

**Public Infrastructure, Environment, and Sustainability (PIES) Committee
Agenda for 1:15 p.m. Monday, June 27, 2022**

The Spokane City Council's PIES Committee meeting will be held at **1:15 p.m. June 27, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 4th Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA

- I. **Call to Order**
- II. **Approval of Minutes**
 - [May 23, 2022 PIES Meeting](#)
- III. **Discussion Items**
 - [Interim Zoning Ordinance – Amanda Beck \(10 minutes\)](#)
 - Hydrant Lock Update – Loren Searl (5 minutes)
 - Behavioral Health Specialists Proposal – Jan Tokumoto (30 minutes)
 - [Draft Proposed Camping Ordinance Discussion – CP Beggs & CM Kinnear \(15 minutes\)](#)
- IV. **Consent Items**
 - 1. [Vacating Portions of Gardner Ave and Boyscout Way \(Developer Services Center\)](#)
 - 2. [LID Parcel Segregation \(Public Works\)](#)
 - 3. [Contract Amendment for Link Utilities Strategy for Water \(Integrated Capital Management\)](#)
 - 4. [Hiring a Consultant for Project Design \(Public Works\)](#)
 - 5. [Resolution Providing For A Boundary Line Adjustment Of City Property \(Solid Waste Disposal\)](#)
 - 6. [PMO Contractual Services Special Budget Ordinance \(Project Management Office\)](#)
 - 7. [Meter Reading Support Services Contract Renewal \(Water and Hydroelectric Services\)](#)
 - 8. [Consultant Budget Increase \(Engineering\)](#)
 - 9. [Final Renewal of Contract with Olin Corporation for Hypochlorite \(Public Works\)](#)
 - 10. [Biosolids Disposal Value Blankets with Boulder Park, Inc. and Bar-Tech \(Public Works\)](#)
 - 11. [Plant Water 2 Pump Installation Modifications \(Public Works\)](#)
 - 12. [Lease Agreement for CSO 24 - 1 with Brothers Brewing, LLC \(Public Works\)](#)

14. Final Contract Renewal with Two Rivers Terminal, LLC for Sodium Bisulfite (Public Works)
15. Wastewater Treatment Plant/RPWRF improvements and repairs of occupied and non-occupied space (Public Works)

V. **Executive Session**

Executive Session may be held or reconvened during any PIES Committee meeting.

VI. **Adjournment**

Next PIES Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. July 25, 2022.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
May 23, 2022

Call to Order: 1:16pm

Recording of the meeting may be viewed here: <https://vimeo.com/713039627>

Attendance

Committee Members Present:

CM Kinnear (Chair), CM Bingle (Vice Chair), CP Beggs, CM Stratton, CM Cathcart, CM Wilkerson and CM Zappone (arrived at 1:17pm).

Staff/Others Present:

Marlene Feist, Spencer Gardner, Maren Murphy, Inga Note, Eldon Brown, Katherine Miller, Justin Lundgren, Garrett Jones, Brian McClatchey, Hannahlee Allers, Matt Boston, and Nicolette Ocheltree.

Approval of Minutes

➤ **Action taken**

CM Bingle moved to approve the minutes of the April 25, 2022 meeting; the motion was seconded by CM Wilkerson. The minutes were approved unanimously.

Agenda Items

Discussion items

1. Consultant Contract for South Logan Transit-Oriented Development (TOD) Project
Maren Murphy
 - **Action taken**
Presentation and discussion only, no action was taken.
2. US 195 Transportation Study Adoption Resolution – Inga Note
 - **Action taken**
Presentation and discussion only, no action was taken.
3. 2022 Amendments to City's Retail Water Service Boundary – Eldon Brown
 - **Action taken**
Presentation and discussion only, no action was taken.
4. 2022 Amendment to Airway Heights Emergency Water Agreement – Marlene Feist
 - **Action taken**
Presentation and discussion only, no action was taken.
5. Funding to Support Utility Customers – Marlene Feist
 - Presentation and discussion only, no action was taken.

6. Community Crosswalk Resolution & SBO – CM Zappone
 - CM Zappone, CM Stratton, and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
7. SBO for SPD Emphasis Patrol along N Division Corridor – CM Kinnear
 - Presentation and discussion only, no action was taken.
8. Grant Opportunity for Completion of Fish Lake Trail – Garrett Jones
 - This item was not discussed.

Consent items

1. MOU with Avista for use and access to the Clark Street Lift Station Property (Public Works & Utilities)
2. Contract Amendment for Well Electric New Well Field Study (Integrated Capital Management)
3. New Cingular Wireless – Cell Antenna, Site Lease Agreement (Facilities)
4. Washington-Stevens Bridge Deck Rehabilitation Consultant Design (Engineering)
5. Maple St. Bridge Deck Rehabilitation Consultant Design (Engineering)
6. Ecology Grant and Loan Agreements and Amendments (Integrated Capital Management)
7. High-Speed Large Format Printing and Binding Contract Amendment (Engineering)
8. Wastewater Access Frames & Covers (Wastewater)
9. HUD, Emergency Solutions Grant (ESG) Budget Amendments for the House of Charity and Rapid Re-Housing for Families Programs (CHHS)
10. Value blanket amendment for ultra-low sulfur #2 dyed diesel and supporting equipment (Solid Waste Disposal)
11. Contract Renewal for As-Needed Purchase and Installation of Conveyor Feed Belts at the WTE (Solid Waste Disposal)
12. High System Tank Easement with SPS (Public Works)
13. Traffic Calming Cycle 9 (Engineering)
14. 2021 Residential G&O (North) and 2022 Residential G&O projects (Engineering)
15. Cochran Basin Stormwater Projects (Engineering)
16. Paving Unpaved Streets – Districts 1 & 3 (Engineering)
17. 2022 Residential Chip Seal project (Engineering)
18. Contract for Technical Services for PMO, CHHS and ITSD Projects (IT)
19. Purchase of 1" copper pipe (Water Department)
20. Streets On Call Guardrail Repair Contract Renewal (Streets)
21. Public Rule Water Fees and Costs (Water Department)
22. Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services (Purchasing)
23. Amending Ordinance C-30366 to Reduce an Easement – (Developer Services)

Executive session

None.

Adjournment

The meeting adjourned at 2:27 p.m.

Prepared by:

Giacobbe Byrd, Legislative Assistant to CM Lori Kinnear

Approved by:

CM Lori Kinnear
PIES Committee Chair

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Planning Services, Community and Economic Development
Contact Name & Phone	Amanda Beck, 625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	Council Member Wilkerson, Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	2022 Building Opportunity & Choices for All Interim Zoning Ordinance
Summary (Background)	<p>RCW 36.70A.390 outlines the availability of an interim zoning ordinance to enact quick action in response to an immediate and urgent need. In response to the rapid increase in rents and home prices, the City is proposing an interim zoning ordinance to take swift action to permit and encourage the construction of more housing types in more zoning districts. RCW 36.70A.390 indicates that an interim zoning ordinance can be in force for up to a year if a work program is adopted to study and implement permanent changes. To capture both the 2022 and 2023 construction seasons, a one-year term is proposed for this interim zoning ordinance to allow housing capacity to increase immediately across all residential neighborhoods.</p> <p>The proposed interim code changes would:</p> <ul style="list-style-type: none"> • Remove maximum attached unit limits in all zoning districts for attached homes (townhouses); • Reduce the Residential Single-Family (RSF) lot width for attached homes to 36 feet or 16 feet for alley-loaded lots, which matches the dimensional standards in the Residential Two-Family (RTF) zone; • Reduce the minimum lot size for attached homes to 1,280 sq. ft. in all zones except in Residential Agriculture; • Allow duplexes in all zoning districts, and triplexes and fourplexes in all areas within ¼ mile of frequent transit and ½ mile of all Center and Corridor zones; • Amend the number of allowed units in density calculations to be rounded up (e.g. 5.2 units is rounded up to 6 units); • Apply design standards to buildings developed under the interim zoning ordinance, such as a 15% front façade requirement for windows and building articulation through modulation and use of multiple architectural materials. The standards are similar to the City's existing design standards, with some clarifications or adjustments specific to this scale of development. <p>The proposed interim code changes would not alter development standards for detached single-family houses.</p> <p>The proposal implements the following strategies from the adopted Housing Action Plan (HAP):</p> <ul style="list-style-type: none"> • A1 - Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's

	<p>neighborhoods;</p> <ul style="list-style-type: none"> • A3 - Continue to streamline and simplify changes to the City's permit process, as necessary; • A4 - Leverage infrastructure and investment, including near high-performance transit stops, in Centers and Corridors, the downtown core, and other targeted areas to increase housing supply; and • C1 - Reduce barriers and expand access to housing and homeownership for lower income households, first-time homebuyers, people of color, and people with disabilities. <p>The proposal also aligns with several action items from City Council's HAP Implementation Plan, and Mayor Woodward's July 26, 2021 Housing Emergency Proclamation:</p> <ul style="list-style-type: none"> • Council Strategy II.1 - In accordance with RCW 36.70A.390, enact an emergency interim official control ordinance expressly allowing for up to four units attached in any residential zone along with necessary modifications to land use dimensional standards to accommodate these enhanced housing options; • Council Strategy III.3 - Update definition of RSF zoning to expressly include duplexes with RSF design to express the architectural and urban design qualities of low-density neighborhoods guided by Comp Plan LU 1.3. • Council Strategy III.4 - Implement a three-year pilot project to allow triplex and fourplex units in RSF zoning built to express the architectural and urban design qualities of low-density neighborhoods per Comp Plan LU 1.3. • Council Strategy III.5 - Permit multiple attached residential units (including stackable townhouses and condominiums), up to six per parcel, within compact and two-family residential zoning, but retain 35-foot wall height limits with some allowance for higher roofs, and historical overlay design standards if applicable, within 1/2-mile of Centers and Corridors. • Council Strategy III.9 - Seek prompt re-evaluation by the Plan Commission of SMC 17C.110.200 and Table 17C.110-3 to consider reductions of minimum lot size and width, maximum building coverage and floor area coverage to support the goal of denser residential development within residential zones and a reasonable version of other goals of these provisions. • Council Strategy III.11 - Review LU 1.3 and LU 1.4 for consistency with E2SHB 1220 (WA Leg 2021) requiring that planning counties under the WA Growth Management Act (GMA) update comprehensive plans to increase housing options that accommodate all levels of affordability, address historical exclusionary zoning practices, and establish anti-displacement strategies; • Mayoral Strategy II.b - Consider amending SMC 17C "Land Use Standards" to increase the number of attached residential units to greater than two outside of a Planned Unit Development (PUD) with appropriate and complementary dimensional standards, parking standards,
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	<p>setbacks, site coverage, and frontage requirements in place.</p> <ul style="list-style-type: none"> • Mayoral Strategy II.i - Explore the use of Interim Zoning Ordinances to achieve immediate goals and objectives, such as allowing duplexes to be constructed on corner lots in the RSF and RSF-C zones and increased densities as transit stops, street frontage requirements. <p>During the one year period, the Planning Department will evaluate permanent changes to the development code in concert with changes to the Comprehensive Plan. This effort aligns with Council’s direction to consider changes to Comprehensive Plan Policies LU 1.3 and LU 1.4 so the policies achieve increasing housing options that accommodate all levels of affordability, while addressing historically exclusionary zoning practices.</p> <p>RCW 36.70A.390 directs that a public hearing shall be held within 60 days of adoption of the interim zoning ordinance. While this process is faster than typical code amendment adoption, it is important to note that community engagement and outreach will be built into the one-year work program to evaluate and refine permanent code language. This is also a continuation of the conversation around housing that has been happening through the Shaping Spokane Housing code changes. General feedback from the public during outreach indicates support of duplexes and increased housing variety in residential zoning districts.</p>
Proposed Council Action & Date:	Approve proposed interim zoning ordinance; Hold a public hearing within 60 days
Fiscal Impact: Total Cost: Not applicable Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: The Planning Department is committed to engaging the community in code development over the coming year, as well as monitoring the “pilot program” introduced if this interim zoning ordinance is adopted. It is likely that a consultant will be retained, first using department consulting funds, if needed.	
Operations Impacts	
<p><i>What impacts would the proposal have on historically excluded communities?</i></p> <p>This project is working to increase housing options, including the diversity of housing types and levels of affordability. Historical practices such as ‘redlining’ and restrictive covenants on property have had long-lasting impacts on neighborhoods and homeownership, such as wealth inequality and lower health outcomes. Zoning that limits housing types or sets additional development regulations in middle- and upper-income neighborhoods, referred to in some policy discussions as “exclusionary zoning,” plays a role in driving up prices and limiting the supply of housing opportunities for historically excluded communities, particularly lower and moderate-income households, and households of color. Expanding the types of housing allowed in zones through development code changes can help decrease the overall costs of development while encouraging and possibly</p>	

incentivizing a more diverse range of housing. This can help increase affordability and access to housing for more residents in neighborhoods across the city.

