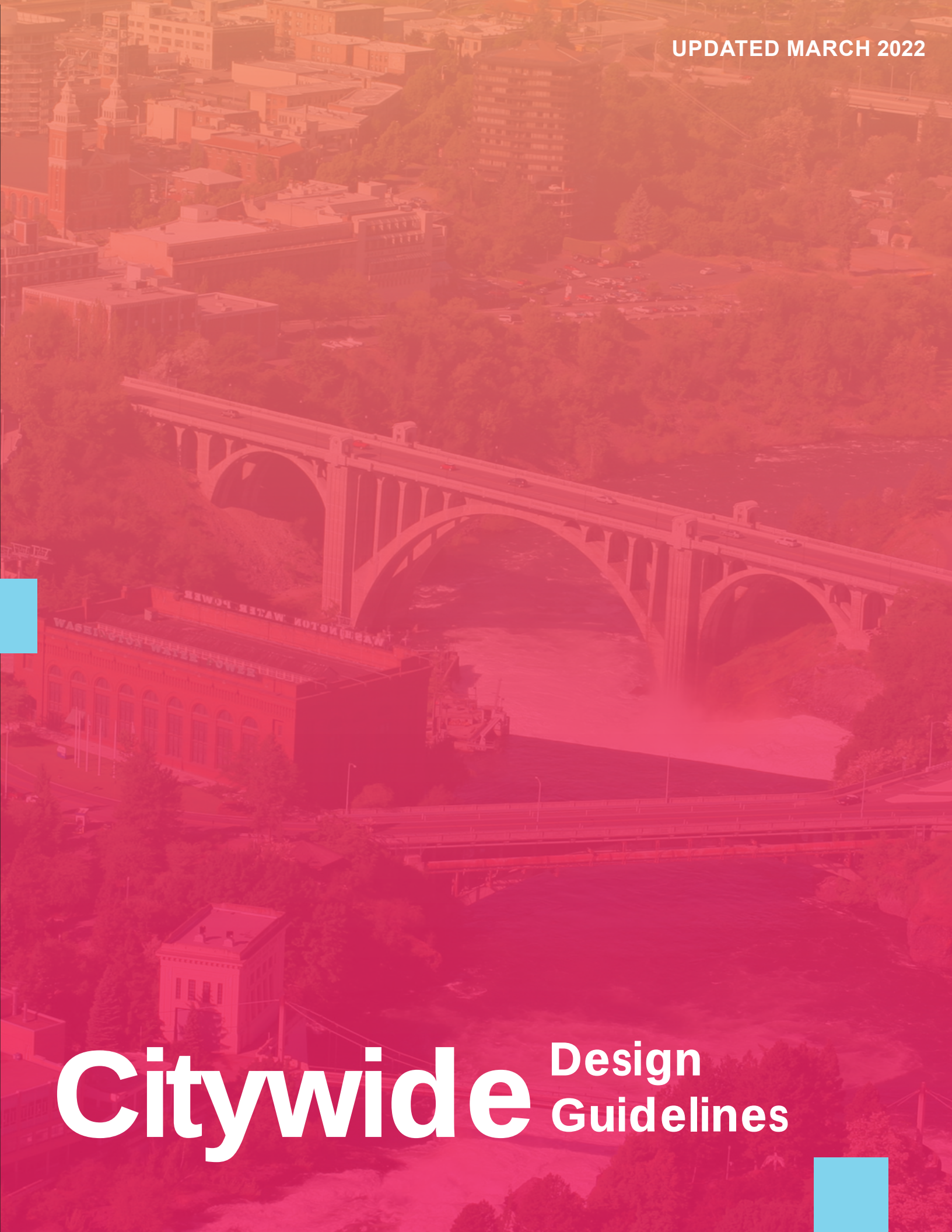

Citywide Design Guidelines

Publication Page & Date

The the City of Spokane Design Guidelines for Skywalks were developed in collaboration with residents, community organizations, agency partners, and the City of Spokane.

The City of Spokane hired Urbsworks, an urban design firm out of Portland, to assist with Phase I of the project: initial research, workshops, and findings. City staff used the information presented by Urbsworks to complete Phase II: writing the guidelines and presenting them to the technical team, stakeholders, and the general public before bringing the guidelines to City Council for approval.

Design Review Board

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Civil Engineer
Chuck Horgan, Vice-Chair
Spokane Arts Commission Liason
Grant Keller
Real Estate Developer
Bob Scarfo
Landscape Architect
Kathy Lang
Community Assembly Liason
Ryan Broadwater
Citizen-at-Large
Chad Schmidt
Urban Designer
Drew Kleman
Architect

Former Members:
Anne Hanenburg
Landscape Architect
Ted Teske
Citizen-at-Large

CITY OF SPOKANE

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***Betsy Wilkerson**, Council Member*
***Michael Cathcart**, Council Member*
***Zack Zappone**, Council Member*
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Senior Engineer, Engineering Services

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Project background, explanation, purpose

Guideline vs. Standard
What is a Design Guideline?

Design Guidelines: A set of design parameters for development which apply within a design district, sub-district, or overlay zone.

The guidelines are adopted public statements of intent and are used to evaluate the acceptability of a project's design. (Spokane Municipal Code 17A.020.040.L)

In practice, since design review is an advisory process only, the adopted Design Guidelines help guide conversations that Urban Design staff and the Design Review Board have with a design review applicant.

… Ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan. (Spokane Municipal Code 04.13.015.B)

The guidelines help ensure that these conversations, and the advice rendered, stays focused on the community's set of aesthetic expectations for the public realm elements of a project or plan.

How is this different than a Design Standard?

Design Standard: an obligatory design requirement for any project.

These standards are not advisory, they must be followed – just like the requirements in the building code, fire code, or electrical code.

The design review process cannot waive compliance with these standards.

While Design Standards and Design Guidelines are similar in that they are both about a project's design, they differ mostly in that the standards are mandatory obligations applied to that project – while guidelines are a list of relevant subjects, and examples, intended to improve the design of any project subject to design review.

The standards were adopted to ensure that all development in the city achieve a minimum quality of design.

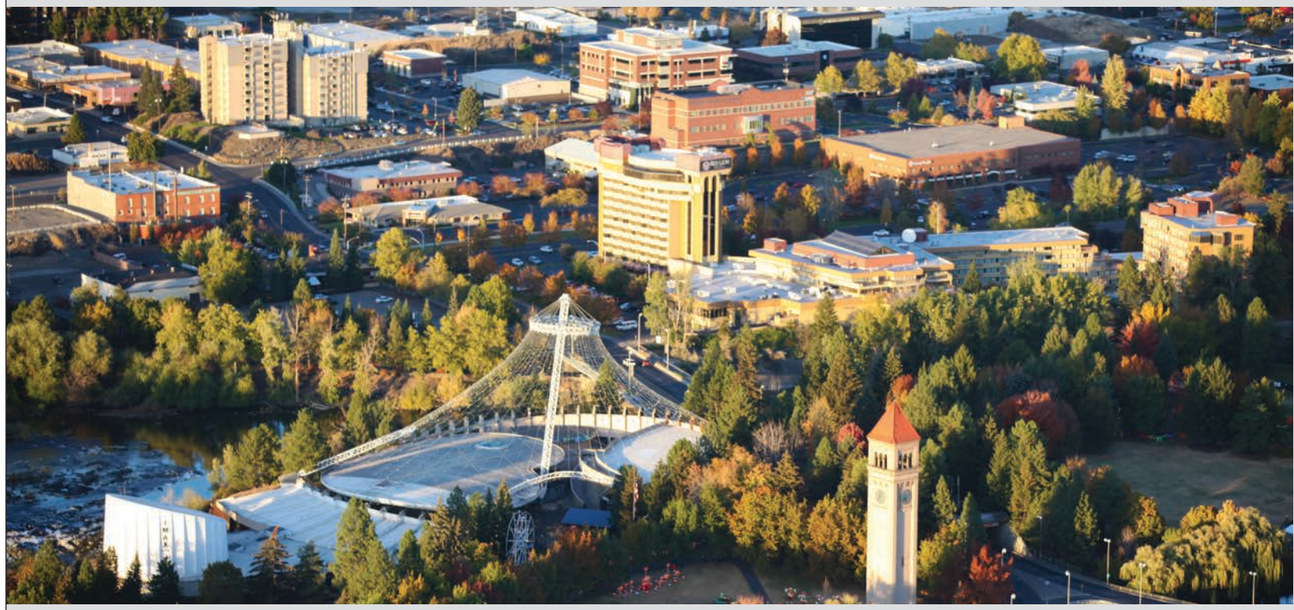
The guidelines are used in order to improve the quality of design above bare minimums, for a select set of projects. Those projects have already been identified by the community for special consideration.

Citywide Design Guidelines

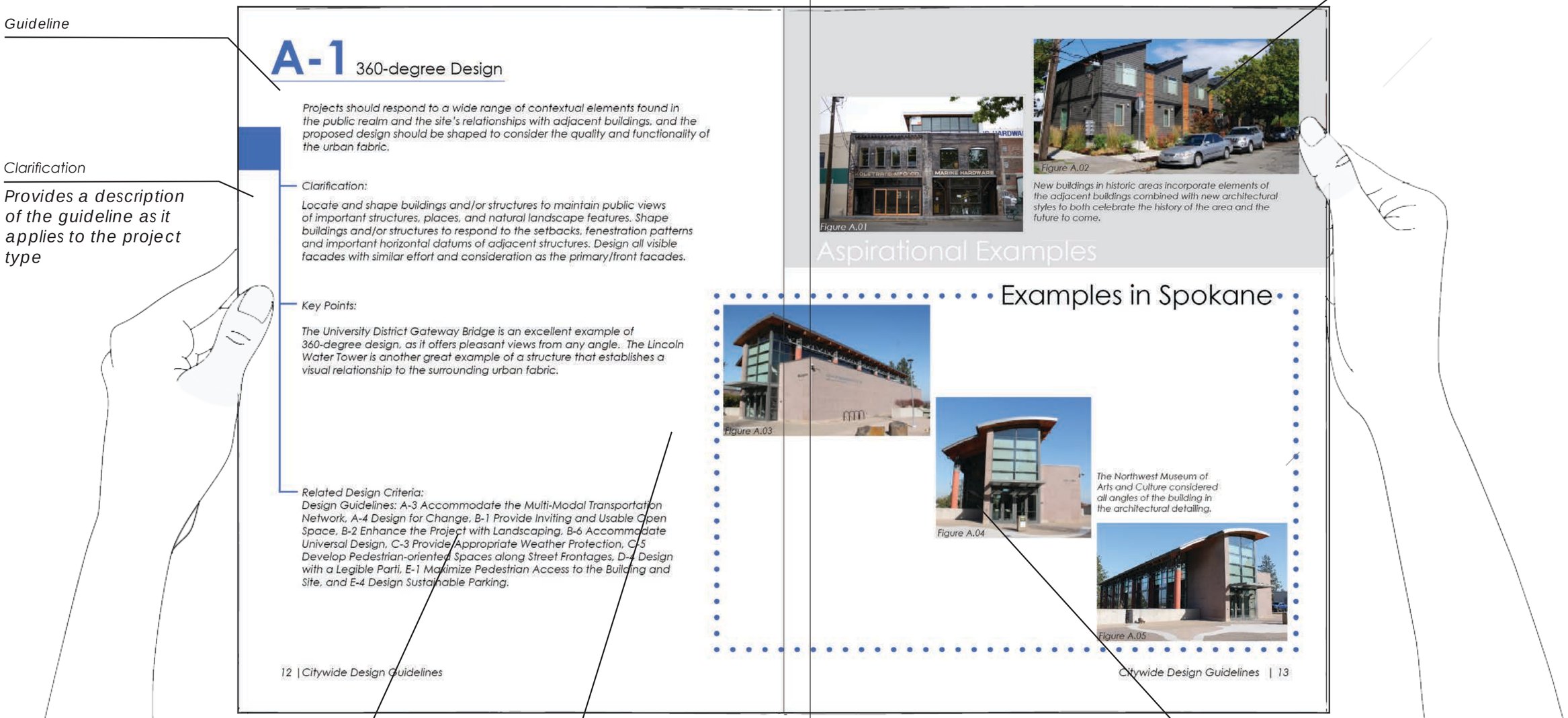
This is not a type of project or development, but may be best described as a set of urban design Best Management Practices. The reason these are necessary relates back to why we have design guidelines in the first place – in order to facilitate effective conversations about a project or plans design elements in order to meet the community's aesthetic expectations.

When would such guidelines be used?

- *When Urban Design staff or the Design Review Board are asked to provide advice on a Plan (not connected to a development proposal).*
- *When Urban Design staff or the Design Review Board are tasked with evaluating a Design Departure (to determine whether an alternative design proposal is superior in design and may qualify for a departure).*
- *When Urban Design staff or the design Review Board are asked to provide advice in unique projects that have no adopted design guidelines.*



How to use this booklet



Guideline

Clarification

Provides a description of the guideline as it applies to the project type

Images

Visuals to reinforce the explanatory text

Related Design Criteria

Other project type guidelines and design criteria associated with this guideline

Key Points

Examples from project types demonstrating compliance with the guideline

Aspirational Examples

Images of exemplary urban design from national and international locales

Guidelines

- **A** URBAN DESIGN
- **B** PUBLIC AMENITIES
- **C** PEDESTRIAN ENVIRONMENT
- **D** ARCHITECTURAL EXPRESSION
- **E** ACCESS & SCREENING

A URBAN DESIGN

Area of Influence: Region, City, Neighborhood, District

Design Objective

Urban Design guidelines assist designers and developers in recognizing and respecting physical systems that extend beyond the site so projects can respond to regional, municipal, neighborhood, and district patterns in space and time. Any new intervention should extend, mend, connect, or enhance the context through all aspects of the project, big and small—from public amenities to site design to the street-path network serving all modes of transportation, natural systems (e.g., natural resources, stormwater flow, topography, land forms), or historic settlement patterns.

A-1 360-degree Design

Projects should respond to a wide range of contextual elements found in the public realm and the site's relationships with adjacent buildings, and the proposed design should be shaped to consider the quality and functionality of the urban fabric.

Clarification:

Locate and shape buildings and/or structures to maintain public views of important structures, places, and natural landscape features. Shape buildings and/or structures to respond to the setbacks, fenestration patterns and important horizontal datums of adjacent structures. Design all visible façades with similar effort and consideration as the primary/front façades.

Key Points:

The University District Gateway Bridge is an excellent example of 360-degree design, as it offers pleasant views from any angle. The Lincoln Water Tower is another great example of a structure that establishes a visual relationship to the surrounding urban fabric.

Related Design Criteria:

Design Guidelines: B-1: Provide Elements that Define the Place, B-2: Provide Context Sensitive Signage and Lighting, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-6: Enhance Alleyways, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-3: Maintain the Prevailing Street Edge, D-5: Enhance the Skyline, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure A.01

Figure A.02

New buildings in historic areas incorporate elements of the adjacent buildings combined with new architectural styles to both celebrate the history of the area and the future to come.

Aspirational Examples

Examples in Spokane

Figure A.03

Figure A.04

The Northwest Museum of Arts and Culture considered all angles of the building in the architectural detailing.

Figure A.05

A-2 Provide a Sustainable Framework

Design projects to incorporate sustainable design and energy efficiency principles.

Clarification:

Projects should be designed to meet the City's environmental policies by enhancing the urban forest canopy - to reduce urban heat island effects and reduce stormwater runoff, and improve the utilization of renewable energy resources - like hydropower and solar power.

Promote resilient development by choosing sustainable design and building practices whenever possible. Employ passive solar design in façade configurations, treatments and materials. Employ techniques and technologies to improve the ecological performance of the building, structure and site improvements.

Key Points:

Developments should refer to policies contained within the city's Sustainability Action Plan. The Integrated Science and Engineering building on the Gonzaga University campus (see figure A.08) is an exellent example of reducing the ecological footprint. The Carnegie Library on Monroe Street (see figure A.09) is a wonderful example of reusing/ repurposing an existing structure. The Hive on Sprague Avenue (see figure A.10) incorporates the recycling of storwater runoff.

Related Design Criteria:

Design Guidelines: A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-4: Universal Design, E-1: Maximize Pedestrian Access to the Building and Site, E-4: Design Sustainable Parking

Figure A.06

The Scottish Parliament Building in Edinburgh, Scotland was built on a brownfields site, incorporates public transit, and was built to require less heating and cooling than conventional structures.

Lurie Garden in downtown Chicago's Millennium Park is in fact a green roof over a parking garage. The ability to lower urban temperatures, capture rainwater, and the use of perennial plantings all make Lurie Garden an exceptional example of sustainability.

Figure A.07

Aspirational Examples

Examples in Spokane

Figure A.08

Solar panels, rain gardens to capture surface runoff, and the re-use of old buildings are all great ways to conserve natural resources.

Figure A.09

Figure A.10

A-3 Accomodate the Multi-modal Transportation Network

Design projects to create livable and memorable places within desirable environments where people want to spend time engaging in social, civic, and recreational activities.

Clarification:

'Multi-modal' includes all forms of transportation (walking, biking, transit riding, and driving) without exclusion. Projects that encourage connections with a variety of transit modes and enhance their immediate environment with amenities are highly encouraged. 'Multi-modal' includes all forms of transportation (walking, biking, transit riding, and driving) without exclusion.

Key Points:

The SCC Adult Continuing Education Center at 2310 North Monroe (see figure A.12) incorporates easy access to mass transit while providing expanded access to the bicycle network. It also hosts a neighborhood farmers market in its parking lot, easily accessed by these alternative modes of transportation.

Related Design Criteria:

Design Guidelines: A-2: Provide a Sustainable Framework, A-4: Design for Change, B-3: Design for Personal Safety and Security, B-4: Universal Design, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-4: Design Sustainable Parking

Figure A.11

Transit hubs incorporate all modes: vehicle, rail, bus, bike and pedestrian users.

Aspirational Examples

Examples in Spokane

Figure A.12

This bus stop in the Emerson Gar ield neighborhood is part of the transportation network, and delivers riders directly to the neighborhood farmers market during the summer.

A-4 Design for Change

Design projects to be flexible enough to respond to future changes in use, lifestyle, and demography.

Clarification:

This means designing for energy and resource efficiency; creating flexibility in the use of a property via generous ground floor height dimensions and a capacity to access the public realm at multiple points along the property's frontage, encouraging new approaches to transportation, traffic management and parking through the way public spaces and service infrastructure are incorporated into a project's design.

Key Points:

The Spokesman Review's newspaper press building (see figure A.17) was designed in such a way that multiple ground floor tenants could face the street, as is evidenced by the Dry Fly Distillery's ability to use the building. The Carnegie Library on Monroe Street now hosts multiple office tenants.

Related Design Criteria:

Design Guidelines: A-2: Provide a Sustainable Framework, A-3: Accomodate the Multi-modal Transportation Network, B-4: Universal Design, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, D-4: Design with a Legible Parti, E-1: Maximize Pedestrian Access to the Building and Site, E-4: Design Sustainable Parking

Aspirational Examples

Figure A.12

Tanner Springs Park in Portland, Oregon emulates the original wetlands that existed before the city was built. It collects and purifies rainwater and provides a habitat for urban wildlife.

Figure A.13

Figure A.14

The Promenade Plantee in Paris is a 2.9 mile long park and walkway created from a defunct elevated rail line. Shops and businesses occupy the space beneath the park, which used to be empty arches.

Examples in Spokane

Figure A.15

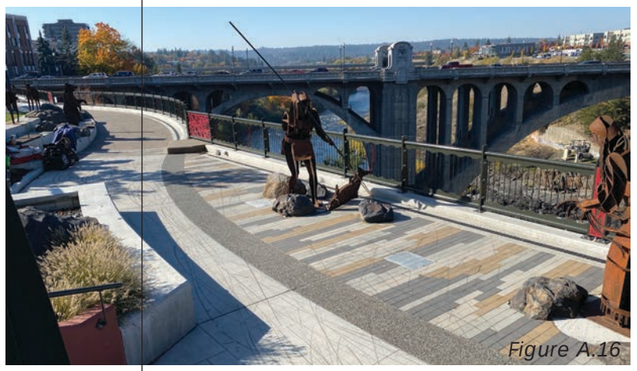


Figure A.16

Figure A.17

Originally built to house the Spokesman Review's expanded print operation, this building has been refurbished as a local distillery.

B PUBLIC AMENITIES

Area of Influence: Public Realm

Design Objective

Public Amenity guidelines assist designers and developers in creating projects that enhance the public realm; including streetscapes and open spaces.

B-1 Provide Elements that Define the Place

Provide special elements on the façades, within public open spaces, or on the sidewalk to create a distinct, attractive, and memorable 'sense of place' associated with the building/structure and site.

Clarification:

Renovations, restorations, and additions should respect nearby historic features. New buildings and/or structures in historic districts should strive to reflect the existing urban fabric and the predominate architectural features within the surrounding context.

Key Points:

The façade of the Philanthropy Building on Riverside Avenue incorporates local elements such as sheaves of wheat, ponderosa pine boughs, and Native American busts with headdresses as column capitals that appear to reference the indigenous Spokani peoples.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-2: Provide Context Sensitive Signage and Lighting, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-2: Reinforce Primary Building Entries, C-4: Provide a High-Quality Design for the Public Realm, D-4: Design with a Legible Parti D-5: Enhance the Skyline

Figure B.01

Figure B.02

Figure B.03

A water fountain in Reims, France, a metal face sculpture in Canterbury England, and a fun bench with sculture in Heidelburg Germany all give these spaces character.

Aspirational Examples

Examples in Spokane

Park structures built out of basalt (from the original Olmstead Brothers Parks) are unique to Spokane's history and culture.

reflective statues bring character and interest to the uiversity district.

Figure B.04

Figure B.05

B-2 Provide Context Sensitive Signage and Lighting

Design signage appropriate for the scale and character of the project and immediate neighborhood.

Clarification:

All signs should be oriented to pedestrians and/or persons in vehicles on streets within the immediate neighborhood. Provide appropriate levels of lighting on the building façade, on the underside of overhead weather protection, on and around street furniture, in merchandising display windows, in landscaped areas, and on signage.

Key Points:

The businesses located in the Garland District, with their subdued use of neon and quaint architectural detailing provide an ideal mix of contextually sensitive signage and lighting.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-1: Provide Elements that Define the Place, B-3: Design for Personal Safety and Security, B-4: Universal Design, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-6: Enhance Alleyways, D-5: Enhance the Skyline, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

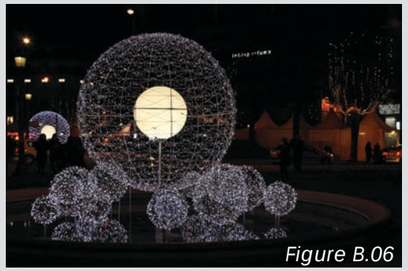


Figure B.06

Artistic light displays offer a beautiful as well as safe pedestrian experience at night.

Figure B.07

Figure B.08

Signage in a park in London, England matches the other wrought iron fixtures throughout the park.

Aspirational Examples

Examples in Spokane

Figure B.09

Left: bright yellow letters announce the entrances to Riverfront Park in downtown Spokane.

Outside the Looff Carousel in Riverfront Park, Path lighting helps pedestrians avoid the edge of the path, and falling onto the Spokane River.

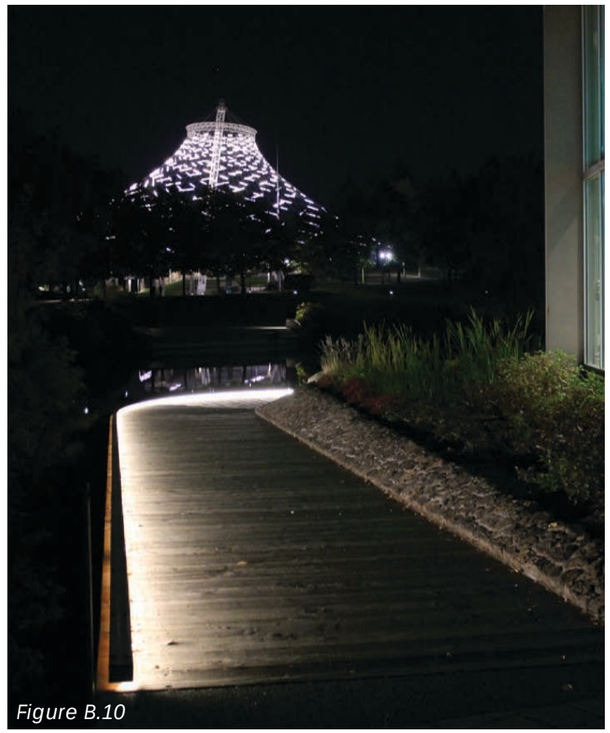


Figure B.10

B-3 Design for Personal Safety and Security

Promote a sense of security for people during nighttime hours. Design the building/structure and site to promote the feeling of personal safety and security in the immediate area.

Clarification:

Implement appropriate Crime Prevention Through Environmental Design (CPTED) principals, with a heightened focus on increasing eyes-on-the-street to improve passive security.

Key Points:

The four elements of CPTED are natural surveillance, access control, territorial reinforcement, and space management. Public areas on the Gonzaga University Campus are designed specifically for the personal safety of students, staff, and faculty. These spaces are well lit, well defined, easily viewed by all patrons, and minimize hiding opportunities.

Related Design Criteria:

Design Guidelines: A-3: Accomodate the Multi-modal Transportation Network, B-2: Provide Context Sensitive Signage and Lighting, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping,C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, C-6: Enhance Alleyways, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages

Figure B.11

Figure B.12

Figure B.13

Plentiful and attractive lighting, stone bollards, and striping of pedestrian crossing offer pedestrians a means of safe travel.

Aspirational Examples

Examples in Spokane

Figure B.15

Above: Well marked street crossings, hand rails, and textured edge markings ensure bus users at this transit stop are safe when approaching their bus.

Figure B.14

Left: fencing on the university district bridge prevents users from falling.

B-4 Universal Design

The Public Realm should be barrier-free, ergonomic, and accessible by all people regardless of physical ability or level of impairment.

Clarification:

Projects shall be safe and accessible and contribute to a better public realm for people of all ages, genders, and abilities, especially the most vulnerable - children, seniors, and people with disabilities.

Key Points:

Spokane Falls Community College with its ample pedestrian boulevard and intersecting landscaped quads provides an excellent example of a space designed to accommodate the broadest demographic of patrons with varying degrees of ability.

Related Design Criteria:

Design Guidelines: A-2: Provide a Sustainable Framework, A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-5: Provide Inviting and Usable Open Space, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, C-6: Enhance Alleyways, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages

Figure B.16

Figure B.17

Figure B.18

These public areas all provide easy movement for every age and mobility level.

Aspirational Examples

Examples in Spokane

Figure B.20

The university district bridge has gently sloping access ramps to allow people of all mobility levels to use the bridge. The Catalyst building entrance is at-grade, therefor eliminating the need for stairs or ramps.

Figure B.19

B-5 Provide Inviting and Usable Open Space

Design public open spaces to promote a visually pleasing, healthy, safe, and active environment for workers, residents, and visitors.

Clarification:

Views and solar access from the principal area of the open space should be emphasized.

Key Points:

The Washington State University Spokane Campus (see figures B.23 and B.24) has several well-composed outdoor areas for its students, staff, and faculty in which to work and enjoy. These spaces are well-lit, beautifully landscaped, and have ample seating.

Related Design Criteria:

Design Guidelines: B-1: Provide Elements that Define the Place, B-3: Design for Personal Safety and Security, B-6: Enhance the Building and Site with Landscaping, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, C-6: Enhance Alleyways, D-3: Maintain the Prevailing Street Edge, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages

Aspirational Examples

Figure B.21

The shoreline of Lake Geneva in Vevey, Switzerland separates vehicular traffic from pedestrian spaces with a series of linear raised planter beds.

The Promenade Plantee in Paris is a 2.9 mile long park and walkway created from a defunct elevated rail line. Shops and businesses occupy the space beneath the park.

Figure B.22

Examples in Spokane

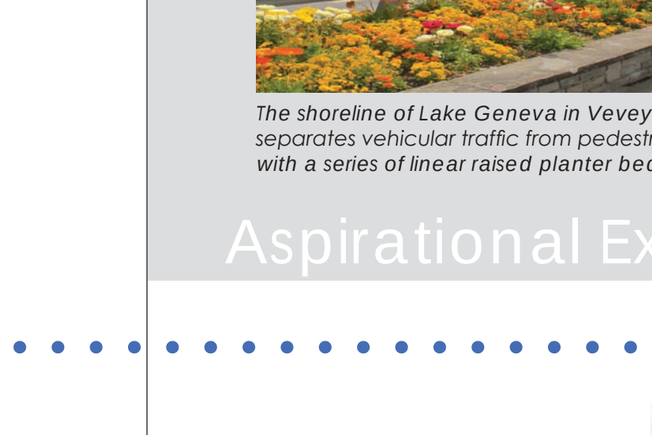


Figure B.23

Figure B.24

These areas in the university district are quiet, beautiful spaces to relax, eat, and study.

B-6 Enhance the Project with Landscaping

Enhance the building/structure and site with generous landscaping which includes special pavements, trellises, screen walls, planters, and site furniture, as well as living plant material.

Clarification:

This guideline encourages the inclusion of elements such as special pavements, trellises, screen walls, planters, and site furniture, as well as living plant material. The use of native and naturalized plants helps to ensure the landscape survives through harsh weather, while also providing the space with a connection to the regional landscape.

Key Points:

An otherwise plain gray wall and staircase are softened by plantings in this courtyard on the Washington State University Spokane Campus (see figure B.27). A mix of evergreens, deciduous shrubs, and grasses provide rich variety and texture.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-1: Provide Elements that Define the Place, B-3: Design for Personal Safety and Security, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, C-6: Enhance Alleyways, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-3: Maintain the Prevailing Street Edge D-4: Design with a Legible Parti, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas, E-4: Design Sustainable Parking

Figure B.25

Figure B.26

Left: This street in Portland, Oregon, uses trees, lawn, and flowering shrubs to soften the streetscape.

Right: This fence and planter in London, England combines greenspace with a buffer between the sidewalk and drive aisle.

Aspirational Examples

Examples in Spokane

Figure B.27

Figure B.28

The landscaped terraces along the road in Manito Park provide visual interest and beauty.

A serene courtyard in the university district provides a calm and beautiful place to relax or study.

C PEDESTRIAN ENVIRONMENT

Area of Influence: Public Realm

Design Objective

Pedestrian Environment guidelines assist designers and developers in creating skywalks that define the pedestrian environment.

The intent of the guidelines is to promote a safe and healthy environment where the pedestrian is the priority.

While there is a need for automobile, bicycle and transit in Spokane, in all cases the most important consideration is the ease of pedestrian movement.

Where intersections with other transportation modes occur, the pedestrian's comfort, safety and best interests must not be compromised.

The pedestrian should be unimpeded and relatively comfortable in all seasons and hours of the day, in all areas of Spokane.

C-1 Design Façades at Many Scales

Design architectural features, fenestration patterns, and material compositions that refer to the human activities contained within or surrounding the building/structure.

Clarification:

Building or structure façades should be composed of elements scaled to promote pedestrian comfort, safety, and orientation. A building's or structure's façade should create and reinforce a 'human scale' not only at the street level, but also as viewed from farther away.

Key Points:

The front façade of the John J. Hemmingson Center on the Gonzaga University campus (see figure C.05) uses a composition of shapes that establish relationships between the interior uses and the exterior expression. This composition emphasizes a human-scaled primary entrance at its most public interface. A similar, larger scale composition is emulated in the more private building functions.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, C-2: Reinforce Primary Building Entries, C-4: Provide a High-Quality Design for the Public Realm, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-5: Enhance the Skyline

Figure C.01

Figure C.02

Figure C.03

These buildings do an excellent job of providing pedestrian scaled architectural elements as well as larger-scaled elements further up the façade.

Aspirational Examples

Examples in Spokane

Figure C.04

Figure C.05

Left: the façade modulation and differing textures of Salk Middle School provide great variation in scale.

Right: the canopy over the door and how the entrance is stepped back provide pedestrian scale, while the upper floor projection provides higher level scaling.

C-2 Reinforce Primary Building Entries

Design primary building or structure entries to promote pedestrian comfort, safety, and orientation.

Clarification:

This guideline refers to the incorporation of hierarchical components to improve the legibility of the public realm by emphasizing the primary entrance to a building or open space. Such components may include wayfinding signage, unique architectural features, overhead weather protection, unique landscape features, and key lighting.

Key Points:

The primary building entry at the Thirteen-o-Nine building (see figure C.09) is well enforced by wayfinding signage, arcade articulation, and public realm enhancements such as landscaping and sidewalk improvements.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-4: Universal Design B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, E-1: Maximize Pedestrian Access to the Building and Site

Figure C.06

Figure C.07

Ornate canopies and sculptures at entrances are two of many ways to announce the entrances of buildings.

Aspirational Examples

Examples in Spokane

Figure C.08

Both these buildings use a projecting canopy as an entrance reinforcement.

Figure C.09

C-3 Develop Pedestrian-oriented Spaces Along Street Frontages

Designs should create human-scale spaces in response to how people engage with their surroundings, by prioritizing active street frontages, clear paths of pedestrian travel, legible wayfinding, and enhanced connectivity.

Clarification:

This strategy promotes healthy living, increases economic activity at the street level, enables social interaction, creates equitable and accessible public spaces, and improves public safety by putting eyes and feet on the street.

Key Points:

A key component of a pedestrian-oriented space is the provision of all-weather physical comfort. This can be achieved through the strategic placement and selection of street trees, overhead weather protection, and the provision of hardscaped and softscaped surfaces to accommodate a variety of social activities.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-2: Reinforce Primary Building Entries, C-4: Provide a High-Quality Design for the Public Realm, D-1: Create Transitions in Bulk and Scale, D-3: Maintain the Prevailing Street Edge, -1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure C.10

Figure C.11

Figure C.12

Streetscapes in Switzerland, France, and Chicago all provide excellent separation of vehicle and pedestrian spaces along street frontages.

Aspirational Examples

Examples in Spokane

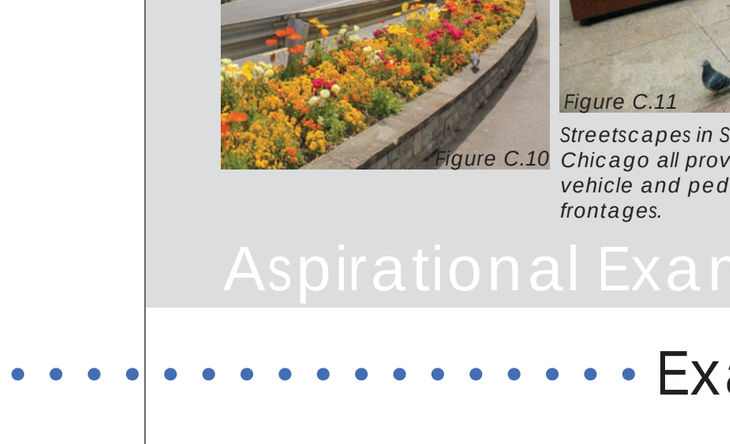


Figure C.13

Figure C.14

Left: the transit hub outside the Catalyst building provides a comfortable space to wait for buses and provides universal access up to the university district pedestrian bridge.

Right: pathway on Desmet Avenue on the Gonzaga University campus uses street trees to separate the drive aisle and parking from the sidewalk.

C-4 Provide High Quality Walkable Design for the Public Realm

Create a high-quality public realm that supports the culture of walking and non-motorized transportation.

Clarification:

Design the site and building or structure so that pedestrian access is convenient, and the environment is comfortable, memorable, and attractive. Use materials at street level that create a sense of permanence and bring life and warmth to the Public Realm. Streets, alleys, trails, and public spaces work together to provide opportunities for civic, cultural, economic, and social activities. This guideline would also apply to open space located within the public realm.

Key Points:

Provide accomodations for casual walking, ample opportunities for seating, design elements that woud moderate the effects of adverse weather, integrate landscape features, and provide appropriate lighting.

Related Design Criteria:

Design Guidelines: A-1 Provide a 360-degree Design, A-3 Accommodate the Multi-Modal Transportation Network, A-4 Design for Change, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-5: Provide Appropriate Weather Protection, D-1: Create Transitions in Bulk and Scale, D-3: Maintain the Prevailing Street Edge, D-5: Enhance the Skyline, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure C.15

Figure C.16

Figure C.17

Pedestrian areas in London, Portland Oregon, and Chicago Illinois provide excellent spaces to walk, relax, and recreate in the public realm.

Aspirational Examples

Examples in Spokane

Figure C.19

Pedestrian spaces in Spokane's hospital district offer wide walking paths, well-kept landscape areas, easy movement for wheeled pedestrians and integrated seating areas.

Figure C.18

C-5 Provide Appropriate Weather Protection

Provide a continuous, well-lit weather protection to improve pedestrian comfort and safety along pedestrian routes.

Clarification:

Such protection should address wind, sun, and precipitation throughout the year. This may be achieved through the use of overhead weather protection (marquees, awnings, arcades, etc.), generous inclusion of an urban forest canopy, heated sidewalks to avoid ice build-up, windbreaks (walls or landscape materials), etc.

Key Points:

The examples provided (see figures C.23-C.25) depict many of the ways of introducing approporate weather protection.

Related Design Criteria:

Design Guidelines: A-3: Accomodate the Multi-modal Transportation Network, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping,C-2: Reinforce Primary Building Entries, C-4: Provide a High-Quality Design for the Public Realm, E-1: Maximize Pedestrian Access to the Building and Site

Figure C.20

Figure C.21

Left: Dense plantings provide shelter from harsh wind in Chicago, Illinois.

Middle: a large canopy over a plaza in Portland, Oregon offers shelter from rain.

Right: a pedestrian retalil street is sheltered by a glass and steel canopy.

Figure C.22

Aspirational Examples

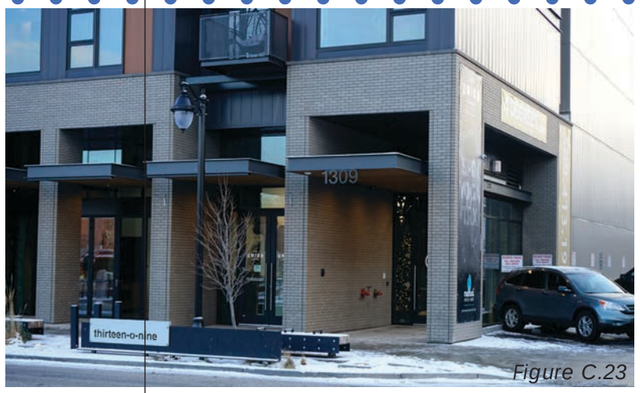


Figure C.23

Figure C.24

Examples in Spokane

Figure C.25

Top lef: the entrance to the Parkview Apartments building provides canopies along the street and a protected arcade to the front door.