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 interim zoning ordinance builds on data collected and reported in the Housing Action Plan (HAP), including the housing needs assessment, community surveys, and policy review. The HAP incorporated data on equity indicators to understand community and regional housing needs, trends, and gaps, including data based on racial, ethnic, gender identity, national origin, income level, disability, and other disparities around housing cost-burden. The one-year period of the interim zoning ordinance will provide an opportunity for City staff to evaluate the impacts of increasing housing options in real time as permanent code changes are being considered. The Planning Services Department will use this information to review permanent code changes for anti-displacement and equitable outcomes for housing.

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

Effectiveness of the program will be directly tied to the number of units vested, and constructed, during the one-year interim zoning ordinance. As the City pilots the code changes, community engagement will help inform and guide the permanent code changes. The City will continue to monitor outcomes related to permitting and development to understand the effectiveness of changes in achieving strategic housing objectives. As the goal is to increase housing variety, affordability, and geographic location of diverse housing types, an increase in permit applications would be a positive indicator that code changes were encouraging construction of more housing. Permitting may also provide an indicator if there are barriers other than zoning regulations that may be hindering housing construction.

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 aligned with many City policies to support housing variety and affordability so that all community residents have access to housing that is safe, clean, and healthy. Current policies include: the Comprehensive Plan (Land Use and Housing chapters), Housing Action Plan, Mayor Proclamation for a Housing Emergency, and City Council/Plan Commission 2021-2022 Joint Work Plan.

Section 17C.400.010 Pilot Low-Intensity Residential Development Standards

A. Purpose.

Low-intensity residential buildings, including single-family residential buildings, duplexes, multi-family residential structures of three or four units, and attached houses, are all compatible building types within a neighborhood. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Definitions

1. Low-intensity residential buildings include the following building types:
 - a. Detached single-family residential buildings;
 - b. Duplexes;
 - c. Multi-family residential structures of three or four units; and
 - d. Attached houses.
2. Major transit stop means:
 - a. A stop on a high-capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;
 - b. A stop on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or
 - c. A stop for a bus or other transit mode providing actual fixed route service at intervals of at least fifteen minutes for at least five hours during the peak hours of operation on weekdays.

C. Applicability.

1. In the event of a conflict, the provisions of this chapter supersede the standards and requirements of other sections of Title 17 SMC for residential zones RSF, RTF, RMF, and RHD. Where this chapter does not provide a standard, the standards of applicable sections in Title 17 SMC shall govern, including but not limited to:
 - a. Engineering standards as described in [Title 17H SMC](#).
 - b. Environmental standards as described in [Title 17E SMC](#).
 - c. Off-street parking requirements as described in [chapter 17C.230 SMC](#).
 - d. Standards and regulations for an accessory dwelling unit per lot as described in [chapter 17C.300 SMC](#).
 - e. All other lot development standards given in Table 17C.110-3 unless provided in Table 17C.400-1 of this section.
2. The approval of detached single-family residential buildings shall be administered through other sections of Title 17 SMC. Nothing in this

section shall be construed to apply to detached single-family residential buildings.

3. Notwithstanding other provisions of Title 17 SMC, a detached single-family residential building, a duplex, or an attached house shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones.
4. Notwithstanding other provisions of Title 17 SMC, all forms of low-intensity residential buildings shall be permitted on all lots in the RSF, RTF, RMF, and RHD zones, subject to the following criteria:
 - a. The parcel is wholly or partially within one-quarter mile of a major transit stop; or
 - b. The parcel is wholly or partially within one-half mile of a property zoned CC1, CC2, CC3, CC4, CA-1, CA-2, CA-3, and CA-4.

D. Lot Dimensions.

TABLE 17C.400-1 DEVELOPMENT STANDARDS					
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:					
	RA	RSF & RSF-C	RTF	RMF	RHD
Attached Houses as defined in 17A.020.010 SMC					
Minimum lot area	N/A	1,280 sq. ft.	1,280 sq. ft.	None	None
Minimum lot width with alley parking and no street curb cut	N/A	16 ft.	16 ft.	None	None
Minimum lot width	N/A	36 ft.	36 ft.	None	None
Minimum lot depth	N/A	80 ft.	50 ft.	None	None
Minimum front lot line	N/A	Same as lot width	Same as lot width	None	None
Detached single-family residential buildings, duplexes, multi-family residential structures of three or four units					
Minimum lot area	N/A	4,350 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	None
Minimum lot width	N/A	40 ft.	36 ft.	25 ft.	25 ft.
Minimum lot depth	N/A	80 ft.	40 ft.	25 ft.	25 ft.
Minimum front lot line	N/A	40 ft.	30 ft.	25 ft.	25 ft.

E. Additional Standards.

1. Porches, exterior balconies, or other similar areas not enclosed by walls may project up to six feet into the front setback.
2. Setback Averaging.
Setback averaging outlined in [SMC 17C.110.220\(D\)](#) shall not be greater than fifteen feet for developments approved under this section.
3. Subdivision of land approved under this section shall meet the lot dimensions listed in Table 17C.400-1.
4. Attached Housing.
 - a. There is no limit to the number of consecutive attached houses.
 - b. On interior lots, the side lot line setback for the side containing the common wall is reduced to zero
 - c. On corner lots, the street side lot line setback must comply with the setback noted in [Table 17C.110-3](#).

F. Design Standards.

Developments approved under this section must meet the design standards in 17C.400.030 SMC.

Section 17C.400.020 Pilot Density

A. Applicability.

Development approved under the provisions of this chapter supersede the applicable standards in SMC 17C.110.205.

B. Calculating Density.

The calculation of density for a subdivision or residential development is net area and is based on the total area of the subject property.

1. Maximum Density

The maximum densities for residential zones are stated in [Table 17C.110-3](#). Maximum density is based on the zone and size of the site. The maximum units allowed on a site is controlled by site development standards.

- a. The following formula is used to determine the maximum number of units allowed on the site:

Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for stormwater facilities;

Divided by maximum density from Table 17C.110-3;

Equals maximum number of units allowed.

- b. When the calculation of maximum density results in a fraction, the density allowed is rounded up to the next whole number. For example, a calculation in which lot area, divided by minimum unit area equals 4.35 units, the number is rounded up to 5.0 units.

- c. All new housing built, or converted from other uses, must be on sites large enough to comply with the density standards.

2. Minimum Density.

The minimum density requirements for residential zones are stated in Table 17C.110-3. Minimum density is based on the zone and size of the site, and whether there are critical areas (see definitions under [chapter 17A.020 SMC](#)). Land within a critical area may be subtracted from the calculation of density.

- a. The following formula is used to determine the minimum number of lots required on the site:

Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for stormwater facilities;

Divided by minimum density from Table 17C.110-3;

Equals minimum number of units required.

- b. A site that is nonconforming in minimum density may not move further out of conformance with the minimum density standard.
- c. All subdivisions are required to comply with the minimum density requirements of the base zone, unless modified by a PUD under [SMC 17G.070.030\(B\)\(2\)](#).

DRAFT

Section 17C.400.030 Pilot Low-Intensity Residential Design Standards

Development approved under this chapter must address the following design standards, administered pursuant to [SMC 17C.110.015](#), Design Standards Administration:

A. Landscaping.

1. Purpose.

The standards for landscaped areas are intended to enhance the overall appearance of residential developments. Landscaping improves the residential character of the area, breaks up large expanses of paved areas and structures, provides privacy for residents, and provides separation from streets. Landscaped areas also reduce stormwater run-off by providing a pervious surface.

2. Landscaping Implementation.

- a. Fifty percent of the area between the front lot line and the front building line must be planted with living ground cover. A patio or porch may be included in the calculation of ground cover area. (R)
- b. Landscaping is encouraged to follow the Spokanescape guidelines for design, soil and compost, drip irrigation, planting & mulch, raised beds, maintenance, and plant list. (P)
- c. Use of landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged. (P)

B. Front Yards.

1. Purpose.

To provide separation between buildings and the public pedestrian realm where the front yard functions as usable outdoor space and provides a clear, welcoming and safe entry for pedestrians from the sidewalk into the building.

2. Front Yards Implementation.

- a. Attached houses, duplexes, and low-intensity residential buildings of three or four units shall incorporate a residential front yard between the primary structure and the back of sidewalk. (R)

C. Outdoor Areas.

1. Purpose.

To create usable areas through the use of engaging outdoor spaces for the enjoyment and health of the residents.

2. Outdoor Areas Implementation.

- a. Each development shall provide a minimum of forty-eight square feet of outdoor area for each living unit within the building. (R)
- b. The outdoor area may be configured as either:
 - i. A private outdoor area, such as a balcony or patio directly accessible from the unit; or
 - ii. A common outdoor area accessible by all units in the building. (R)
- c. Common outdoor areas shall be easily accessible and visible to residents. (R)
- d. Common outdoor areas should provide at least three of the following amenities to accommodate a variety of ages and activities. Amenities may include, but are not limited to: (P)
 - i. Site furnishings (benches, tables, bike racks, etc.);
 - ii. Picnic areas;
 - iii. Patios, plazas or courtyards;
 - iv. Shaded tot lots;
 - v. Rooftop gardens; planter boxes, or garden plots; or
 - vi. Open lawn.
- e. Outdoor spaces should not be located adjacent to dumpster enclosures, loading/service areas or other incompatible uses. (C)

D. Entrances.

1. Purpose.

To ensure that entrances are easily identifiable, clearly visible, and accessible from streets and sidewalks to encourage pedestrian activity and enliven the street.

2. Entrances Implementation.

- a. Each unit fronting a street must have its address and main entrance oriented toward a street frontage. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)
- b. Each unit must have a covered, main entry-related porch, or stoop area. (P)

E. Windows.

1. Purpose.

To maintain a lively and active street face.

2. Windows Implementation.

- a. Windows shall be provided in façades facing streets, comprising at least fifteen percent of the façade area. (R)
- b. Decorative window features are encouraged, such as: (P)
 - i. Arched or transom windows.
 - ii. Mullions.
 - iii. Awnings or bracketed overhands.
 - iv. Flower boxes.
 - v. Shutters.
 - vi. Decorative window trim, pop-outs, or recesses.

F. Building Articulation.

1. Purpose.

To ensure that buildings along any public or private street display the greatest amount of visual interest and reinforce the residential scale and character of the streetscape and neighborhood.

2. Building Articulation Implementation.

- a. Buildings must be modulated along the street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)
- b. Moderate the scale of the building to create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)
- c. Horizontal facades longer than thirty feet should be articulated into smaller units, reminiscent of the residential scale of the neighborhood. At least four of the following methods should be used: (P)
 - i. Varied building heights.
 - ii. Use of different materials.
 - iii. Windows.
 - iv. Different colors.
 - v. Offsets.
 - vi. Projecting roofs (minimum of twelve inches).
 - vii. Recesses.
 - viii. Bay windows.
 - ix. Varied roof forms or orientation.

- d. Reduce the potential impact of new attached housing, duplexes, or low-scale residential buildings of three or four units on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)

G. Screening.

1. Purpose.

The screening standards address specific unsightly features, which detract from the appearance of residential areas.

2. Screening Implementation.

- a. Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front façade of the building. (R)
- b. Garbage and Recycling Areas. All exterior garbage cans, garbage collection areas, and recycling collection areas must be screened from the street and any adjacent properties. (R)
- c. Screening shall comply with the clear view triangle requirements defined in [SMC 17C.110.230\(G\)](#).
- d. Screening must comply with at least one of the following criteria: (R)
 - i. L1 Visual Screen meeting [SMC 17C.200.030\(A\)](#).
 - ii. A six-foot high solid masonry wall or sight-obscuring fence five-feet inside the property line with an L2 see-through buffer meeting [SMC 17C.200.030\(B\)](#), between the fence and the property line.
- e. Storage areas are not allowed within fifteen feet of a street lot line. (R)
- f. Mechanical Equipment. Mechanical equipment located on the ground, such as heating or cooling equipment, pumps, or generators must be screened from the street and any adjoining residential uses by walls, fences or vegetation tall enough to screen the equipment. Mechanical equipment on roofs must be screened from the ground level of any adjoining R-zoned lands. (R)

H. Parking Facilities.

1. Purpose.

To integrate parking facilities with the building and surrounding residential character.