Bottom left: the arcade around the Catalyst building shelters pedestrians and provides covered access down to adjacent trails.

Right: Large, well established street trees provide ample cover from harsh sun in Spokane's arid summers.

C-6 Enhance Alleyways

Increase pedestrian safety, comfort, and interest along alleyways.

Clarification:

Where alleys are adjacent to the site, develop the alleyway to respond to the unique conditions of the site or project. Consider uses that work synergistically with frontage sidewalks and more public spaces - alley improvements should not supplant or interfere with building frontages and primary entrances. Improvements should not interfere with the utilitarian functions of the alleyway.

Key Points:

Incorporate public art, lighting, specimen landscaping, and furniture that minimize encroachment within the alley space (e.g. murals, festoon lighting, potted plants, and mobile furniture).

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, E-1: Maximize Pedestrian Access to the Building and Site, E-3: Minimize the Presence of Service Areas

Figure C.26

Alleys in Brussels and London offer pedestrian-only access to great retail and eateries.

Figure C.27

Aspirational Examples

Examples in Spokane

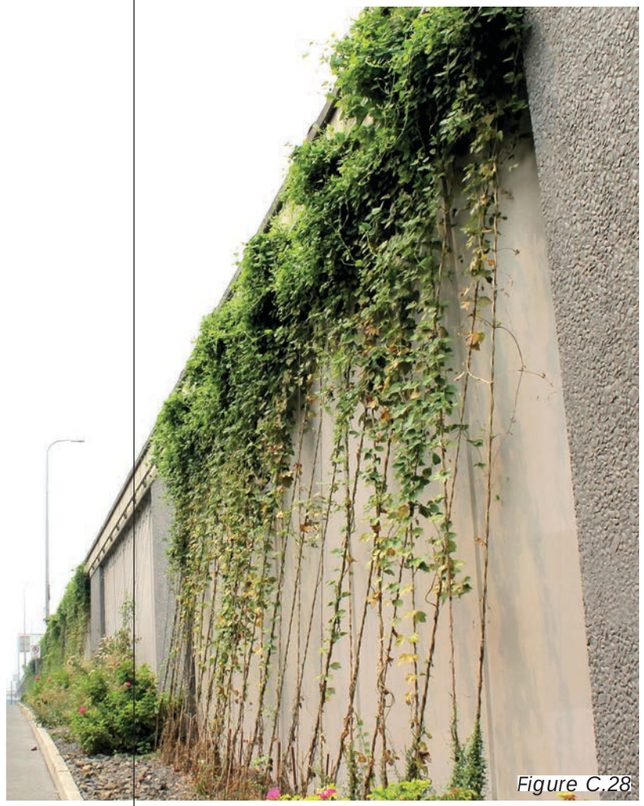


Figure C.28

Figure C.29

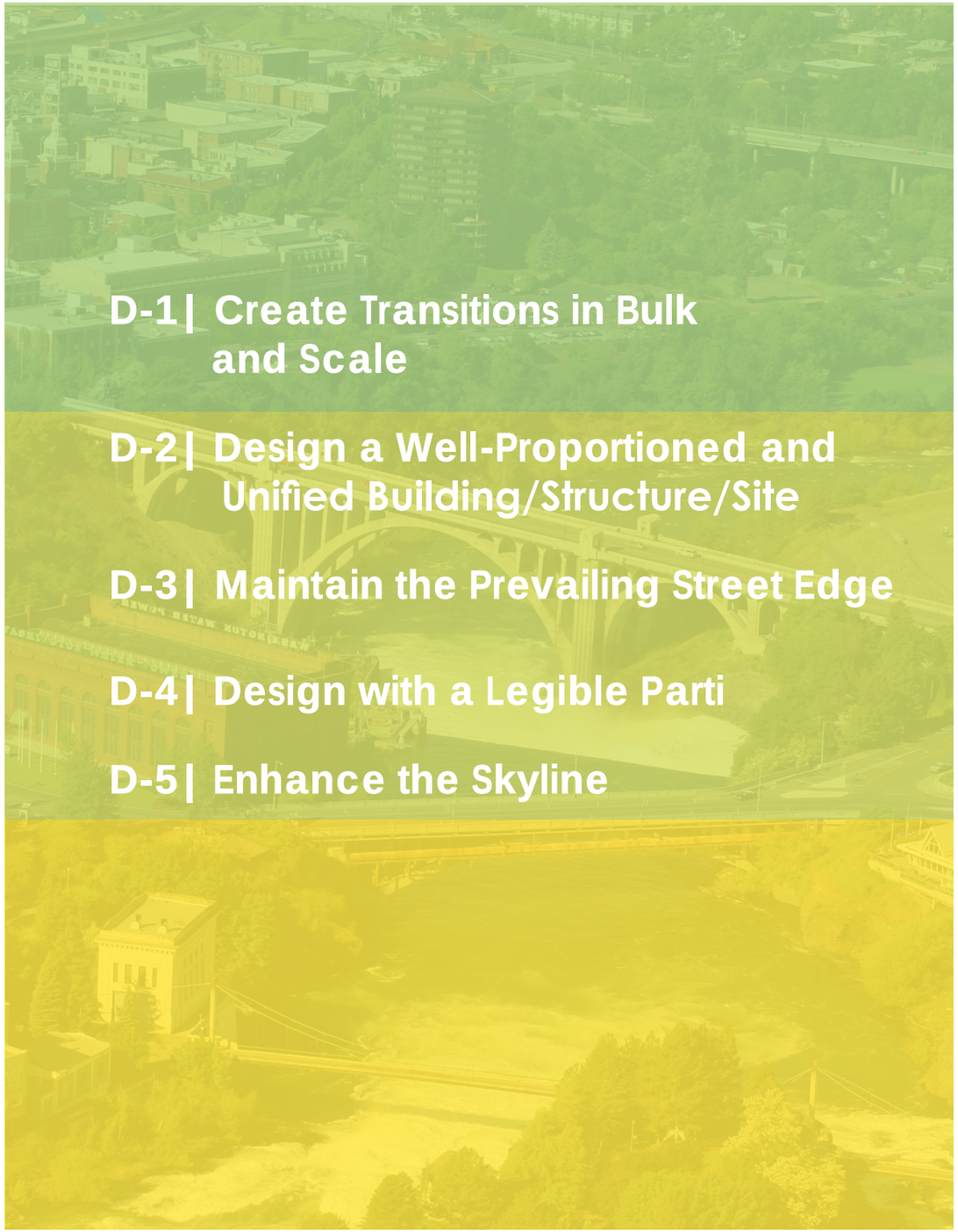
Plants soften the sharpness of buildings and are a great means to screen mechanical equipment.

D ARCHITECTURAL EXPRESSION

Area of Influence: Building, Structure, & Site

Design Objective

Architectural Expression guidelines assist designers and developers in creating skywalks that relate to the neighborhood context and promote quality development that reinforces the individuality, spirit, and values of Spokane. The guidelines are intended to promote architectural design that is complementary to Spokane's heritage and character. The following objectives and guidelines for Spokane primarily address the exterior of skywalks and their relationship to its architectural surroundings.



D-1 Create Transitions in Bulk and Scale

A building or structure's form should provide a transition in height, bulk, and scale of the overall development from neighboring or nearby areas with less intensive development.

Clarification:

This guideline refers to typical transitions found in the Spokane area, which are often demonstrated with building stepbacks, articulations of building planes and materials, and variable roof heights.

Key Points:

The Schade Building (see figure D.05) and the Liberty Park Branch Library (see figure D.04) offer excellent examples of appropriate transitions in bulk and scale.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-2: Reinforce Primary Building Entries , C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-3: Maintain the Prevailing Street Edge, D-5: Enhance the Skyline

Figure D.01

Figure D.02

Figure D.03

Left: a building in Frankfurt, Germany uses curvilinear glazing to reduce the structure's bulk.

Center: the undulating wall of Tanner Springs Park in Portland, Oregon creates a fun transition between the surrounding office builidngs and the sunken natural area.

Right: skyscrapers in Chicago, Illinois use step backs to reduce bulk.

Aspirational Examples

Examples in Spokane

Figure D.05

Above: Step backs and terraced portions in the Schade Building lessen the overall bulk and massing of this former brewery.

Left: The single story sloping roof line of the Liberty Park Branch Library, with the lowest portions of the structure facing the adjacent residential areas offers a smooth transition to the surrounding neighborhood.

Figure D.04

D-2 Design a Well-proportioned and Unified Building/Structure/Site

Compose the massing and organize the publicly accessible interior and exterior spaces to create a well-proportioned building/structure that exhibits a coherent conformance with the original parti.

Clarification:

Design the architectural elements and finish details to create a unified building/structure, so that all components appear integral to the whole.

Key Points:

The Catalyst Building (see figure D.10) uses its own strong architectural language to establish a unified composition (horizontal and vertical elements expressed both on the building façades and in the surrounding landscape), whereas the Liberty Park Branch Library (see figure D.09) adopts a spatial language from the surrounding park to build a unified composition. Both buildings are well-proportioned and approach composition from different perspectives.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-2: Reinforce Primary Building Entries , D-1: Create Transitions in Bulk and Scale, D-3: Maintain the Prevailing Street Edge, D-4: Design with a Legible Parti, D-5: Enhance the Skyline

Figure D.06

Figure D.07

These two buildings show the ability to achieve a well proportioned structure through very different means.

Figure D.08

This terraced hedge in Chicago softens the hardscape and brings balance to the space.

Aspirational Examples

Examples in Spokane

Figure D.10

Right: the Catalyst Building's strong horizontal alignments, tree placement, landscape features and paving patterns all work to create a well unified composition.

Figure D.09

Left: the Liberty Park Branch Library utilizes a contemporary architectural language and a subtle interplay of transparent and opaque building elements to integrate the building into the surrounding park, creating a unified composition.

D-3 Maintain the Prevailing Street Edge

Design new buildings/structures to help define and maintain the street edge.

Clarification:

Building/structure and site frontages should have active and direct engagement to the street to support pedestrian-oriented activity. Street edges help define public space and promote a continuity of urban fabric along with supporting a pedestrian-oriented experience.

Key Points:

The scale and harmony of architectural expressions along a block are key features that contribute to a public realm's ability to support vibrant pedestrian activity. Street edges are the "walls" that define the public room of every well-composed streetscape.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages

Figure D.11

Figure D.12

At the far end of the prevailing street edge concept, these European streets have an undeniable street edge to which al the buildings align.

Figure D.13

Aspirational Examples

Examples in Spokane

Figure D.14

The façade of Wilson Elementary School precisely aligns to the façade of the homes down the street.

D-4 Design with a Legible Parti

A good design has a central organizing thought or decision guiding the overall concept. This influencing precept can be depicted as a simple diagram and explanatory statement typically referred to as a parti.

Clarification:

Since the design of a site, public realm, and building/structure should have an organizational concept experienced through scale, proportion, enclosure, and compositional clarity. This parti should not be modified during the design evolution of a project, but should serve as a guide to resolve design issues throughout the maturation of the project.

Key Points:

The outdoor plaza at the WSU nursing building (see figure D.18) expresses all of the organizational ideas for the larger adjacent buildings. As such, the plaza is a good example of a constructed parti diagram.

Related Design Criteria:

Design Guidelines: A-4: Design for Change, B-1: Provide Elements that Define the Place, B-6: Enhance the Building and Site with Landscaping, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-5: Enhance the Skyline

Figure D.15

Figure D.16

Figure D.17

Chicago's "Cloud Gate" and Hard Rock Cafe along with the Pompidou Museum and plaza in Paris all give off clear messages as to their design concepts.

Aspirational Examples

Examples in Spokane

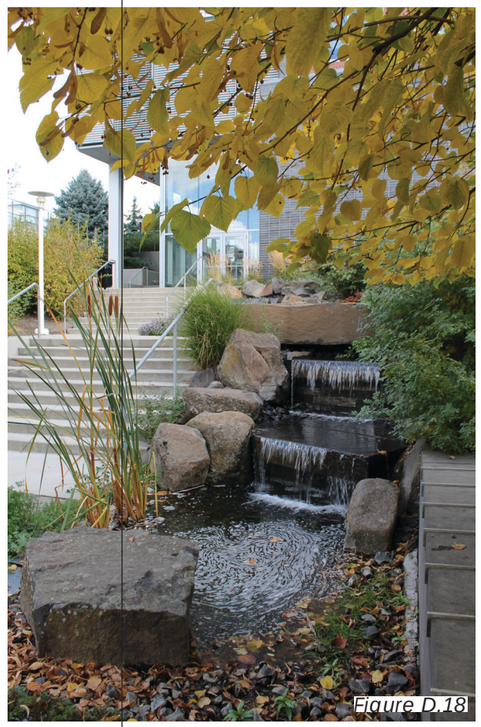


Figure D.18

Figure D.19

Left: this tucked-away courtyard in the university district strives to emulate the natural landscape of Spokane.

Right: the parti of this space is undoubtedly centered on a religous experience.

D-5 Enhance the Skyline

Design the upper portions of taller buildings to create visual interest and variety in the City, Neighborhood, and/or District skyline.

Clarification:

Respect noteworthy structures within the vicinity of a project site, in order to respond and contribute to the skyline of the surrounding built context. In this guideline, the term "skyline" is scalar in nature. That is, the larger city has a specific skyline defined by it's tallest structures. Neighborhoods, districts, and blocks also have unique skylines defined by their taller structures (which may not correspond with the tallest buildings in the surrounding city).

Key Points:

The Shadle Water Tower (see figure D.23) accentuates the surrounding commercial and institutional buildings by serving as a landmark feature that defines the neighborhood. The University Gateway Bridge (see figure D.24) enhances the skyline by contrasting the verticality of the arch with the horizontal nature of the railroad corridor.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-1: Provide Elements that Define the Place, B-2: Provide Context Sensitive Signage and Lighting, C-1: Design Façades at Many Scales, C-4: Provide a High-Quality Design for the Public Realm, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/ Structure/Site, D-4: Design with a Legible Parti

Figure D.20

Figure D.21

Figure D.22

Various notable skylines around the world: Singapore (Malaysia), New York City (USA), and Frankfurt (Germany).

Aspirational Examples

Examples in Spokane

Figure D.23

The iconic shape and colors of the Shadle Water Tower can be clearly seen from viewing points around the city.

Figure D.24

The arch of the university district pedestrian bridge contributes its sleek design to the Spokane skyline.

E ACCESS & SCREENING

Area of Influence: Building, Structure, & Site

Design Objective

Access and Visual Impact guidelines assist designers and developers in creating skywalks that minimize adverse environmental impacts.

E-1 Maximize Pedestrian Access to the Building and Site

Minimize adverse impacts of curb cuts and drive-aisles on the safety and comfort of pedestrians.

Clarification:

This guideline refers to potential impediments to the free flow of pedestrians onto a site from the public realm. Vehicle turn lanes, curb cuts, service areas, and blank walls can all dissuade pedestrians from being able to comfortably approach, or cross adjacent to, buildings and sites.

Key Points:

Both the Liberty Park Branch Library (see figure E.03) and the pedestrian walkways of the Gonzaga University campus quad (see figure E.04) demonstrate highly accessible pedestrian spaces. While these spaces can easily accommodate vehicular traffic (e.g. service vehicles), the movement of these vehicles is clearly subservient to the safety and free flow of pedestrian movement.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, A-2: Provide a Sustainable Framework, A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure E.01

Figure E.02

Figure E.03

Large entry plazas separated from vehicular travel, pedestrian-scale lighting, seating, and landscaping all ensure safe and comfortable access to these public buildings.
Top left and right: open spaces in Portland Oregon. Bottom right: Scottish Parliament Building in Ediburgh, Scotland

Aspirational Examples

Examples in Spokane

Figure E.03

Above: the Liberty Park Branch Library entrance seamlessly incorporates univeral pedestrian access. Paths are at such a gentle slope that handrails are not required.

Figure E.04

Left: wide pedestrian-only pathways provide students easy and safe routes to university buildings.

E-2 Minimize the Impact of Parking Facilities along Street Frontages

Minimize the visual impact of parking by designing parking facilities into the building/structure, e.g. below ground, behind veneer non-parking uses, or above the ground floor.

Clarification:

This guideline's use of the term "parking facilities" refers to both parking structures and surface parking lots. Incorporate contextual architectural treatments or suitable landscaping to enhance the safety and comfort of people using the facility as well as passersby.

Key Points:

The Department of Environmental Quality's surface parking lot (see figure E.10) is screened from the street with enhanced landscaping. Gonzaga University's Hamilton Street parking garage (see figure E.09) is screened from the street by the introduction of a veneer of institutional space (campus office space and bookstore). In both cases, the visual presence of a higher concentration of parked vehicles adjacent to the street is either eliminated or mitigated.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, A-3: Accomodate the Multi-modal Transportation Network, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space,B-6: Enhance the Building and Site with Landscaping, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, D-3: Maintain the Prevailing Street Edge, E-1: Maximize Pedestrian Access to the Building and Site

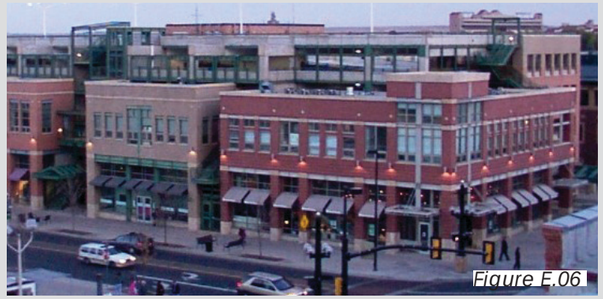


Figure E.06

Figure E.07

Figure E.08

Top left: the parking garage is set back from the street and behind retail shops so it takes up minimal street frontage.

Top right: Plantings and a decorative wall screen the surface parking lot.

Bottom right: plants and decorative screens help screen the parking garage from view.

Aspirational Examples

Examples in Spokane

Figure E.09

Figure E.10

Left: this parking garage on the Gonzaga University campus incorporates retail and screens to minimize the visual impact.

Right: plantings are used to create a visual buffer between the parking lot and the sidewalk.

E-3 Minimize the Presence of Service Areas

Screen service areas and mechanical equipment from the view of passersby.

Clarification:

Locate service areas for dumpsters, recycling facilities, loading docks and mechanical equipment away from street frontages where possible. Minimize adverse smells, sounds, views, and physical contact by keeping such service areas away from the public realm.

Key Points:

The loading dock at the Washington State University's nursing building (see figures E.13 and E.14) is screened from the adjacent plaza space by a concrete ventilation shaft and heavy landscaping.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-1: Provide Elements that Define the Place, B-6: Enhance the Building and Site with Landscaping, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-6: Enhance Alleyways, E-1: Maximize Pedestrian Access to the Building and Site

Figure E.11

While an enclosure or screen are common ways to hide service areas and mechanical equipment, planting trees and shrubs in front of those areas can be just as effective.

Figure E.12

Commissioning a local artist to paint a brick enclosure is a fantastic way to bring character to a space.

Aspirational Examples

Examples in Spokane

Figure E.13

A tall concrete service area accessed by large delivery trucks is tucked behind the spruce tree in this image.

The same service area as above, from a different angle

Figure E.14

E-4 Design Sustainable Parking

Design places for parking that mitigate automobile and impervious surface impacts to air, temperature, and water; and improve the City's visual and environmental quality.

Clarification:

This design guideline refers to all parking facilities (structures and surface lots). Consideration should be given to on-site stormwater infiltration/ retention (e.g. permeable pavement), surface treatments that moderate heat island effects, and provide opportunities for energy conservation/ generation (e.g. photovoltaic panels, electric vehicle charging stations).

Key Points:

The images associated with this guideline (see figures E.15-E.19) depict the broad range of ways this guideline can be implemented.

Related Design Criteria:

Design Guidelines: A-2: Provide a Sustainable Framework, A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-6: Enhance the Building and Site with Landscaping,

Figure E.15

Figure E.16

Solar panels built into shade structures, charging for electric vehicles, rain gardens to capture surface runoff, and permeable paving are all excellent ways to fascilitate sustainable parking.

Figure E.17

Aspirational Examples

Examples in Spokane

Figure E.18

Landscape swales designed to capture surface runoff from the adacent parking lot.

Figure E.19

Landscape strip functions as a buffer between pedestrians and vehicles while also capturing and purifying surface runoff from the parking lot.

Glossary of Terms

Glossary of Terms

Action Approving Authority: Any City official that may initiate the design review process, accept final recommendations, or render final determinations regarding design review. Actions Approving Authorities at the City include the Hearing Examiner, the Planning Director, or the City Engineer. While not considered an action approving authority, the Plan Commission may request the Design Review Board's review and recommendations of any urban design portions of plans or codes under its consideration.

Active Street Edge: In addition to the four horizontal elements of sidewalks (see *Sidewalk Zones*), there are three distinct vertical zones on the ground floor façades of buildings adjacent to sidewalks. These are (see figure below):

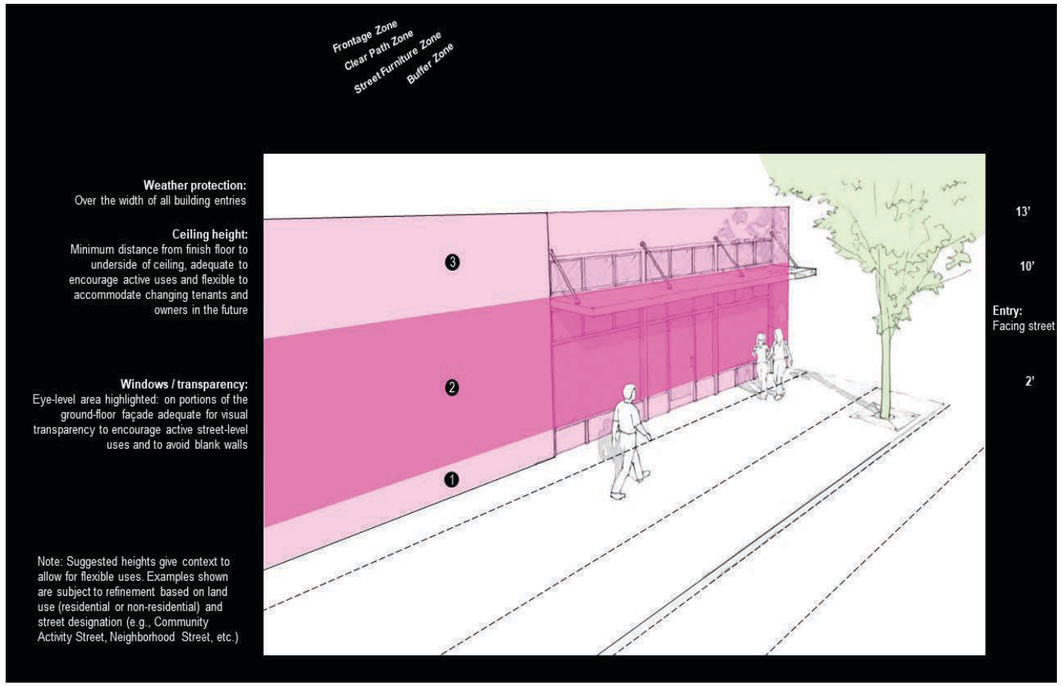


Image modified from the National Association of City Transportation Officials

1. **Bulkhead/Kickplate Zone**

The portion of the ground floor closest to the ground plane. Typically this zone ranges from 1- to 2-feet in height. This portion is often opaque and more resilient to impact.

2. **Storefront/Window Zone**

The portion of the ground floor with the greatest level of transparency, the purpose of which is to establish a visual connection between the activities within the building and those on the sidewalk.

3. **Transom/Ceiling Zone**

The portion of the ground floor accommodating transitional elements from the ground floor to the upper floors. Exterior elements often include marquees, awnings, transom windows, signage, and cornices.

Area of Influence: As every building and site rests within a variety of contexts, each design guideline category is provided with the relative scale in which potentially influencing factors may be found or wherein they may be expressed. These are, from largest to most local: Region, City, Neighborhood, District, Public Realm, Site, and Building/Structure.

Civic Use: Within the context of the Spokane Municipal Code, and the range of uses typically referred to as civic in nature, a Civic Use is an enclosed/conditioned space that can accommodate a range of public functions operating under the auspices of a government body. Such uses may include offices, public schools or colleges, public health clinics or hospitals, community centers, libraries, museums, fire houses, police stations, and courts of law.

Contextual: An attribute of a context area (similar to an Area of Influence), a project or design element that is contextual is one that responds to social, cultural, or historic stimuli that may influencing a site, structure, or building. A good example of contextual design is one that seamlessly weaves into an existing neighborhood or street.

de minimis Change: Any change to a project's design after the conclusion of design review that would have a negligible effect on the final recommendations provided to the City's action approving authority. See *Substantial Change*.

Design Departure: While the design review process cannot waive compliance with a design standard, a design departure can grant the approval of an alternative means of complying with a standard. The alternative design must comply with the decision criteria for design departures listed in the Unified Development Code (Spokane Municipal Code 17G.030.040.A-F).

Design Guideline: A set of design parameters for developments which apply to projects that would trigger design review. These parameters may be unique to a design district, sub-district, overlay zone, or to specific project types. The guidelines, as design criteria, are adopted public statements of intent and are used to evaluate the acceptability of a project's design (Spokane Municipal Code 17A.020.040.L). Design guidelines help ensure that the design review process will result in advice and recommendations rendered which stay focused on the community's set of aesthetic expectations for the projects being reviewed.

Design Standard: A set of design parameters for developments which apply to all projects within a specific land use category. These parameters are written into every zoning category of the Unified Development Code and compliance is obligatory.

Façade: The exterior wall of a building. While often associated with the front (or *face*) of a building, façades are typically those portions of a building's exterior that can be viewed from a public way or street.

Fenestration: The arrangement and design of penetrations in the exterior wall of a building, typically exterior windows and doorways. The term may encompass the pattern of open-air passageways through a building or the design of a building's arcade.

Green: See *Sustainable*

Living in Place: Related to Aging in Place, Living in Place refers to the design of a district, street, site, or building that is intentionally composed to be accessed, understood, and used to the greatest extent possible by all people regardless of their age, size, ability, or disability. Unlike Aging in Place, Living in Place is not restricted to only accommodating the needs of people as they age.

Glossary of Terms (continued)

Parti: A good design has a central organizing thought or decision guiding the overall concept. This influencing precept can be depicted as a simple diagram and explanatory statement, typically referred to as a parti. As the design of a site, public realm, and building should have a comprehensive concept experienced through scale, proportion, enclosure, and compositional clarity this coordinating precept can be expressed in the parti's diagram and statement. A parti is derived prior to the development of a project's plan, section, or elevation diagrams.

Plinth: In urban design a plinth is defined as a projecting masonry coursing that forms a platform for a building. Such a course is typically knee-high, though taller plinths may be used to add monumentality to landmark buildings.

Public Realm: Those parts of the urban fabric that are held in common, either by physical occupation or visual association. This includes, but is not limited to plazas, squares, parks, vistas, streets, public frontages, private frontages, civic buildings, and certain spaces in commercial developments like the common areas of malls and hotels. There is an ethical and civic connotation to the term that transcends the mere physical, legal, or utilitarian. On a street, the public realm is the entire space formed by the adjacent buildings/structures and site improvements.

Resilient: See *Sustainable*

Sidewalk Zones: The various portions of a public sidewalk with discrete functions. These are (see figure, below):

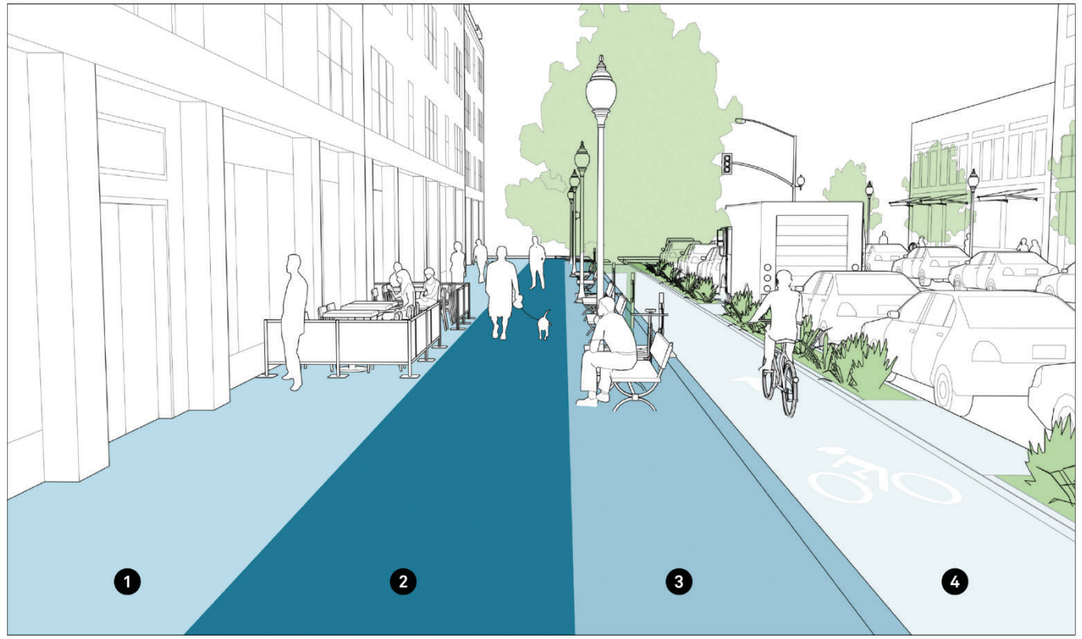


Image from Global Designing Cities and the National Association of City Transportation Officials

1. Frontage Zone

The section of the sidewalk that functions as an extension of the building, whether through entryways and doors or sidewalk cafés and sandwich boards. The frontage zone consists of both the facade of the building fronting the street and the space immediately adjacent to the building.

2. Clear Path Zone

The pedestrian clear path defined by the primary, dedicated, and accessible pathway that runs parallel to the street. The clear path ensures that pedestrians have a safe and adequate place to walk and should be 5-feet wide in residential settings and 7- to 12-feet wide in downtown or commercial areas with heavy pedestrian volumes.

3. Street Furniture Zone

The section of the sidewalk between the curb and the clear path, in which street furniture and amenities such as lighting, benches, newspaper kiosks, transit facilities, utility poles, tree pits, and cycle parking are provided. The street furniture zone may also contain green infrastructure elements such as rain gardens, trees, or flow-through planters.

4. Buffer Zone

The space immediately next to the sidewalk that may consist of a variety of different elements. These include curb extensions, parklets, stormwater management features, parking, cycle racks, cycle share stations, and curbside cycle tracks.

Glossary of Terms (continued)

Substantial Change: Any change to a project's design after the conclusion of design review that may take a project out of compliance with the final recommendations provided to the City's action approving authority. A substantial change to a project's design would typically result in further design review, remanding the project back to either urban design staff or the full Design Review Board to determine if additional, or revised, recommendations are warranted.

Superior in Design Quality: A determination that an alternative means of complying with the intent of a design standard would result in a greater compliance with the set of applicable design guidelines than what would be potential achieved by complying with the requirements (R) or presumptions (P) written in the design standard's implementation section.

Sustainable: An attribute or action that does not completely use up or destroy a resource. A design element that is sustainable is one that can last for a long time or can be easily repaired using local and readily available materials and techniques. A design element may also facilitate an occupant or user lifestyle involving sustainable methods. Typically, sustainable efforts focus on reducing, reusing, and recycling of valuable and limited resources.

Thoroughfare: An all-encompassing term used to describe a public way whose principal function is to convey goods and people. This includes pedestrians, cyclists, transit riders, drivers, and heavy freight operators. The elements of thoroughfares include sidewalks (frontage zone, pedestrian through zone, furnishing/landscaping zone, curb zone), the flexible area (on-street parking, bicycling lanes), and the vehicle realm (travel lanes, transit lanes, turning lanes, boulevard landscaping). A term often used instead of *street*, as the latter can be limited in perception as a conveyance for motorized vehicles.

Urban Fabric: The physical aspect of urbanism. This term emphasizes building forms, streets, open space, streetscapes, and frontages, while excluding without prejudice ecological, functional, economic, and sociocultural aspects.

Visitability: A design solution for residential uses that eliminates major accessibility barriers. Visitability design includes the following three elements: 1) at least one zero-step entrance on an accessible route leading from a driveway or street sidewalk, 2) all interior doors being wide enough to allow a wheelchair to pass through, and 3) a least one toilet (half bath) on the main floor. A distinct advantage of incorporating these elements in a residential unit is that it will allow an easier conversion of a portion of the main floor into a non-residential use. A term related to Living in Place.

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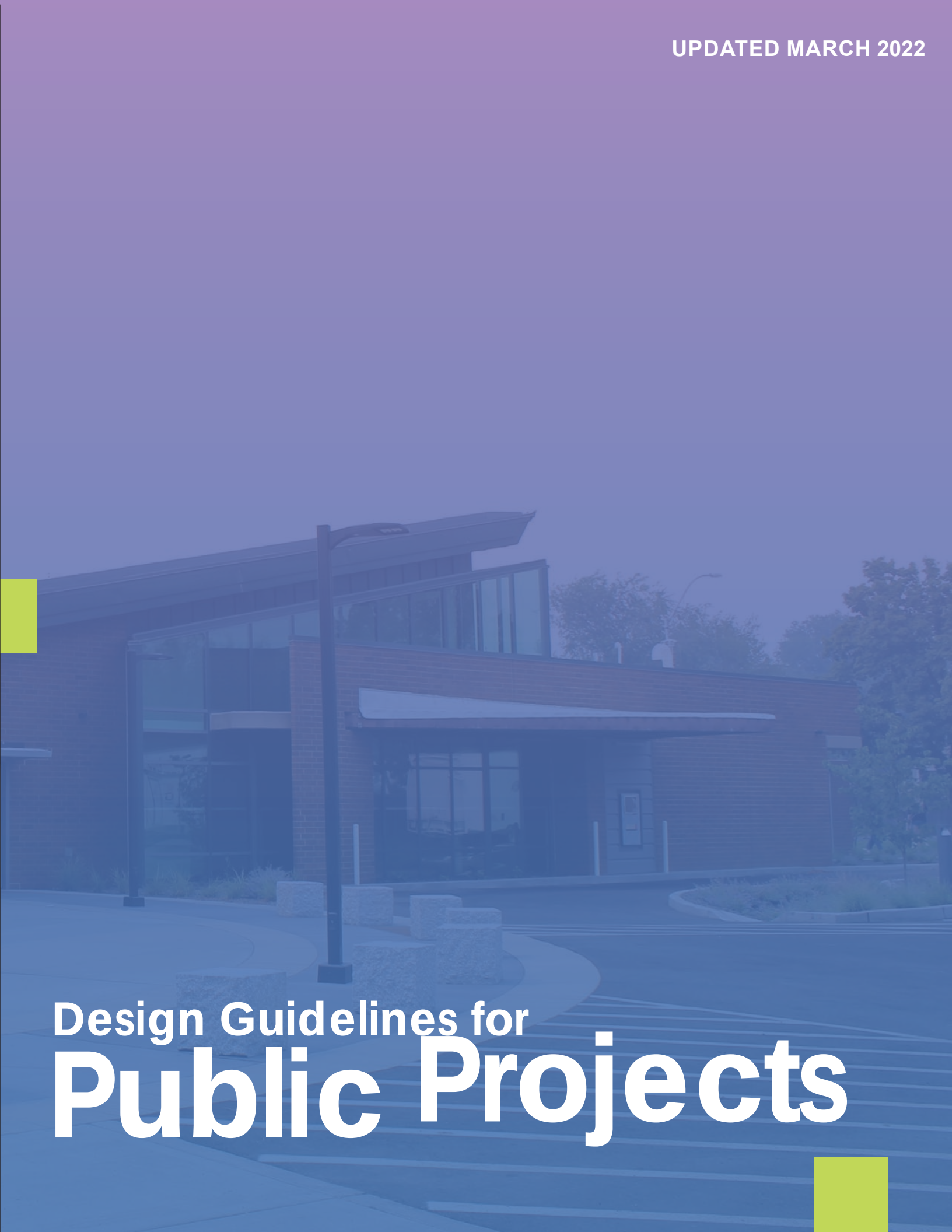

Design Guidelines for Public Projects

Publication Page & Date

The the City of Spokane Design Guidelines for Skywalks were developed in collaboration with residents, community organizations, agency partners, and the City of Spokane.

The City of Spokane hired Urbsworks, an urban design firm out of Portland, to assist with Phase I of the project: initial research, workshops, and findings. City staff used the information presented by Urbsworks to complete Phase II: writing the guidelines and presenting them to the technical team, stakeholders, and the general public before bringing the guidelines to City Council for approval.

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Project background, explanation, purpose

Guideline vs. Standard
What is a Design Guideline?

Design Guidelines: A set of design parameters for development which apply within a design district, sub-district, or overlay zone.

The guidelines are adopted public statements of intent and are used to evaluate the acceptability of a project's design. (Spokane Municipal Code 17A.020.040.L)

In practice, since design review is an advisory process only, the adopted Design Guidelines help guide conversations that Urban Design staff and the Design Review Board have with a design review applicant.

… Ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan. (Spokane Municipal Code 04.13.015.B)

The guidelines help ensure that these conversations, and the advice rendered, stays focused on the community's set of aesthetic expectations for the public realm elements of a project or plan.

How is this different than a Design Standard?

Design Standard: an obligatory design requirement for any project.

These standards are not advisory, they must be followed – just like the requirements in the building code, fire code, or electrical code.

The design review process cannot waive compliance with these standards.

While Design Standards and Design Guidelines are similar in that they are both about a project's design, they differ mostly in that the standards are mandatory obligations applied to that project – while guidelines are a list of relevant subjects, and examples, intended to improve the design of any project subject to design review.

The standards were adopted to ensure that all development in the city achieve a minimum quality of design.

The guidelines are used in order to improve the quality of design above bare minimums, for a select set of projects. Those projects have already been identified by the community for special consideration.