2. Parking Facilities Implementation.

- a. The length of the garage wall facing the street may be up to fifty percent of the length of the street-facing building façade. (R)
- b. Street-facing garage walls must be set back at least two feet from the primary street-facing building façade. (R)
- c. Carports and detached garages shall incorporate roofs of a design similar to the principal structure on the site. (R)
- d. Where off-street parking for attached units or duplexes is provided, only one curb cut and sidewalk crossing for each two dwellings may be permitted, to promote pedestrian-oriented environments along streets, reduce impervious surfaces, and preserve on-street parking and street tree opportunities. (R)
- e. Parking structures, garages, and carports shall not be located between the principal structure and streets. (P)

Committee Agenda Sheet

PIES COMMITTEE

Submitting Department	City Council
Contact Name & Phone	Giacobbe Byrd
Contact Email	gbyrd@spokanecity.org
Council Sponsor(s)	Breean Beggs & Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Draft Illegal Camping Ordinance
Summary (Background)	<p>Since Martin v. City of Boise, which was the 9th Circuit ruling in 2019 that has prohibited enforcement of the camping prohibition on City-owned property subject to the availability of shelter beds, the City of Spokane has not updated its illegal camping ordinance.</p> <p>This update is intended to bring City code into better alignment with the Martin v. City of Boise ruling.</p>
Proposed Council Action & Date:	For discussion only. No Council action is planned at this time.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
<i>What impacts would the proposal have on historically excluded communities?</i> With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released after being removed from the site rather than being booked into jail.	
<i>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?</i> Council may ask the Administration to collect, analyze, and report this information.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> Council may ask the Administration to collect data regarding the effectiveness of this policy.	
<i>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?</i> The City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020.	

ORDINANCE NO. C-_____

AN ORDINANCE relating to the Protection of Public Lands and Properties; and amending sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code.

Whereas, protecting the health, safety and lives of its residents is the primary purpose of city government; and

Whereas, the City also has a stewardship over its public lands and properties and a responsibility to set reasonable rules that will safeguard and protect those public lands and properties; and

Whereas, the City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020; and

Whereas, City-owned public lands and properties are generally intended for the safe and sanitary use by the broader public to gather, move freely and safely about, and engage in diverse activities all of which are inconsistent with a campground and camping activity the adverse impacts of which include, but are not limited to unsanitary and/or unsafe conditions (i.e., human and food waste, drug paraphernalia, general litter, fire hazards, personal safety, obstruction of travel, etc.); and

Whereas, many individuals have resorted to using City park property, public sidewalks under or near downtown viaducts and locations adjacent to the Spokane River and its tributary Latah Creek, for camping, storage of personal belongings and/or for intermittent living accommodation; and

Whereas, City Park space is preserved and maintained to help benefit the physical and mental health and enjoyment of the public with freely accessible sanitary and safe outdoor spaces, and is at the center of resilient and equitable cities like Spokane; and

Whereas, camping interferes with park preservation of sensitive lands and vegetation, maintenance and equitable public use of these protected public properties; and

Whereas, public rights of way (ROW), including sidewalks, are intended for safe and sanitary shared use by a diverse community of users including businesses, government and the general public for gathering, movement of people and goods/services, ROW maintenance, cleaning and preservation services; and that this diverse population of public sidewalk users includes, by way of example, people who use differing of modes of transportation including families with children in strollers and disabled individuals who use a variety of devices to facilitate mobility, such as people who, as a result of sensory, mental, or physical disability, utilize a wheelchair, walker, cane, scooter or other device to move from place to place; and vision impaired individuals

who rely on the use of canes in combination with nonvisual tactile cues (i.e., touching building walls and railroad/highway underpass walls adjacent to sidewalks), to scan for obstacles or orientation marks; and

Whereas, camping and/or storage of personal belongings on sidewalks can interfere with these shared uses, particularly when the conduct occurs in viaduct locations wherein infrastructure already limits shared use in confined spaces adjacent to dangerous traffic, and where camping also disrupts the safe flow of pedestrian movement by creating dangerous street crossing on high volume streets by individuals avoiding these viaducts, and additionally presents serious risk of damage to viaduct infrastructure; and

Whereas, riparian areas immediately adjacent to the Spokane River and Latah Creek have been severely damaged by camping activity, and have experienced the ongoing destruction of foliage through fires, foot traffic and the regular and ongoing discharge of large amounts of refuse, human waste and drug paraphernalia left along the river banks and introduced into the water; and

Whereas, it is critical that City staff be given the authority to immediately remove camps that endanger human lives, critical infrastructure and the City's natural assets without having to wait for irreparable harm to occur; and

Whereas, the City finds that there are camping situations that create a substantial danger or risk of harm that requires immediate removal of the camper and personal property in order to prevent substantial harm to individuals, public property, and/or to the health and/or safety of the environment and/or the public. These camping situations include but are not limited to camps located on City owned/operated park property, underneath the downtown railroad viaducts and riparian zones to consist of areas adjacent to the Spokane River within 35 feet of the Spokane River and Latah Creek; and

Whereas, it is the intent of this chapter to provide protection in areas of Spokane where homeless shelters operate, and to interrupt the negative impacts of camping in areas close to where individuals are receiving services; and

Whereas, this ordinance intends to prohibit camping within the City while encouraging persons experiencing homelessness to utilize available low barrier shelters and access community services available at Spokane Community Court; and

Whereas, Spokane's Community Court has been recognized by the Center for Court Innovation as a model for successful problem-solving courts; and that participants are able to access services that include case management, substance abuse treatment, mental health care and housing referrals; and

Whereas, Spokane's Community Court does not penalize homelessness, but rather serves as a mechanism for assisting unsheltered persons to access and engage in the services and programming that assist individuals in exiting homelessness and

through diversion, allows participants the opportunity to change their trajectory without a criminal conviction; and

Whereas, it is constitutionally permissible for cities to enforce a criminal violation established pursuant to an ordinance that sets restrictions on camping that creates a substantial danger or unreasonable risk of harm, which restrictions are targeted to avoid regardless of shelter availability as long as there are sufficient reasonably accessible areas in the City where homeless individuals may camp without criminal enforcement; and

Whereas, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety and welfare by preserving public use of public spaces for which they are intended;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That 12.02 SMC is amended to read as follows:

Section 12.02.1000 Purpose

- A. The City of Spokane is committed to protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River from potential health and safety hazards which result from unregulated human activity. Damage to the natural foundation of public lands and properties threatens the safety of the community.
- B. It is the purpose of this chapter to set standards for the preservation of public lands and properties that prevent such harms from destroying these natural assets. It is also the purpose of this chapter to promote the public health, safety and general welfare of citizens by providing protection to public lands and properties from the detrimental effects of unregulated human activity which is not subject to the environmental restrictions of Chapter 17E SMC.

Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. “Camp” means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, outdoor sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.

B. "Camp facilities" include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, or trailers.

C. "Camp paraphernalia" includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

~~"Camp" or "camping" shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one's personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.~~

E. "Park or park facility" means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. Unless constructed or designated as a part of such park facility, adjacent buffer lands, undeveloped property, conservation lands and natural areas shall not be considered to be a "park facility" for purposes of this chapter.

~~((B-))~~ F. "Public property" shall mean any City-owned property including but not limited to parks, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.

~~((C-))~~ G. "Public Tree" is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. "City-owned property" does not refer to the right-of-way.

H. "Right-of-way" means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.

~~((D-))~~ I. "Street tree" means any tree or shrub located within the public right-of-way.

Section 12.02.1004 Injury to Tree on Public Property - Violation

No person may destroy, injure, or deface any street tree or public tree on public property by any means, as provided in [SMC 12.02.914](#).

[Section 12.02.1006](#) Unlawful Burning on Public Property

- A. A person is guilty of unlawful burning on public property if he or she knowingly causes a fire on public property.
- B. A violation of this section is a misdemeanor.
- C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.
- D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.

[Section 12.02.1008](#) Unlawful Disposal of Litter on Public Property

No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in [SMC 10.08.010](#).

[Section 12.02.1010](#) Unauthorized Camping – Prohibitions on Public Property – Violation

A. Camping Prohibited on City-Owned Property

It is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, on any City-owned property. Violation of this section is a misdemeanor punishable upon a conviction by a fine of not more than \$1,000 and no jail time. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released after being removed from the site rather than being booked into jail. Except as provided in (B) and (C) of this section where camping is prohibited at all times, enforcement of the camping prohibition on any other City-owned property is subject to the available shelter requirement imposed by the legal precedent of Martin v. City of Boise, 920 F.3d 584, 617, N.8 (9th Cir. 2019), cert. den., 140 U.S. 674 (2019).

B. Camping Prohibited Where it Creates a Substantial Danger or Unreasonable Risk of Harm

At all times, regardless of the availability of shelter, it is unlawful to camp where such activity creates an unreasonable risk of harm or poses a substantial danger to the

community. In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1208. Violation of this section is a misdemeanor punishable upon a conviction by a fine of not more than \$1,000 and no jail time. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released after being removed from the site rather than being booked into jail.

The following locations are always considered camping areas that create an unreasonable risk of harm or pose a substantial danger to the community:

1. Under any Downtown railroad viaduct and within 100 feet of one as set out in the attached map at (Attachment pdf);
2. Any City-owned park or park facility;
3. Any portion of land within 35 feet of the river water edge of the Spokane River or Latah Creek regardless of the season;

~~A. No person may camp in or upon any public property including, but not limited to, conservation lands and natural areas abutting the Spokane River and its tributaries unless specifically authorized by declaration of the Mayor in emergency circumstances.~~

~~B. A violation of this section is a misdemeanor.~~

~~C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.~~

~~D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.~~

Section 12.02.1012 Removal of Unauthorized Encampments and Individual Camps.

Upon a determination by law enforcement or designated City personnel that an area constitutes an unauthorized encampment pursuant to 12.02.1204, or that an individual is engaged in unlawful camping or storage of personal property pursuant to 12.02.1206, the personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed according to the following procedures:

A. Unoccupied Encampments

1. Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

a. Contents of Notice

The written notice will provide the following notifications:

1. Campers must remove all their belongings from the site within 48 hours.
2. Campers should not leave behind any items they want to keep.
3. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
4. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
5. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
6. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice may be disregarded, and a new notice may then be posted.
7. Basic contact information for campers seeking shelters or social services.

2. Cleanup of Unoccupied Encampments

After 48 hours, the City will clean up the site within a reasonable period of time.

- a. Any campers who are present at that time will be directed to remove their belongings from the site.
 1. Items that a camper leaves behind will be deemed abandoned.
 2. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 1. presence of one or more hypodermic needles (especially if uncapped);
 2. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 3. a tent or space that is soaked in liquid or mud;
 4. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 1. circumstances indicate that the item belongs to a person;
 2. the item has apparent utility in its current condition and circumstances;
and
 3. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

- d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:

1. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
 2. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
 3. practically un-storable, due to large size, weight, or other similar characteristic;
 4. contraband or stolen;
 5. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.
- 2) Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City of Spokane's website.
 3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice will be disregarded, and a new notice may then be posted.
 4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter is available in the City, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.
 - a. Items that a camper leaves behind will be deemed abandoned.
 - b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Prioritized Removals Expedited

1. The City will prioritize and expedite the removal of an encampment, whether occupied or unoccupied, if any of the following conditions is observed or reasonably suspected in connection with an encampment:
 - a. physical threats or violence;
 - b. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);
 - c. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);
 - d. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 - e. any other substantial threat to public health or safety;
 - f. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 - g. significant amounts of trash;
 - h. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk);
 - i. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
2. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal shall be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras. In addition to documentation, the police officer or other person responsible for documentation shall include a statement indicating whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

D. Other Expedited Removals

- A. The following types of encampments are subject to expedited removal whether the encampment is occupied or unoccupied:
 1. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.

2. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 3. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 4. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 5. An encampment that appears to have been entirely abandoned (e.g., no persons present, no items of obvious value, overrun with litter).
- B. In an expedited removal, the City will follow the same clean-up procedures, including storage procedures, but without prior written notice.

~~Section 12.02.1012~~ Section 12.02.1014 Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability Committee

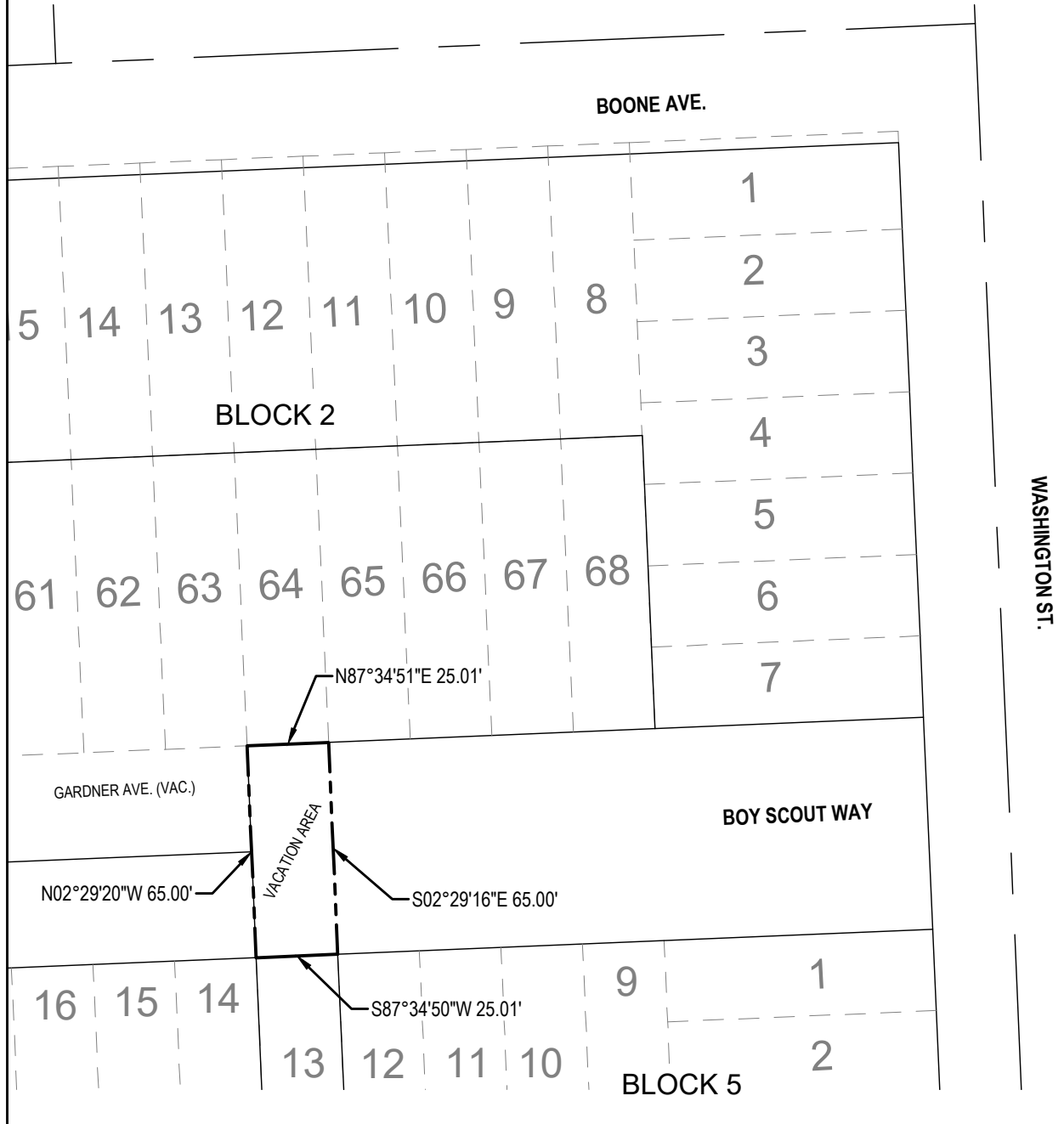
Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Vacating portions of Gardner Ave and Boy Scout Way
Summary (Background)	<p><u>Background Information</u></p> <p>In order to accommodate the new Downtown Stadium, the PFD needs to vacate a portion of Boy Scout Way and a portion of Gardner as shown on the attached vacation maps. The vacation petition has been routed to the various City departments and franchised private utility companies and there were no requests for easements.</p>
Proposed Council Action & Date:	Precedes setting the date for a public hearing
<p>Fiscal Impact:</p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/></p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Vacating these sections of right-of-way would generate \$47,104.31.</p>	
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	
<p>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?</p> <p>Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.</p>	

SPOKANE PUBLIC FACILITIES DISTRICT

"BOY SCOUT WAY - STREET VACATION"



SCALE: 1"=50'



**COFFMAN
ENGINEERS**

10 N. Post Street, Suite 500
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

PROJECT: STREET VACATION

LOCATION: BOY SCOUT WAY

CLIENT: SPOKANE PUBLIC FACILITIES DISTRICT

BY: KCM

DATE: 03/25/2022

CHECKED: DJA

DATE: 03/25/2022

SHEET NO.

1 OF 1

JOB NO.

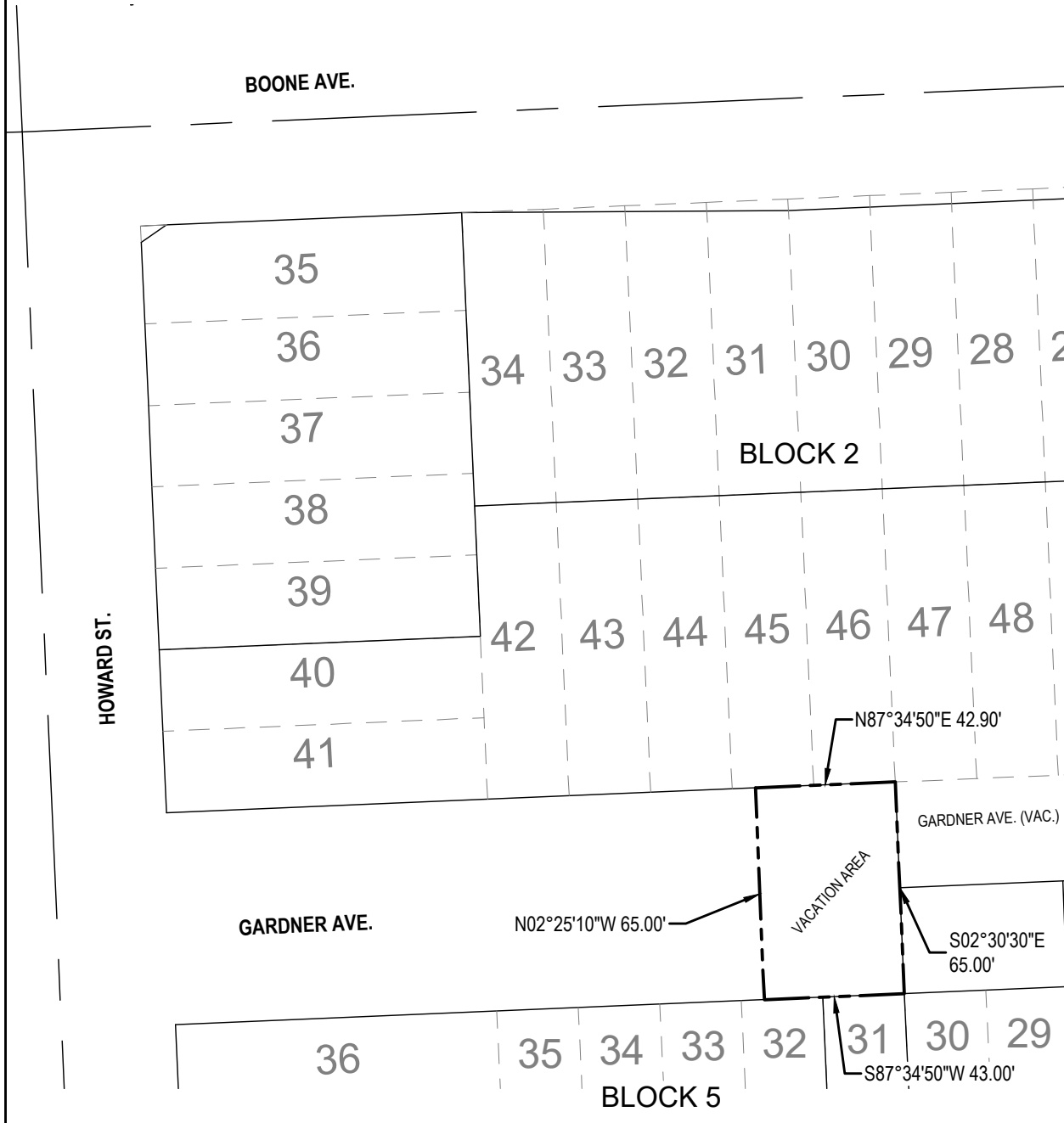
212778

SPOKANE PUBLIC FACILITIES DISTRICT

"GARDNER AVE - STREET VACATION"



SCALE: 1"=50'



10 N. Post Street, Suite 500
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

PROJECT: STREET VACATION

LOCATION: GARDNER AVE.

CLIENT: SPOKANE PUBLIC FACILITIES DISTRICT

BY: KCM

DATE: 03/25/2022

CHECKED: DJA

DATE: 03/25/2022

SHEET NO.

1 OF 1

JOB NO.

212778

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 <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	LID Parcel Segregation
Summary (Background)	<ul style="list-style-type: none"> Local improvement districts (LIDs) are legal arrangements by which citizens in a specific area agree to tax themselves to fund certain public improvement, general paving and sidewalk projects. Costs for an LID are spread out amongst the participating parcels and are repaid to the City over 10 years. If the parcel owner proposes to split or aggregate parcels within an LID, the LID costs are reassigned accordingly. Per state law, such cost reassignment requires a resolution of city council which is what this briefing paper covers. The Liberty Ave & Ash Place LID included paving, water and sewer and contained parcel #25014.4205. The parcel owner proposes to split this parcel into two equal sized parcels – see attached before and after exhibits. The remaining LID assessment will not be divided equally because only one of the two parcels will be served by the water/sewer services installed as part of the LID. The non-served parcel will get a lower assessment but note that the total assessment between the two parcels will be equivalent to the original assessment. See attached calculation spreadsheet.
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? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> 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?