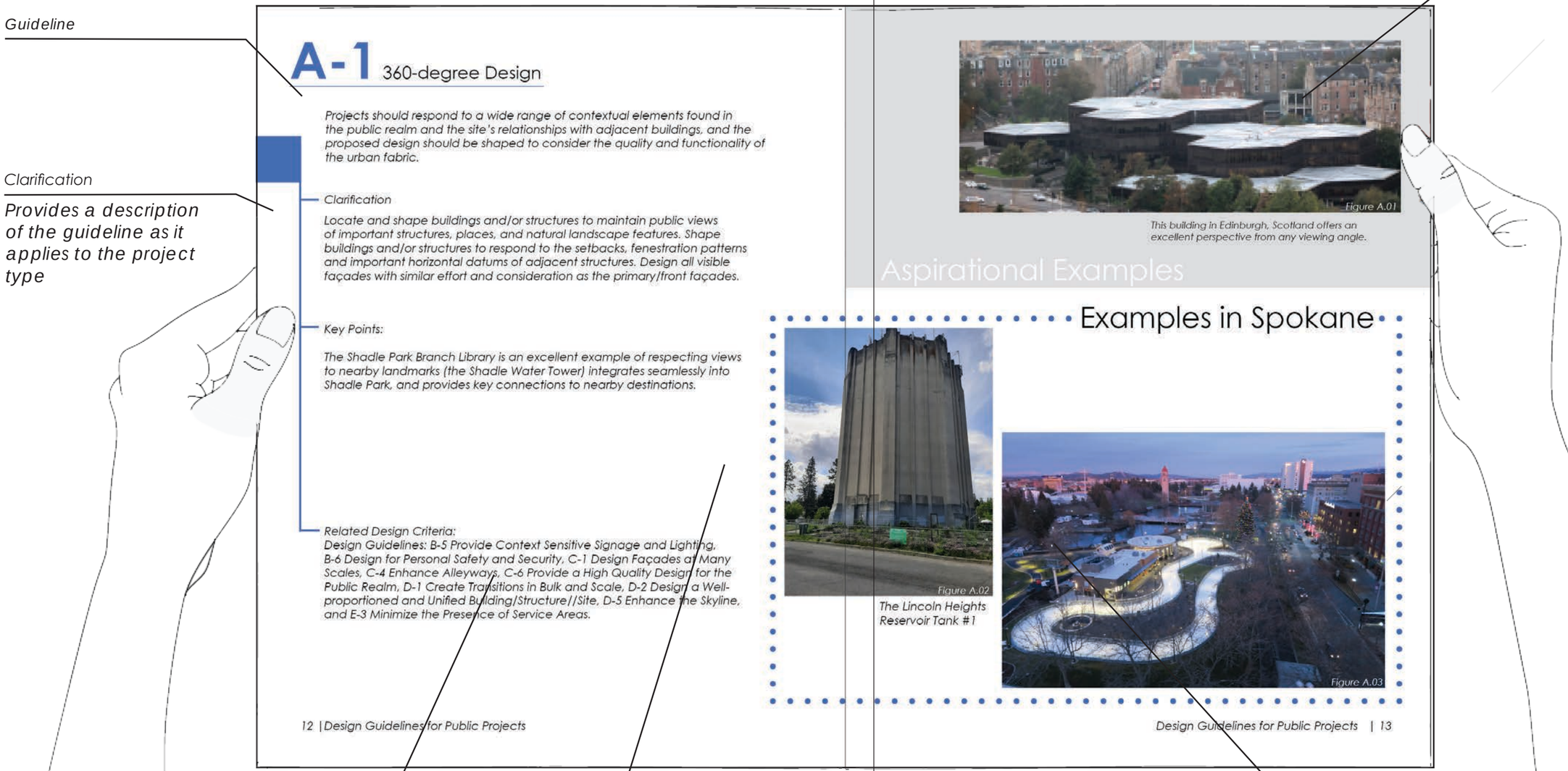
Design Guidelines for
Public Projects

All public projects in the city are subject to design review.
Here's a brief list these kinds of projects:

- *All City of Spokane Projects (Parks, Bridges, Trails, City Buildings/ Structures, Open Space)*
- *Spokane School District Buildings and Structures Elementary Schools, Middle Schools, Senior Highs, Administrative and Maintenance Buildings)*
- *Charter School Building and Structures » Public Colleges and Universities Buildings and Structures (SCC, SFCC, EWU, WSU, UW)*
- *Spokane Public Libraries*
- *Spokane Transit Authority Buildings and Structures*
- *County, State, and Federal Buildings and Structures*

Figure i.01

How to use this booklet



Guideline

Clarification

Provides a description of the guideline as it applies to the project type

Images

Visuals to reinforce the explanatory text

Related Design Criteria

Other project type guidelines and design criteria associated with this guideline

Key Points

Examples from project types demonstrating compliance with the guideline

Aspirational Examples

Images of exemplary urban design from national and international locales

Guidelines

A URBAN DESIGN

B PUBLIC AMENITIES

C PEDESTRIAN ENVIRONMENT

D ARCHITECTURAL EXPRESSION

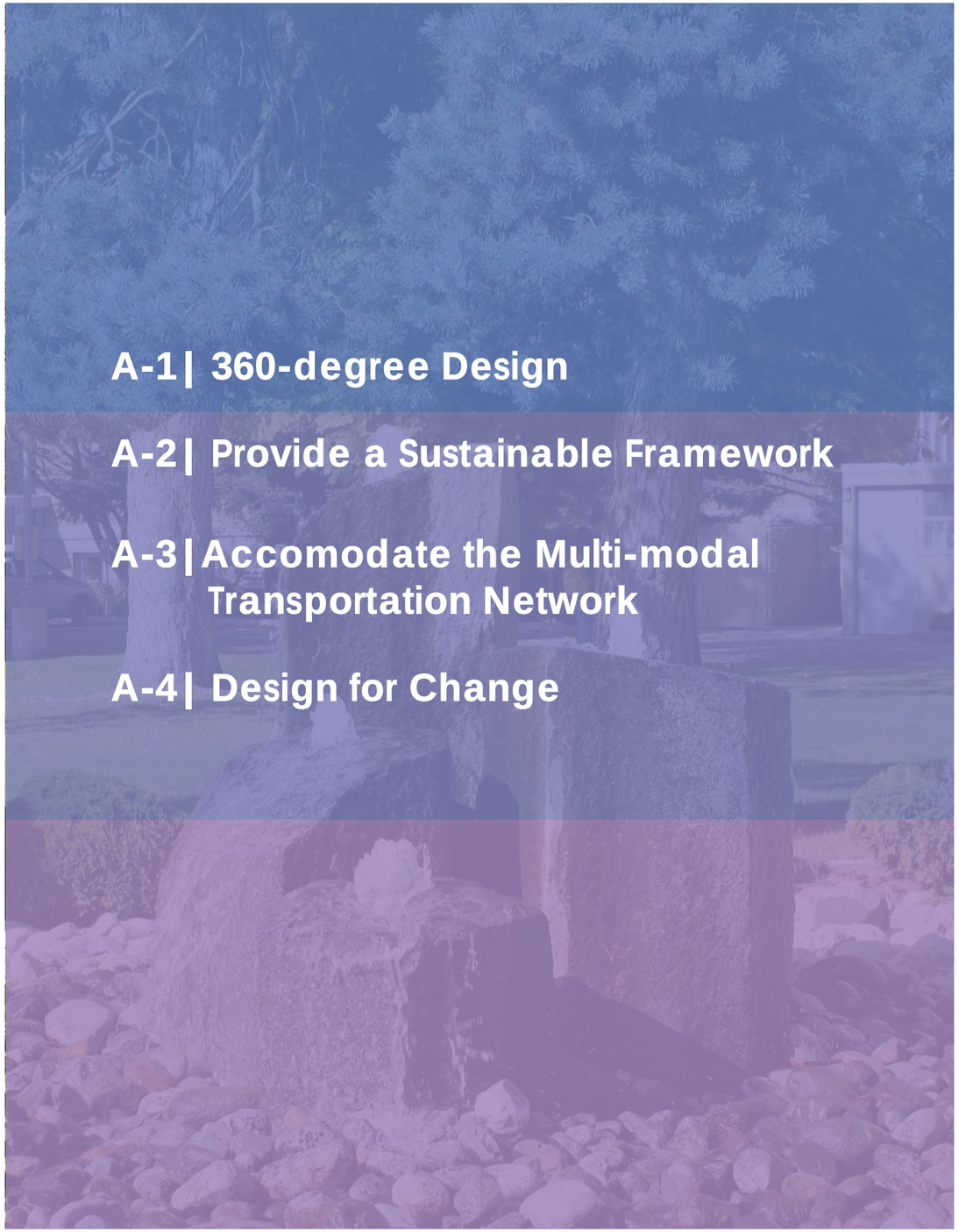
E ACCESS & SCREENING

A URBAN DESIGN

Area of Influence: Region, City, Neighborhood, District

Design Objective

Urban Design guidelines assist designers and developers in recognizing and respecting physical systems that extend beyond the site so projects can respond to regional, municipal, neighborhood, and district patterns in space and time. Any new intervention should extend, mend, connect, or enhance the context through all aspects of the project, big and small—from public amenities to site design to the street-path network serving all modes of transportation, natural systems (e.g., natural resources, stormwater flow, topography, land forms), or historic settlement patterns.



A-1 360-degree Design

Projects should respond to a wide range of contextual elements found in the public realm and the site's relationships with adjacent buildings, and the proposed design should be shaped to consider the quality and functionality of the urban fabric.

Clarification:

Locate and shape buildings and/or structures to maintain public views of important structures, places, and natural landscape features. Shape buildings and/or structures to respond to the setbacks, fenestration patterns and important horizontal datums of adjacent structures. Design all visible façades with similar effort and consideration as the primary/front façades.

Key Points:

The Shadle Park Branch Library is an excellent example of respecting views to nearby landmarks (the Shadle Water Tower) integrates seamlessly into Shadle Park, and provides key connections to nearby destinations.

Related Design Criteria:

Design Guidelines: B-1: Provide Elements that Define the Place, B-2: Provide Context Sensitive Signage and Lighting, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-6: Enhance Alleyways, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-3: Maintain the Prevailing Street Edge, D-5: Enhance the Skyline, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure A.01

This building in Edinburgh, Scotland offers an excellent perspective from any viewing angle.

Aspirational Examples

Examples in Spokane

Figure A.02

The Lincoln Heights Reservoir Tank #1

Figure A.03

A-2 Provide a Sustainable Framework

Design projects to incorporate sustainable design and energy efficiency principles. Incoprorate the concepts of Reduce, Reuse, and Recycle.

Clarification:

Projects should be designed to meet the City's environmental policies by enhancing the urban forest canopy - to reduce urban heat island effects and reduce stormwater runoff, and improve the utilization of renewable energy resources - like hydropower and solar power. Promote resilient development by choosing sustainable design and building practices whenever possible. Employ passive solar design in façade configurations, treatments and materials. Employ techniques and technologies to improve the ecological performance of the building, structure and site improvements.

Key Points:

The Spokane projects used for this guideline (see figures A.06-A.08) depict projects utilizing a comprehensive approach to sustainability, whether utilizing photovoltaic panels, stormwater infiltarion areas, or rain gardens. The aspirational images (see figures A.04 and A.05) depict projects with a broader approach to sustainability (e.g. repurposing urban brownfields or reducing heat island effects).

Related Design Criteria:

Design Guidelines: A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-4: Universal Design, E-1: Maximize Pedestrian Access to the Building and Site, E-4: Design Sustainable Parking

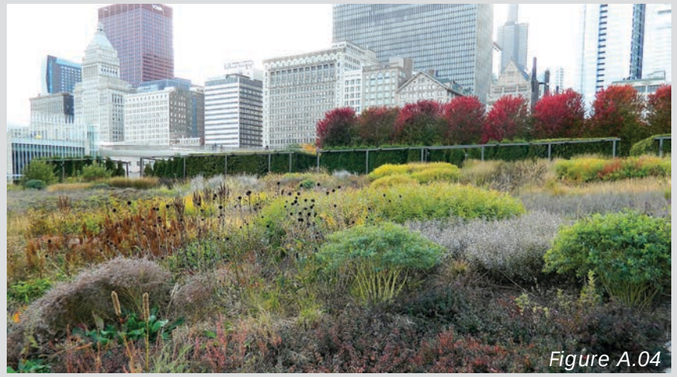


Figure A.04

Lurie Garden in downtown Chicago's Millennium Park is in fact a green roof over a parking garage. The ability to lower urban temperatures, capture rainwater, and the use of perennial plantings all make Lurie Garden an exceptional example of sustainability.

The Scottish Parliament Building in Edinburgh, Scotland was built on a brownfields site, incorporates public transit, and was built to require less heating and cooling than conventional structures.

Figure A.05

Aspirational Examples

Examples in Spokane

Solar panels and rain gardens to capture surface runoff are great ways to conserve natural resources.

Figure A.06

Figure A.07

Figure A.08

A-3 Accomodate the Multi-modal Transportation Network

Design projects to create livable and memorable places within desirable environments where people want to spend time engaging in social, civic, and recreational activities.

Clarification:

'Multi-modal' includes all forms of transportation (walking, biking, transit riding, and driving) without exclusion. Projects that encourage connections with a variety of transit modes and enhance their immediate environment with amenities are highly encouraged. 'Multi-modal' includes all forms of transportation (walking, biking, transit riding, and driving) without exclusion.

Key Points:

The key elements for this guideline include the incorporation of accommodations for bicyclists, pedestrians, transit riders, and a variety of motorized vehicles. These accommodations place pedestrian movement first in importance.

Related Design Criteria:

Design Guidelines: A-2: Provide a Sustainable Framework, A-4: Design for Change, B-3: Design for Personal Safety and Security, B-4: Universal Design, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-4: Design Sustainable Parking

Figure A.09

Figure A.10

Figure A.11

Separate paths for all users, covered bike racks, and access to scooters at bus stops are all amenities that make using the transit network easier and more enjoyable.

Aspirational Examples

Examples in Spokane

Left: transit hub and pedestrian bridge make crucial connections to university areas.

Top right: Bike lane on Riverside Avenue offers connections between downtown and neighborhoods west of downtown.

Bottom right: stops along the transportation line offer easy and safe access to buses.

Figure A.13

Figure A.12

Figure A.14

A-4 Design for Change

Design projects to be flexible enough to respond to future changes in use, lifestyle, and demography.

Clarification:

This means designing for energy and resource efficiency; creating flexibility in the use of a property via generous ground floor height dimensions and a capacity to access the public realm at multiple points along the property's frontage, encouraging new approaches to transportation, traffic management and parking through the way public spaces and service infrastructure are incorporated into a project's design.

Key Points:

As public property ownership limits the ability to rely on market forces to fund redevelopment of projects, public agencies should incorporate the ability to reconfigure a project to accommodate a different future use at minimal public expense. For example, parking structures may need to be reconfigured into offices, dormatories may need to be converted to facilty offices, maintenance buildings may need to be converted to laboratories, etc. The basic structural, mechanical, electrical, and plumbing criteria for the most intense future use envisioned should be accommodated (though not necessarily installed) within the original building or structure.

Related Design Criteria:

Design Guidelines: A-2: Provide a Sustainable Framework, A-3: Accomodate the Multi-modal Transportation Network, B-4: Universal Design, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, D-4: Design with a Legible Parti, E-1: Maximize Pedestrian Access to the Building and Site, E-4: Design Sustainable Parking

Figure A.15

Tanner Springs Park in Portland, Oregon emulates the original wetlands that existed before the city was built. It collects and purifies rainwater and provides a habitat for urban wildlife.

The Promenade Plantee in Paris is a 2.9 mile long park and walkway created from a defunct elevated rail line. Shops and businesses occupy the space beneath the park, which used to be empty arches.

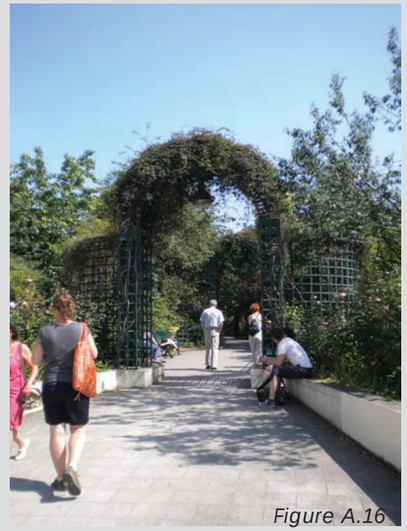


Figure A.16

Aspirational Examples

Examples in Spokane

Figure A.17

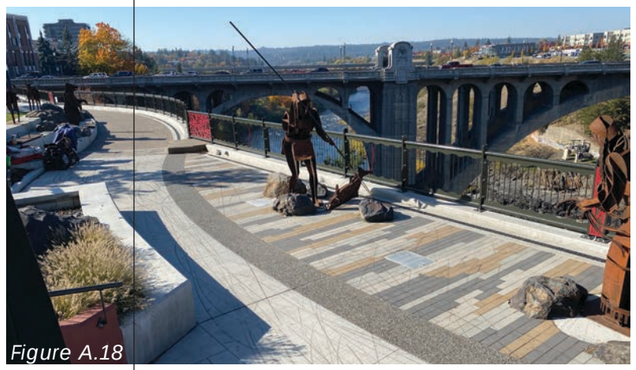


Figure A.18

Figure A.19

Originally built to house the Spokesman Review's expanded print operation, this building has been refurbished as a local distillery.

B PUBLIC AMENITIES

Area of Influence: Public Realm

Design Objective

Public Amenity guidelines assist designers and developers in creating projects that enhance the public realm; including streetscapes and open spaces.

B-1 Provide Elements that Define the Place

Provide special elements on the façades, within public open spaces, or on the sidewalk to create a distinct, attractive, and memorable 'sense of place' associated with the building/structure and site.

Clarification:

Renovations, restorations, and additions should respect nearby historic features. New buildings and/or structures in historic districts should strive to reflect the existing urban fabric and the predominate architectural features within the surrounding context.

Key Points:

The images for this guideline (see figures B.01-B.06) depict projects and structures that use unique sculptural elements (which introduce aspects of whimsy), repurpose locally-sourced building material with historic significance (basalt cobble, granite riverstone), or utilize contextual building forms. These elements are either derived from the surrounding context or introduce significant new imagery to define the place.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-2: Provide Context Sensitive Signage and Lighting, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-2: Reinforce Primary Building Entries, C-4: Provide a High-Quality Design for the Public Realm, D-4: Design with a Legible Parti D-5: Enhance the Skyline

Figure B.01

Figure B.02

Left: "The Fork" in Lake Geneva along the Vevey shoreline.
Center: A beautiful mosaic in a subway station in Munich, Germany.
Right: The undulating deck structures of The Aqua Tower in Chicago, Illinois make it stand out amongst other skyscrapers in the city.

Figure B.03

Aspirational Examples

Examples in Spokane

Figure B.04

Left: a fountain on the Gonzaga campus uses three types of local stone.

Top Right: Whimsical statues at the Northwest Museum of Arts and Culture give the site a distinct sense of place.

Bottom Right: One of the original Olstead-era restrooms in Cannon Park.

Figure B.05

Figure B.06

B-2 Provide Context Sensitive Signage and Lighting

Design signage appropriate for the scale and character of the project and immediate neighborhood.

Clarification:

All signs should be oriented to pedestrians and/or persons in vehicles on streets within the immediate neighborhood. Provide appropriate levels of lighting on the building façade, on the underside of overhead weather protection, on and around street furniture, in merchandising display windows, in landscaped areas, and on signage.

Key Points:

The images for this guideline (see figures B.07-B.12) depict both signage and lighting that respond to the demands of the surrounding public realm - whether these demands are historic or novel in nature. An image often utilized for public projects are various depictions of the historic bridges in Spokane.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-1: Provide Elements that Define the Place, B-3: Design for Personal Safety and Security, B-4: Universal Design, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-6: Enhance Alleyways, D-5: Enhance the Skyline, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure B.07

The town of Leavenworth, Washington celebrates its Bavarian heritage by creating custom "German-style" signs for businesses in the town center.

Top Right: The Pont Neuf ("New Bridge") in Paris, France cleverly illuminates the faces carved above the waters of the Seine River.

Figure B.08

Bottom Right: "Urban Light" art installation in Los Angeles, California.

Figure B.09

Aspirational Examples

Examples in Spokane

Figure B.10

Figure B.12

Figure B.11

Top left: The Hive's giant letters on the side of the building direct drivers to the site.

Bottom Left: modeling the Monroe Street Bridge's iconic arches, this fence balances vehicle and foot traffic with separate gates.

Top right: Downtonw lightinjg provides understated ambiance to Wall Street.

B-3 Design for Personal Safety and Security

Promote a sense of security for people during nighttime hours. Design the building/structure and site to promote the feeling of personal safety and security in the immediate area.

Clarification

Implement appropriate Crime Prevention Through Environmental Design (CPTED) principals, with a heightened focus on increasing eyes-on-the-street to improve passive security.

Key Points:

The four elements of CPTED are natural surveillance, access control, territorial reinforcement, and space management. The images for this guideline (see figures B.13-B.18) depict projects that demonstrate all four elements of CPTED.

Related Design Criteria:

Design Guidelines: A-3: Accomodate the Multi-modal Transportation Network, B-2: Provide Context Sensitive Signage and Lighting, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping,C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, C-6: Enhance Alleyways, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages

Figure B.13

Figure B.14

Figure B.15

Plentiful and attractive lighting, stone bollards, and striping of pedestrian crossing offer pedestrians a means of safe travel.

Aspirational Examples

Examples in Spokane

Left: fencing on the university district bridge prevents users from falling.

Top right: multiple street crossing safety features at Wilson Elementary School make sure students are as safe as possible.

Bottom right: a downtown Spokane plaza is brightly lit from overhead as well as at the entrance to the building.

Figure B.17

Figure B.16

Figure B.18

B-4 Universal Design

The Public Realm should be barrier-free, ergonomic, and accessible by all people regardless of physical ability or level of impairment.

Clarification

Projects shall be safe and accessible and contribute to a better public realm for people of all ages, genders, and abilities, especially the most vulnerable - children, seniors, and people with disabilities.

Key Points:

The primary entrance to Liberty Park Branch Library (see figure B.22) incorporates a gradual, stair- and ramp-free access to accommodate patrons with limited mobility.

Related Design Criteria:

Design Guidelines: A-2: Provide a Sustainable Framework, A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-5: Provide Inviting and Usable Open Space, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, C-6: Enhance Alleyways, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages

Figure B.19

Figure B.20

Figure B.21

These public areas all provide easy movement for every age and mobility level.

Aspirational Examples

Examples in Spokane

Figure B.23

Left: Liberty Park Branch Library seamlessly incorporated universal design in the pathways to the main entrance, without needing ramps or handrails.

Right: The university district bridge has gently sloping access ramps to allow people of all mobility levels to use the bridge.

Figure B.22

B-5 Provide Inviting and Usable Open Space

Design public open spaces to promote a visually pleasing, healthy, safe, and active environment for workers, residents, and visitors.

Clarification:

Views and solar access from the principal area of the open space should be emphasized.

Key Points:

The images for this guideline (see figures B.24-B.28) depict generous and well-appointed open spaces that are easily accessible and inviting.

Related Design Criteria:

Design Guidelines: B-1: Provide Elements that Define the Place, B-3: Design for Personal Safety and Security, B-6: Enhance the Building and Site with Landscaping, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, C-6: Enhance Alleyways, D-3: Maintain the Prevailing Street Edge, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages

Figure B.24

The Promenade Plantee in Paris is a 2.9 mile long park and walkway created from a defunct elevated rail line. Shops and businesses occupy the space beneath the park.

The shoreline of Lake Geneva in Vevey, Switzerland separates vehicular traffic from pedestrian spaces with a series of linear raised planter beds.

Figure B.25

Aspirational Examples

Examples in Spokane

Figure B.26

Figure B.28

Figure B.27

Top left: the park by Brickwest Brewing is a fun place to sit and relax.

Bottom left: the Catalysy building provides seating and beautiful landscaping for patrons of the buidling and those waiting for their bus in the nearby transit hub.

Top right:The ampitheater at the Northwest Museum of Arts and Culture provides a shaded, sheltered, quiet and comfortable outdoor space for the public.

B-6 Enhance the Building and Site with Landscaping

Enhance the building/structure and site with generous landscaping which includes special pavements, trellises, screen walls, planters, and site furniture, as well as living plant material.

Clarification:

This guideline encourages the inclusion of elements such as special pavements, trellises, screen walls, planters, and site furniture, as well as living plant material. The use of native and naturalized plants helps to ensure the landscape survives through harsh weather, while also providing the space with a connection to the regional landscape.

Key Points:

The images for this guideline (see figures B.29- B.33) depict landscaping installations that significantly enhance the adjacent buildings and structures.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-1: Provide Elements that Define the Place, B-3: Design for Personal Safety and Security, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, C-6: Enhance Alleyways, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-3: Maintain the Prevailing Street Edge D-4: Design with a Legible Parti, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas, E-4: Design Sustainable Parking

Figure B.29

Figure B.30

Left: Notice how different the two halves of this chinese building look with and without landscaping.

Right: This fence and planter in London, England combines greenspace with a buffer between the sidewalk and drive aisle.

Aspirational Examples

Examples in Spokane

Top: the landscaping at the Northwest Museum of Arts and Culture

Bottom left: foundational plantings at Salk Middle School

Bottom right: landscaping at the Masonic Temple on Garland Ave.

Figure B.32

Figure B.31

Figure B.33

C PEDESTRIAN ENVIRONMENT

Area of Influence: Public Realm

Design Objective

Pedestrian Environment guidelines assist designers and developers in creating skywalks that define the pedestrian environment.

The intent of the guidelines is to promote a safe and healthy environment where the pedestrian is the priority.

While there is a need for automobile, bicycle and transit in Spokane, in all cases the most important consideration is the ease of pedestrian movement.

Where intersections with other transportation modes occur, the pedestrian's comfort, safety and best interests must not be compromised.

The pedestrian should be unimpeded and relatively comfortable in all seasons and hours of the day, in all areas of Spokane.

C-1 Design Façades at Many Scales

Design architectural features, fenestration patterns, and material compositions that refer to the human activities contained within or surrounding the building/structure.

Clarification:

Building or structure façades should be composed of elements scaled to promote pedestrian comfort, safety, and orientation. A building's or structure's façade should create and reinforce a 'human scale' not only at the street level, but also as viewed from farther away.

Key Points:

The images for this guideline (see figures C.01-C.04) depict projects that introduce human-scale elements along front facades while providing articulation along all facades to moderate the bulk and massing of the building or structure.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, C-2: Reinforce Primary Building Entries, C-4: Provide a High-Quality Design for the Public Realm, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-5: Enhance the Skyline

Figure C.01

The Banker's Life Fieldhouse in Indianapolis, Indiana provides architectural elements at the street, vehicular, and skyline scales.

Below: this building in Hamburg, Germany does an excellent job of providing pedestrian scaled architectural elements as well as larger-scaled elements further up the façade.

Figure C.02

Aspirational Examples

Examples in Spokane

Figure C.03

Left: the façade modulation and differing textures of Salk Middle School provide great variation in scale.

Right: The Masonic Temple on Garland stylistically has many house-scale elements, while the two-story outdoor seating area gives even more pedestrian scale.

Figure C.04

C-2 Reinforce Primary Building Entries

Design primary building or structure entries to promote pedestrian comfort, safety, and orientation.

Clarification:

This guideline refers to the incorporation of hierarchical components to improve the legibility of the public realm by emphasizing the primary entrance to a building or open space. Such components may include wayfinding signage, unique architectural features, overhead weather protection, unique landscape features, and key lighting.

Key Points:

The images for this guideline (see images C.05-C.09) depict projects that utilize a wide variety of architectural and landscape features to emphasize the building's primary entrance. This includes view corridors, landscape allees, sculptural forms, and unique canopies.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-4: Universal Design B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-5: Provide Appropriate Weather Protection, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, E-1: Maximize Pedestrian Access to the Building and Site

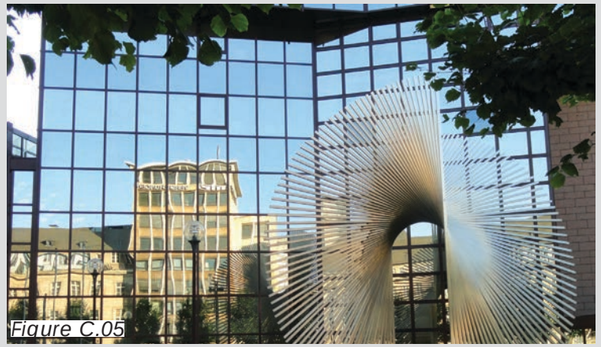


Figure C.05

The entrance to this building in Frankfurt, Germany uses an art installation to direct patrons to the front door.

The ornate canopy of the Samaritaine department store in Paris, France tell shoppers where to enter the building.

Figure C.06

Aspirational Examples

Examples in Spokane

Figure C.07

Top left: the Liberty Park Branch Library uses color to announce the entrance to the building.

Bottom left: the Catalyst building uses a projecting canopy as an entrance reinforcement.

Right: a long promenade in line with the entrance to this university building creates a dramatic statement.

Figure C.08

Figure C.09

C-3 Develop Pedestrian-oriented Spaces Along Street Frontages

Designs should create human-scale spaces in response to how people engage with their surroundings, by prioritizing active street frontages, clear paths of pedestrian travel, legible wayfinding, and enhanced connectivity.

Clarification:

This guideline promotes healthy living, increases economic activity at the street level, enables social interaction, creates equitable and accessible public spaces, and improves public safety by putting eyes and feet on the street. Consideration should be given to the proper composition of the sidewalk. This includes the building shy zone, flexible retail space (e.g. outdoor sales, al fresco dining), pedestrian travelway, furniture zone (which would accommodate the landscape buffer and street trees, street furnishings, street lighting), and the curb zone.

Key Points:

A key component of a pedestrian-oriented space is the provision of all-weather physical comfort. This can be achieved through the strategic placement and selection of street trees, overhead weather protection, and the provision of hardscaped and softscaped surfaces to accommodate a variety of social activities.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-2: Reinforce Primary Building Entries, C-4: Provide a High-Quality Design for the Public Realm, D-1: Create Transitions in Bulk and Scale, D-3: Maintain the Prevailing Street Edge, -1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure C.10

Figure C.11

Streetscapes in Switzerland, France, and Chicago all provide excellent separation of vehicle and pedestrian spaces along street frontages.

Figure C.12

Aspirational Examples

Examples in Spokane

Figure C.14

Street trees separate the drive aisle and parking from pedestrian spaces on both the Gonzaga University Campus and in the hospital district.

Figure C.13

C-4 Provide High Quality Walkable Design for the Public Realm

Create a high-quality public realm that supports the culture of walking and non-motorized transportation.

Clarification:

Design the site and building or structure so that pedestrian access is convenient and the environment is comfortable, memorable, and attractive. Use materials at street level that create a sense of permanence, are well-maintained, and bring life and warmth to the Public Realm. Streets, alleys, trails, and public spaces work together to provide opportunities for civic, cultural, economic, and social activities. This guideline would also apply to open space located within the public realm.

Key Points:

Provide accommodations for casual walking, ample opportunities for seating, design elements that would moderate the effects of adverse weather, integrate landscape features, and provide appropriate lighting.

Related Design Criteria:

Design Guidelines: A-1 Provide a 360-degree Design, A-3 Accommodate the Multi-Modal Transportation Network, A-4 Design for Change, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-2: Reinforce Primary Building Entries, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-5: Provide Appropriate Weather Protection, D-1: Create Transitions in Bulk and Scale, D-3: Maintain the Prevailing Street Edge, D-5: Enhance the Skyline, E-1: Maximize Pedestrian Access to the Building and Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure C.15

Figure C.16

Figure C.17

Pedestrian areas in London, Portland Oregon, and Chicago Illinois provide excellent spaces to walk, relax, and recreate in the public realm.

Aspirational Examples

Examples in Spokane

Left: pathways on the Gonzaga University campus allow safe and comfortable vehicle-free pedestrian circulation.

Right: excellent bike storage and seating at the entrance to the Catalyst building create a pedestrian-centered public realm.

Figure C.18

Figure C.19

Figure C.20

C-5 Provide Appropriate Weather Protection

Provide a continuous, well-lit weather protection to improve pedestrian comfort and safety along pedestrian routes.

Clarification:

Such protection should address wind, sun, and precipitation throughout the year. This may be achieved through the use of overhead weather protection (marquees, awnings, arcades, etc.), generous inclusion of an urban forest canopy, heated sidewalks to avoid ice build-up, windbreaks (walls or landscape materials), etc.

Key Points:

The examples provided (see figures C.23-C.25) depict many ways of introducing appropriate weather protection.

Related Design Criteria:

Design Guidelines: A-3: Accomodate the Multi-modal Transportation Network, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping,C-2: Reinforce Primary Building Entries, C-4: Provide a High-Quality Design for the Public Realm, E-1: Maximize Pedestrian Access to the Building and Site

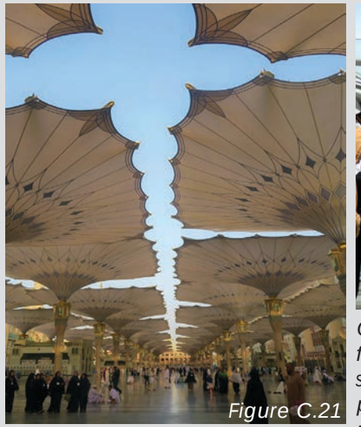


Figure C.21

Figure C.22

Overhead structures provide cover from rain and snow and shade on sunny days. Consider also wind protection through windbreaks or buffer plantings.

Figure C.23

Aspirational Examples

Examples in Spokane

Left: an arcade on the Gonzaga campus.

Top right: the second floor of this building projects out over the main entrance and provides weather protection.

Bottom right: the Catalyst building's arcade

Figure C.24

Figure C.25

Figure C.26

C-6 Enhance Alleyways

To increase pedestrian safety, comfort, and interest; where proposed develop the alleyway in response to the unique conditions of the site or project.

Clarification:

Where alleys are adjacent to the site, develop the alleyway to respond to the unique conditions of the site or project. Consider uses that work synergistically with frontage sidewalks and more public spaces - alley improvements should not supplant or interfere with building frontages and primary entrances. Improvements should not interfere with the utilitarian functions of the alleyway.

Key Points:

Incorporate public art, lighting, specimen landscaping, and furniture that minimize encroachment within the alley space (e.g. murals, festoon lighting, potted plants, and mobile furniture).

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, E-1: Maximize Pedestrian Access to the Building and Site, E-3: Minimize the Presence of Service Areas

Figure C.26

Figure C.27

Beautiful overhead protection, decorative lighting, and alley-oriented businesses all contribute to the liveliness of urban alleys.

Figure C.28

Aspirational Examples

Examples in Spokane

Figure C.29

Figure C.30

This alley in the university district provides access for service vehicles, and the starkenss of the concrete is hidden by extensive vines.

D ARCHITECTURAL EXPRESSION

Area of Influence: Building, Structure, & Site

Design Objective

Architectural Expression guidelines assist designers and developers in creating skywalks that relate to the neighborhood context and promote quality development that reinforces the individuality, spirit, and values of Spokane. The guidelines are intended to promote architectural design that is complementary to Spokane's heritage and character. The following objectives and guidelines for Spokane primarily address the exterior of skywalks and their relationship to its architectural surroundings.

D-1 Create Transitions in Bulk and Scale

A building or structure's form should provide a transition in height, bulk, and scale of the overall development from neighboring or nearby areas with less intensive development.

Clarification:

This guideline refers to typical transitions found in the Spokane area, which are often demonstrated with building stepbacks, articulations of building planes and materials, and variable roof heights.

Key Points:

The images depicting Spokane examples (see figures D.04 and D.05) utilize a variety of interventions (transit shelter as arcade and highly articulated building façade) to effectively transition from buildings of significant bulk to the more human-scale public realm and adjacent architectural context.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-2: Reinforce Primary Building Entries , C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-3: Maintain the Prevailing Street Edge, D-5: Enhance the Skyline

Figure D.01

Figure D.02

Figure D.03

Left: a building in Frankfurt, Germany uses curvilinear glazing to reduce the structure's bulk.

Center: the undulating wall of Tanner Springs Park in Portland, Oregon creates a fun transition between the surrounding office builidngs and the sunken natural area.

Right: skyscrapers in Chicago, Illinois use step backs to reduce bulk.

Aspirational Examples

Examples in Spokane

Figure D.04

Figure D.05

Above: the window placement and accents create symmetry and texture. The smaller shapes created by the window accents function to lessen the overall bulk.

Left: due to its placement behind the sidewalk, the bus shelter outside Lewis and Clark High School provides a transition in architecture thereby lessening the bulk of the school building.

D-2 Design a Well-proportioned and Unified Building/Structure/Site

Compose the massing and organize the publicly accessible interior and exterior spaces to create a well-proportioned building/structure that exhibits a coherent conformance with the original parti.

Clarification:

Design the architectural elements and finish details to create a unified building/structure, so that all components appear integral to the whole.

Key Points:

The Gonzaga University's School of Law building (see figure D.09) uses its own strong architectural language to establish a unified composition, whereas the Liberty Park Branch Library (see figures D.10 and D.11) adopts a spatial language from the surrounding park to build a unified composition. Both buildings are well-proportioned and approach composition from different perspectives.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-6: Enhance the Building and Site with Landscaping, C-1: Design Façades at Many Scales, C-2: Reinforce Primary Building Entries , D-1: Create Transitions in Bulk and Scale, D-3: Maintain the Prevailing Street Edge, D-4: Design with a Legible Parti, D-5: Enhance the Skyline

Figure D.06

Figure D.07

These two buildings show the ability to achieve a well proportioned structure through very different means.

Figure D.08

This terraced hedge in Chicago softens the hardscape and brings balance to the space.

Aspirational Examples

Examples in Spokane

Figure D.09

Figure D.10

Top left: using traditional architecture techniques, this building uses stepped roof structures to acheive balance.

Top and bottom right: The Liberty Park Branch Library utilizes contemporary architecture as well as synergy with the surrounding park to achieve balance and proportion.

Figure D.11

D-3 Maintain the Prevailing Street Edge

Design new buildings/structures to help define and maintain the street edge.

Clarification:

Building/structure and site frontages should have active and direct engagement to the street to support pedestrian-oriented activity. Street edges help define public space and promote a continuity of urban fabric along with supporting a pedestrian-oriented experience.

Key Points:

The scale and harmony of architectural expressions along a block are key features that contribute to a public realm's ability to support vibrant pedestrian activity. Street edges are the "walls" that define the public room of every well-composed streetscape.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/Structure/Site, E-2: Minimize the Impact of Parking Facilities Along Street Frontages

Figure D.11

Figure D.12

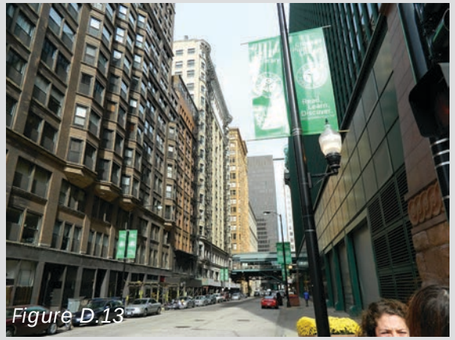


Figure D.13

At the far end of the prevailing street edge concept, these European streets have an undeniable street edge to which al the buildings align.

Figure D.14

Aspirational Examples

Examples in Spokane

Figure D.15

The façade of Wilson Elementary School precisely aligns to the façade of the homes down the street.

D-4 Design with a Legible Parti

A good design has a central organizing thought or decision guiding the overall concept. This influencing precept can be depicted as a simple diagram and explanatory statement typically referred to as a parti.

Clarification:

Since the design of a site, public realm, and building/structure should have an organizational concept experienced through scale, proportion, enclosure, and compositional clarity. This parti should not be modified during the design evolution of a project, but should serve as a guide to resolve design issues throughout the maturation of the project.