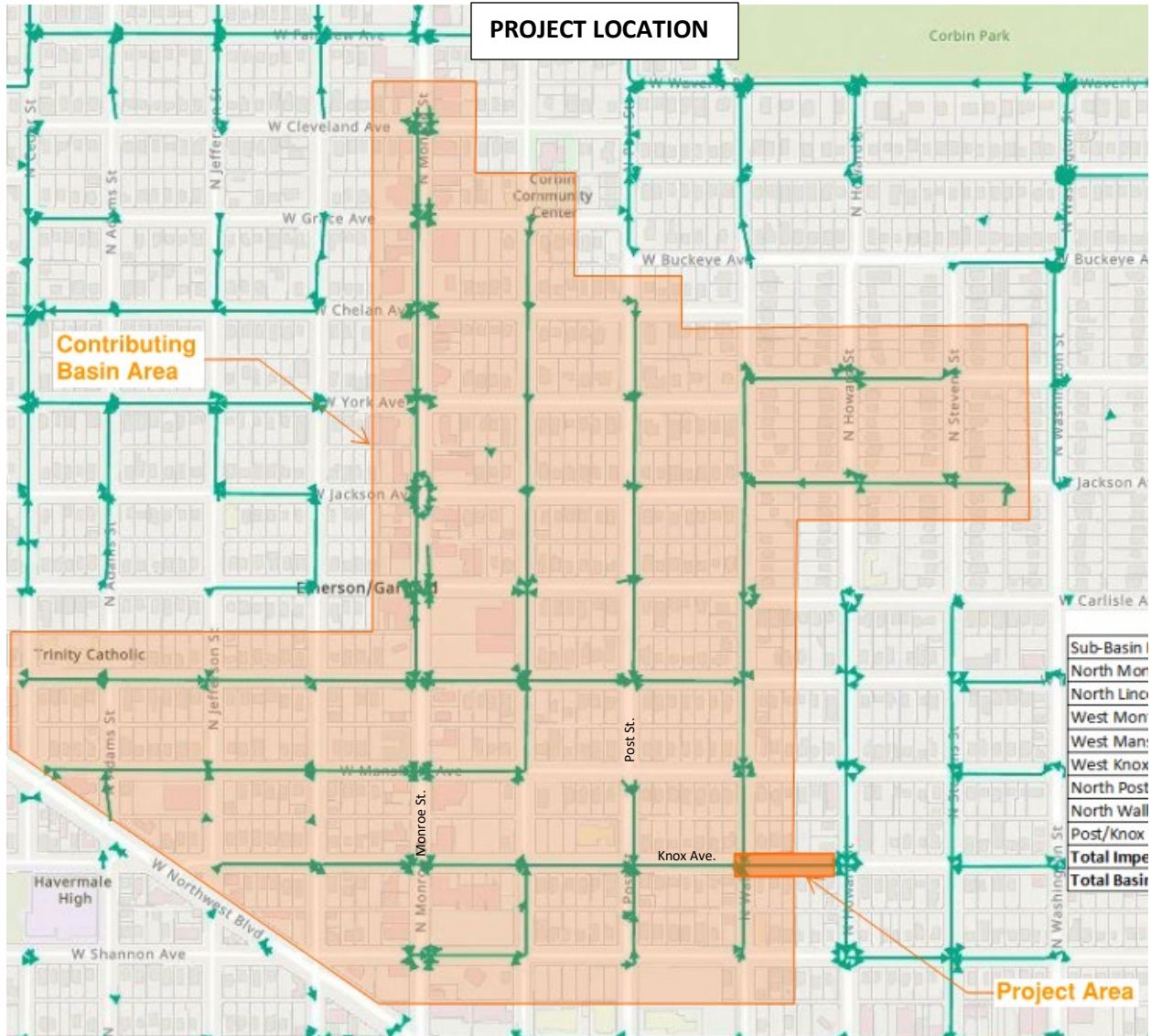
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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.



RESOLUTION

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 2012066, for the improvement of Liberty Avenue from Oak Street to Ash Place and Ash Place from Dalton Avenue to Liberty Avenue and to segregate County Assessor's Parcel Numbers 25014.4205, in the amount of \$35,794.95.

2. The original assessment was levied on the County Assessor's Parcel Number as follows:

Parcel Number 25014.4205 – Drumheller Spring Addition Lot 7, Block 3 & Vacated Portion of Dalton Avenue	\$35,794.95
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3. The above described property shall be divided and the assessment segregated as follows:

Parcel A – Drumheller Spring Addition, North 40 Feet of Lot 7, Block 3	\$23,092.03
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Parcel B – Drumheller Spring Addition, South 10 Feet of Lot 7, Block 3 & North 30 Feet of Vacated Portion of Dalton Avenue	<u>\$12,702.92</u>
--	--------------------

\$35,794.95

4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.

5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

Adopted by the City Council _____.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Marcia Davis 625-6398
Contact Email	mdavis@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Contract Amendment for Link Utilities Strategy for Water
Summary (Background)	<p>The City entered into a contract with GHD, Inc. for Link Utilities Strategy for Spokane Water System in September 2021. The goal of this study is to develop a sustainable, resilient, and affordable plan to meet water demands for the next 20 years. At the time of preparing the contract, we were uncertain of the details for water system optimization. City staff determine that we need more details on future water supply.</p> <p>The scope of this contract amendment is to conduct a groundwater modeling analysis of the potential effects of climate change on groundwater levels at each of the City's eight well station. The study will exam a range of climate futures and provide for the first time a quantitative, numerical modeling-based assessment of the general amounts of groundwater level changes at City wells that might arise from future changes in recharge to the SVRP Aquifer.</p>
Proposed Council Action & Date:	Approve amended scope and fee for contract
Fiscal Impact: Total Cost: \$96,548 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Integrated Capital Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>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.</p>	
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 is a public works project to address drinking water capacity 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?

This project is consistent with our adopted six-year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

It also supports priority action WR 6.1 in our Sustainability Action Plan (2021).

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 <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Hiring a Consultant for Project Design
Summary (Background)	<ul style="list-style-type: none"> The city has received grant funding for several sidewalk projects. Because of scheduling and workload constraints, Engineering Services desires to contract the design and potentially construction administration of one of those projects to a consultant. The project in question is construction of a 10' width pathway along Garland Ave. in the vicinity of Shaw Middle School and NewTech skill center (Cook St. to Market St – 3 blocks) A request for qualification (RFQ) process has been conducted in response to which four consultants submitted statements of qualifications (SOQs). A team reviewed the SOQs and has determined Parametrix is the most qualified respondent. Engineering Services has requested from Parametrix a scope of work and proposed budget. Once reviewed and negotiated, that scope of work and budget will be brought to council for approval, likely in mid July.
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? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>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.</p>	
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.

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	Chris Averyt, 625-6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Resolution Providing For A Boundary Line Adjustment Of City Property
Summary (Background)	<p>In 1993, Spokane County, in partnership with the City of Spokane, constructed a gas treatment facility to treat the landfill gas generated by the Colbert landfill on property owned by the City of Spokane. Ownership of the property was not transferred to the County at the time nor in 2014, when the surrounding property was sold to the County as part of the Colbert transfer station sale agreement. This resolution clears up the oversight and transfers ownership and any potential environmental liabilities to Spokane County, the operator of the facility for the last 29 years.</p>
Proposed Council Action & Date:	Committee consent on 6/27/22.
Fiscal Impact: Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> 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?

This resolution aligns with the interlocal agreement between the City of Spokane and Spokane County regarding the transfer and disposal of solid waste and realigns property records to amend and reflect the County Solid Waste facilities with the previously transferred Colbert landfill property.

RESOLUTION NO. _____

**A RESOLUTION PROVIDING FOR A BOUNDARY LINE
ADJUSTMENT OF CITY PROPERTY**

WHEREAS, the City of Spokane is the owner of certain property located in Parcel No. 37101.9004 Colbert, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto ("Property"); and

WHEREAS, Spokane County constructed and operates a gas treatment facility for solid waste on the Property since approximately 1993; and

WHEREAS, pursuant to the Interlocal Agreement between the City of Spokane and Spokane County regarding Transfer and Disposal of Solid Waste (OPR 2014-0060), Section 4(b) provided for the North County Transfer Station located at 22123 north Elk-Chattaroy Road, Colbert, Washington, referenced above to be transferred to Spokane County; and

WHEREAS, Exhibit A attached in OPR 2014-0060 legal description of Colbert transfer station inadvertently omitted portions of the property upon which Spokane County Solid Waste gas treatment facilities are situated, which is located adjacent to and north of Elk-Chattaroy Road; and

WHEREAS, this oversight necessitates a boundary line adjustment to realign property records to amend and reflect the County Solid Waste facilities with the previously transferred Colbert landfill property; and

WHEREAS, a boundary line adjustment and Quit Claim Deed need to be completed to transfer that portion of Parcel No. 37101.9004 to the County for their continued business purposes;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. A boundary line adjustment shall be prepared by the City to adjust property records.
2. The City of Spokane, through Spokane Solid Waste Department shall deed that portion of property, where County facilities are located, north of Elk-Chattaroy Road to Spokane County.
3. The City of Spokane is authorized to execute a boundary line adjustment and Quit Claim Deed to the County of that portion of property described in Exhibit A.

ADOPTED by the Spokane City Council this _____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT "A"

ASSESSORS TAX PARCEL: 37101.9004

LEGALLY DESCRIBED AS: THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 27 NORTH, RANGE 43 EAST. EXCEPT THAT PORTION OF LAND LYING SOUTHERLIN OF THE NORTH RIGHT OF WAY LINE OF NORTH ELK-CHATTAROY ROAD

When recorded return to:
City of Spokane
City Attorney's Office
808 West Spokane Falls Blvd., 5th Fl.
Spokane, WA 99201

QUIT CLAIM DEED

THE GRANTOR(S) **CITY OF SPOKANE, a Washington municipal corporation**

for and in consideration of Government Transfer (WAC 458-61A-205(1) and Boundary Line Adjustment WAC 458-61A-109(2)(b)

in hand paid, conveys and quit claims to **SPOKANE COUNTY, a political subdivision of the State of Washington**

the following described real estate, situated in the County of Spokane, State of Washington

together with all after acquired title of the grantor(s) herein:

The West Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East.

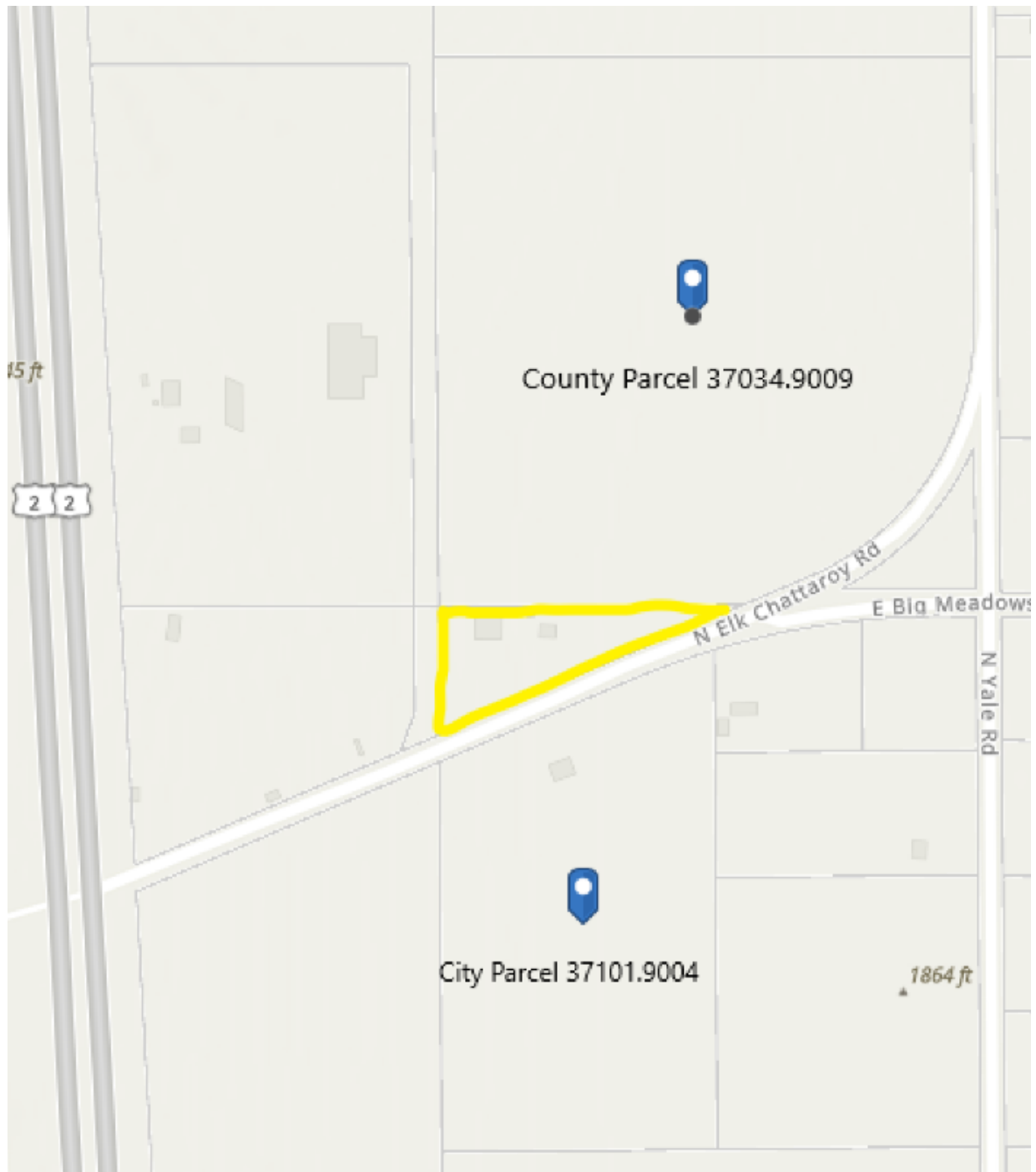
Except that portion of land lying Southerly of the North right of way line of North Elk Chattaroy Road.

A portion of Tax Parcel #37101.9004

Dated:

I certify that I know of have satisfactory evidence that _____ and _____, are the persons who appeared before me and said person acknowledged that they signed this document, and on oath stated that they were authorized to sign and acknowledged it as the _____, and the City Clerk, respectively, or the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

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





CERTIFICATE OF EXEMPTION

Spokane County Department
of Building and Planning
1026 West Broadway Avenue
Spokane WA 99260
(509) 477-3675

APPLICATION NO.: _____

RELATED FILES: _____

Existing "parent" tax parcel number(s): 37101.9004 / 37034.9009

☒ Site address or ☐ Frontage road name: 22204 N. Elk-Chattaroy Road, Chattaroy, WA 99005

☒ Public Road

☐ Private Road

☐ Private Driveway

Auditors Easement Recording #: _____

(For Private Road)

Auditors Maint. Agree. Recording #: _____

New Legal Description: Section: 10 Township: 27 Range: 43E

The West Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East.

Except that portion of land lying Northerly of the South right of way line of North Elk Chattaroy Road.

Total existing acreage 19

New property acreage _____

Current Zoning RT - Rural Traditional

Comprehensive Plan _____

Name of Applicant City of Spokane

Phone (home) 509-625-6225

Mailing Address 808 West Spokane Falls Blvd

(work) _____

City Spokane

State WA

Zip 99201

I certify that I as owner or authorized agent have examined this document and state that the information contained in it and submitted by me or my agent to compile said document is true and correct, and authorize Spokane County to proceed with processing. In addition, I have read and understand the NOTICE TO PURCHASER and other provisions, conditions and/or comments contained herein or on the reverse and agree to comply with same. I understand that the issuance of this Exemption is not intended to verify that adequate provisions have been made for drainage ways, potable water supplies, roads and/or sanitary wastes. Any subsequent approval(s) based on this Exemption shall not be construed to give authority to violate or cancel the provisions of any state or local law.

This Certificate of Exemption is for and shall run with the land, and shall be applicable to the applicant, owner, successors or assigns.

Applicant: _____

Date: _____

THIS CERTIFICATE SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF PERMITS

THE APPLICANT SHALL FILE A SEGREGATION APPLICATION WITH THE COUNTY ASSESSOR for property created via this Exemption prior to the issuance of a building permit.

STAFF USE ONLY

This Certificate of Exemption is issued pursuant to Section _____ of the Spokane County Subdivision Ordinance and/or RCW 58.17.

Required information has been reviewed by:

Land division/land use:

Building and Planning staff _____

Date _____

Road:

Engineering and Road staff _____

Date _____

Building and Planning staff _____

Date _____

(Pre 5/15/1995 Easements)

☐ APPROVED

☐ DENIED

Project Number: _____

NEW LEGAL DESCRIPTION – continued :

Please make sure all pasted or
taped legal descriptions are placed
within the framed lines and securely
attached on all sides so they will run
smoothly through a copy machine.

****** NOTICE TO PURCHASER ******

This Certificate of Exemption is intended to indicate only that the described property is exempt from State and Local Subdivision laws which regulate the sale, lease or transfer of ownership of property, and is subject to the following notification, conditions and/or findings:

This piece of property may not have appropriate provisions for potable water supplies (drinking water), sanitary wastes (septic tank or sewer), drainage ways, streets or road, alley or other public ways. Spokane County is not responsible for making provisions for the above-stated items.

Certain uses or location of uses on this property or access easements may be restricted or limited by streams, wetlands, shorelines, floodplains or other environmentally sensitive areas or their buffers as regulated by Spokane County.

If this property is served by a private road or driveway, Spokane County is not responsible for improving or maintaining said private road or driveway. Private roads need to meet minimum standards prior to the issuance of any building permits. Construction of private roads may require grading permits and associated plans.

The future use of this property must conform to Spokane County regulations, including but not limited to the Zoning Code, Building Code, Road Standards, Timber Harvest, Critical Areas Ordinance and/or Flood Damage Protection, all as determined at the time of use permit application. If applicable, building addresses are assigned at the time driveway approaches are identified or in conjunction with the issuance of other permits.

Comments/Conditions following also apply: The City of Spokane owns parcel #37101.9004, located at 22204 N. Elk-

Chattaroy Road. The buildings located on the City's parcel North of N. Elk-Chattaroy Road are owned by Spokane

County, which also owns the adjacent parcel #37034.9009 North of the City's parcel. The City is doing a boundary line

adjustment to give the County that portion of the parcel that is North of N. Elk-Chattaroy Road.

CERTIFICATE OF EXEMPTION

Spokane County Department
of Building and Planning
1026 West Broadway Avenue
Spokane WA 99260
(509) 477-3675

APPLICATION NO.: _____

RELATED FILES: _____

Existing "parent" tax parcel number(s): 37034.9009 / 37101.9004

☒ Site address or ☐ Frontage road name: 22204 N. Elk-Chatarray Road, Chatarray, WA 99005

☒ Public Road ☐ Private Road ☐ Private Driveway **Auditors Easement Recording #:** _____
(For Private Road) **Auditors Maint. Agree. Recording #** _____

New Legal Description: Section: 10 Township: 27 Range: 43E

The West Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 27 North, Range 43 East.

Except that portion of land lying Southerly of the North right of way line of North Elk Chatarray Road.

Total existing acreage 38.03 New property acreage _____
Current Zoning RT - Rural Traditional Comprehensive Plan _____
Name of Applicant City of Spokane Phone (home) 509-625-6225
Mailing Address 808 West Spokane Falls Blvd (work) _____
City Spokane State WA Zip 99201

I certify that I as owner or authorized agent have examined this document and state that the information contained in it and submitted by me or my agent to compile said document is true and correct, and authorize Spokane County to proceed with processing. In addition, I have read and understand the **NOTICE TO PURCHASER** and other provisions, conditions and/or comments contained herein or on the reverse and agree to comply with same. *I understand that the issuance of this Exemption is not intended to verify that adequate provisions have been made for drainage ways, potable water supplies, roads and/or sanitary wastes. Any subsequent approval(s) based on this Exemption shall not be construed to give authority to violate or cancel the provisions of any state or local law.*

This Certificate of Exemption is for and shall run with the land, and shall be applicable to the applicant, owner, successors or assigns.

Applicant: _____ Date: _____

THIS CERTIFICATE SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF PERMITS

THE APPLICANT SHALL FILE A SEGREGATION APPLICATION WITH THE COUNTY ASSESSOR for property created via this Exemption prior to the issuance of a building permit.

STAFF USE ONLY

This Certificate of Exemption is issued pursuant to Section _____ of the Spokane County Subdivision Ordinance and/or RCW 58.17.

Required information has been reviewed by:

Land division/land use:
Building and Planning staff _____ Date _____

Road:
Engineering and Road staff _____ Date _____

Building and Planning staff _____ Date _____
(Pre 5/15/1995 Easements)

☐ APPROVED ☐ DENIED

Project Number: _____

Committee Agenda Sheet

Finance & Administration

Submitting Department	Project Management Office
Contact Name & Phone	Dusty Fredrickson (509) 435.2569
Contact Email	dfredrickson@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PMO Contractual Services Special Budget Ordinance
Summary (Background)	<p>The Project Management Office is leveraging contract resources to support the implementation of the Municipal Court Legal Case Management System, eSeries.</p> <p>This has been a multi-year project requiring support from the following local vendor resources to fill critical project roles as follows:</p> <ul style="list-style-type: none"> • Infinite Innovation (SC 2020-0028) providing report development and inter-agency document automation support given their experience with City Probation data and reporting services. • Volt Resource Solutions (SC 2017-0876) providing Business Analysis capacity to support the business process improvement, system requirements gathering, solution design, testing and end user training. <i>NOTE – We converted one of our Volt resources to an ITSD FTE this year.</i> <p>The team is on plan to launch the eSupervision, eProsecutor and eDefender systems in September 2022, which will complete the eSeries implementation (<i>Note – eCourt launched in March of 2021</i>).</p> <p>Continuing the support from Infinite Innovation and Volt is critical to a successful Go Live, as well as, a smooth post Go-Live system/end user stabilization period through the end of 2022.</p> <p>City code permits intrafund budget transfers of budgeted personnel expenses to non-personnel expenses only when approved by an ordinance passed by the vote of one more than the majority of all members of the City Council (SMC 07.09.010(A)(4)).</p> <p>The department would like to transfer \$70,000 in salary and benefit savings from two vacant Continuous Improvement Analyst positions to the contractual services expense type to secure these vendor resources through the end of the year.</p> <p>This contract capacity will be allocated as follows:</p> <ul style="list-style-type: none"> • Infinite Innovation (SC 2020-0028): \$40,000 • Volt Resource Solutions (SC 2017-0876): \$30,000 <p>Without the support of these resources, it is unlikely the remaining eSeries systems can be launched in 2022.</p>
Proposed Council Action & Date:	SBO – July 18, 2022

Fiscal Impact:

Total Cost:

Approved in current year budget? ☐ Yes ☒ No ☐ N/AFunding Source ☒ One-time ☐ Recurring

Specify funding source: PMO Allocation Odel

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 – This request is in support of an ongoing project, not operational activities.

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 request is not related to the collection or analysis of data related to the above.

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

With the eCourt component of the eSeries solution already in production, the Municipal Court team is has realized operational efficiency gains between their Clerk and Judicial teams. Having the entire eSeries solution in place (eCourt, eSupervision, eDefender and eProsecutor) is expected to bring similar efficiency gains to each agency, as well as, across the Municipal Criminal Justice group as a whole.

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?

eSeries is the next generation of legal case management software, which unlike its predecessor, provides features and capabilities that will support sustainable staffing levels, as well as, a platform for launching programs focused on improving the outcomes of our criminal justice system.

ORDINANCE NO _____

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 Internal Service 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 Internal Service Fund, and the budget annexed thereto with reference to the Internal Service Fund, the following changes be made:

- 1) Decrease the salary and benefit appropriations for two vacant Continuous Improvement Analyst positions in the Office of Performance Management by \$70,000.
- 2) Increase the appropriation for contractual services by \$70,000.
- 3) There is no change to the overall appropriation level in the Internal Service Fund.

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 for additional contractual support for the launch of the eSupervision, eProsecutor, and eDefender systems in September 2022, 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

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	4100 Water & Hydroelectric Services
Contact Name & Phone	Loren Searl, 509-625-7851
Contact Email	lsearl@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>6/27/22</u>
Agenda Item Name	Meter Reading Support Services Contract Renewal
Summary (Background)	<i>In 2016, the City's Accounting department initiated a minor contract for support services needed for the Water department's meter reading product. That contract has since been renewed on an annual basis. This year's renewal brings the total multi-year value of the agreement to \$159,846.96. The annual value of this year's services is \$11,344.86 including tax. This renewal will support use of the existing product through June 2023.</i>
Proposed Council Action & Date:	Approval, 7/11/2022
Fiscal Impact: Total Cost: <u>\$11,344.86 including tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify Funding Source: Water Department Contractual Services Budget Expense Occurrence: <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This contract will ensure continued functional accuracy of the City's existing water meter reading infrastructure.	
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? City personnel have historically and will continue to work closely with the supplier to proactively address any issues that arise.	

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 maintains functionality of existing equipment to ensure achievement of the greatest possible value out of the City's historical investment.



City of Spokane

CONTRACT RENEWAL

**Title: Annual Renewal System
Support for Itron Software**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Itron, Inc.**, whose address is 2111 North Moulter Road, Liberty Lake, Washington 99019 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City, Support Services for the Software used for Meter Reading for the Water & Hydroelectric Services; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

WHEREAS, a revision of the service pricing has taken place which shall be incorporated into this renewal as Exhibit A referred to as Amendment 6 and Maintenance Renewal Quote to the Master Sale Agreement between the City of Spokane and Itron, Inc.; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 1, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 1, 2022 and shall end June 30, 2023.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ELEVEN THOUSAND THREE HUNDRED FORTY-FOUR AND 86/100 (\$11,344.86)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

ITRON, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certificate of Debarment

Exhibit A – Amendment 6 to the Master Sale Agreement between the City of Spokane and Itron, Inc., and Service Pricing dated February 18, 2022

U2022-041

ATTACHMENT A

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

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

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

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

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

**Amendment 6 to the
Master Sales Agreement
Between the
City of Spokane and Itron, Inc.**

This Amendment 6 (this “Amendment”) is effective as of latest date signed herein.