Key Points:

The images for this guideline (see figures D.16-D.21) depict projects whose organizational logic is well-expressed and was consistent throughout the various projects' design evolution.

Related Design Criteria:

Design Guidelines: A-4: Design for Change, B-1: Provide Elements that Define the Place, B-6: Enhance the Building and Site with Landscaping, D-2: Design a Well-proportioned and Unified Building/Structure/Site, D-5: Enhance the Skyline

Figure D.16

Figure D.17

Chicago's "Cloud Gate" and Hard Rock Cafe along with the Pompidou Museum and plaza in Paris all give off clear messages as to their design concepts.

Figure D.18

Aspirational Examples

Examples in Spokane

Figure D.19

Figure D.20

Figure D.21

Top and bottom left: The Hive in East Central Spokane was designed around the industrial and auto centered businesses in the area, and used materials reminiscent of industry. The signage mirrors the mid-century vibe of nearby businesses as well.

Right: A Place of Truths Plaza in downtown Spokane is infused with art and elements celebrating the tribal history and sacred connection to Spokane River.

D-5 Enhance the Skyline

Design the upper portions of buildings to create visual interest and variety in the City, Neighborhood, and/or District skyline.

Clarification:

Respect noteworthy structures within the vicinity of a project site, in order to respond and contribute to the skyline of the surrounding built context. In this guideline, the term "skyline" is scalar in nature. That is, the larger city has a specific skyline defined by it's tallest structures. Neighborhoods, districts, and blocks also have unique skylines defined by their taller structures (which may not correspond with the tallest buildings in the surrounding city).

Key Points:

While the images for this guideline (see figures D.22-D-26) depict skylines at a city scale (i.e. of downtown cores) skylines that may influence any particular project may be found at various scales depending on the area of influence of the project site (e.g. blocks, districts, neighborhoods, cities, or regions).

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-1: Provide Elements that Define the Place, B-2: Provide Context Sensitive Signage and Lighting, C-1: Design Façades at Many Scales, C-4: Provide a High-Quality Design for the Public Realm, D-1: Create Transitions in Bulk and Scale, D-2: Design a Well-proportioned and Unified Building/ Structure/Site, D-4: Design with a Legible Parti

Figure D.22

Figure D.23

Figure D.24

Various notable skylines around the world: Singapore (Malaysia), New York City (USA), and Frankfurt (Germany).

Aspirational Examples

Examples in Spokane

Figure D.25

A view of Spokane's downtown at sunrise, viewed from the north.

Spokane's skyline viewed from the western edge of Kendall Yards, along Centennial Trail.

Figure D.26

E ACCESS & SCREENING

Area of Influence: Building, Structure, & Site

Design Objective

Access and Visual Impact guidelines assist designers and developers in creating skywalks that minimize adverse environmental impacts.

E-1| Maximize Pedestrian Access to the Building and Site

E-2| Minimize the Impact of Parking Facilities Along Street Frontages

E-3| Minimize the Presence of Service Areas

E-4| Design Sustainable Parking

E-1 Maximize Pedestrian Access to the Building and Site

Minimize adverse impacts of curb cuts and drive-aisles on the safety and comfort of pedestrians.

Clarification:

This guideline refers to potential impediments to the free flow of pedestrians onto a site from the public realm. Vehicle turn lanes, curb cuts, service areas, and blank walls can all dissuade pedestrians from being able to comfortably approach, or cross adjacent to, buildings and sites.

Key Points:

The images of Spokane projects (see figures E.04 and E.05) depict conditions where pedestrian access to a site or building is prioritized above vehicular access. The aspirational examples (see figures E.01-E.03) also depict a variety of spaces with generous details that emphasize pedestrian access.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, A-2: Provide a Sustainable Framework, A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space, B-6: Enhance the Building and Site with Landscaping, E-2: Minimize the Impact of Parking Facilities Along Street Frontages, E-3: Minimize the Presence of Service Areas

Figure E.01

Figure E.02

Figure E.03

Large entry plazas separated from vehicular travel, pedestrian-scale lighting, seating, and landscaping all ensure safe and comfortable access to these public buildings.
Top left and right: open spaces in Portland Oregon. Bottom right: Scottish Parliament Building in Ediburgh, Scotland

Aspirational Examples

Examples in Spokane

Figure E.05

Left: Direct access to the front door of the building from and through the parking lot make for easy and safe pedestrian movement through vehicle-focused areas.

Right: Curb-free entrance plazas allow wheeled pedestrians a wider range of options to access the building. Stone bollards block vehicles from entering the plaza.

Figure E.04

E-2 Minimize the Impact of Parking Facilities along Street Frontages

Minimize the visual impact of parking by designing parking facilities into the building/structure, e.g. below ground, behind veneer non-parking uses, or above the ground floor.

Clarification:

Incorporate contextual architectural treatments or suitable landscaping to enhance the safety and comfort of people using the facility as well as passersby.

Key Points:

The Department of Environmental Quality's surface parking lot (see figure E.10) is screened from the street with enhanced landscaping. Gonzaga University's Hamilton Street parking garage (see figure E.09) is screened from the street by the introduction of a veneer of institutional space (campus office space and bookstore). In both cases, the visual presence of a higher concentration of parked vehicles adjacent to the street is either eliminated or mitigated.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, A-3: Accomodate the Multi-modal Transportation Network, B-2: Provide Context Sensitive Signage and Lighting, B-3: Design for Personal Safety and Security, B-4: Universal Design, B-5: Provide Inviting and Usable Open Space,B-6: Enhance the Building and Site with Landscaping, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, D-3: Maintain the Prevailing Street Edge, E-1: Maximize Pedestrian Access to the Building and Site

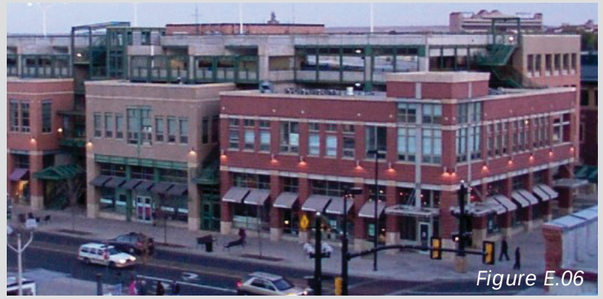


Figure E.06

Figure E.07

Figure E.08

Top left: the parking garage is set back from the street and behind retail shops so it takes up minimal street frontage.

Top right: Plantings and a decorative wall screen the surface parking lot.

Bottom right: plants and decorative screens help screen the parking garage from view.

Aspirational Examples

Examples in Spokane

Figure E.09

Figure E.10

Left: this parking garage on the Gonzaga University campus incorporates retail and screens to minimize the visual impact.

Right: plantings are used to create a visual buffer between the parking lot and the sidewalk.

E-3 Minimize the Presence of Service Areas

Screen service areas and mechanical equipment from the view of passersby.

Clarification:

Locate service areas for dumpsters, recycling facilities, loading docks and mechanical equipment away from street frontages where possible. Minimize adverse smells, sounds, views, and physical contact by keeping such service areas away from the public realm.

Key Points:

The Liberty Park Branch Library (see figure E.15) utilizes an aesthetic screen/enclosure to visually shield the HVAC and other machinery. The material used for this enclosure is identical to the exterior finish material used for the main building.

Related Design Criteria:

Design Guidelines: A-1: Provide a 360-degree Design, B-1: Provide Elements that Define the Place, B-6: Enhance the Building and Site with Landscaping, C-3: Develop Pedestrian-oriented Spaces Along Street Frontages, C-4: Provide a High-Quality Design for the Public Realm, C-6: Enhance Alleyways, E-1: Maximize Pedestrian Access to the Building and Site

Figure E.11

While an enclosure or screen are common ways to hide service areas and mechanical equipment, planting trees and shrubs in front of those areas can be just as effective.

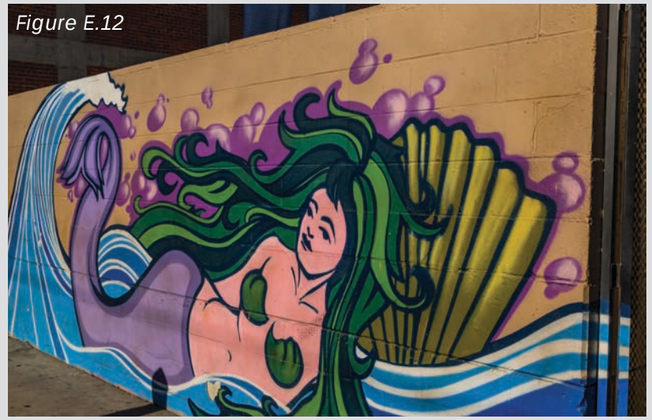


Figure E.12

Commissioning a local artist to paint a brick enclosure is a fantastic way to bring character to a space.

Aspirational Examples

Examples in Spokane

Figure E.13

Top left and top right: A tall concrete service area accessed by large delivery trucks is tucked behind the spruce tree.

Bottom right: service area is cleverly disguised behind an enclosure made of the same material as the main building.

Figure E.14

Figure E.15

E-4 Design Sustainable Parking

Design places for parking that mitigate automobile and impervious surface impacts to air, temperature, and water; and improve the City's visual and environmental quality.

Clarification:

This design guideline refers to all parking facilities (structures and surface lots). Consideration should be given to on-site stormwater infiltration/ retention (e.g. permeable pavement), surface treatments that moderate heat island effects, and provide opportunities for energy conservation/ generation (e.g. photovoltaic panels, electric vehicle charging stations).

Key Points:

The parking lot for The Hive on Sprague Avenue (see figure E.19) uses rain gardens and electric vehicle charging stations as sustainable features.

Related Design Criteria:

Design Guidelines: A-2: Provide a Sustainable Framework, A-3: Accomodate the Multi-modal Transportation Network, A-4: Design for Change, B-6: Enhance the Building and Site with Landscaping,

Figure E.16

Figure E.17

Solar panels built into shade structures, charging for electric vehicles, rain gardens to capture surface runoff, and permeable paving are all excellent ways to fascilitate sustainable parking.

Figure E.18

Aspirational Examples

Examples in Spokane

Figure E.19

Landscape swales designed to capture surface runoff from the adacent parking lot.

Figure E.20

Landscape strip functions as a buffer between pedestrians and vehicles while also capturing and purifying surface runoff from the parking lot.

Glossary of Terms

Glossary of Terms

Action Approving Authority: Any City official that may initiate the design review process, accept final recommendations, or render final determinations regarding design review. Actions Approving Authorities at the City include the Hearing Examiner, the Planning Director, or the City Engineer. While not considered an action approving authority, the Plan Commission may request the Design Review Board's review and recommendations of any urban design portions of plans or codes under its consideration.

Active Street Edge: In addition to the four horizontal elements of sidewalks (see *Sidewalk Zones*), there are three distinct vertical zones on the ground floor façades of buildings adjacent to sidewalks. These are (see figure below):

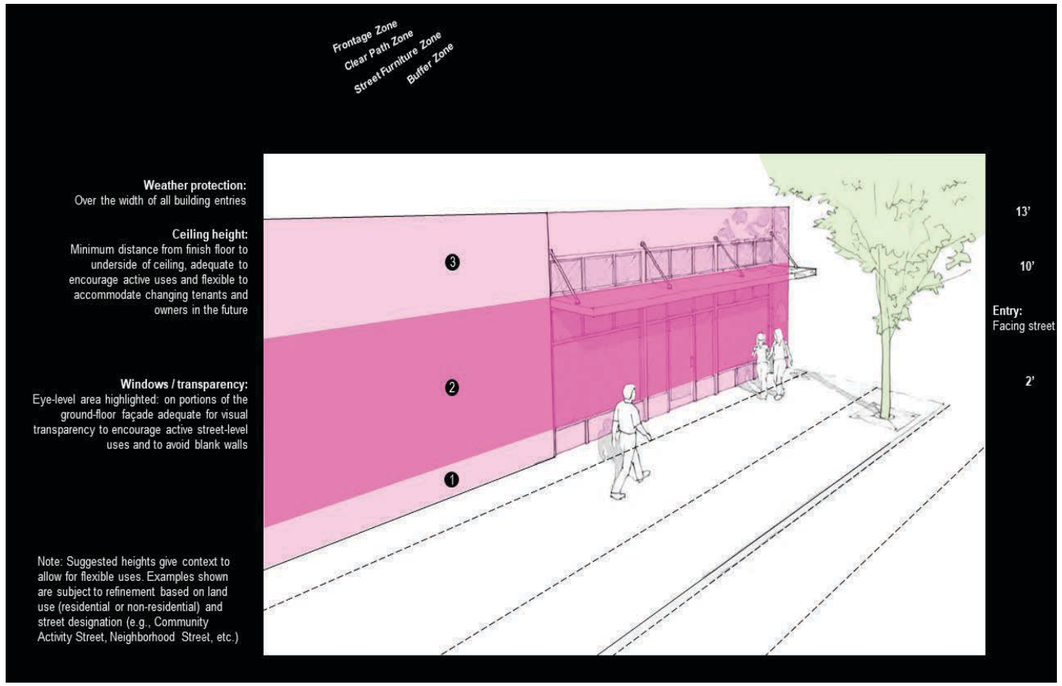


Image modified from the National Association of City Transportation Officials

1. **Bulkhead/Kickplate Zone**

The portion of the ground floor closest to the ground plane. Typically this zone ranges from 1- to 2-feet in height. This portion is often opaque and more resilient to impact.

2. **Storefront/Window Zone**

The portion of the ground floor with the greatest level of transparency, the purpose of which is to establish a visual connection between the activities within the building and those on the sidewalk.

3. **Transom/Ceiling Zone**

The portion of the ground floor accommodating transitional elements from the ground floor to the upper floors. Exterior elements often include marquees, awnings, transom windows, signage, and cornices.

Area of Influence: As every building and site rests within a variety of contexts, each design guideline category is provided with the relative scale in which potentially influencing factors may be found or wherein they may be expressed. These are, from largest to most local: Region, City, Neighborhood, District, Public Realm, Site, and Building/Structure.

Civic Use: Within the context of the Spokane Municipal Code, and the range of uses typically referred to as civic in nature, a Civic Use is an enclosed/conditioned space that can accommodate a range of public functions operating under the auspices of a government body. Such uses may include offices, public schools or colleges, public health clinics or hospitals, community centers, libraries, museums, fire houses, police stations, and courts of law.

Contextual: An attribute of a context area (similar to an Area of Influence), a project or design element that is contextual is one that responds to social, cultural, or historic stimuli that may influencing a site, structure, or building. A good example of contextual design is one that seamlessly weaves into an existing neighborhood or street.

de minimis Change: Any change to a project's design after the conclusion of design review that would have a negligible effect on the final recommendations provided to the City's action approving authority. See *Substantial Change*.

Design Departure: While the design review process cannot waive compliance with a design standard, a design departure can grant the approval of an alternative means of complying with a standard. The alternative design must comply with the decision criteria for design departures listed in the Unified Development Code (Spokane Municipal Code 17G.030.040.A-F).

Design Guideline: A set of design parameters for developments which apply to projects that would trigger design review. These parameters may be unique to a design district, sub-district, overlay zone, or to specific project types. The guidelines, as design criteria, are adopted public statements of intent and are used to evaluate the acceptability of a project's design (Spokane Municipal Code 17A.020.040.L). Design guidelines help ensure that the design review process will result in advice and recommendations rendered which stay focused on the community's set of aesthetic expectations for the projects being reviewed.

Design Standard: A set of design parameters for developments which apply to all projects within a specific land use category. These parameters are written into every zoning category of the Unified Development Code and compliance is obligatory.

Façade: The exterior wall of a building. While often associated with the front (or *face*) of a building, façades are typically those portions of a building's exterior that can be viewed from a public way or street.

Fenestration: The arrangement and design of penetrations in the exterior wall of a building, typically exterior windows and doorways. The term may encompass the pattern of open-air passageways through a building or the design of a building's arcade.

Green: See *Sustainable*

Living in Place: Related to Aging in Place, Living in Place refers to the design of a district, street, site, or building that is intentionally composed to be accessed, understood, and used to the greatest extent possible by all people regardless of their age, size, ability, or disability. Unlike Aging in Place, Living in Place is not restricted to only accommodating the needs of people as they age.

Glossary of Terms (continued)

Parti: A good design has a central organizing thought or decision guiding the overall concept. This influencing precept can be depicted as a simple diagram and explanatory statement, typically referred to as a parti. As the design of a site, public realm, and building should have a comprehensive concept experienced through scale, proportion, enclosure, and compositional clarity this coordinating precept can be expressed in the parti's diagram and statement. A parti is derived prior to the development of a project's plan, section, or elevation diagrams.

Plinth: In urban design a plinth is defined as a projecting masonry coursing that forms a platform for a building. Such a course is typically knee-high, though taller plinths may be used to add monumentality to landmark buildings.

Public Realm: Those parts of the urban fabric that are held in common, either by physical occupation or visual association. This includes, but is not limited to plazas, squares, parks, vistas, streets, public frontages, private frontages, civic buildings, and certain spaces in commercial developments like the common areas of malls and hotels. There is an ethical and civic connotation to the term that transcends the mere physical, legal, or utilitarian. On a street, the public realm is the entire space formed by the adjacent buildings/structures and site improvements.

Resilient: See *Sustainable*

Sidewalk Zones: The various portions of a public sidewalk with discrete functions. These are (see figure, below):

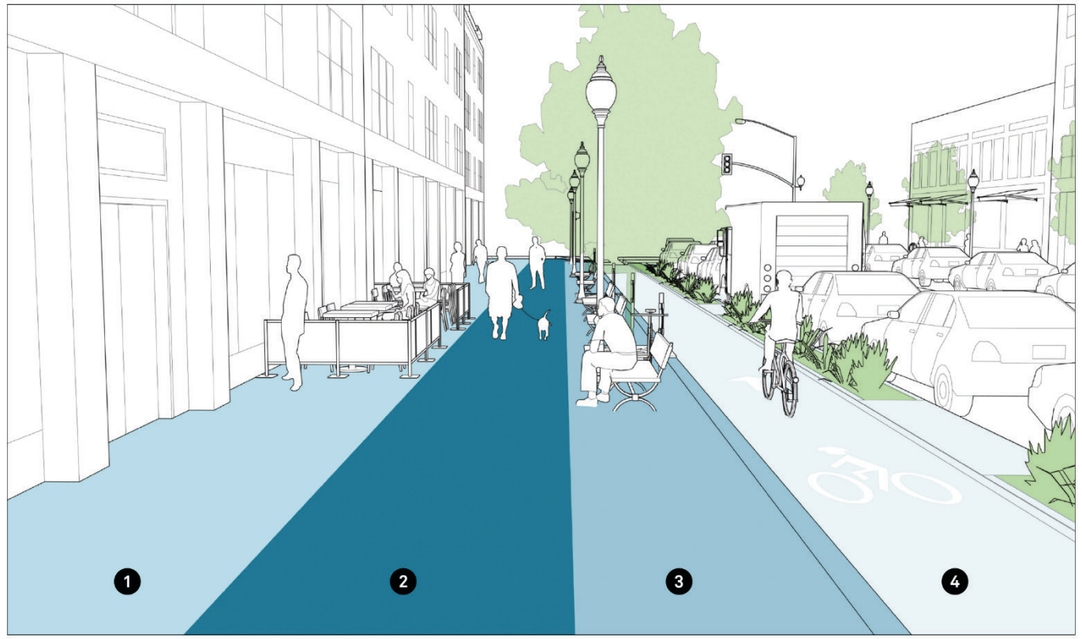


Image from Global Designing Cities and the National Association of City Transportation Officials

1. Frontage Zone

The section of the sidewalk that functions as an extension of the building, whether through entryways and doors or sidewalk cafés and sandwich boards. The frontage zone consists of both the facade of the building fronting the street and the space immediately adjacent to the building.

2. Clear Path Zone

The pedestrian clear path defined by the primary, dedicated, and accessible pathway that runs parallel to the street. The clear path ensures that pedestrians have a safe and adequate place to walk and should be 5-feet wide in residential settings and 7- to 12-feet wide in downtown or commercial areas with heavy pedestrian volumes.

3. Street Furniture Zone

The section of the sidewalk between the curb and the clear path, in which street furniture and amenities such as lighting, benches, newspaper kiosks, transit facilities, utility poles, tree pits, and cycle parking are provided. The street furniture zone may also contain green infrastructure elements such as rain gardens, trees, or flow-through planters.

4. Buffer Zone

The space immediately next to the sidewalk that may consist of a variety of different elements. These include curb extensions, parklets, stormwater management features, parking, cycle racks, cycle share stations, and curbside cycle tracks.

Substantial Change: Any change to a project's design after the conclusion of design review that may take a project out of compliance with the final recommendations provided to the City's action approving authority. A substantial change to a project's design would typically result in further design review, remanding the project back to either urban design staff or the full Design Review Board to determine if additional, or revised, recommendations are warranted.

Superior in Design Quality: A determination that an alternative means of complying with the intent of a design standard would result in a greater compliance with the set of applicable design guidelines than what would be potential achieved by complying with the requirements (R) or presumptions (P) written in the design standard's implementation section.

Sustainable: An attribute or action that does not completely use up or destroy a resource. A design element that is sustainable is one that can last for a long time or can be easily repaired using local and readily available materials and techniques. A design element may also facilitate an occupant or user lifestyle involving sustainable methods. Typically, sustainable efforts focus on reducing, reusing, and recycling of valuable and limited resources.

Thoroughfare: An all-encompassing term used to describe a public way whose principal function is to convey goods and people. This includes pedestrians, cyclists, transit riders, drivers, and heavy freight operators. The elements of thoroughfares include sidewalks (frontage zone, pedestrian through zone, furnishing/landscaping zone, curb zone), the flexible area (on-street parking, bicycling lanes), and the vehicle realm (travel lanes, transit lanes, turning lanes, boulevard landscaping). A term often used instead of *street*, as the latter can be limited in perception as a conveyance for motorized vehicles.

Urban Fabric: The physical aspect of urbanism. This term emphasizes building forms, streets, open space, streetscapes, and frontages, while excluding without prejudice ecological, functional, economic, and sociocultural aspects.

Visitability: A design solution for residential uses that eliminates major accessibility barriers. Visitability design includes the following three elements: 1) at least one zero-step entrance on an accessible route leading from a driveway or street sidewalk, 2) all interior doors being wide enough to allow a wheelchair to pass through, and 3) a least one toilet (half bath) on the main floor. A distinct advantage of incorporating these elements in a residential unit is that it will allow an easier conversion of a portion of the main floor into a non-residential use. A term related to Living in Place.

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UPDATED APRIL 2022

Design Guidelines for

Skywalks

Publication Page & Date

The the City of Spokane Design Guidelines for Skywalks were developed in collaboration with residents, community organizations, agency partners, and the City of Spokane.

The City of Spokane hired Urbsworks, an urban design firm out of Portland, to assist with Phase I of the project: initial research, workshops, and findings. City staff used the information presented by Urbsworks to complete Phase II: writing the guidelines and presenting them to the technical team, stakeholders, and the general public before bringing the guidelines to City Council for approval.

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Project background, explanation, purpose

Guideline vs. Standard
What is a Design Guideline?

Design Guidelines: A set of design parameters for development which apply within a design district, sub-district, or overlay zone.

The guidelines are adopted public statements of intent and are used to evaluate the acceptability of a project's design. (Spokane Municipal Code 17A.020.040.L)

In practice, since design review is an advisory process only, the adopted Design Guidelines help guide conversations that Urban Design staff and the Design Review Board have with a design review applicant.

… Ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan. (Spokane Municipal Code 04.13.015.B)

The guidelines help ensure that these conversations, and the advice rendered, stays focused on the community's set of aesthetic expectations for the public realm elements of a project or plan.

How is this different than a Design Standard?

Design Standard: an obligatory design requirement for any project.

These standards are not advisory, they must be followed – just like the requirements in the building code, fire code, or electrical code.

The design review process cannot waive compliance with these standards.

While Design Standards and Design Guidelines are similar in that they are both about a project's design, they differ mostly in that the standards are mandatory obligations applied to that project – while guidelines are a list of relevant subjects, and examples, intended to improve the design of any project subject to design review.

The standards were adopted to ensure that all development in the city achieve a minimum quality of design.

The guidelines are used in order to improve the quality of design above bare minimums, for a select set of projects. Those projects have already been identified by the community for special consideration.

Design Guidelines for Skywalks

This category of project includes any type of structure or building intended to be built over a publicly-owned right-of-way. Here's a brief list these kinds of projects:

- *Conventional Skywalks (like those in the downtown)*
- *Buildings over public streets (like some in the areas around the hospitals)*
- *On/Off-ramps to elevated structures located on adjacent parcels*

Figure i.01

How to use this booklet

Guideline

Clarification

Provides a description of the guideline as it applies to the project type

A-1 360-degree Design

Skywalks should respond to the local area context, the public realm and the relationships with adjacent buildings, and should be shaped to consider the quality and functionality of the urban fabric. Locate and shape skywalks to maintain public views of important structures, places and natural landscape features. Shape skywalks to respond to the setbacks, fenestration patterns, adjacent traffic control devices, wayfinding signage, and important horizontal datums of adjacent structures. Design all visible facades with similar effort and consideration as facades of the connecting buildings.

Clarification:
Skywalks are a relatively contemporary building type and can be heavily reliant on modern structural materials. These materials and their construction methods are not always visually compatible with the materials and methods employed in older buildings to which they may connect. Although the replication of architectural design and elements is not always necessary, or in some cases even desirable, efforts should be made to incorporate colors, textures, rhythms, repetitive patterns, shapes, etc. of a connecting building into the design of a skywalk. Care should be given to the relationship between a skywalk and its surrounding urban fabric so that views to important buildings, natural features, and key wayfinding elements are conserved.

Key Points:
An excellent example of a skywalk with a 360-degree Design consideration is the Stevens Street skywalk that connects the historic Lewis and Clark High School to the school's Hunter Field House. The expressed arch structure responds to the historic arched bridges and tunnels found in the downtown area, while its east connection to the high school relates well to the architecture of the historic structure.

Related Design Criteria:
Design Guidelines: B-2 Provide Context Sensitive Signage and Lighting, B-3 Design for Personal Safety and Security, C-3 Provide a High Quality Design for the Public Realm, D-1 Create Transitions in Bulk and Scale, D-2 Design a Well-proportioned and Unified Skywalk, and D-3 Enhance the Streetscape.

Examples of skywalks that exhibit excellent 360 degree design. They respond well to their surroundings and are designed to be visually engaging from multiple angles.

Aspirational Examples

Examples in Spokane

Top left: Skywalk at Howard and Main- responds to street below by providing overhead protection. Design ties into architecture of the Parkade.

Bottom left: The Stevens St. Skywalk connecting Lewis and Clark High School and the Hunter Field House displays an excellent response to the adjacent buildings.

Bottom right: The parkade skywalk carries the design down to the arcade.

Related Design Criteria

Other project type guidelines and design criteria associated with this guideline

Key Points

Examples from project types demonstrating compliance with the guideline

Images

Visuals to reinforce the explanatory text with descriptive captions and highlighted elements

Aspirational Examples

Images of exemplary design from national and international locales

Guidelines

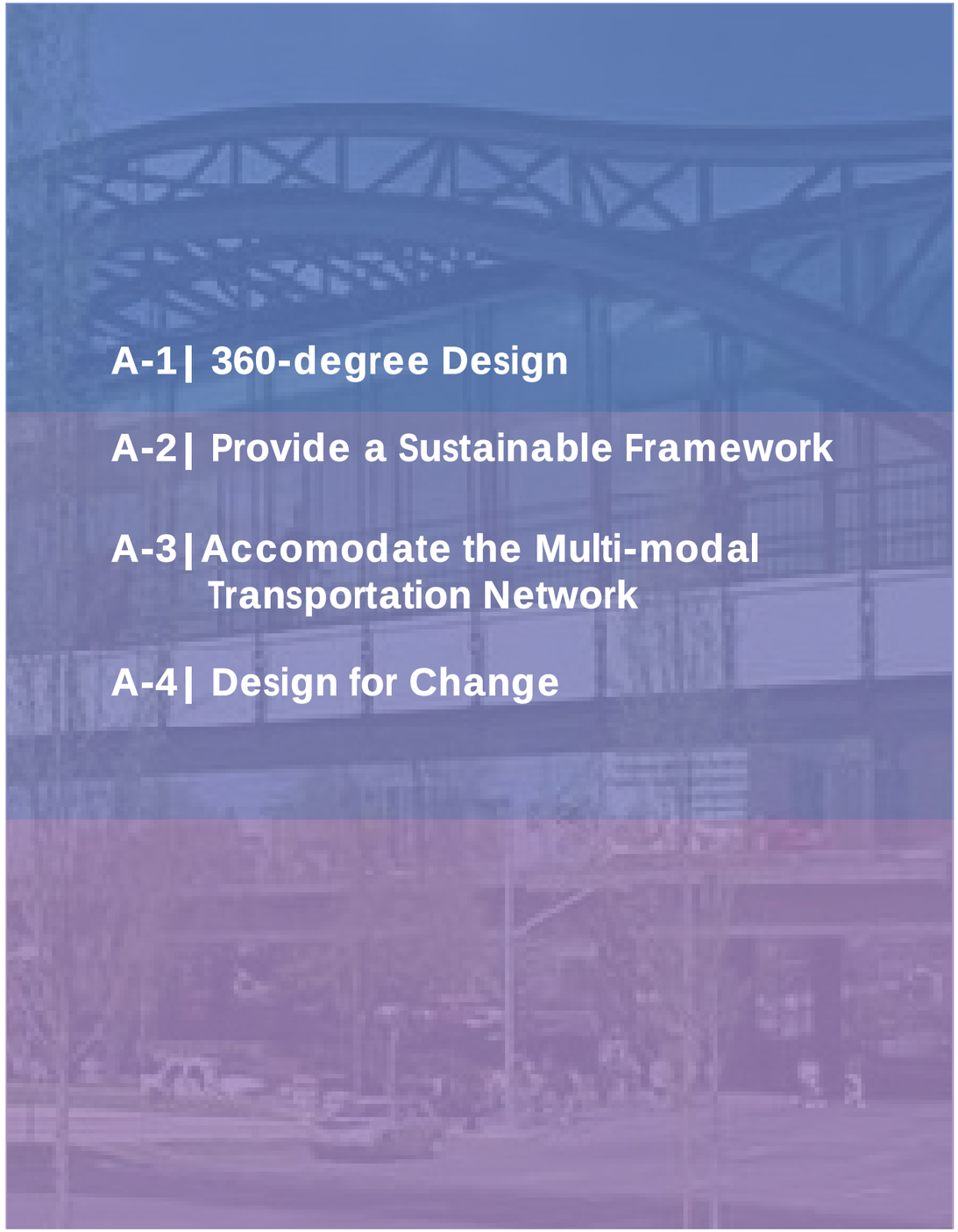
- **A** URBAN DESIGN
- **B** PUBLIC AMENITIES
- **C** PEDESTRIAN ENVIRONMENT
- **D** ARCHITECTURAL EXPRESSION
- **E** ACCESS & SCREENING

A URBAN DESIGN

Area of Influence: Region, City, Neighborhood, District

Design Objective

Urban Design guidelines assist designers and developers in recognizing and respecting physical systems that extend beyond the site so projects can respond to regional, municipal, neighborhood, and district patterns in space and time. Any new intervention should extend, mend, connect, or enhance the context through all aspects of the project, big and small—from public amenities to site design to the street-path network serving all modes of transportation, natural systems (e.g., natural resources, stormwater flow, topography, land forms), or historic settlement patterns.



A-1 360-degree Design

Skywalks should respond to the local area context, the public realm and the relationships with adjacent buildings, and should be shaped to consider the quality and functionality of the urban fabric. Locate and shape skywalks to maintain public views of important structures, places and natural landscape features. Shape skywalks to respond to the setbacks, fenestration patterns, adjacent traffic control devices, wayfinding signage, and important horizontal datums of adjacent structures. Design all visible facades with similar effort and consideration as facades of the connecting buildings.

Clarification:

Skywalks are a relatively contemporary building type and can be heavily reliant on modern structural materials. These materials and their construction methods are not always visually compatible with the materials and methods employed in older buildings to which they may connect. Although the replication of architectural design and elements is not always necessary, or in some cases even desirable, efforts should be made to incorporate colors, textures, rhythms, repetitive patterns, shapes, etc. of a connecting building into the design of a skywalk.

Key Points:
Care should be given to the relationship between a skywalk and its surrounding urban fabric so that views to important buildings, natural features, and key wayfinding elements are conserved. An excellent example of a skywalk with a 360-degree Design consideration is the Stevens Street skywalk that connects the historic Lewis and Clark High School to the school's Hunter Field House (see figure A.04). The expressed arch structure responds to the historic arched bridges and tunnels found in the downtown area, while its east connection to the high school relates well to the architecture of the historic structure.

Related Design Criteria:

Design Guidelines: B-1 Provide Elements that Define the Place, B-2 Provide Context Sensitive Signage and Lighting, C-1 Design Façades at Many Scales, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, D-1 Create Transitions in Bulk and Scale, E-1 Maximize Pedestrian Access to the Skywalk, E-2 Minimize Adverse Visual Impacts to Traffic Flow

Figure A.01

Figure A.02

Examples of skywalks that exhibit excellent 360 degree design. They respond well to their surroundings and are designed to be visually engaging from multiple angles.

Aspirational Examples

Examples in Spokane

Figure A.03

Top left: Skywalk at Howard and Main- responds to street below by providing overhead protection. Design ties into architecture of the Parkade.

Bottom left: The Stevens St. Skywalk connecting Lewis and Clark High School and the Hunter Field House displays an excellent response to the adjacent buildings.

Bottom right: The parkade skywalk carries the design down to the arcade.

Figure A.04

Figure A.05

A-2 Provide a Sustainable Framework

Design skywalks to incorporate sustainable design and energy efficiency principles. Skywalks should be designed to meet the City's environmental policies.

Clarification:

Skywalks are often designed as glazed, open-webbed structural bridges – as such their exterior skin offer little in the way of insulated protection from solar gains and inclement weather. Yet, a skywalk does contribute to the walkability between the connecting buildings while preserving the existing street grid. This increased pedestrian connectivity between buildings and city blocks can contribute to a sustainable framework.

Key Points:
Care should be given to incorporate insulated glazing and energy efficient heating, ventilating, and air conditioning system. Continuously glazed walls on a skywalk should be balanced against the demands of an energy efficient, well insulated wall system. Some skywalks are constructed with less glazing, providing a greater opportunity to insulate the exterior wall of the skywalk. Consider the use of energy-efficient heat-pump HVAC systems for skywalks to lessen the energy required to condition the skywalk interior.

Related Design Criteria:

Design Guidelines: A-3 Accomodate the Multi-modal Transportation Network, A-4 Design for Change, B-4 Universal Design, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, D-3 Enhance the Streetscape, E-1 Maximize Pedestrian Access to the Skywalk, E-2 Minimize Adverse Visual Impacts to Traffic Flow

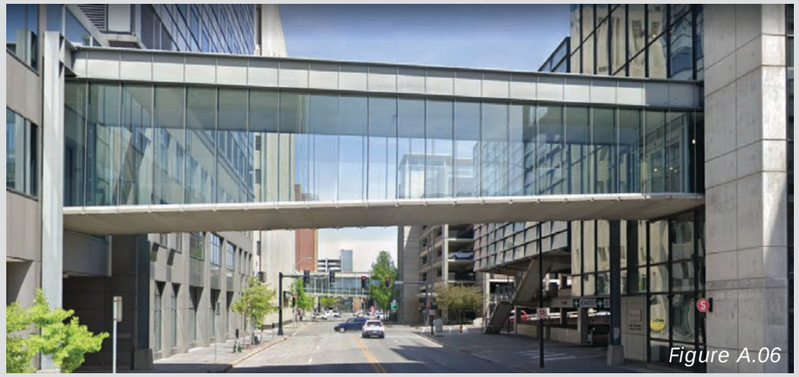


Figure A.06

- *Increases pedestrian network*
- *May use insulated glazing*
- *May use green roofs for cooling*
- *May use energy-efficient heat-pump HVAC systems*

Aspirational Examples

Examples in Spokane

Figure A.07

An example of a skywalk using a more insulated exterior wall.

A-3 Accomodate the Multi-modal Transportation Network

Design skywalks to create livable and memorable places within desirable environments where people want to spend time engaging in social, civic, and recreational activities. Skywalks that encourage connections with a variety of transit modes and enhance their immediate environment with amenities are highly encouraged. 'Multi-modal' includes all forms of transportation (walking, biking, transit riding, and driving) without exclusion.

Clarification:

As skywalks are considered an addition to the public realm of the adjacent pedestrian street environment, their successful integration into the surrounding sidewalk system and any nearby public open spaces, as well as the mass transit accommodations within these elements cannot be understated. Care should be given to ensuring that the location of skywalks does not impede the view of pedestrian or vehicular traffic signage. While vertical circulation (stairs/elevators) located in the public right-of-way is one way to successfully knit the skywalk improvement into the surrounding pedestrian circulation system, such accommodations should not come at the expense of all the other multi-modal transportation improvements located at the street-level.

Key Points:

An example of a successful integration of a skywalk into the pedestrian realm of the street level is the exterior stairwell from the skywalk to the sidewalk found at the southeast corner of the intersection of Main Avenue and Howard Street (see figure A.11). Another excellent example are the two skywalks servicing the Spokane Transit Authority's Downtown Bus Plaza facility, one of which bridges over Riverside Avenue while the other bridges over Wall Street.

Related Design Criteria:

Design Guidelines: A-2 Provide a Sustainable Framework, A-4 Design for Change, B-4 Universal Design, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, D-3 Enhance the Streetscape, E-1 Maximize Pedestrian Access to the Skywalk, E-2 Minimize Adverse Visual Impacts to Traffic Flow

Figure A.08

Skywalks can provide safe pedestrian and bicycle circulation above busy streets, and easy access from pedestrian routes to bus stations and parking.

Aspirational Examples

Examples in Spokane

Below left: Bike and scooter racks outside the STA Plaza are conveniently close to the skywalk entrance.

Top right: Skywalks on Main and Howard provide safe pedestrian crossings above the street, increasing pedestrian circulation around the city block.

A stairway to the skywalk also provides access to the Parkade parking garage.

Figure A.09

Figure A.10

Figure A.11

A-4 Design for Change

Design and locate skywalks to be flexible enough to respond to future changes in use, lifestyle, and demography. This means designing for energy and resource efficiency while accepting that connecting buildings may change use and occupancies over time. Skywalks should have an unobstructed connection to the first finish floor elevation of connecting buildings and those buildings' public realm.

Clarification:

Skywalks should not impede a connecting building's changing uses or tenants, over time. Preserving this long-term adaptability extends to how pedestrians circulate through the connecting buildings and ultimately connect to the street level sidewalk network. This often means skywalks are best located closest to the primary entrances of the connecting buildings, as these entrances often lead to atria that provide the buildings' main vertical circulation elements.

Key Points:

Skywalks should not be located near street intersections, since such locations may correspond to the connecting buildings' primary entrances and may rely on the preservation of a one-way street network system. If a one-way street is considered for a potential two-way conversion, a too-close skywalk may pose a visual conflict with modified traffic signalization. A good example of a skywalk that can accommodate future changes to either connecting buildings or adjacent street reconfiguration is the skywalk connecting Deaconess Hospital to the Shriners' Hospital located just west of the intersection of 5th Avenue and Lincoln Street.

Related Design Criteria:

Design Guidelines: A-2 Provide a Sustainable Framework, A-3 Accomodate the Multi-modal Transportation Network, B-4 Universal Design, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages

This skywalk (Staple Street Skybridge, built in the Tribeca area of New York City in 1907) was originally constructed to connect a hospital emergency room and the building housing the hospital's laundry. Today, the spaces on both sides of the skywalk, and the skywalk itself, comprise a single residential live/work loft.

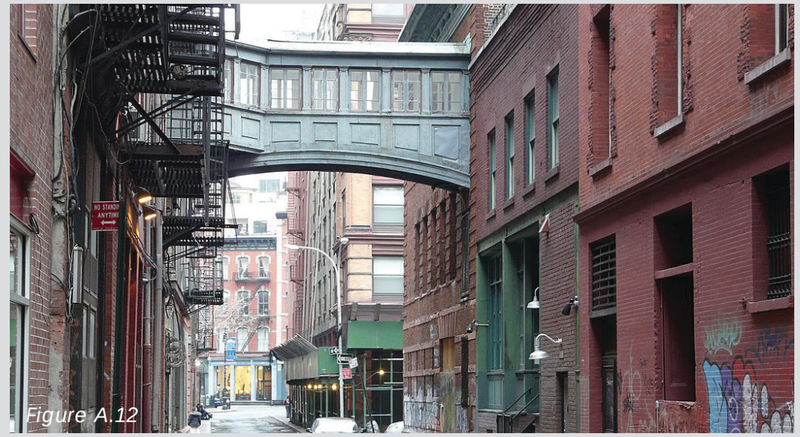


Figure A.12

Aspirational Examples

Examples in Spokane

The skywalk's direct connection to the core (most long-lived) elements of the connecting building (atrium, corridor, and vertical circulation) ensures that the skywalk can serve as a contributing element of a changeable urban environment.

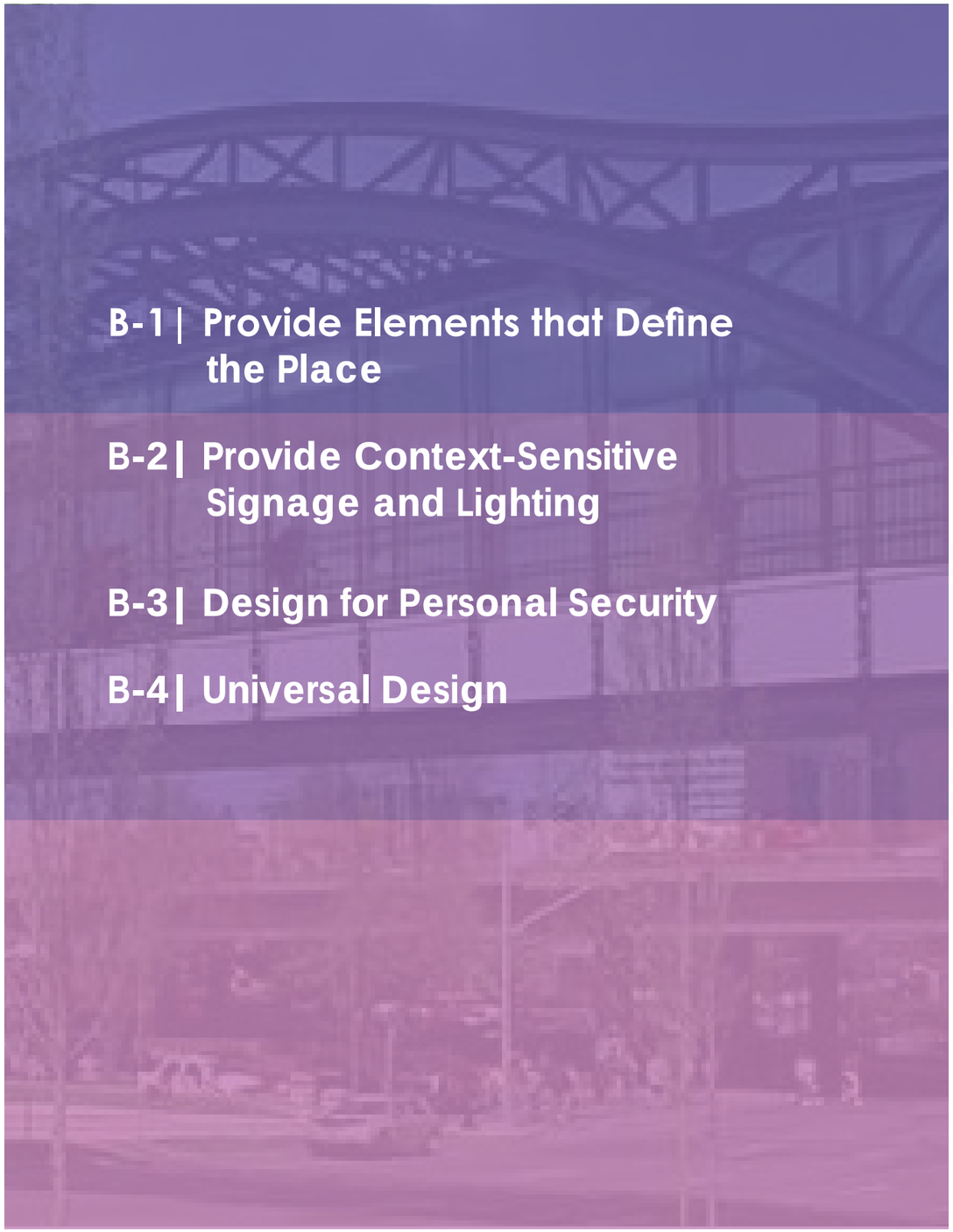
Figure A.13

B PUBLIC AMENITIES

Area of Influence: Public Realm

Design Objective

Public Amenity guidelines assist designers and developers in creating projects that enhance the public realm; including streetscapes and open spaces.



B-1 Provide Elements that Define the Place

Incorporate special elements on the facades to create a distinct, attractive, and memorable 'sense of place' associated with the skywalk and connecting buildings.

Clarification:

Renovations, restorations, and additions within Spokane should respect adjacent or nearby historic features. New skywalks in historic districts should strive to reflect the existing urban fabric and the predominate architectural features within the surrounding context. Although skywalks are akin to stand-alone physical structures, they have a great potential to significantly impact the architectural composition of the connecting building as well as the surrounding physical context. Care should be given to ensuring that a skywalk contributes to, and is sympathetic to, the architectural design of the connecting buildings. This would include, but is not limited to, fenestration pattern, façade articulation and rhythm, exterior finish material, lighting, and architectural details.

Key Points:

While the Stevens Street Skywalk has been mentioned in the A-1 Design Guidelines, it is also a good example of a skywalk that respects the historic building to which it connects by incorporating place-making elements that are sympathetic to, but not replications of, the historical character of the surrounding context. Another wonderful example is the skywalk running parallel to the Howard Street frontage of the Parkade (see figure B.04) as this structure utilizes the architectural elements of the Parkade while serving as a framing/gateway element between the street and the adjacent public plaza. Other excellent examples can be found in skywalks around the world that incorporate highly individual lighting and artistic schemes that imbue the surrounding areas with a unique aesthetic, offering memorable experiences to pedestrians and other travelers.

Related Design Criteria:
Design Guidelines: A-1 Provide a 360-degree Design, B-2 Provide Context Sensitive Signage and Lighting, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, D-3 Enhance the Streetscape

Figure B.01

Figure B.02

A very distinct skywalk offering unique and memorable views of the city.

Aspirational Examples

Examples in Spokane

Figure B.03

A mural at the entrance to an STA Plaza skywalk

Figure B.04

The skywalk at the Parkade effectively defines the edge of this public plaza, while serving as an extension of the connecting building's arcade.

B-2 Provide Context Sensitive Signage and Lighting

Design wayfinding signage appropriate for the scale and character of the skywalk and immediate neighborhood. All street-level wayfinding should be oriented to pedestrians in the immediate neighborhood and provide clear directions on how to access the skywalk. To promote a sense of security for people during nighttime hours, provide appropriate levels of lighting in the skywalk, on the underside and/or façades of the skywalk, and around any wayfinding signage.

Clarification:
As skywalks project over public rights-of-way they can often appear disconnected to the activities on the street and detract from the liveliness of the public realm. This disconnection can be remedied by providing signage that orients pedestrians (whether in the skywalk network or on the street) to the activities throughout the larger built environment. Additionally, unique lighting can be incorporated into a skywalk design that provides more than mere ambient lighting for pedestrians walking through the skywalk.

Key Points:
Well-lit and well-placed wayfinding signage located at both ends of the skywalk, providing directions for pedestrians to the connecting buildings' main vertical circulation routes and the primary entrances is an important element of good skywalk design. Additionally, how well the exterior of the skywalk is lit at night, and how lighting on the underside of a skywalk can help add a unique experience to the streetscape.

Related Design Criteria:

Design Guidelines: A-1 Provide a 360-degree Design, B-1 Provide Elements that Define the Place, B-3 Design for Personal Safety and Security, B-4 Universal Design, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, D-3 Enhance the Streetscape, E-1 Maximize Pedestrian Access to the Skywalk

Figure B.05

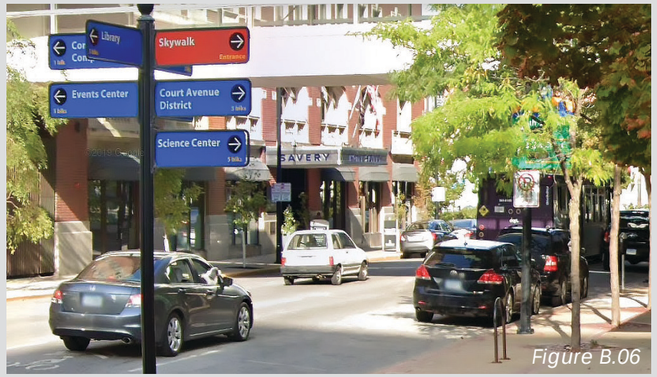


Figure B.06

Left: A skywalk in Germany illuminated at night. Right: Directional signage in Des Moines, Iowa.

Aspirational Examples

Examples in Spokane

Figure B.07

Figure B.08

Figure B.09

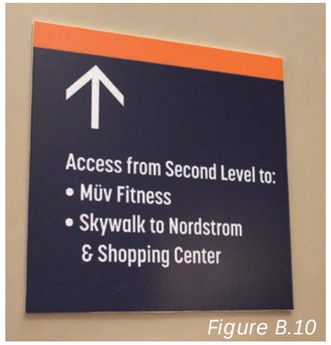


Figure B.10

Top left: the skywalk adjacent to the STA Plaza provides robust lighting for patrons.

Top right: lighting beneath the Parkade skywalk provides light for those on the street below, while accentuating a unique architectural feature.

Bottom left: prominent and legible directional signage in the M Building accommodates ease of access for patrons.

Bottom right: ground-level signage offers easy-to-read directions up to the skywalk.

B-3 Design for Personal Safety and Security

Promote a sense of security for people during nighttime hours. Design the skywalk to promote the feeling of personal safety and security in the immediate area. Implement appropriate Crime Prevention Through Environmental Design (CPTED) principals, with a heightened focus on increasing eyes-on-the-street to improve passive security.

Clarification:

Skywalks present a unique challenge to meeting the four guiding principles of CPTED: natural surveillance, access control, territorial reinforcement, and space management. Historically, only the natural surveillance principle has been addressed in skywalk design, and then achieved by simply maximizing the amount of clear vision glazing on the skywalks themselves. All three remaining principles are more adequately addressed by providing clear wayfinding signage, an unimpeded and well-lit visual connection between the skywalk network and the primary entrances of the connecting buildings.

Key Points:

Good examples of skywalks in Spokane that are designed to meet the broader range of CPTED principles are those found in the hospital district. Of note is the 5th Ave skywalk located between Lincoln and Wall Streets that connects the Deaconess Medical Center's Emergency Room and the Medical Office Building.

Related Design Criteria:

Design Guidelines: B-2 Provide Context Sensitive Signage and Lighting, B-4 Universal Design, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, D-3 Enhance the Streetscape, E-2 Minimize Adverse Visual Impacts to Traffic Flow

Figure B.11

Figure B.12

Above: skywalks can provide a well-lit, highly visible pedestrian environment.

Left: skywalks can serve as territorial reinforcement by assisting in the creation of a well-defined outdoor room.

Aspirational Examples

Examples in Spokane

Figure B.13

Figure B.14

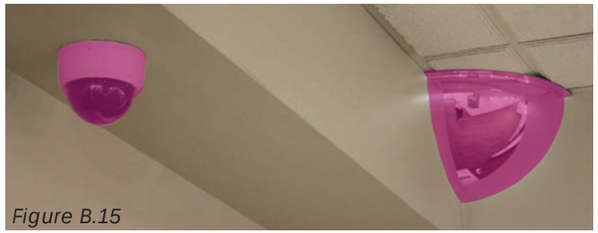


Figure B.15

Top left: Downtown skywalks provide a reprieve from harsh weather.

Top right: well-lit skywalks with straight alignments offer unobstructed passage between connecting buildings, while offering few areas for those seeking to avoid being seen.

Top left: Security cameras and corner mirrors along the Spokane skywalk network provide safety measures to patrons.

B-4 Universal Design

As a skywalk is part of the Public Realm it should be barrier-free, ergonomic, and accessible by all people regardless of physical ability or level of impairment. Skywalks shall be safe and accessible and contribute to a better public realm for people of all ages, genders, and abilities, especially the most vulnerable - children, seniors, and people with disabilities.

Clarification:

Skywalks should always be understood to be extension of the public sidewalk system, and as such should comply with all applicable design criteria found in the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the appropriate accessibility requirements stipulated in the city's building code.

Key Points:

As the elevation of the floors in the connecting buildings are often at different heights, the slope of a skywalk's travelway is often required to be pitched. Regardless of the exterior façade composition of a skywalk the interior travelway must comply with the ADAAG accommodation requirements for accessible routes.

Related Design Criteria:

Design Guidelines: A-2 Provide a Sustainable Framework, A-3 Accomodate the Multi-modal Transportation Network, A-4 Design for Change, B-2 Provide Context Sensitive Signage and Lighting, B-3 Design for Personal Safety and Security, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, D-3 Enhance the Streetscape, E-1 Maximize Pedestrian Access to the Skywalk

Figure B.16

the travel surface of skywalks should offer unimpeded access between connecting buildings, but that doesn't mean the rest of the skywalk can't be beautiful and fun!

Figure B.17

Aspirational Examples

Examples in Spokane

Figure B.19

The walking plane on this Spokane skywalk has a slight pitch- but not so steep that a wheelchair could not easily navigate it. Handrails are available to anyone needing a steady hand hold.

Ramps provide easy access for wheelchairs, strollers, walkers, etc. to the skywalk

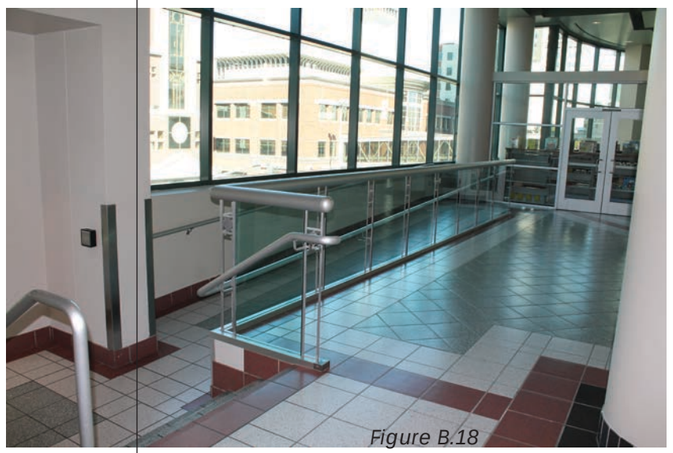


Figure B.18

C PEDESTRIAN ENVIRONMENT

Area of Influence: Public Realm

Design Objective

Pedestrian Environment guidelines assist designers and developers in creating skywalks that define the pedestrian environment.

The intent of the guidelines is to promote a safe and healthy environment where the pedestrian is the priority.

While there is a need for automobile, bicycle and transit in Spokane, in all cases the most important consideration is the ease of pedestrian movement.

Where intersections with other transportation modes occur, the pedestrian's comfort, safety and best interests must not be compromised.

The pedestrian should be unimpeded and relatively comfortable in all seasons and hours of the day, in all areas of Spokane.

C-1 Design Façades at Many Scales

Design architectural features, fenestration patterns, and material compositions that refer to the human activities contained within. Skywalk façades should be composed of elements scaled to promote pedestrian comfort, safety, and orientation. A skywalk's façade should create and reinforce a 'human scale' not only at the street level, but also as viewed from farther away.

Clarification:

Skywalks can serve as successful extensions of the connecting buildings' façades. Just as taller buildings are encouraged to contribute to the community's skyline through articulated roof lines and stepbacks, skywalks can also incorporate similar architectural features to contribute to the liveliness of the surrounding streetscape and the avoidance of canyon-like street corridors.

Key Points:

Care should be taken to avoid skywalk designs that block-out the sky while contributing little back to the liveliness of the streetscape below. While opaque roofs and solid soffits are often used in skywalk construction, these elements can be artfully detailed and articulated to add to the visual enjoyment of the streetscape.

Related Design Criteria:

Design Guidelines: A-1 Provide a 360-degree Design, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, D-1 Create Transitions in Bulk and Scale, D-2 Design a Well-proportioned and Unified Skywalk, D-3 Enhance the Streetscape

Figure C.01

The architecture and glazing patterns of this building have been clearly translated to the skywalks, providing the same level of design to the pedestrian realm.

Aspirational Examples

Examples in Spokane

Figure C.02

The design of the Parkade skywalk integrates the arches of the main structure into the street level detailing, providing appropriate scale to both facades.

Figure C.03

The addition of an entrance plaza below the skywalk abutment, and the use of a similar architectural vocabulary allows the skywalk to be seen as a pedestrian-scaled extension of the connecting building.

C-2 Reinforce Pedestrian Access

Design the ground level skywalk entrances to promote pedestrian comfort, safety, and orientation.

Clarification:

Because skywalks often span between the upper floors of connecting buildings, how pedestrians gain access to the skywalks from the street level is an often-overlooked design element. The design of the skywalk must include the primary means of pedestrian access to and from the street. Sometime this can be accomplished by including a stair or elevator directly from the skywalk to the sidewalk, though mostly this is accomplished by the skywalk connecting directly to the connecting buildings' primary entries lobbies and primary corridors.

Key Points:

A good local example is the Main Avenue skywalk that connects River Park Square to the Crescent Building, as this skywalk leads directly to the primary circulation corridors in these two buildings.

Related Design Criteria:

Design Guidelines: A-1 Provide a 360-degree Design, A-2 Provide a Sustainable Framework, A-3 Accomodate the Multi-modal Transportation Network, B-2 Provide Context Sensitive Signage and Lighting, B-4 Universal Design, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, D-3 Enhance the Streetscape, E-1 Maximize Pedestrian Access to the Skywalk, E-2 Minimize Adverse Visual Impacts to Traffic Flow

Figure C.04

Left: a fun, well lit skywalk provides safe pedestrian access via ramps on either side of the roadway.
Right: the skywalk is accessed by a staircase.

Figure C.05

Signage at the ground level directs pedestrians to the skywalk.

Aspirational Examples

Examples in Spokane

Figure C.06

The Parkade's spiral staircase brings people from the parking garage to the sidewalk and a comfortable pedestrian environment.

Signage helps people find the entrances to nearby skywalks.

Figure C.07

C-3 Develop Pedestrian-oriented Spaces Along Street Frontages

Designs should create human-scale spaces in response to how people engage with their surroundings, by prioritizing active street frontages, clear paths of pedestrian travel, legible wayfinding, and enhanced connectivity. This strategy promotes healthy living, increases economic activity at the street level, enables social interaction, creates equitable and accessible public spaces, and improves public safety by putting eyes and feet on the street. Skywalks should not discourage street level activity.

Clarification:

This guideline promotes healthy living, increases economic activity at the street level, enables social interaction, creates equitable and accessible public spaces, and improves public safety by putting eyes and feet on the street. Skywalks should not discourage street level activity, and in their design should improve the public realm.

Key Points:

A good pedestrian-oriented area adjacent to a skywalk can be found at the plaza immediately south of the Parkade, as itis framed by a skywalk. In addition, the skywalk above the main entry to 809 Main Avenue (see figure C.11) accentuates this primary entrance while emphasizing the improved public realm of the sidewalk.

Related Design Criteria:

Design Guidelines: A-2 Provide a Sustainable Framework, A-3 Accomodate the Multi-modal Transportation Network, A-4 Design for Change, B-1 Provide Elements that Define the Place, B-2 Provide Context Sensitive Signage and Lighting, B-3 Design for Personal Safety and Security, B-4 Universal Design, C-1 Design Façades at Many Scales, C-2 Reinforce Pedestrian Access, C-4 Provide a High-Quality Design for the Public Realm, D-3 Enhance the Streetscape, E-1 Maximize Pedestrian Access to the Skywalk, E-2 Minimize Adverse Visual Impacts to Traffic Flow

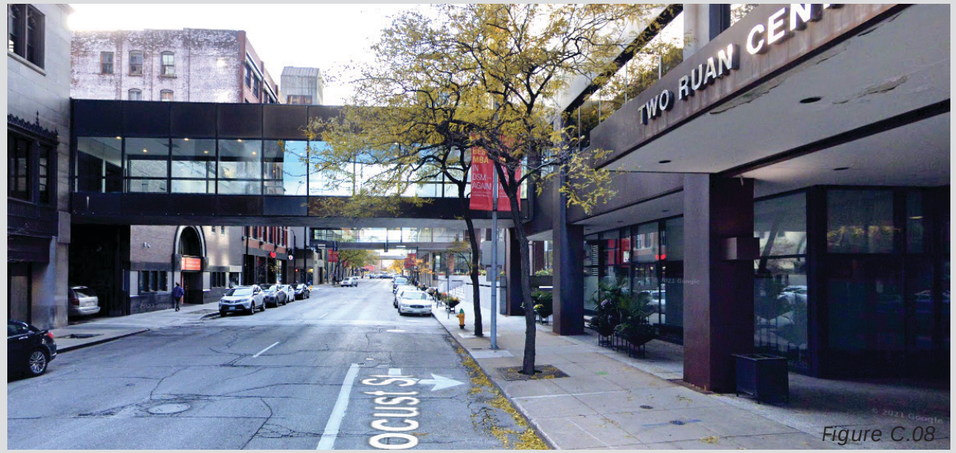


Figure C.08

Aspirational Examples

Examples in Spokane

Figure C.09

Figure C.11

Figure C.10

Top left: Wide sidewalks at the STA Plaza offer bountiful pedestrian space

Top right: Multiple skywalks to the STA plaza and bountiful sidealks below offer many varied pedestrian connections

Bottom left: Sidewalks at street level and elevated sidewalks at the retail level offer an attractive pedestrian experience at the entrance to a Riverpark Square skywalk.

C-4 Provide High Quality Walkable Design for the Public Realm

Create a high quality public realm that supports the culture of walking. Create a high-quality public realm that supports the culture of walking and non-motorized transportation. Design the skywalk so that pedestrian access is convenient, and the environment is comfortable, memorable, and attractive. Use materials at street level that create a sense of permanence and bring life and warmth to the Public Realm. As skywalks are part of this realm they must be integrated into the network of streets, alleys, trails, and public spaces to provide opportunities for civic, cultural, economic, and social activities.

Clarification:

Use materials at street level that create a sense of permanence and bring life and warmth to the Public Realm. As skywalks are part of this realm they must be integrated into the network of streets, alleys, trails, and public spaces to provide opportunities for civic, cultural, economic, and social activities.

Key Points:

The Crescent Building holds a beautiful section of Spokane's skywalk network. With wrought iron detailing and interesting architectural features, this space is contextual with the surrounding architecture, comfortable, and enjoyable. (See figures C.14 and C.15)

Related Design Criteria:

Design Guidelines: A-1 Provide a 360-degree Design, A-2 Provide a Sustainable Framework, B-1 Provide Elements that Define the Place, B-2 Provide Context Sensitive Signage and Lighting, B-3 Design for Personal Safety and Security, B-4 Universal Design C-1 Design Façades at Many Scales, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, D-1 Create Transitions in Bulk and Scale, D-2 Design a Well-proportioned and Unified Skywalk, D-3 Enhance the Streetscape, E-1 Maximize Pedestrian Access to the Skywalk, E-2 Minimize Adverse Visual Impacts to Traffic Flow

Figure C.12

Figure C.13

Two examples of excellent skywalks that undoubtedly add to the quality of the public realm.

Aspirational Examples

Examples in Spokane

Figure C.14

Eateries and historic architecture are attractive amenities found throughout and nearby the Spokane skywalk network.

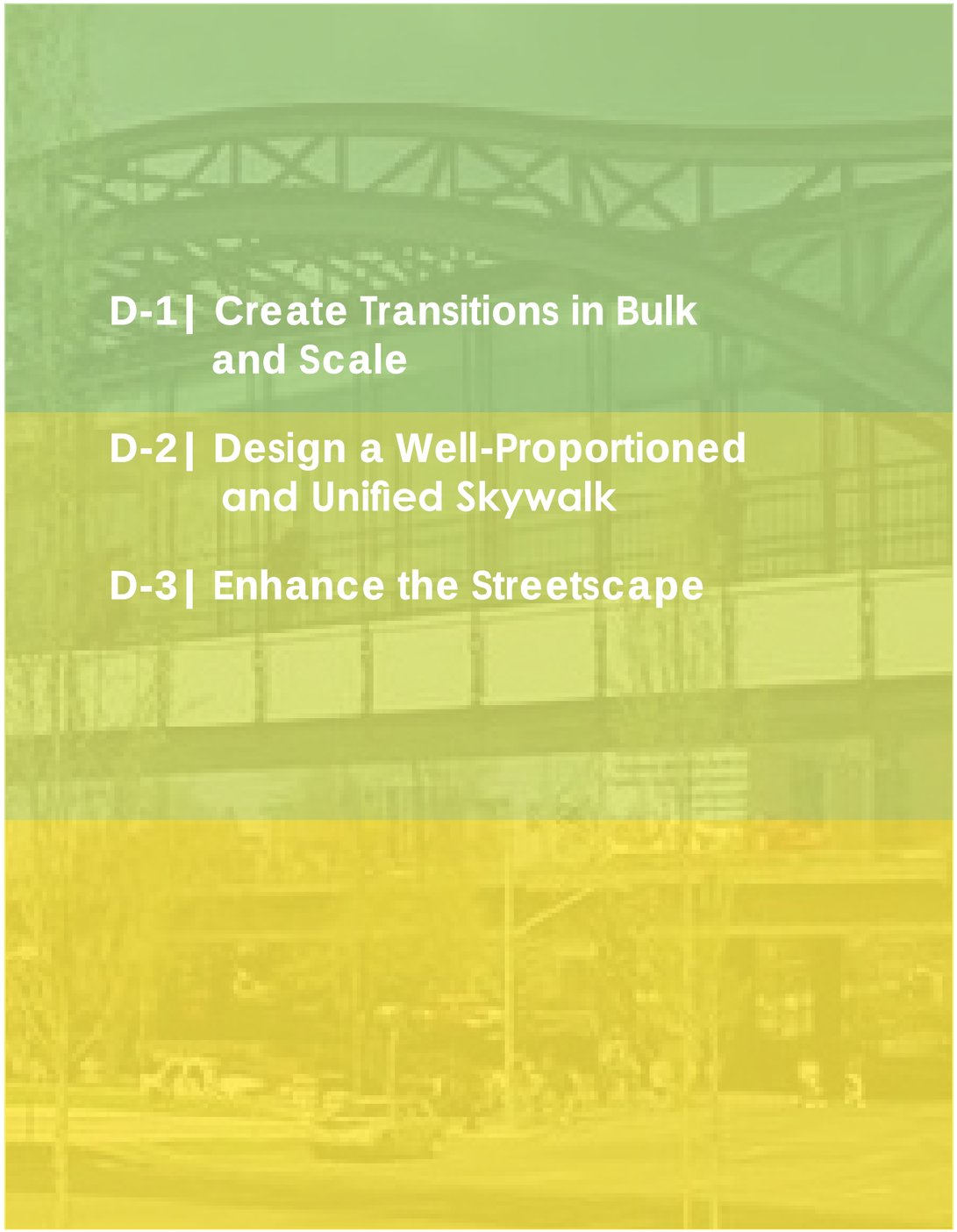
Figure C.15

D ARCHITECTURAL EXPRESSION

Area of Influence: Building, Structure, & Site

Design Objective

Architectural Expression guidelines assist designers and developers in creating skywalks that relate to the neighborhood context and promote quality development that reinforces the individuality, spirit, and values of Spokane. The guidelines are intended to promote architectural design that is complementary to Spokane's heritage and character. The following objectives and guidelines for Spokane primarily address the exterior of skywalks and their relationship to its architectural surroundings.



D-1| Create Transitions in Bulk and Scale

D-2| Design a Well-Proportioned and Unified Skywalk

D-3| Enhance the Streetscape

D-1 Create Transitions in Bulk and Scale

Skywalks should be consistent with the character of Spokane as an urban setting and create a transition in height, bulk, and scale of development, from neighboring or nearby areas with less intensive development, and between buildings and the pedestrian realm.

Clarification:

Compose the massing and organize the publicly accessible interior and exterior spaces to create a well-proportioned skywalk that exhibits a coherent conformance with the original parti. Design the architectural elements and finish details to create a unified skywalk, so that all components appear integral to the whole.

Key Points:

The skywalk network at the Parkade Plaza (see figure D.02) does an excellent job of creating a smooth transition from the higher floors of the building to ground level. The Parkade skywalk moderates the bulk of the structure by creating a more human-scale ground level. The arches below the skywalk delineate small alcoves, further introducing human-scale at the edges of the plaza.

Related Design Criteria:

Design Guideline: A-1 Provide a 360-degree Design, C-1 Design Façades at Many Scales, C-4 Provide a High-Quality Design for the Public Realm, D-2 Design a Well-proportioned and Unified Skywalk, D-3 Enhance the Streetscape

Figure D.01

The glazing patterns and tilt-outs of this skywalk visually reduce its bulk, as well as reducing the overall bulk of the main structure behind it.

Aspirational Examples

Examples in Spokane

Figure D.02

Arches above and below the skywalk, glass framing patterns, and street trees lessen the bulk of these downtown skywalks.

The architectural details on this skywalk lessen the bulk of the structure.

Figure D.03

D-2 Design a Well-proportioned and Unified Skywalk

Compose the massing and organize the publicly accessible interior and exterior spaces to create a well-proportioned skywalk that exhibits a coherent conformance with the original parti. Design the architectural elements and finish details to create a unified skywalk, so that all components appear integral to the whole.

Clarification:

Design the architectural elements and finish details to so that all components of the skywalk appear integral to the whole. Care should be given to the architectural expression of the connecting buildings, as these elements are considered components of the whole.

Key Points:

In the hospital district, skywalks employ matching color, repeated architectural details, and fenestration patterns to achieve a unified composition with the connecting buildings. (See figure D.06)

Related Design Criteria:

Design Guidelines: C-1 Design Façades at Many Scales, C-4 Provide a High-Quality Design for the Public Realm, D-1 Create Transitions in Bulk and Scale, D-3 Enhance the Streetscape

Figure D.04

The building and skywalk form a well-balanced system through use of similar materials, glazing patterns, and architectural styling.

Aspirational Examples

Examples in Spokane

A well proportioned skywalk- the window placement, connection points, and color create a cohesive design.

Figure D.06

The architecture of the skywalk at Lewis and Clark Middle School ties in well with that of the adjacent architectural partis.

Figure D.05

D-3 Enhance the Streetscape

Promote resilient development by choosing sustainable design and building practices whenever possible. Employ passive solar design in façade configurations, treatments, and materials - and where practicable incorporate active solar power systems. Employ techniques and technologies to improve the ecological performance of the skywalk.

Clarification:

A skywalk can moderate the scale and proportion of the surrounding open space, as well as moderate/create a sense of enclosure for the surrounding public realm. This can be accomplished by a conscious selection of where a skywalk is located along a block face, or along an adjacent plaza, to help frame an outdoor room within (or along) the streetscape.(See figure D.09)

Key Points:

The Steven Street skywalk at Lewis & Clark High School has excellent contextual architectural treatments - evoking both the historic details of the high school, the contemporary details of the newer field house, and the historic arched bridges of Spokane.

Related Design Criteria:

Design Guidelines: A-2 Provide a Sustainable Framework, A-3 Accomodate the Multi-modal Transportation Network, B-1 Provide Elements that Define the Place, B-2 Provide Context Sensitive Signage and Lighting, B-3 Design for Personal Safety and Security B-4 Universal Design, C-1 Design Façades at Many Scales, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages,C-4 Provide a High-Quality Design for the Public Realm, D-1 Create Transitions in Bulk and Scale D-2 Design a Well-proportioned and Unified Skywalk, D-2 Design a Well-proportioned and Unified Skywalk

Figure D.07

Figure D.08

The underside of the Kalbarri Skywalk (left) in Australia provides art and interesting architectural details to enhance the streetscape. The Indianapolis Artsgarden (right) provides great lighting, overhead weather protection, and visual interest.

Aspirational Examples

Examples in Spokane

Figure D.09

The Parkade skywalks not only function as an access network above the street level, but frame the plaza below and anchor the space. They also provide overhead weather protection and adequate lighting for the street level.

E ACCESS & SCREENING

Area of Influence: Building, Structure, & Site

Design Objective

Access and Visual Impact guidelines assist designers and developers in creating skywalks that minimize adverse environmental impacts.

E-1 Maximize Pedestrian Access to the Skywalk

As a skywalk is intended to operate as part of a larger pedestrian multi-level network of pathways, the ease of access between levels of this network is paramount. Design the skywalk to integrate seamlessly with the overall pedestrian on, and adjacent to, the development.

Clarification:

Design the skywalk to integrate seamlessly with overall pedestrian movement on, and adjacent to, the development. Ensure that adequate wayfinding (including signage and lighting) is encorporated in the skywalk design. To the greatest extent practicable, a skywalk should be incoprated into a larger skywalk network.

Key Points:

The Parkade was designed with excellent pedestrian access options; people can park their vehicle and walk either through the skywalks or down to the street level, or simply use the staircase to access the skywalk and avoid interaction with vehicular traffic. (see figure E.04)

Related Design Criteria:

Design Guidelines: A-1 Provide a 360-degree Design, A-2 Provide a Sustainable Framework, A-3 Accomodate the Multi-modal Transportation Network, B-2 Provide Context Sensitive Signage and Lighting, B-4 Universal Design, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, E-2 Minimize Adverse Visual Impacts to Traffic Flow

Figure E.01

Right: A tower was constructed (in the same style as the main structure across the street) with which to access the main building via the skywalk.

Figure E.02

Left: The skywalk is accessed by a staircase.

Aspirational Examples

Examples in Spokane

Figure E.03

Ramps allow wheeled access to the skywalk network

A stairway at a major downtown intersection provides access to the skywalk, and safe passage above vehicular traffic.

Figure E.04

E-2 Minimize Adverse Visual Impacts to Traffic Flow

Skywalks should not adversely affect the ability for pedestrians on sidewalks and drivers in the vehicle lanes from perceiving impediments to travel and crossing signals.

Clarification:

This guideline assumes that "traffic flow" refers to both vehicular and pedestrian movement. Care should be given in the proposed location of skywalks on one-way streets as this vehicular traffic flow could be revised in the future.

Key Points:

The Skywalks along Main Avenue (see figure E.09) are positioned well clear of existing traffic signals, which keep them blocking traffic signals and signs.

Related Design Criteria:

Design Guidelines: A-1 Provide a 360-degree Design, A-2 Provide a Sustainable Framework, A-3 Accomodate the Multi-modal Transportation Network, B-3 Design for Personal Safety and Security, C-2 Reinforce Pedestrian Access, C-3 Develop Pedestrian-oriented Spaces Along Street Frontages, C-4 Provide a High-Quality Design for the Public Realm, E-1 Maximize Pedestrian Access to the Skywalk

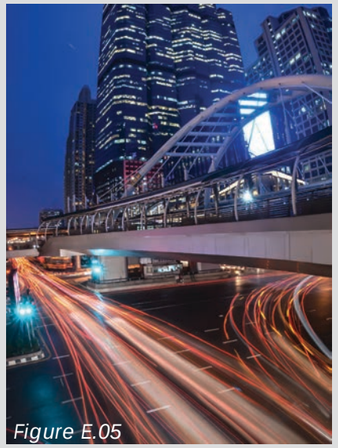


Figure E.05

Figure E.06

Aspirational Examples

Examples of skywalks allowing free vehicular movement below.

Examples in Spokane

Figure E.07

Examples of skywalks that are not interfering with traffic signals in downtown Spokane.

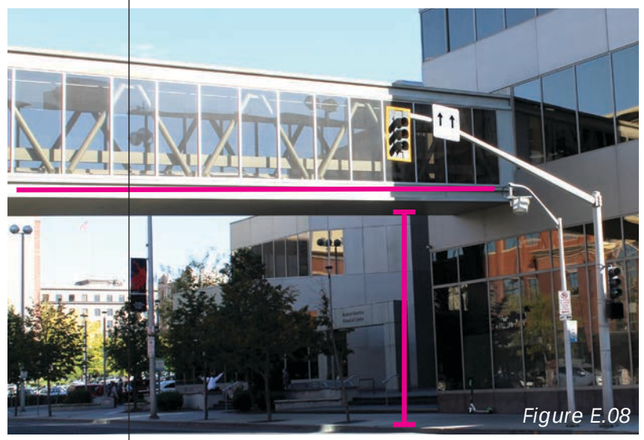


Figure E.08

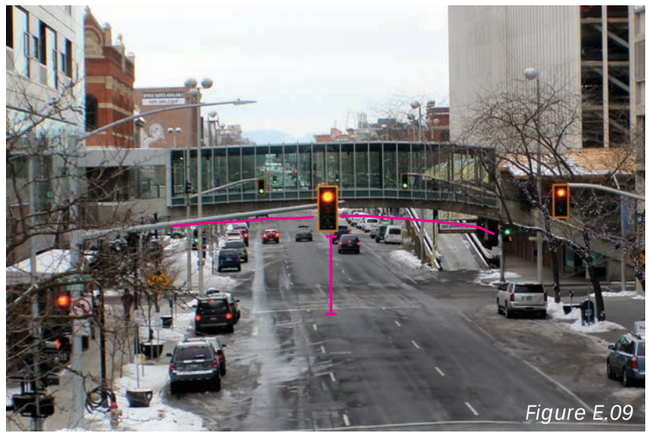


Figure E.09

Glossary of Terms

Glossary of Terms

Action Approving Authority: Any City official that may initiate the design review process, accept final recommendations, or render final determinations regarding design review. Actions Approving Authorities at the City include the Hearing Examiner, the Planning Director, or the City Engineer. While not considered an action approving authority, the Plan Commission may request the Design Review Board's review and recommendations of any urban design portions of plans or codes under its consideration.