RECITALS

WHEREAS, Itron, Inc. (“Itron”) and the City of Spokane (“Customer”) entered into that certain Master Sales Agreement dated July 1, 2016 (the “Agreement”);

WHEREAS, the parties wish to amend the Agreement for the purpose of updating the Service Pricing to the Maintenance & Support Services Addendum; and

NOW, THEREFORE, in consideration of the mutual promises and obligations below, Itron and Customer agree as follows:

1. Except as otherwise defined in this Amendment, capitalized terms herein shall have the meanings set forth in the Agreement.
2. Delete the attachment “Service Pricing, Contract Number SC00006657, contract duration 01-JUL-2021 to 30-JUN-2022” and replace with the attachment “Service Pricing, Contract Number SC00006657, contract duration 01-JUL-2022 to 30-JUN-2023”.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

INTENDING TO BE LEGALLY BOUND, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

City of Spokane	Itron, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



Date Printed: 18-FEB-2022

Service Pricing

Page: 1 of 1

Customer Name: City of Spokane, Washington
Customer Number: 1225
Bill To Contact: Angela Cline
Customer Address: 914 E North Foothills Dr
Spokane, WA 99207-2735

Contract Number: SC00006657
Description: City of Spokane, Washington - FCS

Contract Duration: 01-JUL-22 - 30-JUN-23

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
HARDWARE					
ITRON MOBILE RADIO MAINTENANCE	66037780	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037781	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037782	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037802	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037803	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037804	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037805	01-JUL-22	30-JUN-23	1	144.00
ITRON MOBILE RADIO MAINTENANCE	66037806	01-JUL-22	30-JUN-23	1	144.00
			Subtotal :	8	1,152.00
SIDELOOKER ANTENNA		01-JUL-22	30-JUN-23	1	125.93
			Subtotal :	1	125.93
MC3 RF	74007187	01-JUL-22	30-JUN-23	1	3,437.73
			Subtotal :	1	3,437.73
	HARDWARE		Subtotal :	10	4,715.66
SOFTWARE					
FCS SFTW, 75001-100000 ENDPOINTS, ELECTRONIC DELIVERY		01-JUL-22	30-JUN-23	1	5,692.47
			Subtotal :	1	5,692.47
	SOFTWARE		Subtotal :	1	5,692.47
Contract Grand Total:				11	10,408.13

NOTE: This is not an invoice

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 <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Consultant Budget Increase
Summary (Background)	<ul style="list-style-type: none"> Construction crews are in the process of replacing the deck on the Hatch St. Br over Latah (Hangman) Cr. just east of Hwy 195, south of town. That project is on schedule for completion later this summer. Unfortunately, there have been some construction issues that have resulted in the bridge structural engineering consultant to provide additional construction support and has exceeded their budget. Because city personnel lacks expertise in bridge construction details, the involvement of this consultant is essential. The requested increase is approx.. \$16,500.
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? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> 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.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	
Contact Name & Phone	
Contact Email	
Council Sponsor(s)	
Select Agenda Item Type	<div style="display: flex; justify-content: space-around; align-items: center;"> Consent Discussion Time Requested: _____ </div>
Agenda Item Name	
Summary (Background)	
Proposed Council Action & Date:	
Fiscal Impact: Total Cost: Approved in current year budget? Yes No N/A <div style="display: flex; justify-content: space-between;"> Funding Source One-time Recurring </div> Specify funding source: <div style="display: flex; justify-content: space-between;"> Expense Occurrence One-time Recurring </div> 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?

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Public Works & Utilities - Riverside Park Water Reclamation Facility
Contact Name & Phone	Mike Cannon, Plant Manager 625-4642
Contact Email	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Biosolids Disposal Value Blanket with Boulder Park, Inc.
Summary (Background)	<p>RFQ 5681-22 was issued to enable multiple awards to give City flexibility to select from among award Contractors.</p> <p>The total combined amount of both contracts will not exceed \$300,000.00 over a period of 5 years.</p> <p>Biosolids are a sustainable resource that contain beneficial nutrients and organic matter. Created from the wastewater treatment process, biosolids are the cleaned and stabilized solids portion that is removed from the water and treated to meet DOE and EPA biosolids land application standards.</p> <p>Typically, the Riverside Park Water Reclamation Facility (RPWRF) have pre-arranged farms that are authorized to accept our Biosolids. Due to regulatory changes that have decreased the amount of biosolids authorized for land application as well as increased production from the startup of the new membrane facility there are currently no available sites for biosolids land application. RPWRF staff are already well into the process of adding new land to the program to accommodate the lower application rates and higher production. Unfortunately, at this time an alternative disposal option for biosolids is needed to increase the time until new sites become available.</p> <p>Boulder Park, Inc. and Barr-Tech are the only two responsive and responsible bidders that are authorized by the Department of Ecology to accept Class B Biosolids that have been approved for land application that has been de-watered into a pressed cake that has an average 16% Total Solids content.</p> <p>Barr-Tech will be contacted first, in the event company does not have capacity to meet City's request, City will contract with Boulder Park Inc.</p>
Proposed Council Action & Date:	Council Consent Agenda July 18, 2022
Fiscal Impact: Total Cost: \$100,000.00 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> 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?

This aligns with the City's Purchasing policy.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Public Works & Utilities - Riverside Park Water Reclamation Facility
Contact Name & Phone	Mike Cannon, Plant Manager 625-4642
Contact Email	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Biosolids Disposal Value Blanket with Barr-Tech
Summary (Background)	<p>RFQ 5681-22 was issued to enable multiple awards to give City flexibility to select from among award Contractors.</p> <p>The total combined amount of both contracts will not exceed \$300,000.00 over a period of 5 years.</p> <p>Biosolids are a sustainable resource that contain beneficial nutrients and organic matter. Created from the wastewater treatment process, biosolids are the cleaned and stabilized solids portion that is removed from the water and treated to meet DOE and EPA biosolids land application standards.</p> <p>Typically, the Riverside Park Water Reclamation Facility (RPWRF) have pre-arranged farms that are authorized to accept our Biosolids. Due to regulatory changes that have decreased the amount of biosolids authorized for land application as well as increased production from the startup of the new membrane facility there are currently no available sites for biosolids land application. RPWRF staff are already well into the process of adding new land to the program to accommodate the lower application rates and higher production. Unfortunately, at this time an alternative disposal option for biosolids is needed to increase the time until new sites become available.</p> <p>Barr-Tech and Boulder Park, Inc. are the only two responsive and responsible bidders that are authorized by the Department of Ecology to accept Class B Biosolids that have been approved for land application that has been de-watered into a pressed cake that has an average 16% Total Solids content.</p> <p>Barr-Tech will be contacted first, in the event company does not have capacity to meet City's request, City will contract with Boulder Park Inc.</p>
Proposed Council Action & Date:	Council Consent Agenda July 18, 2022
Fiscal Impact: Total Cost: \$295,000.00 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> 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?

This aligns with the City's Purchasing policy.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Public Works & Utilities - Riverside Park Water Reclamation Facility
Contact Name & Phone	Fred Brown 625-6307
Contact Email	fbrown@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Plant Water 2 Pump Installation Modifications
Summary (Background)	<p>As part of the NLT Project, phase 2 - in order to avoid operational deficiencies in water supply, we need to install an additional plant water 2 pump.</p> <p>This was sent out as an IPWQ (#5653-22). Power City Electric, Inc. was the only responsive, responsible BID received.</p> <p>They will install electrical service and control equipment for an additional plant water 2 pump (300gpm Cornell 2YH) in the RPWRF pump gallery with McClintock & Turk, Inc. as the subcontractor who will provide and install the new pump, associated valves and piping.</p>
Proposed Council Action & Date:	Council Consent Agenda July 18, 2022
Fiscal Impact: Total Cost: \$270,865.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> 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? This has been awarded through the City of Spokane's Purchasing Policy and Capital Improvement Program.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Public Works & Utilities - Wastewater Collections
Contact Name & Phone	Raylene Gennett
Contact Email	rgennett@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Lease Agreement for CSO 24 - 1 with Brothers Brewing, LLC
Summary (Background)	<p>The City of Spokane and Brothers Brewing, LLC are the PARTIES in a three (3) year lease agreement for the PREMISES located at : 10 South Adams, Lots 4 and 5, Block 1 of the Railroad Addition to Spokane Falls, Section 19 as recorded in Spokane County Auditors file #6455275, except the property shown on Exhibit A. More commonly known as the block of Sprague Ave., West 1st Avenue, South Cedar and South Adams.</p> <p>This lease has been renewed yearly for the last few years. This lease will have an initial lease of three (3) years with two (2) additional one (1) year period renewal options.</p> <p>Brothers Brewing, LLC agrees as follows:</p> <ul style="list-style-type: none"> -The lease may be terminated without penalty with thirty (30) days prior written notice. -Shall pay Excise Tax, Chapter 82.29A RCW, if any. -Maintenance to keep the premises in good condition, both as to safety and appearance including mowing, irrigation maintenance, edging, fertilizing, pesticide application and weed control. -Provide protection against damage to CSO project arising from Tenant's use of the premise.
Proposed Council Action & Date:	Council Consent Agenda July 18th, 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Value is equal.	

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?

Spokane Municipal Code states Council is to consent, due to lease duration.

LEASE AGREEMENT

THIS IS A LEASE AGREEMENT made and entered into between the CITY OF SPOKANE, a Washington municipal corporation ("CITY"), and BROTHERS BREWING, LLC, a Washington limited liability company, ("TENANT"), hereinafter collectively referred to as "PARTIES".

WHEREAS, the City has constructed CSO 24 near the intersection of 1ST Avenue and Adams Streets which consists of a 2.4 million gallon underground storage tank and related appurtenances (the "CSO"); and

WHEREAS, the finished CSO project included a new park-like plaza area over the tank that includes landscaping and other amenities; and

WHEREAS, the CITY and TENANT entered into a prior Lease Agreement (OPR2019-0243) whereby TENANT leased the area for use in conjunction with TENANT's adjacent business; and

WHEREAS, the Parties have worked very successfully together and wish to enter into another similar Agreement on similar terms and conditions.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

1. PREMISES. The CITY does hereby lease to the TENANT, and the TENANT does hereby lease from the CITY, the premises ("Leased Premises" or "Premises") located at: 10 South Adams, Spokane, Washington 99201 and legally described as follows:

Lots 4 and 5, Block 1 of the Railroad Addition to Spokane Falls, Section 19 as recorded in Spokane County Auditors file #6455275, except the property shown on Exhibit A.

2. TERM. The term of this lease ("Lease") shall be for three (3) years, COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY THE CITY ("Commencement Date").

3. RENEWAL. This Lease may be renewed by the TENANT for two (2) additional one (1) year periods ("Renewal Period"); Provided that; (A) the TENANT is not in default and has not been in default during the term of this Lease; (B) there is no public need for the Leased Premises; (C) TENANT's continued use under this Lease does not impair the safety or operation of the CITY's facilities, as solely determined by the CITY; and (D) the terms and conditions of this Lease conform to then existing City policies or practices, laws, regulations and contracts, or provided TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations or contracts and as reflected in a written amendment signed by both Parties. Each of the options to renew the Term provided for herein shall be deemed to have been exercised by

Tenant unless Tenant shall have notified the City in writing of its intent not to renew, not less than thirty (30) days prior to the end of the current Term or Renewal Period.

4. CONSIDERATION. The TENANT's use of the property for programming and maintenance is hereby deemed of public benefit and/or as serving a public purpose and is equivalent in value to economic rent for the property. The CITY shall have the right to review any change in the use of the Leased Premises and may require that TENANT begin paying rent. In addition, Tenant shall pay the Leasehold Excise Tax, Chapter 82.29A RCW, if any

5. TERMINATION BY CITY.

A. The CITY may terminate this Lease, without penalty or further liability as follows:

(1) Upon not less than thirty (30) days prior written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by the CITY, if TENANT is diligently working to cure the default;

(2) Immediately, upon written notice, if the CITY is required by court order, by legislative action, or by a governmental agency having jurisdiction to take some action, which would effectively prohibit TENANT's use of the Leased Premises;

(3) Immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, the TENANT makes a general assignment for the benefit of creditors, or the TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act provided that in the event of any involuntary bankruptcy or other insolvency proceeding, the City shall not terminate this Lease unless such proceeding is not dismissed or vacated within 60 days after its institution or commencement;

(4) Upon not less than thirty (30) days prior written notice, unless an emergency exists, as determined by the CITY, then immediately, if the CITY in its sole discretion determines that it is in the best interest of the CITY to terminate this Lease; or

(5) Upon not less than thirty (30) days prior written notice if the Leased Premises has been abandoned, in the CITY's sole judgment, for a continuous period of ninety (90) days.