Active Street Edge: In addition to the four horizontal elements of sidewalks (see *Sidewalk Zones*), there are three distinct vertical zones on the ground floor façades of buildings adjacent to sidewalks. These are (see figure below):

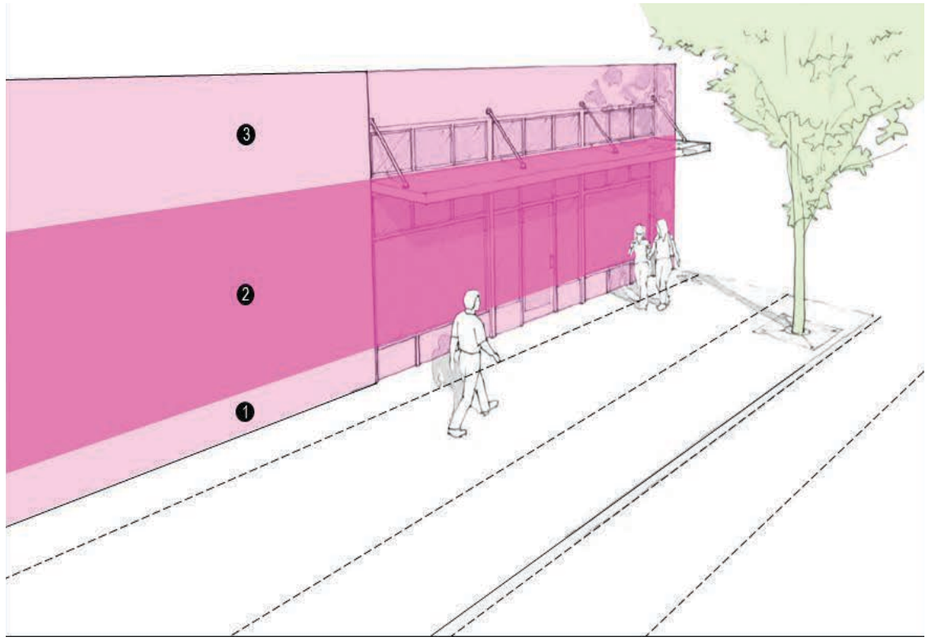


Image modified from the National Association of City Transportation Officials

1. **Bulkhead/Kickplate Zone**

The portion of the ground floor closest to the ground plane. Typically this zone ranges from 1- to 2-feet in height. This portion is often opaque and more resilient to impact.

2. **Storefront/Window Zone**

The portion of the ground floor with the greatest level of transparency, the purpose of which is to establish a visual connection between the activities within the building and those on the sidewalk.

3. **Transom/Ceiling Zone**

The portion of the ground floor accommodating transitional elements from the ground floor to the upper floors. Exterior elements often include marquees, awnings, transom windows, signage, and cornices.

Area of Influence: As every building and site rests within a variety of contexts, each design guideline category is provided with the relative scale in which potentially influencing factors may be found or wherein they may be expressed. These are, from largest to most local: Region, City, Neighborhood, District, Public Realm, Site, and Building/Structure.

Civic Use: Within the context of the Spokane Municipal Code, and the range of uses typically referred to as civic in nature, a Civic Use is an enclosed/conditioned space that can accommodate a range of public functions operating under the auspices of a government body. Such uses may include offices, public schools or colleges, public health clinics or hospitals, community centers, libraries, museums, fire houses, police stations, and courts of law.

Contextual: An attribute of a context area (similar to an Area of Influence), a project or design element that is contextual is one that responds to social, cultural, or historic stimuli that may influencing a site, structure, or building. A good example of contextual design is one that seamlessly weaves into an existing neighborhood or street.

de minimis Change: Any change to a project's design after the conclusion of design review that would have a negligible effect on the final recommendations provided to the City's action approving authority. See *Substantial Change*.

Design Departure: While the design review process cannot waive compliance with a design standard, a design departure can grant the approval of an alternative means of complying with a standard. The alternative design must comply with the decision criteria for design departures listed in the Unified Development Code (Spokane Municipal Code 17G.030.040.A-F).

Design Guideline: A set of design parameters for developments which apply to projects that would trigger design review. These parameters may be unique to a design district, sub-district, overlay zone, or to specific project types. The guidelines, as design criteria, are adopted public statements of intent and are used to evaluate the acceptability of a project's design (Spokane Municipal Code 17A.020.040.L). Design guidelines help ensure that the design review process will result in advice and recommendations rendered which stay focused on the community's set of aesthetic expectations for the projects being reviewed.

Design Standard: A set of design parameters for developments which apply to all projects within a specific land use category. These parameters are written into every zoning category of the Unified Development Code and compliance is obligatory.

Façade: The exterior wall of a building. While often associated with the front (or *face*) of a building, façades are typically those portions of a building's exterior that can be viewed from a public way or street.

Fenestration: The arrangement and design of penetrations in the exterior wall of a building, typically exterior windows and doorways. The term may encompass the pattern of open-air passageways through a building or the design of a building's arcade.

Green: See *Sustainable*

Living in Place: Related to Aging in Place, Living in Place refers to the design of a district, street, site, or building that is intentionally composed to be accessed, understood, and used to the greatest extent possible by all people regardless of their age, size, ability, or disability. Unlike Aging in Place, Living in Place is not restricted to only accommodating the needs of people as they age.

Glossary of Terms (continued)

Parti: A good design has a central organizing thought or decision guiding the overall concept. This influencing precept can be depicted as a simple diagram and explanatory statement, typically referred to as a parti. As the design of a site, public realm, and building should have a comprehensive concept experienced through scale, proportion, enclosure, and compositional clarity this coordinating precept can be expressed in the parti's diagram and statement. A parti is derived prior to the development of a project's plan, section, or elevation diagrams.

Plinth: In urban design a plinth is defined as a projecting masonry coursing that forms a platform for a building. Such a course is typically knee-high, though taller plinths may be used to add monumentality to landmark buildings.

Public Realm: Those parts of the urban fabric that are held in common, either by physical occupation or visual association. This includes, but is not limited to plazas, squares, parks, vistas, streets, public frontages, private frontages, civic buildings, and certain spaces in commercial developments like the common areas of malls and hotels. There is an ethical and civic connotation to the term that transcends the mere physical, legal, or utilitarian. On a street, the public realm is the entire space formed by the adjacent buildings/structures and site improvements.

Resilient: See *Sustainable*

Sidewalk Zones: The various portions of a public sidewalk with discrete functions. These are (see figure, below):

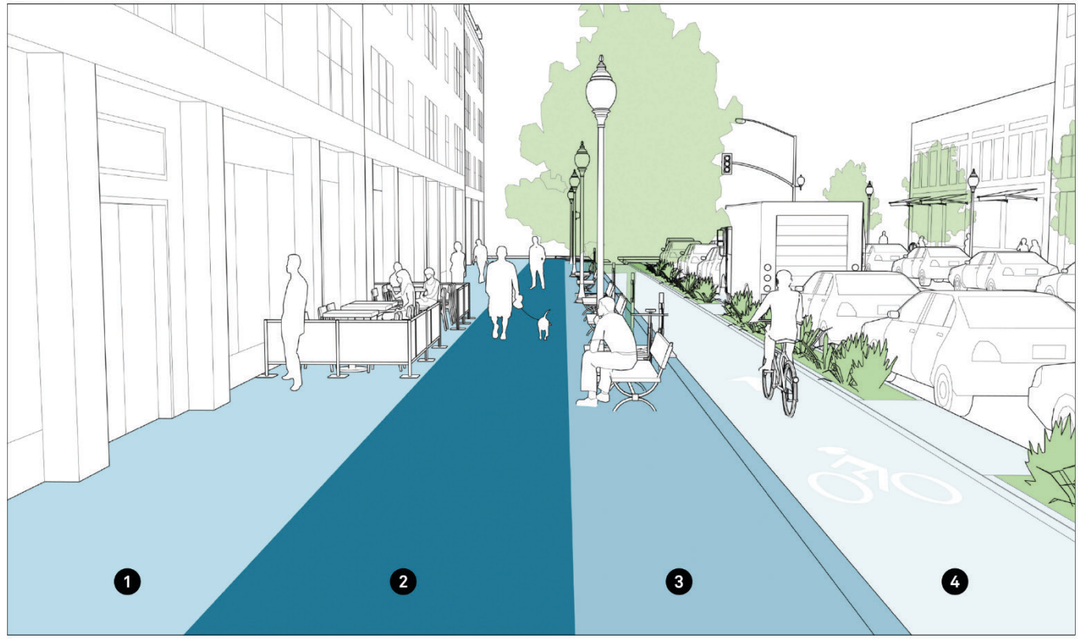


Image from Global Designing Cities and the National Association of City Transportation Officials

1. Frontage Zone

The section of the sidewalk that functions as an extension of the building, whether through entryways and doors or sidewalk cafés and sandwich boards. The frontage zone consists of both the facade of the building fronting the street and the space immediately adjacent to the building.

2. Clear Path Zone

The pedestrian clear path defined by the primary, dedicated, and accessible pathway that runs parallel to the street. The clear path ensures that pedestrians have a safe and adequate place to walk and should be 5-feet wide in residential settings and 7- to 12-feet wide in downtown or commercial areas with heavy pedestrian volumes.

3. Street Furniture Zone

The section of the sidewalk between the curb and the clear path, in which street furniture and amenities such as lighting, benches, newspaper kiosks, transit facilities, utility poles, tree pits, and cycle parking are provided. The street furniture zone may also contain green infrastructure elements such as rain gardens, trees, or flow-through planters.

4. Buffer Zone

The space immediately next to the sidewalk that may consist of a variety of different elements. These include curb extensions, parklets, stormwater management features, parking, cycle racks, cycle share stations, and curbside cycle tracks.

Glossary of Terms (continued)

Substantial Change: Any change to a project's design after the conclusion of design review that may take a project out of compliance with the final recommendations provided to the City's action approving authority. A substantial change to a project's design would typically result in further design review, remanding the project back to either urban design staff or the full Design Review Board to determine if additional, or revised, recommendations are warranted.

Superior in Design Quality: A determination that an alternative means of complying with the intent of a design standard would result in a greater compliance with the set of applicable design guidelines than what would be potential achieved by complying with the requirements (R) or presumptions (P) written in the design standard's implementation section.

Sustainable: An attribute or action that does not completely use up or destroy a resource. A design element that is sustainable is one that can last for a long time or can be easily repaired using local and readily available materials and techniques. A design element may also facilitate an occupant or user lifestyle involving sustainable methods. Typically, sustainable efforts focus on reducing, reusing, and recycling of valuable and limited resources.

Thoroughfare: An all-encompassing term used to describe a public way whose principal function is to convey goods and people. This includes pedestrians, cyclists, transit riders, drivers, and heavy freight operators. The elements of thoroughfares include sidewalks (frontage zone, pedestrian through zone, furnishing/landscaping zone, curb zone), the flexible area (on-street parking, bicycling lanes), and the vehicle realm (travel lanes, transit lanes, turning lanes, boulevard landscaping). A term often used instead of *street*, as the latter can be limited in perception as a conveyance for motorized vehicles.

Urban Fabric: The physical aspect of urbanism. This term emphasizes building forms, streets, open space, streetscapes, and frontages, while excluding without prejudice ecological, functional, economic, and sociocultural aspects.

Visitability: A design solution for residential uses that eliminates major accessibility barriers. Visitability design includes the following three elements: 1) at least one zero-step entrance on an accessible route leading from a driveway or street sidewalk, 2) all interior doors being wide enough to allow a wheelchair to pass through, and 3) a least one toilet (half bath) on the main floor. A distinct advantage of incorporating these elements in a residential unit is that it will allow an easier conversion of a portion of the main floor into a non-residential use. A term related to Living in Place.

Image Index

Image Attributions- Skywalks

Figure i.01: Lewis & Clark Middle School Skywalk courtesy of Dean Gunderson- COS Staff
Figure A.01: Skywalk over road in Bristol courtesy of Matt Buck on Flickr- https://creativecommons.org/licenses/by-sa/2.0/legalcode
Figure A.02: Eaton Centre Bridge courtesy of Viv Lynch on Flickr- https://creativecommons.org/licenses/by-nc-nd/2.0/legalcode
Figure A.03: Howard and Main Skybridge courtesy of Taylor Berberich-COS Staff
Figure A.04: Lewis & Clark Middle School Skywalk courtesy of Dean Gunderson- COS Staff
Figure A.05: Parkade Stairs courtesy of Taylor Berberich-COS Staff
Figure A.06: Des Moines courtesy of Google Maps
Figure A.07: Hospital District Skywalk courtesy of Taylor Berberich-COS Staff
Figure A.08: Seoul SkyGarden courtesy of Brian… on Flickr
Figure A.09: Howard and Main Network courtesy of Taylor Berberich-COS Staff
Figure A.10: STA Plaza Scooters courtesy of Taylor Berberich-COS Staff
Figure A.11: Parkade Stairs courtesy of Taylor Berberich-COS Staff
Figure A.12: Staple Street Skybridge, courtesy of Wikimedia Commons
Figure A.13: Crescent Center Skywalk Network courtesy of Dean Gunderson- COS Staff
Figure B.01: “Your Sky Panorama” courtesy of Pixabay- https://pixabay.com/service/terms/#license
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Figure B.04: Parkade Plaza courtesy of Taylor Berberich-COS Staff
Figure B.05: Skywalk in Heidelberg, Germany courtesy of Taylor Berberich-COS Staff
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Figure B.08: Lighting Beneath the Parkade Arches courtesy of Taylor Berberich-COS Staff
Figure B.09: Signage in the M Building courtesy of Taylor Berberich-COS Staff
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Figure B.11: Skywalk in Heidelberg, Germany courtesy of Taylor Berberich-COS Staff
Figure B.12: Pershing Square Bridge courtesy of NY Metro Transit Authority on Flickr- https://creativecommons.org/licenses/by/2.0/legalcode
Figure B.13: Winter Weather in Spokane courtesy of Jessica Fisher- COS Staff
Figure B.14: Skywalk to Crescent Court courtesy of Taylor Berberich-COS Staff
Figure B.15: Skywalk Security courtesy of Taylor Berberich-COS Staff
Figure B.16: Bridge of Aspiration (London) courtesy of Wikimedia Commons
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Figure B.18: Skywalk to Crescent Court courtesy of Taylor Berberich-COS Staff
Figure B.19: Ramp to Skywalk to Crescent Court courtesy of Taylor Berberich-COS Staff
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Figure C.05: Des Moines Skywalk Sign courtesy of Google Maps
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Figure E.01: +15, 7th Ave in Calgary courtesy of Wikimedia Commons
Figure E.02: “Your Sky Panorama” courtesy of Pixabay- https://pixabay.com/service/terms/#license
Figure E.03: Ramp to Crescent Court Skywalk courtesy of Taylor Berberich- COS Staff
Figure E.04: Parkade Stairs courtesy of Taylor Berberich-COS Staff
Figure E.05: Metropolitan Citscape courtesy of PXHere.com
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Agenda Sheet for City Council Meeting of: 05/02/2022		**Date Rec'd**	4/15/2022
		Clerk's File #	ORD C36205
		Renews #	
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT	**Cross Ref #**	**ORD C36204** **ORD C36206**
Contact Name/Phone	DEAN GUNDERSON EXT 6082	**Project #**	
Contact E-Mail	DGUNDERSON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650 - NEW DESIGN GUIDELINES - SKYWALKS		

Agenda Wording

New Design Guidelines for Public Projects and Structures, Skywalks over Public Right-of-Way, and City-Wide projects supported by amendments to the Spokane Municipal Code (SMC).

Summary (Background)

The adoption of these provisions will be undertaken via three ordinances. The first ordinance adopts the new design guidelines into the SMC. The second ordinance amends a portion of Title 12 and adopts a new chapter for Skywalks in Title 17C. The third ordinance amends portions of the SMC to clarify the formal design review process.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BLACK, TIRRELL	**Study Session\Other**	Urban Experience: August 2019, Urban Experience: September 2021, Urban Experience: April 13, 2022, City Council Advance Agenda: April 25, 2022
Division Director	BLACK, TIRRELL	**Council Sponsor**	CMs Stratton and Cathcart
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Additional Approvals		dgunderson@spokancity.org
Purchasing		jchurchill@spokancity.org
		smacdonald@spokanecity.org

ORDINANCE NO. C36205

AN ORDINANCE RELATING TO STANDARDS FOR SKYWALKS; AMENDING SMC SECTIONS 12.02.0405, 12.02.0410, 12.02.0424, 12.02.0452, 12.02.0464, 12.02.0470, AND 12.02.0476, ; REPEALING SMC SECTIONS 12.02.0450, 12.02.0460, 12.02.0462 AND 12.02.0474; AND ADDING CHAPTER 17C.255 SMC.

WHEREAS, through Chapter 04.13 of the Spokane Municipal Code, the City has established a Design Review Board to ensure that development projects subject to design review are consistent with adopted design guidelines and help to implement the City's Comprehensive Plan; and

WHEREAS, the City of Spokane has adopted three types of development review criteria that guide development of the built environment – (i) Development Standards, (ii) Design Standards, and (iii) Design Guidelines; and

WHEREAS, the focus of the Design Review Board is on ensuring the projects are consistent with Design Guidelines, whereas Development Standards and Design Standards are generally administered by development services staff, department directors, or the hearing examiner, depending on the permit application type; and

WHEREAS, the City has yet to adopt Design Guidelines for a number of project types that trigger the Design Review Process, including skywalks located above public ways, public projects or structures, and any other project subject to design review as required by code; and

WHEREAS, the City finds that it necessary to update its design review regulations to provide the Design Review Board with the necessary tools to (i) improve communication and participation among developers, neighbors, and the City early in the design and siting of new development projects subject to design review, (ii) ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan, (iii) advocate for the aesthetic quality of Spokane's public realm, (iv) encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit, and (v) provide flexibility in the application of development standards as allowed through development standard departures; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance; therefore

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That the following sections of the Spokane Municipal Code are repealed: SMC section 12.02.0450 entitled "Design"; SMC section 12.02.0460 entitled "Dimensions – Angulation – Slope"; SMC section 12.02.0462 entitled "Arch – Vertical Clearance"; and SMC section 12.02.0474 entitled "Street Access".

Section 2. That SMC section 12.02.0405 is amended as follows:

Section 12.02.0405 Findings

The city council finds as follows:

A. The City, as a city of the first class, has the power to regulate and control the use of streets and avenues within the corporate limits of the City.

B. The free circulation of pedestrian and vehicle traffic through the City is necessary to the health, safety, and general welfare of the citizens of the City.

C. The construction of overhead pedestrian skywalks will facilitate movement of pedestrian traffic, especially ((~~within the major shopping center of the core area of the City, and reduce the volume of pedestrian traffic on the existing sidewalks and streets, all of which is~~)) within portions of the community where the reduction of pedestrian traffic congestion on the existing skywalks and streets appears warranted, may be to the general benefit of the citizens of the City.

D. The placement of overhead pedestrian skywalks in the airspace across the streets and alleys in the city will not interfere with the use of the surface of the street as a public right-of-way.

E. The issuance of a permit granting the right to use the public airspace to build a pedestrian skywalk or which permits a property owner to obtain access to the pedestrian skywalk system should not carry with it the right for the permittee to prohibit another property owner from joining the skywalk system or from obtaining access to any of its tributaries.

Section 3. That SMC section 12.02.0410 is amended as follows:

Section 12.02.0410 Policy - Purpose

A. The city council, finding overhead pedestrian skywalks to promise improvement of pedestrian and vehicular traffic in congested areas of the City, declares that it is the policy of the City to approve, in principal, the construction of pedestrian skywalks over City streets and alleys. Said construction is in the interest of the public health, safety and welfare.

B. The purpose of this article is to guide future development of:

1. individual pedestrian skywalks to be situated within the City; and

2. a system of pedestrian skywalks and connecting walkways, generally at the second floor level((~~, supplementing the street level pedestrian sidewalk system in the central business district (Census Tracts 34 and 35). Such pedestrian skywalks are intended to augment pedestrian movement, reduce pedestrian-vehicular conflict, and permit expansion of retail shop and mall areas within convenient reach of the public, particularly in congested areas such as the central business district (CBD).~~)). Such pedestrian skywalks are intended to augment pedestrian movement, reduce pedestrian-vehicular conflict, and permit expansion of desirable land uses within convenient reach of the public.

C. Skywalks are intended and reserved for the movement of pedestrians over and across the public streets and alleys of the city. As used herein "skywalks" refers to pedestrian skywalks. Permits for the use of air rights for the movement of goods or the conduct of business may be granted or denied by the city council under such other policy as the council may adopt.

Section 4. That SMC section 12.02.0424 is amended as follows:

Section 12.02.0424 Evaluation by Hearing Examiner

The application is evaluated by the hearing examiner in accord with standards and criteria set forth in this article and ((~~chapter 11.02 SMC~~)) chapter 17G.060 SMC. The hearing examiner may impose such additional conditions or grant such exceptions to this article as the examiner deems appropriate, consistent with the policy and purpose of this article. However, if exceptions to the ((~~standards set forth in this article are granted by the hearing examiner, they may be granted only pursuant to recommendations made by the design review board.~~)) design standards set forth in SMC 17C.255.500 through SMC 17C.255.530 are granted by the hearing examiner, they may be granted only pursuant to recommendations made by the design review board.

Section 5. That SMC section 12.02.0452 is amended as follows:

Section 12.02.0452 Further Specifications

A. The construction of skywalks shall be in accordance with the plans and specifications filed with the City, and shall comply with the City building code, so

as to provide necessary fire protection between the pedestrian skywalk structure and the buildings to which it is connected, as well as necessary fire protection between properties within the tributary malls and walkways.

B. Skywalks must be designed and constructed so as to bear solely upon privately owned land and be removable without affecting the structural integrity of the buildings situated on private land.

~~C. All glazing within the skywalk structure shall be not less than one-quarter inch thick tempered glass set in metal frames. Skywalks must have internal, controlled, year-round drainage to adjoining building systems or to the storm sewer, constructed and maintained to the satisfaction of the City of Spokane.~~

Section 6. That section 12.02.0464 is amended as follows:

Section 12.02.0464 ((~~Ramps~~)) Obstructions – Malls and Walkways

~~A.~~ ((~~Ramps within the skywalk structure should be distributed continuously, uniformly, and symmetrically at an incline not exceeding one foot vertically for every twelve feet of horizontal distance (approximately eight and three-tenths percent). There should be no steps within a skywalk structure or in walkways associated with skywalks.~~))

((~~B~~)) A. Malls and walkways continuing from skywalks through buildings shall be maintained reasonably clear of obstructions so as to permit the skywalk system to effectively function in accordance with its purpose, to move pedestrian traffic rapidly within congested areas of the City.

Section 7. That section 12.02.0470 is amended as follows:

Section 12.02.0470 Signs - Lighting

A. No advertising, readerboards, or other signs, except City traffic signs and skywalk wayfinding signage, shall be permitted on the internal or external portions of the skywalk structures. Distinct internal directional signs designating routes within the skywalk system may be permitted, and such signing indicating routes to street access shall be provided at all vertical accesses. Decorations for holiday, seasonal, and civic events may be placed on skywalk structures, on a temporary basis, subject to the prior written approval of the director of engineering services.

B. Skywalks must have ((~~inconspicuous,~~)) nonglare, internal lighting, and where necessary for pedestrian safety and convenience ((~~, inconspicuous external lighting~~)).

C. Signs located on or facing on the sidewalk indicating the direction to and location of skywalk entrances shall conform to guidelines established by the City ((~~plan commission~~)) and shall meet the following criteria:

1. Skywalk entrance direction signs on sidewalks or placed on a structure fronting on the sidewalk should be reasonably standardized and uniform ((~~throughout the downtown area~~)).

2. The signs should not be a safety hazard or unduly restrict pedestrian movement.

3. The signs should be aesthetically pleasing and complementary with existing street furniture.

4. Signs should be simple, readable, and contain no advertising.

5. The costs of the sign and associated maintenance shall be borne by the ((~~property~~)) skywalk owners.

D. The hearing examiner administers skywalk sign proposals submitted as a part of a skywalk application as well as those proposed separately from and not a part of a skywalk application. The hearing examiner may prepare and adopt project-specific signage guidelines that reflect the above criteria to assist in the administration of applications for placement of sidewalk entrance signs.

Section 8. That section 12.02.0476 is amended as follows:

Section 12.02.0476 Limitation on Permits

A. No more than one permit for a pedestrian skywalk should be granted in any one block of street frontage. In cases of unusually long blocks, or unusual property or physical problems, two standard second-floor-level skywalks may be permitted so long as their combined width does not exceed ten percent of the length of the block.

B. Structures other than skywalks spanning public streets shall not preclude a pedestrian skywalk in the same block and such structures shall not be calculated in the ten percent limitation set forth hereinabove. In each case, the ((~~plan commission~~)) design review board shall carefully evaluate the need for an additional structure across such street and the location of the proposed pedestrian skywalk in relation to the existing structure with the intent of keeping the

structures spanning the street to the minimum number necessary for a successful pedestrian skywalk system.

Section 9. That a new chapter is added to the Title 17 of the Spokane Municipal Code as follows:

Chapter 17C.255 Skywalks

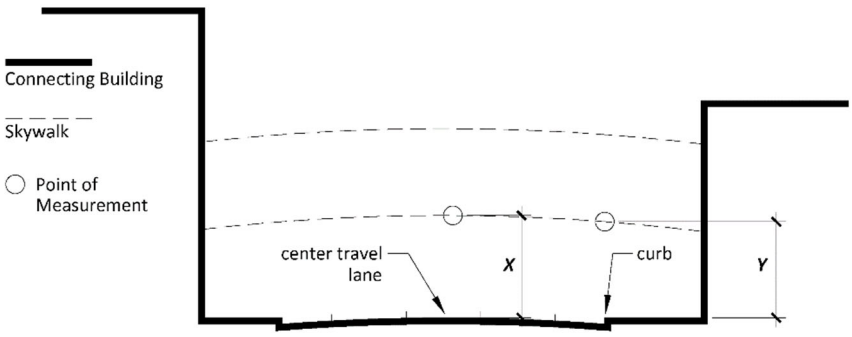
Section 17C.255.010 Purpose

A. Purpose. To ensure public safety and a consistent development of skywalk structures in the public right of way, the following development standards must be met.

B. Skywalk Development Standards

1. Street Clearance

a. Skywalks must have a minimum of sixteen and one-half feet clearance above the existing street grade in the center lane, and must have a minimum of fifteen feet clearance above the street pavement at the curb and over alleys.



X = Distance between highest finish grade in center travel lane and the bottom of the skywalk structure. ***X*** ≥ 16.5' ***X*** ≥ 16.5'

Y = Distance between the top of curb and the bottom of the skywalk structure, at the curb. ***Y*** ≥ 15' ***Y*** ≥ 15'

2. Circulation

a. Ramps within the skywalk structure should be distributed continuously, uniformly, and symmetrically at an incline not exceeding one foot vertically for every twelve feet of horizontal distance (approximately eight and three-tenths percent).

b. There should be no steps within a skywalk structure or in walkways associated with skywalks.

3. Street Access

    a. Skywalks must have adequate pedestrian access to and from the street level, such access to be available at, at least, one of the termini points of each skywalk.

    b. Each one-block area should have at least one street level pedestrian access point for every two skywalks that enter the subject block. This street level pedestrian access may be through stairways or by mechanical means and such access may be internal or external to the structure.

    c. In the case of existing structures into which a skywalk is built, existing access systems at the property perimeter may be counted for this access to and from the street if it is well marked, accessible, and within fifty feet of the skywalk terminus.

    d. Skywalks outside the central business district shall be provided with such street level pedestrian access as deemed warranted by the city council, acting with the advice and recommendation of the design review board.

4. Glazing

    a. For impact resistance, all exterior glazing in the skywalk structure shall be not less than one-quarter inch thickness tempered glass set in metal frames.

    b. The use of double-paned insulated glazing and of metal frames with thermal breaks is encouraged.

5. Drainage

    a. Skywalks must have internal, controlled, year-round drainage to adjoining building systems or to the storm sewer, constructed and maintained to the satisfaction of the City of Spokane.

Section 17C.255.015 Design Standards Administration

All projects must address the pertinent design standards. A determination of consistency with the design standards will be made by the planning director following an administrative review process. Design standards are in the form of Requirements (R), Presumptions (P), and Considerations (C). Regardless of which term is used, an applicant must address each design standard. For design standards that are designated Requirement

(R) an applicant may apply to the Design Review Board pursuant to the procedures set forth in chapter 17G.040 SMC, and the board may recommend approval of alternatives to strict compliance, upon a finding that the alternative satisfies the decision criteria for a design departure in SMC 17G.030.040.

A. Requirements (R).

Requirements are mandatory in that they contain language that is not discretionary, such as "shall," "must," and "will." Requirements must be satisfied by any plan prior to building permit approval. Requirements are listed with an (R) after the standard.

B. Presumptions (P).

Presumptions are standards that are meant to be applied, but with some flexibility. Presumptions indicate that the City is open to design features that are equal to, or better than, that stated – so long as the purpose is satisfied. A submitted plan is incomplete and will be rejected if it does not demonstrate that the presumptive elements have been in some way incorporated or overcome. Presumptions are listed with a (P) after the standard.

1. Overcoming a Presumption.

A presumption that may be unsuitable for a given project may be waived if an applicant can demonstrate to the planning director that there is a good reason why the presumption is inappropriate. The director may approve an alternative that achieves the intent of the presumption. At the discretion of the applicant, or in rare cases the director, may refer the permit to the design review board. A referral from the director would be in those cases where the complexity of the project and/or the cumulative impacts of deviations result in the project no longer meeting the overall intent of the design standard and the comprehensive plan.

2. Appropriate ways to overcome a presumption include:

a. demonstrating that for a specific project the underlying design principle will not be furthered by the application of the presumption;

b. showing that another design principle is enhanced by not applying the presumption;

c. demonstrating an alternative method for achieving the intent of the presumption;

d. explaining the unique site factors that make the presumption unworkable, such as lot size and shape, slope, natural vegetation, drainage, or

characteristics of adjacent development, which are identified through their use of materials, colors, building mass and form, and landscaping.

Note: Increases in the cost of development will not be an acceptable reason to waive a standard or determine that a standard is inappropriate.

C. Considerations (C).

Design standards listed as considerations are features and concepts that an applicant should consider in preparing a plan. Their omission is not grounds for rejecting a plan, but their inclusion or recognition is encouraged and may assist in overcoming certain presumptions and in gaining acceptance for a plan. Considerations are listed with a (C) after the standard.

Section 17C.255.500 Design Standards Implementation

The design standards found in SMC 17C.255.500 through SMC 17C.255.530 follow SMC 17C.255.015, Design Standards Administration. Design standards are in the form of Requirements (R), Presumptions (P), and Considerations (C). An applicant may apply to the Design Review Board pursuant to the procedures set forth in chapter 17G.040 SMC, and the board may recommend approval of alternatives to strict compliance, upon a finding that the alternative satisfies the decision criteria for a design departure in SMC 17G.030.040. All skywalks are subject to design review and are subject to a design review process and shall follow the skywalk design guidelines.

Skywalks must meet the design standards found in SMC 17C.255.500 through SMC 17C.124.530 and follow the skywalk design guidelines. To allow new development to better respond to the unique character of its surroundings, the design review board's recommendations to the planning director may include flexibility from the design standards if the board determines that the proposal meets the intent of the design standards and the skywalk design guidelines. See the Skywalk Design Guidelines and the Design Review Application Handbook for an outline of the design review process.

Section 17C.255.510 Windows – Building Design

A. Purpose. A skywalk should achieve an open character to reveal pedestrian use of the structure.

B. Windows Implementation

1. A skywalk's enclosing structure should have at least seventy percent transparent glazing, excluding structural framing members. (P)

2. Openings in a skywalk structure should be distributed evenly along the length of the skywalk. (P)

Section 17C.255.515 Enclosure – Building Design

A. Purpose. To ensure the year-round physical comfort of the pedestrian users of the skywalk.

B. Enclosure Implementation

1. A skywalk should be fully enclosed. (P)

Section 17C.255.520 Articulation – Building Design

A. Purpose. The exteriors of skywalks will be noncompetitive with the character of the connecting buildings.

B. Articulation Implementation

1. The exterior of the skywalk structure should be contextually compatible with the connecting buildings. (P)

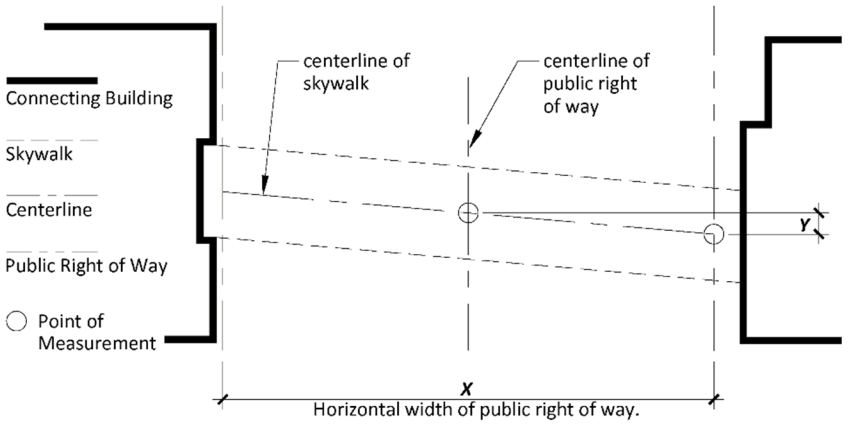
2. The exterior of the skywalk structure should be restrained and conservative in detailing. (P)

Section 17C.255.525 Angulation and Slope

A. Purpose. To convey a sense of structural stability to pedestrians and drivers, a skywalk structure should be as horizontal as feasible, and as orthogonal to the street grid as feasible.

B. Angulation and Slope Implementation

1. The horizontal angulation of the skywalk off the centerline of the right of way should not exceed five percent of the width of the right of way. (P)

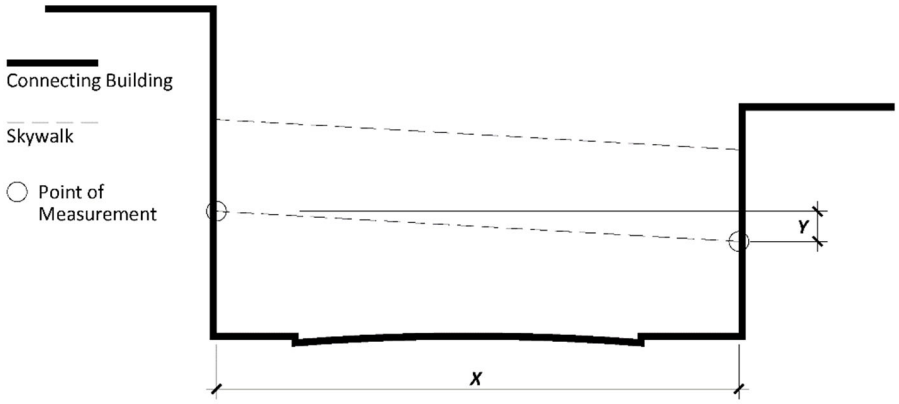


Y = The horizontal offset measured along the centerline of the skywalk, at its intersection with the centerline of the public right of way and its intersection with the edge of the public right of way.

Formula: ***Y*** (max.) ≤ ***X*** multiplied by .05

Example: If ***X*** = 100', then ***Y*** must be equal to or less than 5'

2. The vertical slope of the skywalk structure should not exceed one percent of the width between the connecting buildings' contact points. (P)



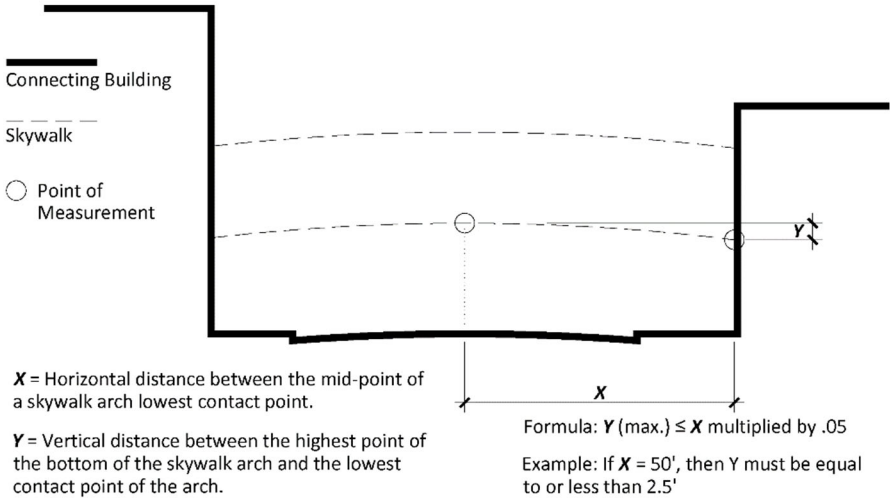
X = Horizontal distance between connecting buildings.

Y = Vertical distance between the highest point of contact to the lowest point of contact.

Formula: ***Y*** (max.) ≤ ***X*** multiplied by .01

Example: If ***X*** = 120', then Y must be equal to or less than 1.2'

3. No skywalk's structure should have an arch with a rise between the lowest end and the midpoint greater than a five percent slope. (P)



Section 17C.255.530 Dimensions

A. Purpose. Skywalk structures must maintain adequate interior skywalk pathway dimensions, without unduly impacting the primary use of the skywalk and the liveliness of public sidewalks.

B. Dimensions Implementation

1. Skywalks must be no less than eight feet nor more than fourteen feet in width. (R)

2. Skywalks must be no more than fourteen feet in height, as measured from the bottom of the skywalk structure to its top. (R)

Section 10. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase 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

CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE DESIGN GUIDELINES AND DESIGN REVIEW ORDINANCES

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code and adopt design guidelines for Public Projects and Structures, Skywalks, and Citywide as proposed by the New Design Guidelines project. The proposed amendments would repeal SMC Sections 12.02.0450, 12.02.0425.C, 12.02.0460, 12.02.0462, 12.02.0464.A, and 12.02.0474; amend SMC Sections 17G.040.020, 12.02.0405.C, 12.02.0410.B(2), 12.02.0424, 12.02.0470, 12.02.0476, 08.02.0665, 17G.030.020, 17G.060.070, and 17G.060.170; and add SMC Chapter 17C.255 containing Sections 17C.255.010, 17C.255.015, 17C.255.500, 17C.255.510, 17C.255.515, 17C.255.520, 17C.255.525, and 17C.255.530.

FINDINGS OF FACT:

A. The proposed text amendments aligns with the following adopted Shaping Spokane Comprehensive Plan policies:

1. Chapter 3 Land Use, LU 2.1 Public Realm Features – Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment.
2. Chapter 3 – Land Use, LU 2.2 Performance Standards - Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses.
3. Chapter 3 – Land Use, LU 4.4 Connections – Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.
4. Chapter 3 – Land Use, LU 5.1 Built and Natural Environment – Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.
5. Chapter 3 – LU 5.2 Environmental Quality Enhancement – Encourage site locations and design features that enhance environmental quality and compatibility with surrounding land uses.
6. Chapter 3 – LU 5.4 Natural Features and Habitat Protection – Ensure development is accomplished in a manner that protects significant natural features and wildlife habitat.
7. Chapter 3 – LU 5.5 Compatible Development – Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

8. Chapter 3 – LU 6.4 City and School Cooperation – Continue the cooperative relationship between the city and school officials.
9. Chapter 3 – LU 6.9 Facility Compatibility with Neighborhood – Ensure the utilization of architectural and site designs of essential public facilities that are compatible with the surrounding area.
10. Chapter 3 – LU 7.1 Regulatory Structure – Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit.
11. Chapter 4 – TR 1 Transportation Network for All Users – Design the transportation system to provide a complete transportation network for all users, maximizing innovation, access, choice, and options throughout the four seasons. Users include pedestrians, bicyclists, transit riders, and persons of all abilities, as well as freight, emergency vehicles, and motor vehicle drivers.
12. Chapter 4 – TR 2 Transportation Supporting Land Use – Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.
13. Chapter 4 – TR 7 Neighborhood Access – Require developments to have open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
14. Chapter 4 – TR 9 Promote Economic Opportunity – Focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city's designated growth areas, develop "Great Streets" that enhance commerce and attract jobs.
15. Chapter 4 – TR 13 Infrastructure Design – Maintain and follow design guidelines (including national guidelines such as MUTCD, NACTO, AASHTO) reflecting best practices that provide for a connected infrastructure designed for our climate and potential emergency management needs, and respecting the local context. Local context may guide signage and elements such as traffic calming, street furniture, bicycle parking, and community spaces. Accessibility guidelines and emergency management needs will be maintained.
16. Chapter 4 – TR 15 Activation – Build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place, with a focus on the designated Centers and Corridors identified in the Land Use chapter.
17. Chapter 7 – ED 6.1 Infrastructure Projects – Promote infrastructure projects that enhance the city's quality of life and business climate.
18. Chapter 7 – ED 7.6 Development Standards and Permitting Process – Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals.

19. Chapter 7 – ED 8.1 Quality of Life Protection – Protect the natural and built environment as a primary quality of life feature that allows existing businesses to expand and that attracts new businesses, residents, and visitors.
20. Chapter 8 – DP 1.1 Landmark Structures, Buildings, and Sites – Recognize and preserve unique or outstanding landmark structures, buildings, and sites.
21. Chapter 8 – DP 1.2 New Development in Established Neighborhoods – Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.
22. Chapter 8 – DP 1.3 Significant Views and Vistas – Identify and maintain significant views, vistas, and viewpoints, and protect them by establishing appropriate development regulations for nearby undeveloped properties.
23. Chapter 8 – DP 1.4 Gateway Identification – Establish and maintain gateways to Spokane and individual neighborhoods consisting of physical elements and landscaping that create a sense of place, identity, and belonging.
24. Chapter 8 – DP 2.1 Definition of Urban Design – Recognize current research that defines urban design and identifies elements of a well-designed urban environment.
25. Chapter 8 – DP 2.2 Design Guidelines and Regulations – Adopt regulations and design guidelines consistent with current definitions of good urban design.
26. Chapter 8 – DP 2.3 Design Standards for Public Projects and Structures – Design all public projects and structures to uphold the highest design standards and neighborhood compatibility.
27. Chapter 8 – DP 2.4 Design Flexibility for Neighborhood Facilities – Incorporate flexibility into building design and zoning codes to enable neighborhood facilities to be used for multiple uses.
28. Chapter 8 – DP 2.5 Character of the Public Realm – Enhance the livability of Spokane by preserving the city's historic character and building a legacy of quality new public and private development that further enriches the public realm.
29. Chapter 8 – DP 2.6 Building and Site Design – Ensure that a particular development is thoughtful in design, improves the quality and characteristics of the immediate neighborhood, responds to the site's unique features - including topography, hydrology, and microclimate - and considers intensity of use.
30. Chapter 8 – DP 2.7 Historic District and Sub-Area Design Guidelines – Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.
31. Chapter 8 – DP 2.8 Design Review Process – Apply design guidelines through a review process that relies on the expertise of design professionals and other community representatives to achieve design performance that meets or exceeds citizens' quality of life expectations.
32. Chapter 8 – DP 2.9 Permit Process – Integrate the design review process with other permitting processes to increase efficiency and create a better outcome.

33. Chapter 8 – DP 2.10 Business Entrance Orientation – Orient commercial building entrances and building facades toward the pedestrian sidewalks and pathways that lead to adjoining residential neighborhoods.
34. Chapter 8 – DP 2.11 Improvements Program – Facilitate improvements such as sidewalks, street improvements, street trees, sewers, and parks in neighborhoods and commercial areas designated for higher density development.
35. Chapter 8 – DP 2.12 Infill Development – Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.
36. Chapter 8 – DP 2.13 Parking Facilities Design – Minimize the impacts of surface parking on the neighborhood fabric by encouraging the use of structured parking with active commercial storefronts containing retail, service, or office uses, and improve the pedestrian experience in less intensive areas through the use of street trees, screen walls, and landscaping.
37. Chapter 8 – DP 2.14 Town Squares and Plazas – Require redevelopment areas and new development to provide appropriately scaled open space such as town squares, plazas, or other public or private spaces that can be used as the focus of commercial and civic buildings.
38. Chapter 8 – DP 2.15 Urban Trees and Landscape Areas – Maintain, improve, and increase the number of street trees and planted areas in the urban environment.
39. Chapter 8 – DP 2.16 On-Premises Advertising – Ensure that on-premises business signs are of a size, number, quality, and style to provide identification of the business they support while contributing a positive visual character to the community.
40. Chapter 8 – DP 2.21 Lighting – Maximize the potential for lighting to create the desired character in individual areas while controlling display, flood and direct lighting installations so as to not directly and unintentionally illuminate, or create glare visible from adjacent properties, residential zones or public right-of-way.
41. Chapter 8 – DP 5.1 Neighborhood Participation – Encourage resident participation in planning and development processes that will shape or re-shape the physical character of their neighborhood.
42. Chapter 8 – DP 5.2 Neighborhood Involvement in the City Design Review Process – Encourage neighborhoods to participate in the city's design review process.
43. Chapter 9 – NE 1.2 Stormwater Techniques – Encourage the use of innovative stormwater techniques that protect ground and surface water from contamination and pollution.
44. Chapter 9 – NE 2.3 Native Tree and Plant Protection – Preserve native vegetation in parks and other publicly owned lands in the design and construction of new public facilities.
45. Chapter 9 – NE 4.3 Impervious Surface Reduction – Continue efforts to reduce the rate of impervious surface expansion in the community.

46. Chapter 9 – NE 14.2 New Plaza Design – Develop plazas with native natural elements and formations, such as basalt, Missoula flood stones, stream patterns, river character, native trees, and plants that attract native birds.
47. Chapter 9 – NE 15.5 Nature Themes – Identify and use nature themes in large scale public and private landscape projects that reflect the natural character of the Spokane region.
48. Chapter 10 – SH 3.1 Support for the Arts – Encourage public and private participation in and support of arts and cultural events in recognition of their contribution to the physical, mental, social, and economic wellbeing of the community.
49. Chapter 10 – SH 3.2 Neighborhood Arts Presence – Provide the regulatory flexibility necessary to support and encourage an arts presence at the neighborhood level.
50. Chapter 10 – SH 3.7 Support Local Artists – Solicit local artists to design or produce functional and decorative elements for the public realm, whenever possible.
51. Chapter 10 – SH 4.1 Universal Accessibility – Ensure that neighborhood facilities and programs are universally accessible.
52. Chapter 10 – SH 6.1 Crime Prevention Through Environmental Design Themes – Include the themes commonly associated with Crime Prevention Through Environmental Design (CPTED) in the normal review process for development proposals.
53. Chapter 10 – SH 6.2 Natural Access Control – Use design elements to define space physically or symbolically to control access to property.
54. Chapter 10 – SH 6.3 Natural Surveillance – Design activities and spaces so that users of the space are visible rather than concealed.
55. Chapter 10 – SH 6.4 Territorial Reinforcement – Employ certain elements to convey a sense of arrival and ownership and guide the public through clearly delineated public, semi-public, and private spaces.
56. Chapter 10 – SH 6.5 Project Design Review – Include the crime prevention principles of CPTED in any analysis of projects that come before the Design Review Board.

B. Amendments to Title 17, Unified Development Code, are subject to review and recommendation by the Plan Commission.

C. On March 1, 2022 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.

D. A State Environmental Protection Act (SEPA) Nonproject Determination of Nonsignificance was issued by the City of Spokane on March 28, 2022 and a 14-day

comment period commenced March 28, 2022 through April 11, 2022. No comments were received during the comment period.

E. The proposed text amendment was processed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.

F. A legal notice of public hearing was published in the *Spokesman-Review* on March 30 and April 6, 2022.

G. The Plan Commission held a public hearing on April 13, 2022 to obtain public input on the proposed amendments, if any.

CONCLUSIONS:

1. The Plan Commission has reviewed all public testimony received during the public hearing.

2. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the Comprehensive Plan and that the proposed amendment bears a substantial relation to the public health, safety, welfare, and protection of the environment.

RECOMMENDATION:

In the matter of the amendment to the Unified Development Code proposed by the New Design Guidelines Project, by a vote of 8 to 0, the Plan Commission recommends to the Spokane City Council the approval of the proposed amendments to the Spokane Municipal Code and adopt design guidelines for Public Projects and Structures, Skywalks, and Citywide as proposed by the New Design Guidelines Project. The proposed amendments would repeal SMC Sections 12.02.0450, 12.02.0425.C, 12.02.0460, 12.02.0462, 12.02.0464.A, and 12.02.0474; amend SMC Sections 17G.040.020, 12.02.0405.C, 12.02.0410.B(2), 12.02.0424, 12.02.0470, 12.02.0476, 08.02.0665, 17G.030.020, 17G.060.070, and 17G.060.170; and add SMC Chapter 17C.255 containing Sections 17C.255.010, 17C.255.015, 17C.255.500, 17C.255.510, 17C.255.515, 17C.255.520, 17C.255.525, and 17C.255.530.

Gregory F Francis
Gregory F Francis (Apr 14, 2022 19:15 PDT)

Greg Francis, Vice-President
Spokane Plan Commission

Apr 14, 2022

2022-04-13_PC Findings and Conclusions

Final Audit Report 2022-04-15

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Agenda Sheet for City Council Meeting of: 05/02/2022		**Date Rec'd**	4/15/2022
		Clerk's File #	ORD C36206
		Renews #	
Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT	**Cross Ref #**	**ORD C36204** **ORD C36205**
Contact Name/Phone	DEAN GUNDERSON EXT 6082	**Project #**	
Contact E-Mail	DGUNDERSON@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0650- NEW DESIGN GUIDELINES		

Agenda Wording

New Design Guidelines for Public Projects and Structures, Skywalks over Public Right-of-Way, and City-Wide projects supported by amendments to the Spokane Municipal Code (SMC).

Summary (Background)

The adoption of these provisions will be undertaken via three ordinances. The first ordinance adopts the new design guidelines into the SMC. The second ordinance amends a portion of Title 12 and adopts a new chapter for Skywalks in Title 17C. The third ordinance amends portions of the SMC to clarify the formal design review process.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	BLACK, TIRRELL	**Study Session\Other**	Urban Experience: August 2019, Urban Experience: September 2021, Urban Experience: April 13, 2022, City Council Advance Agenda: April 25, 2022
Division Director	MACDONALD, STEVEN	**Council Sponsor**	CMs Stratton and Cathcart
Finance	ORLOB, KIMBERLY	**Distribution List**	
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Purchasing		dgunderson@spokanecity.org
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ORDINANCE NO. C36206

AN ORDINANCE RELATING TO THE DESIGN REVIEW PROCESS; AMENDING SMC SECTIONS 08.02.0665, 17G.030.020, 17G.060.070, AND 17G.060.170.

WHEREAS, through Chapter 04.13 of the Spokane Municipal Code, the City has established a Design Review Board to ensure that development projects subject to design review are consistent with adopted design guidelines and help to implement the City's Comprehensive Plan; and

WHEREAS, the City of Spokane has adopted three types of development review criteria that guide development of the built environment – (i) Development Standards, (ii) Design Standards, and (iii) Design Guidelines; and

WHEREAS, the focus of the Design Review Board is on ensuring the projects are consistent with Design Guidelines, whereas Development Standards and Design Standards are generally administered by development services staff, department directors, or the hearing examiner, depending on the permit application type; and

WHEREAS, the City has yet to adopt Design Guidelines for a number of project types that trigger the Design Review Process, including skywalks located above public ways, public projects or structures, and any other project subject to design review as required by code; and

WHEREAS, the City finds that it necessary to update its design review regulations to provide the Design Review Board with the necessary tools to (i) improve communication and participation among developers, neighbors, and the City early in the design and siting of new development projects subject to design review, (ii) ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan, (iii) advocate for the aesthetic quality of Spokane's public realm, (iv) encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit, and (v) provide flexibility in the application of development standards as allowed through development standard departures; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance; therefore

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That SMC section 08.02.0665 is amended as follows:

Section 08.02.0665 Design Review

When design review is required or conducted under the provisions of chapter 4.13 SMC or ((~~chapter 11.19 SMC~~)) chapter 17G.040 SMC, fees shall be as follows:

A. ((~~Review~~)) Design review conducted by the urban design staff: Six hundred dollars.

B. ((~~Review~~)) Design review conducted by the design review ((~~committee~~)) board: One thousand two hundred seventy-five dollars.

Section 2. That section 17G.030.020 is amended as follows:

Section 17G.030.020 Applicable Standards

A. Design Departures.

Design departures may be sought for design standards that are identified as Requirements (R) or Presumptions (P). Design departures are not for development standards (i.e., floor area ratio, building height, setbacks and sidewalks, etc.). The sections that allow for design departures include:

((~~1. site and building design standards (i.e., ground floor windows, base/middle/top, articulation, etc.) contained in chapter 17C.120 SMC.~~))

((~~2. the design standards found in chapter 17C.160 SMC, North River Overlay.~~))

1. Those applicable design standards found in chapter 17C.110 Residential Zones.

2. Those applicable design standards found in chapter 17C.120 Commercial Zones.

3. Those applicable design standards found in Attachment "A" of chapter 17C.122, section 17C.122.060 Center and Corridor Zones.

4. Those applicable design standards found in chapter 17C.124 Downtown Zones.

5. Those applicable design standards found in chapter 17C.130 Industrial Zones.

6. Those applicable design standards found in chapter 17C.160 North River Overlay.

7. Those applicable design standards found in chapter 17C.250 Tall Building Standards.

8. Those applicable design standards found in chapter 17G.070 Planned Unit Developments.

9. Any other design standards found in title 17 written as Requirements (R) or Presumptions (P).

Section 3. That section 17G.060.070 is amended as follows:

SMC 17G.060.070 Application Requirements

A. Application requirements for Type I, II, and III project permit applications shall contain the following:

1. Predevelopment meeting summary as provided in SMC 17G.060.050(B), if required in Table 17G.060-3.

2. Application documents provided by the department specifically including:

a. General application;

b. Supplemental application;

c. Environmental checklist, if required under chapter 17E.050 SMC;

d. Filing fees as required under chapter 8.02 SMC;

e. A site plan drawn to scale showing:

i. property dimensions;

ii. location and dimensions of all existing and proposed physical improvements;

iii. location and type of landscaping;

iv. walkways and pedestrian areas;

v. off-street parking areas and access drives;

vi. refuse facilities; and

vii. significant natural features, such as slopes, trees, rock outcrops including critical areas.

f. Required number of documents, plans, or maps (as set forth in the application checklist);

g. Written narrative identifying consistency with the applicable policies, regulations, and criteria for approval of the permit requested;

h. Other plans, such as building elevations, landscaping plans, or sign plans, which are determined by the permitting department to be necessary to support the application; and

i. Additional application information may be requested by the permitting department and may include, but is not limited to, the following:

i. geotechnical studies,

ii. hydrologic studies,

iii. critical area studies,

iv. noise studies,

v. air quality studies,

vi. visual analysis, and

vii. transportation impact studies.

B. The following Type II and III applications shall meet the requirements in this subsection in addition to the provisions of subsection (A) of this section:

1. Shoreline – Substantial Development Permit, Conditional Use Permit and Variance.

a. Name, address, and phone number of the applicant.
The applicant should be the owner of the property or the primary proponent of the project and not the representative of the owner or primary proponent.

b. Name, address, and phone number of the applicant's representative if other than the applicant.

c. Name, address, and phone number of the property owner, if other than the applicant.

d. Location of the property.
This shall, at a minimum, include the property address and identification of the section, township and range to the nearest quarter, quarter section or latitude and longitude to the nearest minute.

e. Identification of the name of the shoreline (water body) with which the site of the proposal is associated.

f. General description of the proposed project that includes the proposed use or uses and the activities necessary to accomplish the project.

g. General description of the property as it now exists, including its physical characteristics and improvements and structures.

h. General description of the vicinity of the proposed project, including identification of the adjacent uses, structures and improvements, intensity of development and physical characteristics.

i. A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale to depict clearly all required information, photographs and text which shall include:

    i. the boundary of the parcels(s) of land upon which the development is proposed;

    ii. the ordinary high-water mark of all water bodies located adjacent to or within the boundary of the project. This may be an approximate location, provided that for any development where a determination of consistency with the applicable regulations requires a precise location of the ordinary high-water mark, the mark shall be located precisely and the biological and hydrological basis for the location as indicated on the plans shall be included in the development plan. Where the ordinary high-water mark is neither adjacent to or within the boundary of the project, the plan shall indicate the distance and direction to the nearest ordinary high-water mark of a shoreline;

    iii. existing and proposed land contours. The contours shall be at intervals sufficient to accurately determine the existing character of the property and the extent of proposed change to the land that is necessary for the development. Areas within the boundary that will

not be altered by the development may be indicated as such and contours approximated for that area;

iv. a delineation of all wetland areas that will be altered or used as a part of the development;

v. the dimensions and locations of all existing and proposed structures and improvements, including but not limited to: buildings, paved or graveled areas, roads, utilities, material stockpiles or surcharge, and stormwater management facilities;

vi. an inventory of the existing vegetation on the proposed project site, including the location, type, size, and condition, pursuant to SMC 17E.060.240, Shoreline Vegetation Inventory;

vii. a landscape plan prepared and stamped by a licensed landscape architect, registered in the state of Washington;

viii. where applicable, plans for development of areas on or off the site as mitigation for impacts associated with the proposed project shall be included;

ix. quality, source and composition of any fill material that is placed on the site, whether temporary or permanent;

x. quantity, composition and destination of any excavated or dredged material;

xi. vicinity map showing the relationship of the property and proposed development or use to roads, utilities, existing developments, and uses on adjacent properties;

xii. where applicable, a depiction of the impacts to views from existing residential uses;

xiii. on all variance applications, the plans shall clearly indicate where development could occur without the approval of a variance, the physical features and circumstances of the property that provide a basis for the request, and the location of adjacent structures and uses.

2. Certificate of Compliance.

   a. Site plan is to be prepared by a licensed surveyor; and

b. Copies of building permits or other data necessary to demonstrate the building was erected in good faith and all reasonable efforts comply with the code.

3. Plans-in-lieu of Compliance.

   a. Alternative development plan designed in conformance with the applicable development regulations; and

   b. A written narrative of how the proposed development plan is superior, or more innovative, or provides greater public benefit.

4. Preliminary Plat, Short Plat, and Binding Site Plan.
   As provided in chapter 17G.080 SMC.

5. PUD.

   a. Profiles of any structures more than one story, shown in relation to finished grade.

   b. Location, dimension, and boundary of proposed open space.

   c. Site plan demonstrating compliance with ((~~chapter 11.19 SMC~~)) title 17C SMC including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.

6. Skywalk.

   a. A legal description of airspace to be occupied.

   b. Architectural and engineering plans.

   c. Artist's rendering of the proposed skywalk; and

   d. Written narrative of the access for the public from the street, other buildings, and other skywalks.

   e. Acceptance of the final design review recommendations.

   f. Location and design of all wayfinding signage to be placed to ensure public access.

7. Floodplain – Floodplain Development Permit and Variance.
   As provided in chapter 17E.030 SMC.

Section 4. That section 17G.060.170 is amended as follows:

Section 17G.060.170 Decision Criteria

A. The purpose of the following sections is to establish the decision criteria for all permit types regardless of whether the decision is made by the director, hearing examiner, or city council, as applicable.

B. The burden is upon the applicant to present sufficient evidence relevant to the appropriate criteria in support of the application. The decision-maker must make affirmative findings of fact relative to each criterion or the application must be denied.

C. The following decision criteria shall be used for Type II and III permit applications:

   1. The proposal is allowed under the provisions of the land use codes.

   2. The proposal is consistent with the comprehensive plan designation and goals, objectives and policies for the property.

   3. The proposal meets the concurrency requirements of chapter 17D.010 SMC.

   4. If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic, or cultural features.

   5. The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effects or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use.

D. The following Type II and III applications have decision criteria listed in this subsection that are required to be met in addition to the provisions of subsection (C) of this section:

   1. Shoreline Substantial Development Permit.

      a. Consistency with the map, goals, and policies of the shoreline master program; and

b. Consistency with chapter 90.58 RCW (Shoreline Management Act) and chapter 173-27 WAC (Permits for Development on Shorelines of the State).

2. Shoreline Conditional Use Permit.

The purpose of a shoreline conditional use permit is to provide a system within the shoreline master program which allows flexibility in the application of use regulations in a manner consistent with the policies of RCW 90.58.020. In authorizing a conditional use, special conditions may be attached to the permit by local government or the department to prevent undesirable effects of the proposed use and/or to assure consistency of the project with the act and the shoreline master program.

a. Uses classified or set forth in these shoreline regulations in Table 17E.060-4 as conditional uses, as well as unlisted uses, may be authorized provided the applicant can demonstrate all of the following:

i. The proposed use is consistent with the policies of RCW 90.58.020 and the shoreline master program.

ii. The proposed use will not unreasonably interfere with the normal public use of public shorelines.

iii. The cumulative impact of several additional conditional use permits on the shoreline in the area will not preclude achieving the goals of the shoreline master program.

iv. The proposed use of the site and design of the project is compatible with other authorized uses within the area and with uses planned for the area under the comprehensive plan and the shoreline master program.

v. The proposed use will cause no significant adverse effects to the shoreline environment in which it is to be located, and the public interest in enjoying physical and visual access suffers no substantial detrimental effect.

b. Consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if conditional use permits were to be granted for other developments in the area where

similar circumstances exist, the total of the conditional and shall not produce substantial adverse effects to the shoreline environment.

c. Other uses which are not classified or set forth in the shoreline master program may be authorized as conditional uses provided the applicant can demonstrate consistency with the requirements of this section and the requirements for conditional uses contained in the shoreline master program.

d. Uses which are specifically prohibited by the shoreline master program shall not be authorized by conditional use.

3. Shoreline Variance Permit.

The purpose of a variance permit is strictly limited to granting relief from specific bulk, dimensional or performance standards set forth in shoreline master program where there are extraordinary circumstances relating to the physical character or configuration of property such that the strict implementation of the shoreline master program will impose unnecessary hardships on the applicant or thwart the policies set forth in RCW 90.58.020.

a. Variance permits should be granted in circumstances where denial of the permit would result in a thwarting of RCW 90.58.020. In all instances, the applicant must demonstrate that extraordinary circumstances exist and demonstrate that the public interest in enjoying physical and visual access to the shorelines shall suffer no substantial detrimental effect.

b. Variance permits for development and/or uses that will be located landward of the ordinary high-water mark, as defined in RCW 90.58.030(2)(b), and/or landward of any wetland as defined in RCW 90.58.030(2)(h), may be authorized provided the applicant can demonstrate all of the following:

i. That the strict application of the bulk, dimensional, or performance standards set forth in the shoreline master program regulations precludes, or significantly interferes with, reasonable use of the property.

ii. That the hardship described in (i) of this subsection is specifically related to the property, and is the result of unique conditions such as irregular lot shape, size, or natural features and the application of the shoreline master program regulations, and not, for example, from deed restrictions or the applicant's own actions.

iii. That the design of the project is compatible with other authorized uses within the area and with uses planned for the area under the

comprehensive plan and SMP regulations and will not cause adverse impacts to the shoreline environment.

iv. That the variance will not constitute a grant of special privilege not enjoyed by the other properties in the area.

v. That the variance requested is the minimum necessary to afford relief.

vi. That the public interest in enjoying physical and visual access to the shorelines will suffer no substantial detrimental effect.

c. Variance permits for development and/or uses that will be located waterward of the ordinary high-water mark (OHWM), as defined in RCW 90.58.030(2)(b), or within any wetland as defined in RCW 90.58.030(2)(h), may be authorized provided the applicant can demonstrate all of the following:

i. That the strict application of the bulk, dimensional, or performance standards set forth in the shoreline master program precludes all reasonable use of the property.

ii. That the proposal is consistent with the criteria established under WAC 173-27-170(2)(b) through (f); and

iii. That the public rights of navigation and use of the shorelines will not be adversely affected.

d. In the granting of variance permits, consideration shall be given to the cumulative impact of additional requests for like actions in the area. For example, if variances were to be granted to other developments and/or uses in the area where similar circumstances exist the total of the variances shall also remain consistent with the policies of RCW 90.58.020 and shall not cause substantial adverse effects to the shoreline environment.

e. Variances from the use regulations of the shoreline master program are prohibited.

4. PUD and Plans-in-lieu.

All of the following criteria are met:

a. Compliance with All Applicable Standards.

The proposed development and uses comply with all applicable standards of the title, except where adjustments are being approved as part of the concept plan application, pursuant to the provisions of SMC 17G.070.200(F)(2).

b. Architectural and Site Design.

The proposed development ((~~has completed the design review process and the design review committee/staff has found that the project~~)) demonstrates the use of innovative, aesthetic, and energy-efficient architectural and site design.

c. Transportation System Capacity.

There is either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be adequate capacity by the time each phase of development is completed.

d. Availability of Public Services.

There is either sufficient capacity within public services such as water supply, police and fire services, and sanitary waste and stormwater disposal to adequately serve the development proposed in all future phases, or there will be adequate capacity available by the time each phase of development is completed.

e. Protection of Designated Resources.

City-designated resources such as historic landmarks, view sheds, street trees, urban forests, critical areas, or agricultural lands are protected in compliance with the standards in this and other titles of the Spokane Municipal Code.

f. Compatibility with Adjacent Uses.

The concept plan contains design, landscaping, parking/traffic management and multi-modal transportation elements that limit conflicts between the planned unit development and adjacent uses. There shall be a demonstration that the reconfiguration of uses is compatible with surrounding uses by means of appropriate setbacks, design features, or other techniques.

g. Mitigation of Off-site Impacts.

All potential off-site impacts including litter, noise, shading, glare, and traffic will be identified and mitigated to the extent practicable.

5. Plat, Short Plat, and Binding Site Plan.

   The proposed subdivision makes appropriate (in terms of capacity and concurrence) provisions for:

   a. public health, safety and welfare;

   b. open spaces;

   c. drainage ways;

   d. streets, roads, alleys, and other public ways;

   e. transit stops;

   f. potable water supplies;

   g. sanitary wastes;

   h. parks, recreation, and playgrounds;

   i. schools and school grounds; and

   j. sidewalks, pathways, and other features that assure safe walking conditions.

E. The following Type II and III applications are not subject to subsections (C) and (D) of this section; they shall comply with the following decision criteria:

   1. Variance.

      a. A variance or modification of the standard or requirement is not prohibited by the land use codes.

      b. No other procedure is provided in this chapter to vary or modify the standard or requirement, or compliance with such other procedure would be unduly burdensome.

      c. Strict application of the standard or requirement would create an unnecessary hardship due to one or more of the reasons listed below. Mere

economic hardship or self-created hardship are not considered for the purposes of this section.

i. The property cannot be developed to the extent similarly zoned property in the area can be developed because the physical characteristics of the land, the improvements or uses located on the land do not allow such development; or

ii. Compliance with the requirement or standard would eliminate or substantially impair a natural, historic, or cultural feature of area-wide significance.

d. In addition, the following objectives shall be reasonably satisfied:

i. Surrounding properties will not suffer significant adverse effects.

ii. The appearance of the property or use will not be inconsistent with the development patterns of the surrounding property; and

iii. The ability to develop the property in compliance with other standards will not be adversely affected.

e. No variance may be granted to allow or establish a use that is not allowed in the underlying districts as a permitted use; or to modify or vary a standard or requirement of an overlay zone, unless specific provision allow a variance.

f. Floodplain variance is subject the additional criteria of SMC 17E.030.090 and SMC 17E.030.100.

2. Certificate of Compliance.

a. Written documentation establishes that all necessary permits were issued and inspections conducted, or the current owner of the property is not the same party responsible for the creation of the violation, but is an innocent purchaser for value.

b. Approval of the certificate of compliance is necessary to relieve the applicant of a substantial practical or economic hardship; and

c. Approval of the certificate of compliance will not adversely affect the neighboring property or the area.

3. Skywalk Permit and Air Rights Use Permit.

a. The proposed skywalk or air rights use is consistent with the comprehensive plan.

b. The proposed ((~~skywalk or~~)) air rights use conforms to the standards contained in ((~~SMC 12.02.0430 through SMC 12.02.0474~~)) SMC 12.02 Article III and the skywalk conforms to the standards contained in SMC 17C.255.500 through SMC 17C.255.530, unless the design review board has approved design deviations.

c. The proposed skywalk or air rights use conforms to the standards contained in the development codes.

d. The City is compensated for the fair market value of public air space used for any activity other than public pedestrian circulation.

e. An agreement, satisfactory to the city attorney, indemnifies and holds the City harmless against all loss or liability, and the applicant obtained approved public liability insurance, naming the City as an additional named insured, with combined limits of five hundred thousand dollars.

Section 5. Severability Clause. If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance.

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 PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING THE DESIGN GUIDELINES AND DESIGN REVIEW ORDINANCES

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code and adopt design guidelines for Public Projects and Structures, Skywalks, and Citywide as proposed by the New Design Guidelines project. The proposed amendments would repeal SMC Sections 12.02.0450, 12.02.0425.C, 12.02.0460, 12.02.0462, 12.02.0464.A, and 12.02.0474; amend SMC Sections 17G.040.020, 12.02.0405.C, 12.02.0410.B(2), 12.02.0424, 12.02.0470, 12.02.0476, 08.02.0665, 17G.030.020, 17G.060.070, and 17G.060.170; and add SMC Chapter 17C.255 containing Sections 17C.255.010, 17C.255.015, 17C.255.500, 17C.255.510, 17C.255.515, 17C.255.520, 17C.255.525, and 17C.255.530.

FINDINGS OF FACT:

A. The proposed text amendments aligns with the following adopted Shaping Spokane Comprehensive Plan policies:

1. Chapter 3 Land Use, LU 2.1 Public Realm Features – Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment.
2. Chapter 3 – Land Use, LU 2.2 Performance Standards - Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses.
3. Chapter 3 – Land Use, LU 4.4 Connections – Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.
4. Chapter 3 – Land Use, LU 5.1 Built and Natural Environment – Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.
5. Chapter 3 – LU 5.2 Environmental Quality Enhancement – Encourage site locations and design features that enhance environmental quality and compatibility with surrounding land uses.
6. Chapter 3 – LU 5.4 Natural Features and Habitat Protection – Ensure development is accomplished in a manner that protects significant natural features and wildlife habitat.
7. Chapter 3 – LU 5.5 Compatible Development – Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.

8. Chapter 3 – LU 6.4 City and School Cooperation – Continue the cooperative relationship between the city and school officials.
9. Chapter 3 – LU 6.9 Facility Compatibility with Neighborhood – Ensure the utilization of architectural and site designs of essential public facilities that are compatible with the surrounding area.
10. Chapter 3 – LU 7.1 Regulatory Structure – Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit.
11. Chapter 4 – TR 1 Transportation Network for All Users – Design the transportation system to provide a complete transportation network for all users, maximizing innovation, access, choice, and options throughout the four seasons. Users include pedestrians, bicyclists, transit riders, and persons of all abilities, as well as freight, emergency vehicles, and motor vehicle drivers.
12. Chapter 4 – TR 2 Transportation Supporting Land Use – Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.
13. Chapter 4 – TR 7 Neighborhood Access – Require developments to have open, accessible, internal multi-modal transportation connections to adjacent properties and streets on all sides.
14. Chapter 4 – TR 9 Promote Economic Opportunity – Focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city's designated growth areas, develop "Great Streets" that enhance commerce and attract jobs.
15. Chapter 4 – TR 13 Infrastructure Design – Maintain and follow design guidelines (including national guidelines such as MUTCD, NACTO, AASHTO) reflecting best practices that provide for a connected infrastructure designed for our climate and potential emergency management needs, and respecting the local context. Local context may guide signage and elements such as traffic calming, street furniture, bicycle parking, and community spaces. Accessibility guidelines and emergency management needs will be maintained.
16. Chapter 4 – TR 15 Activation – Build great streetscapes and activate public spaces in the right-of-way to promote economic vitality and a sense of place, with a focus on the designated Centers and Corridors identified in the Land Use chapter.
17. Chapter 7 – ED 6.1 Infrastructure Projects – Promote infrastructure projects that enhance the city's quality of life and business climate.
18. Chapter 7 – ED 7.6 Development Standards and Permitting Process – Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals.

19. Chapter 7 – ED 8.1 Quality of Life Protection – Protect the natural and built environment as a primary quality of life feature that allows existing businesses to expand and that attracts new businesses, residents, and visitors.
20. Chapter 8 – DP 1.1 Landmark Structures, Buildings, and Sites – Recognize and preserve unique or outstanding landmark structures, buildings, and sites.
21. Chapter 8 – DP 1.2 New Development in Established Neighborhoods – Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.
22. Chapter 8 – DP 1.3 Significant Views and Vistas – Identify and maintain significant views, vistas, and viewpoints, and protect them by establishing appropriate development regulations for nearby undeveloped properties.
23. Chapter 8 – DP 1.4 Gateway Identification – Establish and maintain gateways to Spokane and individual neighborhoods consisting of physical elements and landscaping that create a sense of place, identity, and belonging.
24. Chapter 8 – DP 2.1 Definition of Urban Design – Recognize current research that defines urban design and identifies elements of a well-designed urban environment.
25. Chapter 8 – DP 2.2 Design Guidelines and Regulations – Adopt regulations and design guidelines consistent with current definitions of good urban design.
26. Chapter 8 – DP 2.3 Design Standards for Public Projects and Structures – Design all public projects and structures to uphold the highest design standards and neighborhood compatibility.
27. Chapter 8 – DP 2.4 Design Flexibility for Neighborhood Facilities – Incorporate flexibility into building design and zoning codes to enable neighborhood facilities to be used for multiple uses.
28. Chapter 8 – DP 2.5 Character of the Public Realm – Enhance the livability of Spokane by preserving the city's historic character and building a legacy of quality new public and private development that further enriches the public realm.
29. Chapter 8 – DP 2.6 Building and Site Design – Ensure that a particular development is thoughtful in design, improves the quality and characteristics of the immediate neighborhood, responds to the site's unique features - including topography, hydrology, and microclimate - and considers intensity of use.
30. Chapter 8 – DP 2.7 Historic District and Sub-Area Design Guidelines – Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district.
31. Chapter 8 – DP 2.8 Design Review Process – Apply design guidelines through a review process that relies on the expertise of design professionals and other community representatives to achieve design performance that meets or exceeds citizens' quality of life expectations.
32. Chapter 8 – DP 2.9 Permit Process – Integrate the design review process with other permitting processes to increase efficiency and create a better outcome.

33. Chapter 8 – DP 2.10 Business Entrance Orientation – Orient commercial building entrances and building facades toward the pedestrian sidewalks and pathways that lead to adjoining residential neighborhoods.
34. Chapter 8 – DP 2.11 Improvements Program – Facilitate improvements such as sidewalks, street improvements, street trees, sewers, and parks in neighborhoods and commercial areas designated for higher density development.
35. Chapter 8 – DP 2.12 Infill Development – Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.
36. Chapter 8 – DP 2.13 Parking Facilities Design – Minimize the impacts of surface parking on the neighborhood fabric by encouraging the use of structured parking with active commercial storefronts containing retail, service, or office uses, and improve the pedestrian experience in less intensive areas through the use of street trees, screen walls, and landscaping.
37. Chapter 8 – DP 2.14 Town Squares and Plazas – Require redevelopment areas and new development to provide appropriately scaled open space such as town squares, plazas, or other public or private spaces that can be used as the focus of commercial and civic buildings.
38. Chapter 8 – DP 2.15 Urban Trees and Landscape Areas – Maintain, improve, and increase the number of street trees and planted areas in the urban environment.
39. Chapter 8 – DP 2.16 On-Premises Advertising – Ensure that on-premises business signs are of a size, number, quality, and style to provide identification of the business they support while contributing a positive visual character to the community.
40. Chapter 8 – DP 2.21 Lighting – Maximize the potential for lighting to create the desired character in individual areas while controlling display, flood and direct lighting installations so as to not directly and unintentionally illuminate, or create glare visible from adjacent properties, residential zones or public right-of-way.
41. Chapter 8 – DP 5.1 Neighborhood Participation – Encourage resident participation in planning and development processes that will shape or re-shape the physical character of their neighborhood.
42. Chapter 8 – DP 5.2 Neighborhood Involvement in the City Design Review Process – Encourage neighborhoods to participate in the city's design review process.
43. Chapter 9 – NE 1.2 Stormwater Techniques – Encourage the use of innovative stormwater techniques that protect ground and surface water from contamination and pollution.
44. Chapter 9 – NE 2.3 Native Tree and Plant Protection – Preserve native vegetation in parks and other publicly owned lands in the design and construction of new public facilities.
45. Chapter 9 – NE 4.3 Impervious Surface Reduction – Continue efforts to reduce the rate of impervious surface expansion in the community.

46. Chapter 9 – NE 14.2 New Plaza Design – Develop plazas with native natural elements and formations, such as basalt, Missoula flood stones, stream patterns, river character, native trees, and plants that attract native birds.
47. Chapter 9 – NE 15.5 Nature Themes – Identify and use nature themes in large scale public and private landscape projects that reflect the natural character of the Spokane region.
48. Chapter 10 – SH 3.1 Support for the Arts – Encourage public and private participation in and support of arts and cultural events in recognition of their contribution to the physical, mental, social, and economic wellbeing of the community.
49. Chapter 10 – SH 3.2 Neighborhood Arts Presence – Provide the regulatory flexibility necessary to support and encourage an arts presence at the neighborhood level.
50. Chapter 10 – SH 3.7 Support Local Artists – Solicit local artists to design or produce functional and decorative elements for the public realm, whenever possible.
51. Chapter 10 – SH 4.1 Universal Accessibility – Ensure that neighborhood facilities and programs are universally accessible.
52. Chapter 10 – SH 6.1 Crime Prevention Through Environmental Design Themes – Include the themes commonly associated with Crime Prevention Through Environmental Design (CPTED) in the normal review process for development proposals.
53. Chapter 10 – SH 6.2 Natural Access Control – Use design elements to define space physically or symbolically to control access to property.
54. Chapter 10 – SH 6.3 Natural Surveillance – Design activities and spaces so that users of the space are visible rather than concealed.
55. Chapter 10 – SH 6.4 Territorial Reinforcement – Employ certain elements to convey a sense of arrival and ownership and guide the public through clearly delineated public, semi-public, and private spaces.
56. Chapter 10 – SH 6.5 Project Design Review – Include the crime prevention principles of CPTED in any analysis of projects that come before the Design Review Board.

B. Amendments to Title 17, Unified Development Code, are subject to review and recommendation by the Plan Commission.

C. On March 1, 2022 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.

D. A State Environmental Protection Act (SEPA) Nonproject Determination of Nonsignificance was issued by the City of Spokane on March 28, 2022 and a 14-day

comment period commenced March 28, 2022 through April 11, 2022. No comments were received during the comment period.

E. The proposed text amendment was processed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.

F. A legal notice of public hearing was published in the *Spokesman-Review* on March 30 and April 6, 2022.

G. The Plan Commission held a public hearing on April 13, 2022 to obtain public input on the proposed amendments, if any.

CONCLUSIONS:

1. The Plan Commission has reviewed all public testimony received during the public hearing.

2. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the Comprehensive Plan and that the proposed amendment bears a substantial relation to the public health, safety, welfare, and protection of the environment.

RECOMMENDATION:

In the matter of the amendment to the Unified Development Code proposed by the New Design Guidelines Project, by a vote of 8 to 0, the Plan Commission recommends to the Spokane City Council the approval of the proposed amendments to the Spokane Municipal Code and adopt design guidelines for Public Projects and Structures, Skywalks, and Citywide as proposed by the New Design Guidelines Project. The proposed amendments would repeal SMC Sections 12.02.0450, 12.02.0425.C, 12.02.0460, 12.02.0462, 12.02.0464.A, and 12.02.0474; amend SMC Sections 17G.040.020, 12.02.0405.C, 12.02.0410.B(2), 12.02.0424, 12.02.0470, 12.02.0476, 08.02.0665, 17G.030.020, 17G.060.070, and 17G.060.170; and add SMC Chapter 17C.255 containing Sections 17C.255.010, 17C.255.015, 17C.255.500, 17C.255.510, 17C.255.515, 17C.255.520, 17C.255.525, and 17C.255.530.

Gregory F Francis
Gregory F Francis (Apr 14, 2022 19:15 PDT)

Greg Francis, Vice-President
Spokane Plan Commission

Apr 14, 2022

2022-04-13_PC Findings and Conclusions

Final Audit Report 2022-04-15

Created:	2022-04-15
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJtrNpSFwb9cwIrgkVjC8Q8gwJQdIGi6L

"2022-04-13_PC Findings and Conclusions" History

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Agreement completed.
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Agenda Sheet for City Council Meeting of: 05/09/2022		**Date Rec'd**	4/20/2022
		Clerk's File #	ORD C36208
		Renews #	
Submitting Dept	DSC, CODE ENFORCEMENT &	**Cross Ref #**	
Contact Name/Phone	DONNA DEBIT 6637	**Project #**	
Contact E-Mail	DDEBIT@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	4700 - SUNSET REZONE - ZONING MAP CHANGE		

Agenda Wording

Ordinance changing the zone from Neighborhood Retail 35 (NR-35) to Neighborhood Retail 55 (NR-55)for property located at 2918 & 2921 W 8th Ave and 2937 W 7th Ave in the City & County of Spokane, State of Washington by amending the Official Zoning Map

Summary (Background)

A rezone request to change the zoning at the above addresses from NR-35 and NR-55 (Neighborhood Retail with a height limit of 35ft to Neighborhood Retail with a height limit of 55ft) was approved by the Hearing Examiner on February 8, 2022. This rezone does not change the allowable uses to be built in this location, only the allowable height of a structure. This rezone was processed as a Type III application with a public hearing held on January 26, 2022 and February 3, 2022.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact		**Budget Account**
Neutral	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	DUVALL, MEGAN	**Study Session\Other**	UE 4/11/22
Division Director	MACDONALD, STEVEN	**Council Sponsor**	CM's Betsy Wilkerson and Lori Kinnear
Finance	WALLACE, TONYA	**Distribution List**	
Legal	RICHMAN, JAMES	ddebit@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	tpalmquist@spokanecity.org	
Additional Approvals		smacdonald@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

With City Council's approval, the zoning map will be updated to reflect this change.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO. C36208

An Ordinance changing the zone from Neighborhood Retail 35 (NR-35) to Neighborhood Retail 55 (NR-55) for property located at 2921 W 8th Ave, 2918 W 8th Ave, and 2937 W 7th Ave. in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

WHEREAS, the Hearing Examiner held a public hearing on this matter on January 26, 2022 and February 3, 2022 on the request of the owner of certain property zoned Neighborhood Retail 35 (NR-35), and generally located at the northwest corner of Government Way and W. Sunset Blvd. in the City and County of Spokane, State of Washington, and on February 8, 2022, recommended approval of said zone change for said property subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, dated February 8, 2022, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the properties described as:

TERRACE PK LEWIS&SHAWS PT OF L3TO6 B15 PTN L3-4-5&6 NLY OFHWY INC VAC 30FT STP N OF&ADJ & ADJ ST HWY;

TERRACE PK LEWIS & SHAWS, L7 TO L11 B14: L7-8-9 INC VAC 30FT STP S OF & ADJ; L10 & L11 INC VAC 30FT STP S OF & ADJ; EXC R/W TOG W/ vacated alley lyg n of & adj to said lots;

TERRACE PK LEWIS&SHAWS LESS R/W L4-5;ALL L6 B14 tog w/ vacated alley lyg s of & adj to said lots

in the County of Spokane, State of Washington, with a Neighborhood Retail 55 (NR-55) Zone.

Passed the City Council_____

_____
Council President

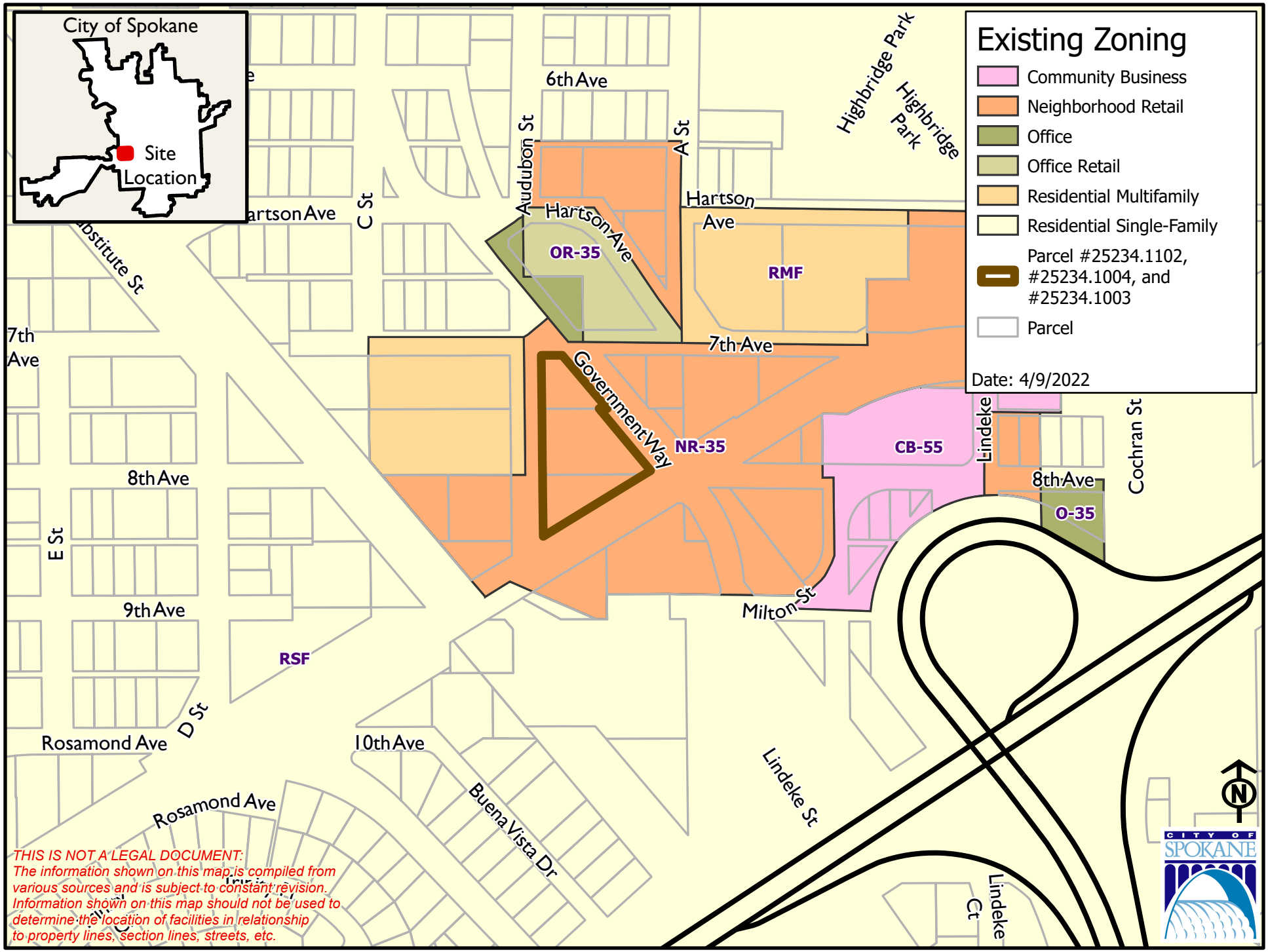
Attest:_____
City Clerk

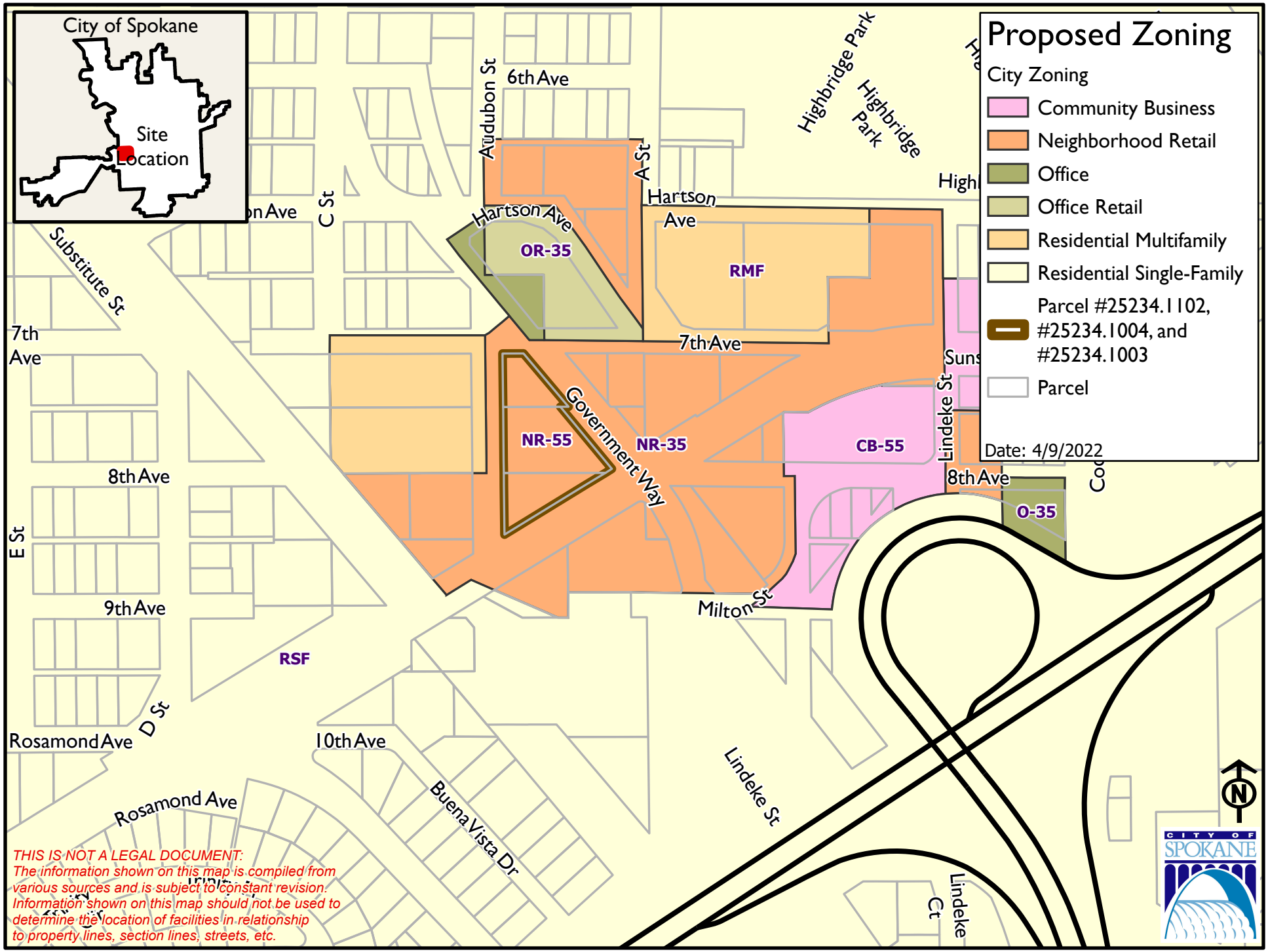
Approved as to Form:

_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date


City of Spokane
Site Location
Existing Zoning
Community Business
Neighborhood Retail
Office
Office Retail
Residential Multifamily
Residential Single-Family
Parcel #25234.1102, #25234.1004, and #25234.1003
Parcel
Date: 4/9/2022
6th Ave
Audubon St
A St
Highbridge Park
Highbridge Park
Hartson Ave
Hartson Ave
C St
OR-35
RMF
7th Ave
7th Ave
Government Way
NR-35
CB-55
Lindeke
Cochran St
8th Ave
8th Ave
O-35
E St
9th Ave
RSF
Milton St
D St
Rosamond Ave
10th Ave
Buena Vista Dr
Rosamond Ave
Lindeke St
Lindeke Ct
N
CITY OF SPOKANE
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
Site Location
Proposed Zoning
City Zoning
Community Business
Neighborhood Retail
Office
Office Retail
Residential Multifamily
Residential Single-Family
Parcel #25234.1102, #25234.1004, and #25234.1003
Parcel
Date: 4/9/2022
OR-35
RMF
NR-55
NR-35
CB-55
O-35
RSF
Hartson Ave
6th Ave
7th Ave
8th Ave
9th Ave
10th Ave
Rosamond Ave
Milton St
Government Way
Lindeke St
Buena Vista Dr
Audubon St
A St
C St
D St
E St
Substitute St
Highbridge Park
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

CITY OF SPOKANE HEARING EXAMINER

Re:	Rezone Application by Land Use Solutions and Entitlement to rezone properties located at Government Way and Sunset Boulevard from NR 35 to NR 55.	))))	FINDINGS, CONCLUSIONS, AND DECISION FILE NO. Z21-318REZN

SUMMARY OF PROPOSAL AND DECISION

Proposal: The Applicant, Dwight Hume, Land Use Solutions and Entitlement, seeks to rezone three lots located at the intersection of Government Way and Sunset Boulevard from NR-35 (Neighborhood Retail with a 35-foot height limit) to NR- 55 (Neighborhood Retail with a 55-foot height limit). The proposed rezone does not change the uses allowed at this location, only the allowable height of a structure. This is a Type III application process.

Decision: Approved, with conditions.

FINDINGS OF FACT
BACKGROUND INFORMATION

Applicant/ Agent: Land Use Solutions and Entitlement
c/o Dwight Hume
9101 N. Mt. View Lane
Spokane, WA 99218

Property Owner: Gib & Susan Brumback
2937 W. 7th Avenue
Spokane, WA 99224

Property Location: The site is located west of Government Way and north of Sunset Boulevard, adjacent to the intersection of these roads. The properties are addressed as 2921 W. 8th Avenue, 2918 W. 8th Avenue, and 2937 W. 7th Avenue, Spokane, Washington. The properties are designated as Tax Parcel Nos. 25234.1102, 25234.1004, and 25234.1003.

Zoning: All three parcels are zoned Neighborhood Retail 35 (NR-35)

Comprehensive Plan Map Designation: The property is designated as Mini Center in the City of Spokane Comprehensive Plan (CP).

Site Description: There are three vacant parcels, totaling 1.43 acres in size. The site is a triangular area bounded by South Audubon Street, South Government Way, and West Sunset Boulevard. The site is generally flat with a basalt underlayment. There are no improvements on the property. There are no critical areas or environmentally sensitive areas on the site.

Surrounding Conditions and Uses: Land located to the east and south is zoned NR-35 and designated as Mini Center in the CP. Land to the west is zoned Residential Multi-Family (RMF) with a Residential 15-20 CP designation. Land to the north is zoned Residential Single Family

(RSF) with Residential 4-10 CP designation. To the north, there is also an area that is zoned and designated as office.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code (SMC) 17C.120, Commercial Zones and SMC 17G.060.170, Decision Criteria.

Notice of Community Meeting: Mailed: September 6, 2021
Posted: September 6, 2021

Community Meeting: September 21, 2021

Notice of Application/Public Hearing: Mailed: January 11, 2022
Posted: January 11, 2022

Public Hearing Date: February 3, 2022

Site Visit: February 3, 2022

State Environmental Policy Act (SEPA): A Determination of Nonsignificance (DNS) was issued by the City of Spokane on January 19, 2022. Any appeal of the DNS was due on February 2, 2022. No appeal was filed.

Testimony:

Donna deBit, Assistant Planner
City of Spokane Planning & Development
808 West Spokane Falls Boulevard
Spokane, WA 99201

Dwight Hume
Land Use Solutions and Entitlement
9101 N. Mt. View Lane
Spokane, WA 99218

Mike Gifford
West Hills Neighborhood Council
3109 W. Trinity Place
Spokane, WA 99224

Submitted comments to the record:

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Exhibits:

Staff Report dated January 19, 2022, including the following attachments:

1. Application Materials
2. SEPA Checklist
3. Determination of Nonsignificance (DNS)
4. Public Comments
5. Request for Agency Comments, including:
    a. Washington State Department of Archaeology and Historic Preservation (WSDAHP)
    b. City of Spokane Engineering
    c. Spokane Transit Authority
    d. Spokane Tribe of Indians
6. Noticing Documents, including:
    a. Notice of Application and Public Hearing
        i. Public Notice Sign/Posting/Mailing instructions
        ii. Parcel List
        iii. Public Notice Letter with Map
        iv. Title Company Certification
        v. Affidavits
            1. Individual Notice
            2. Public Notice
7. Community Meeting Materials including:
    a. Community Meeting Instructions
    b. Notice of Community Meeting
    c. Community Meeting Notes
    d. Community Meeting Roster
    e. Community Meeting Chat
    f. Affidavits
        i. Individual Notice
        ii. Public Notice
8. Staff Presentation

FINDINGS AND CONCLUSIONS

Rezones are Type III decisions that must satisfy the criteria set forth in SMC Section 17C.060.170. *See* SMC 17C.060.170(C)(1)-(5); *see also* Table 17G.060-1 (stating that zone reclassifications are Type III decisions). The Hearing Examiner has reviewed the proposed Rezone and the evidence of record with regard to the application and makes the following findings and conclusions:

1. *The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).*

The Applicant proposes to rezone its properties from Neighborhood Retail with a 35-foot height limit (NR-35) to Neighborhood Retail with a 55-foot height limit (NR-55). This proposal would not change the uses allowed on the properties. However, if approved, the proposal would change the height limitations that apply to the properties. Changes to the height limits require a rezone. *See* SMC 17C.120.220(B)(1).

The site is located within an area of land designated as Neighborhood Mini-Center on the CP. Neighborhood Retail (NR) zoning is an implementing zone for this land use designation. *See* SMC 17C.120.030(C). The rezone is necessary to account for the modified height limitation, as discussed above, but the classification will remain NR. In addition, as a site-specific rezone that implements the CP, the proposal is quasi-judicial and can be considered at any time. *See* SMC 17G.020.020. A site-specific rezone application is governed by the procedures for Type III applications, as set forth in 17G.060 SMC. *See id*.

The Hearing Examiner concludes that the proposed zone change is allowed under the land use codes. Therefore, this criterion is satisfied.

2. *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

Under the CP, the land use designation for the property is "Neighborhood Mini-Center." This designation recognizes the existence of small, neighborhood-serving businesses. *See* CP, Chapter 3, p. 3-40. "Mini-Center locations are encouraged to become small, mixed use centers with residential use as a major component." *See id*. The CP recognizes that residential development adds market demand and enables enhanced transit service to these locations. *See id*.; *see also* CP, Chapter 3, LU 1.7, p. 3-10. It is not surprising, then, that high-density residential use is encouraged in these areas. *See* CP, Chapter 3, p. 3-39.

The current proposal is a non-project rezone. There is no specific development plan under consideration at this time. However, the Applicant has provided the City with a concept drawing that reveals that the Applicant plans to construct a multi-family residential building on the site. *See* Exhibit 8, Slide 6, p. 3. The Applicant stated that the 55-foot height allowance would be sufficient to construct four stories of residential units. *Testimony of D. Hume*. The future use of the property for higher intensity residential use is consistent with the intent of the CP. As stated above, the Mini-Center designation clearly contemplates a mixed-use area, with multi-family development as a central component. Thus, the proposed zone change will facilitate precisely the kind of development intended by the CP.

The proposed rezone is also consistent with the more generally applicable goals and policies of the CP. The site is located at the intersection of two busy roadways, in proximity to a variety of uses, including but not limited to a residential drug addiction treatment facility, a motel, and a church. The property to the west, north of the drug addiction treatment facility is zoned Residential Multi-family and will be developed in the future with apartments. *Testimony of D. Hume*. There is also an office building just northeast of the site. *See* Exhibit 8, Slide 5, p. 3. The development of this site with multi-family building will blend in well with both the existing and the planned uses in this area. The proposed use will also help to meet the current demand for additional housing. *Testimony of D. Hume & D. deBit*.

Given the foregoing characteristics, the proposal is supported by Goal LU 5, which promotes development in a manner that is attractive, complementary, and compatible with other land uses. *See* CP Goal LU 5, p. 3-27. Policy LU 5.5 also supports the zone change. That policy encourages that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types. *See* CP, Policy LU 5.5, p. 3-28; *see also* Staff Report, p. 3. Additionally, Policy H 1.8 promotes a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels. *See* CP, Policy H 1.8, p. 6-7.

The Hearing Examiner concludes that the proposed rezone is consistent with the designation, goals, and policies of the CP. Therefore, this criterion for approval of the rezone is met.

3. *The proposal meets the concurrency requirements of Chapter 17D.010 SMC. See SMC 17G.060.170(C)(3).*

The decision criteria for Type III decisions mandate that all proposals satisfy the concurrency requirements under SMC 17D.010. *See* SMC 17G.060.170(C)(3). Accordingly, on December 6, 2021, a Request for Comments on the application was circulated to all City departments and outside agencies with jurisdiction. *See* Exhibit 5.

The City received comments from various departments and agencies. *See e.g.* Exhibit 5. However, none of those comments indicated that concurrency could not be achieved. *See id.; see also* Staff Report, pp. 3-4. In addition, a review of the record confirms that there is no substantive evidence that the project transgresses any concurrency requirements. There was no testimony at the public hearing suggesting that the concurrency standards would not be satisfied.

The Hearing Examiner finds that the project satisfies the concurrency requirements of the SMC. Therefore, this criterion for approval is met.

4. *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The proposal to rezone the property is a non-project action. *See* Staff Report, p. 4. A site plan is not required in order to process or consider a rezone application. Therefore, this criterion has limited relevance to this proposal. At this stage, there are no specific development plans to consider. However, as previously mentioned, the Applicant has submitted a conceptual site plan that is part of the record. *See* Exhibit 1, p. 8. As a result, we know the Applicant's intention is to develop the site with a multi-family structure and related improvements.

In order to obtain approval of its future development plans, the Applicant will be required to demonstrate that the project complies with land use (landscaping, screening, and design), engineering, utility, building, and all other applicable construction-related standards associated with new development. *See* Staff Report, p. 4. The City's Development Services Center will review the permit application to ensure that the proposal satisfies those standards. That said, there are no obvious conditions that make the property unsuitable for a future Neighborhood Retail use at the higher building height.

The site is located at the intersection of two busy thoroughfares, and is situated among a mixture of uses. The location is thus appropriate for a multi-family structure or another use consistent with the NR zoning. The site is triangular in shape, which does pose some potential limitations, as a practical matter. However, the site is approximately 1.43 acres and there are no existing structures. *See* Staff Report, p. 4; *see also* Exhibit 2 (Environmental Checklist ¶ B(8)). There is sufficient area to support development, as the conceptual plans demonstrate. *See* Exhibit 1, p. 8. The site is also relatively flat. *See id*. Topography does not impose any significant obstacles to development.

There is no evidence of other physical or environmental conditions that make development of the site problematic. There is no evidence, at this non-project stage, that the soils are not appropriate for a future commercial development, or that there are problematic groundwater conditions. There are no surface waters or wetlands on the site. *See* Exhibit 2 (Environmental Checklist ¶ B(3)(a)(1)). There do not appear to be any physical characteristics of the site that make it unsuitable for uses allowed in the proposed zone. Even so, it should be emphasized that there will be a SEPA review at the project stage, at which time the specific impacts of a particular proposal can be considered and addressed. *See* Paragraph 5.

There are no known natural, historic, or cultural features on the site. *See* Exhibit 2 (Environmental Checklist ¶ B(13)). However, the WSDAHP reported that there was a "high probability of encountering cultural resources in the project area." *See* Exhibit 5. The WSDAHP recommended that the Applicant complete a professional archaeological survey prior to ground disturbing activities. *See id*. This recommendation has been incorporated as a project condition. *See* Condition 2.

The Hearing Examiner concludes that there is nothing about the size, shape, topography, or location that makes the site unsuitable for future uses allowed in the NR-55 zone. Therefore, this criterion for a rezone is satisfied.

5. *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

The applicant prepared an environmental checklist for the proposed zone change. *See* Exhibit 2. The information supplied is somewhat limited, due to the non-project nature of the proposal. Even so, the non-project portions of the checklist were completed. Based upon its review of the available information, the City of Spokane (Planning Department) issued a DNS for the proposal. *See* Exhibit 3. The deadline to appeal the DNS was February 2, 2022. No appeals were filed and thus the city's evaluation of the environmental conditions is uncontested.

The future development of the property is not likely to result in significant impacts on the environment. There are no environmentally sensitive features of the site. For example, no part of the site has been classified as a critical area. *See* Exhibit 2 (Environmental Checklist ¶ B(8)(h)). There is no evidence that the soils are not appropriate for a future commercial development, or that there are problematic groundwater conditions. There are no surface waters on or near the site. *See* Exhibit 2 (Environmental Checklist ¶ B(3)(a)(1)-(2)). The property does not lie within a 100-year floodplain. *See* Exhibit 2 (Environmental Checklist ¶ B(3)(a)(5)). No threatened or endangered species are known to be on or near the site. *See* Exhibit 2 (Environmental Checklist ¶¶ B(4)(c) & B(5)(b)).

The Hearing Examiner does not view the proposed change as radical in nature. The zone will change from one type of Neighborhood Retail to another. The same uses are permitted in both the NR-35 and NR-55 zones. Thus, the potential impacts to the environment or surrounding properties are largely the same, with and without the rezone. The difference is that structures of greater height are allowed in the NR-55 zone, resulting in higher intensity use and the potential for greater impacts. The anticipated impacts of the rezone, however, are not significant. For this reason, the City issued a DNS for this proposal.

The impacts of the proposed rezone will not materially exceed the impacts of developing the property in accordance with the current zoning. Possible exceptions include traffic and parking, concerns that some neighbors contend have not been adequately addressed. *See* Exhibit 4 (Comments of J. & L. Morse). The greater height will result in additional residential units, for example, likely increasing traffic and potentially creating additional impacts.

That being acknowledged, there is no specific evidence in the record suggesting that the future use of the site will generate a significant amount of traffic, or will have any particular impacts on the capacity of the roads or safety. There were no substantive comments from the Traffic Department, the Engineering Department, or any other agency raising traffic concerns. The City did not require a traffic analysis for the proposed rezone. The record also does not contain any evidence that traffic from future NR uses will create any specific deficiencies in the transportation system. Finally, there was no independent, expert testimony raising concerns about traffic. Under the circumstances, the Hearing Examiner concludes that the proposed rezone, in and of itself, will not result in significant traffic impacts requiring mitigation.

In the Hearing Examiner's view, parking should be less of a concern. The conceptual plan for a multi-family structure shows how parking can be laid out on the site to accommodate the use. *See* Exhibit 1, p. 8. In addition, the Applicant plans to install underground parking to accommodate the planned use. *Testimony of D. Hume*. In any case, the extent of the traffic and parking, and the particular impacts of each, cannot be specifically determined at the non-project stage.

Since this is a non-project proposal, the environmental analysis does not end here. If, in the future, the owner proposes a development that exceeds the minimum SEPA thresholds, then that development will be evaluated for compliance with SEPA. *See* Staff Report, p. 4. The project will also be evaluated for compliance with all the relevant development standards. *See id.*; *Testimony of D. deBit*.

The Hearing Examiner concludes that the proposed rezone will not have significant impacts on the environment, which cannot be adequately addressed through mitigation. When a specific project action is proposed in the future, that project will again be evaluated under SEPA as appropriate. Therefore, this criterion for approval is satisfied.

6. *The Hearing Examiner concludes that the proposed rezone should be approved, although some neighboring owners raised understandable concerns about the proposal*.

There were public comments both for and against the proposed rezone. In general, opinions were evenly split regarding the proposal. The primary concerns of the opponents included traffic and parking impacts, obstruction of views, light and noise pollution, infrastructure capacity, and incompatibility caused by the increased height limit. *See id.* (Comments of T. Hurliman, J. & L. Morse, & J. Gates). One neighbor contended that the proposal did not address the requirements of the 2021 Sustainability Action Plan (the "SAP"), recently adopted by the City Council. *See id*. (Comment of J. Gates). Finally, there was a concern about the removal of a mature tree from the development site. *See id*. (Comments of K. Carlberg & J. Gates).

The Hearing Examiner concludes that the rezone will not have significant impacts related to public infrastructure, traffic, and parking. As previously discussed, the comments regarding traffic raised very general concerns. No specific evidence was submitted identifying specific impacts on the transportation system. No comments or testimony explained how the proposed rezone would impact parking or why the parking for the future use could not be accommodated on the subject site. No evidence was submitted that demonstrated that public infrastructure was

not adequate to support the future use of the site. Commenting agencies did not identify any deficiencies in public infrastructure that corroborated this concern. Without more specific evidence or data to consider, the Hearing Examiner is not inclined to condition or deny the proposed rezone on such grounds.

The Hearing Examiner is skeptical that this proposal will have a detrimental impact on views. The site is located at the corner of a busy intersection, close to motels, a drug addiction treatment facility, a church, and an office. There is also a residential area adjacent and to the west/northwest. However, this area is slated for development with apartments, which is the most likely use of this site. Just west of the drug addiction treatment facility (a former motel), there is a large, elevated embankment supporting a railroad track. There are also numerous mature trees, including a number of tall evergreens, adjacent to the railroad line. These conditions create some visual barriers between the area to the west and the site. This would seem to have more of an effect on views from the west (and near Sunset Boulevard) than a new apartment building. Even so, it may be that there will be some effect on views from the west/south, but again the concern raised was very general. No information was provided regarding the relative elevations, height of structures, view corridors, or the like. There was no specific analysis describing precisely how views would be impacted, or any evidence demonstrating the potential effect (diagrams, photographs, etc.).

Even assuming, for the sake of discussion, that views were substantially impacted, in all likelihood this would not provide proper legal grounds to condition or deny this proposal. The DNS was not appealed, and thus SEPA would not be a proper basis to condition or deny the proposal. Thus, impacts to views could not be mitigated based upon an environmental rationale. Setting aside any environmental arguments, the neighbors would need to establish that they had a right to preserve their view. However, in the absence of an easement, covenant, or a statutory provision, a neighboring property owner does not have a right to a view across another person's land. *See Asche v. Bloomquist*, 132 Wn. App. 784, 797, 133 P.3d 475 (2006) (confirming that there is no common law right to a view). In this case, there is no evidence that any of the neighbors have a legal right to preserve their view across the Applicant's property.

There was no substantive evidence that the rezone would result in significant glare or noise. A concern was raised, but no specific information or analysis was provided on this issue. Assuming the owner develops its concept plan for an apartment, the noise and light from that use would be the same as any other higher density residential use. The Hearing Examiner doubts that such a project would result in levels of noise or glare that require mitigation, based upon past experience with such developments. In any case, it would seem that evaluation of such concerns is better left to the project stage.

The Hearing Examiner concludes that it is not appropriate to condition or deny the proposed rezone for the alleged failure to address the requirements of the SAP. The SAP is a broad planning document setting forth the City's vision to address climate change. The SAP does not include specific development standards that the Hearing Examiner can apply to this application. The City has not reached that level of implementation. The SAP does reference Chapter 15.05 SMC, which codifies city policies regarding climate change. However, Chapter 15.05 SMC does not set forth specific criteria or development standards that govern a quasi-judicial decision on a permit or development application. Until specific standards are adopted, the Hearing Examiner must base his decisions on the existing land use codes and decision criteria.

Finally, there was a concern about removal of a mature tree from the Applicant's property. However, there is no legal basis to require a property owner to preserve the trees located

entirely on his or her land. A property owner has sole discretion whether to remove such trees. That is a right that accompanies property ownership.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed Rezone subject to the following conditions:

1. If/when development occurs, the project will be developed in substantial conformance with SMC 17C.110.500, Land Use Standards, Commercial Zones, Commercial Design Standards, to maintain compatibility with, and limit the negative impacts on surrounding areas.

2. Provide an archaeological survey of the project area and a report of the findings prior to any ground disturbing activities. This survey and report shall be submitted to WSDAHP and shall meet WSDAHP's Standards for Cultural Resource Reporting.

3. Compliance with City noise standards stated in SMC 10.08D, Public Disturbance Noise. The City's quiet hours are from 10 pm to 7 am. This is important due to Residential uses in area.

4. This approval does not waive the applicant’s obligation to comply with all of the requirements of the SMC, including the International Codes, as well as requirements of City Departments and outside agencies with jurisdiction over land development.

5. This project must adhere to any additional performance and development standards documented in comments or required by the City of Spokane, the County of Spokane, the State of Washington, and any federal agency.

6. SMC section 17G.060.240 regulates the expiration of this approval, and Table 17G.060-3 sets forth the time frame for the expiration of all approvals.

7. This approval is subject to the above-stated conditions. By accepting this approval, the applicant acknowledges that these conditions are reasonable and agrees to comply with them. The property may not be developed except in accordance with these conditions and failure to comply with them may result in the revocation of this approval.

SIGNED this 8th day of February, 2022.

Brian T. McGinn
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by SMC 17G.060.210 and 17G.050.

Decisions by the Hearing Examiner regarding rezones are final. They may be appealed by any party of record by filing a Land Use Petition with the Superior Court of Spokane County. **THE LAND USE PETITION MUST BE FILED AND THE CITY OF SPOKANE MUST BE SERVED WITHIN TWENTY-ONE (21) CALENDAR DAYS OF THE DATE OF THE ISSUANCE OF THE DECISION.** Pursuant to RCW 36.70C.040(4)(a), the date of the issuance of the decision is three days after a written decision is mailed by the local jurisdiction. This decision was mailed on February 9, 2022. **THEREFORE, THE DATE OF THE LAST DAY TO APPEAL IS MARCH 7, 2022, AT 5:00 P.M.**

In addition to paying any Court costs to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the Court.

Pursuant to RCW 36.70B.130, affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Committee Agenda Sheet
Urban Experience

Submitting Department	Development Services Center
Contact Name & Phone	Donna deBit – 625-6637
Contact Email	ddebit@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	☐ Consent ☐ Discussion Time Requested: _____
Agenda Item Name	Sunset Rezone – Zoning Map Change
Summary (Background)	Site location – 2921 W 8th Ave, 2918 W 8th Ave. and 2937 W 7th Ave. (Parcel no. 25234.1102, 25234.1004, 25234.1003 A rezone request to change the zoning at the above addresses from NR-35 and NR-55 (Neighborhood Retail with a height limit of 35ft to Neighborhood Retail with a height limit of 55ft) was approved by the Hearing Examiner on February 8, 2022. This rezone does not change the allowable uses to be built in this location, only the allowable height of a structure. This rezone was processed as a Type III application with a public hearing held on January 26, 2022 and February 3, 2022. With City Council's approval, the zoning map will be updated to reflect this change.

Proposed Council Action & Date:	May 2022; as soon as possible following Council Committee Meeting

Fiscal Impact:

Total Cost:

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

Funding Source ☐ One-time ☐ Recurring

Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities? N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A

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

The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2)

Relevant Facts:
In Chapter 3, Land Use, of the City's Comprehensive Plan:

*Goal LU 3 Efficient Land Use states: *Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

*Goal LU 5 Development Character states: *promote development in a manner that is attractive, complementary, and compatible with other land uses.*

*Policy LU 5.1 Built and Natural Environment states: *Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.*

*Policy LU 5.5 Compatible Development states: *Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.*

*H 1.18 Distribution of Housing Options *states promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.*

Staff Discussion: Increasing the height to 55 feet at this site would allow for a mixed use of retail and residential uses at an allowed density to make the project cost effective and include underground parking. Staff agrees with the applicant that high density residential uses are a need in the community, and that this location is particularly appropriate considering the access to public transportation and the surrounding zoning.