B. Waiver or acceptance of any default of the terms of this Lease by the CITY shall not operate as a release of the TENANT's responsibility for any prior or subsequent default.

C. If TENANT defaults on any provision in this Lease three (3) times within a twelve (12) month period, the third default shall be deemed "non-curable" and this Lease may be terminated by the CITY on not less than thirty (30) days written notice.

6. TERMINATION BY TENANT. TENANT may terminate this Lease without penalty or further liability as follows:

A. Upon not less than thirty (30) days prior written notice for any reason;

B. Upon not less than thirty (30) days prior written notice, if the CITY defaults and

fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by TENANT, if the CITY is diligently working to cure the default; or

C. Immediately, upon written notice, if in TENANT's judgment the Leased Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Leased Premises.

7. NONAPPLICABILITY OF RELOCATION ASSISTANCE. The TENANT acknowledges that this Lease does not at any time entitle the TENANT to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

8. ENCUMBRANCES.

A. It is expressly understood that the TENANT shall not encumber the Leased Premises. Any encumbrance is void without the prior written consent of the CITY.

B. In the event the TENANT defaults in performance of any obligation under this Lease, the CITY will not terminate the Lease because of such default unless and until the CITY gives not less than thirty (30) days prior written notice of the default to the Lender. Upon such notification, the Lender must cure such default, if the default can be cured by the payment of money within the thirty (30) day period. If the default is not curable by money, Lender must (a) cause the commencement of and thereafter diligently pursue to completion steps and proceedings for the exercise of power of sale in the manner provided by law (foreclosure) and (b) cause and perform all of the covenants and conditions of this Lease requiring the expenditure of money by the TENANT until such time as the improvements on the Leased Premises shall be sold in the manner provided by law (foreclosed). If the Lender fails or refuses to comply with any and all of the conditions in this section, the CITY shall be released from the covenant of forbearance, and the CITY may terminate this Lease with not less than thirty (30) days prior written notice.

C. In the event of a foreclosure or trustee's sale of the Lender's security interest pursuant to the laws of the State of Washington, the purchaser at said sale, be it the Lender or another, shall succeed to all of the right, title and interest of the secured party. The Lender may, with the CITY's consent, receive a deed (a quitclaim deed of all interest of the TENANT) or assignment of the TENANT's interest in lieu of a foreclosure.

9. USE OF LEASED PREMISES.

A. Tenant Use of Premises. No use other than events scheduled by the TENANT is permitted without the prior written approval of the CITY. In using the Leased Premises, the TENANT shall comply with all policies and regulations heretofore adopted or hereafter promulgated by the CITY relative to the location, operation, and maintenance of improvements located on the Leased Premises. Furthermore, in using the Leased Premises, it is expressly agreed that TENANT shall (i) comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force, and (ii) secure all necessary permits and licenses for the uses of the Leased Premises authorized in this Lease. Prior to conducting any activities or events on the Premises, TENANT shall obtain any and all permits required by State or local law, including a special events permit, as applicable. If any other governmental license or permit is required or desirable for the proper and lawful conduct of TENANT's activities in or on the Premises, or if the failure to secure such a license or permit might in any way affect the CITY, then TENANT, at

TENANT's sole cost and expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by the CITY. TENANT, at TENANT's sole cost and expense, shall at all times comply with the requirements of each such license or permit, and TENANT alone shall be responsible for ensuring compliance with any parking requirements associated with Licensee's use of the Premises, including without limitation any such requirements as might apply under the Americans with Disabilities Act. TENANT shall not commit or allow to be committed any waste upon the Leased Premises nor allow any public or private nuisance.

B. Use of Premises by Others. The CITY shall have the right, at no cost or expense, to use any portion of the Premises and/or to grant permission to others to use any portion of the Premises, by giving TENANT 30 days' written notice, setting forth the date and time of the event.

10. SIGNS, DISPLAY LIGHTS, ADVERTISING MATERIALS. All signs or symbols placed by TENANT on the Premises shall be subject to the CITY's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. At the termination of this Lease, TENANT will remove all signs placed by it upon the Premises, and will repair any damage caused by such removal. All signs must comply with sign ordinances and be placed in accordance with required permits.

11. FENCES. Any CITY-owned fences in place at the time of execution of this Lease will be maintained by the CITY for the duration of the Lease. Nothing is to be attached to the CITY's fence without the CITY's prior written approval. If any fence is damaged as a result of the TENANT's activities, the TENANT will immediately repair such damage at its cost and to the CITY's satisfaction.

12. CONDITION OF THE PROPERTY. The CITY and TENANT acknowledge that they have jointly examined the Leased Premises and the TENANT accepts said Leased Premises in its present condition as of the Commencement Date of this Lease.

13. MAINTENANCE. The TENANT shall perform or cause to be performed at its expense all maintenance of the Leased Premises that will include, but not be limited to, keeping the Leased Premises in good condition, both as to safety and appearance, to the satisfaction of the CITY. TENANT shall be responsible for mowing, irrigation maintenance, edging, fertilizing, pesticide application, weed control, and otherwise maintaining the Premises in good condition.

14. ENVIRONMENTAL REQUIREMENTS.

A. TENANT represents, warrants and agrees that it will conduct its activities on and off the Leased Premises in compliance with all applicable environmental laws. As used in this Lease, Environmental Laws means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and /or revisions to said laws and regulations.

B. Toxic or hazardous substances are not allowed on the Leased Premises without the express written permission of the CITY and under such terms and conditions as may be specified by the CITY. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products.

C. TENANT agrees to cooperate in any environmental investigations conducted by CITY staff or independent third parties where there is evidence of contamination on the Leased Premises, or where the CITY is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse the CITY for the cost of such investigations, where the need for said investigation was caused by the TENANT's operations. TENANT will provide the CITY with notice of any inspections of the Leased Premises, notices of violations, and orders to clean up contamination. TENANT will permit the CITY to participate in all settlement or abatement discussions. In the event that the TENANT fails to take remedial measures as duly directed by a City, federal, or local regulatory agency within ninety (90) days of such notice, the CITY may elect to perform such work, and the TENANT covenants and agrees to reimburse the CITY for all direct and indirect costs associated with the CITY's work where said contamination resulted from the TENANT's use of the Leased Premises. TENANT further agrees that the use of the Leased Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

D. For the purposes of this Lease, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, Ch. 70.105D RCW, et seq., including all amendments and/or revisions to said laws and regulations.

E. TENANT agrees to defend, indemnify and hold harmless the CITY from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Leased Premises, including those that may have migrated from the Leased Premises through water or soil to other properties, including without limitation, the adjacent CITY property, and which are caused by or result from TENANT's activities on the Leased Premises. TENANT further agrees to retain, defend, indemnify and hold harmless the CITY from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Leased Premises.

F. The provisions of this section shall survive the termination or expiration of this Lease.

15. CITY'S RESERVATION OF RIGHT TO MAINTAIN AND GRANT UTILITY FRANCHISES AND PERMITS.

A. The CITY reserves the right for utility franchise and permit holders to enter upon

the Leased Premises to maintain, repair and enhance the CSO and install new utilities and, for itself, to grant utility franchises and/or permits across the Leased Premises. Such installation will be accomplished in such a manner as to minimize any disruption to the TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. The CITY also reserves the right to withdraw portions of the Leased Premises for uses such as, but not limited to, telecommunications transmission sites, which the CITY determines to be reasonably compatible with TENANT's authorized use of Leased Premises.

B. The TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact the CITY and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. The TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of Chapter 19.122 RCW relating to underground facilities.

16. PROTECTION OF CSO FACILITIES.

A. The TENANT agrees to provide protection against likely causes of damage to the CITY's CSO project arising from the TENANT's use of the Leased Premise.

B. The CITY has at all times complete and unimpeded access to the Leased Premises for purposes of operating, maintaining or improving the CSO Facility. TENANT shall not interfere with CITY's maintenance, operation or improvement of the CSO Facility.

C. Any structures, fences or underground facilities installed by the TENANT or caused to be installed by the TENANT must have written consent of the Wastewater Director prior to installation.

D. Permittee shall not at any time or for any duration place loads on the Leased Premises in excess of HS-25 loading as specified in AASHTO Table 3.6.1.2-1. This equates roughly to a 40,000 lb. axle load.

17. TAXES, ASSESSMENTS, AND UTILITIES. The TENANT agrees to pay all assessments that benefit the Leased Premises and/or which may hereafter become a lien on the interest of the TENANT. The TENANT also agrees to pay all taxes that may hereafter be levied or imposed upon the interest of the TENANT or by reason of this Lease including without limitation leasehold excise taxes pursuant to Chapter 82.29A RCW, if any. The TENANT is responsible for and agrees to pay the cost of utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and taxes that serve the Leased Premises.

18. LIENS.

A. Nothing in this Lease shall be deemed to make the TENANT the agent of the CITY for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Leased Premises. The TENANT acknowledges that the CITY may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by the TENANT.

B. The TENANT shall at all times indemnify and hold harmless the CITY from all claims for labor or materials in connection with construction, repair, alteration, or installation of

structures, improvements, equipment, or facilities on or within the Leased Premises as provided for in this Lease, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Leased Premises, the TENANT shall:

1. Record a valid Release of Lien;
2. Deposit sufficient cash with the CITY to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or
3. Procure and record a bond which releases the Leased Premises from the claim of the lien and from any action brought to foreclose the lien.

D. Should the TENANT fail to accomplish 1, 2, or 3, above, within fifteen (15) days after the filing of such a lien, the Lease shall be in default.

19. CITY'S RIGHT OF ENTRY AND INSPECTION. The CITY, for itself, its agents and contractors, reserves the right to enter upon the Leased Premises at any time without notice to the TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the CSO or any element/appurtenance thereof without any offset or reduction of rent. The CITY shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by the TENANT. The CITY may from time-to-time go upon the Leased Premises for the purpose of inspecting any maintenance work being done by the TENANT. Entry upon the Leased Premises for any other purpose by the CITY shall be conducted with reasonable notice to the TENANT and during the hours of 8:00 a.m. to 5:00 p.m.

20. INSURANCE. During all times relevant to this Lease, TENANT shall maintain in force at its own expense, each insurance noted below.

A. Worker's Compensation and Employer's Liability insurance with a limit of no less than the amount and in form require by law.

B. General Liability insurance on an occurrence basis, with a combined single limit of not less than \$1 million per occurrence and \$2 million aggregate, naming the CITY, and its agents, officers, employees, and such other persons or entities as the CITY may designate as Additional Insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to the ownership, use, and occupancy of the Premises, including non-owned automobile liability and liquor liability insurance if the TENANT's use of the Premises includes the sale of, serving of or the consumption of alcohol. At any time, if, in the reasonable option of the CITY, the amount of commercial general liability insurance coverage provided for herein is not adequate, TENANT shall increase the insurance coverage as required by the CITY.

C. TENANT shall require any contractor or entity performing work for it on the Premises to carry and maintain, at no expense to the CITY: (i) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (ii) comprehensive automobile liability insurance with limits for each occurrence of not less than

\$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (iii) Worker's Compensation or similar insurance in form and amounts required by law.

D. **Certificates of Insurance.** As evidence of the insurance coverages required by this Lease, TENANT shall furnish acceptable insurance certificates to the CITY at the time TENANT signs this LEASE and annually thereafter by December 31st each year. The certificate shall specify all of the parties who are Additional Insureds and/or lienholders or loss payees will include applicable policy endorsements and will include the deductible level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. TENANT shall be financially responsible for all pertinent deductible, self-insured retentions, and/or self-insurance.

The CITY and TENANT mutually release the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by the insurance policies as required to be carried by the parties under this Lease or any other insurance actually carried by such party, and do hereby mutually waive all rights of subrogation in favor of any insurance carrier against the other arising out of any such loss or damage.

21. HOLD HARMLESS/INDEMNIFICATION.

A. The TENANT, its successors and assigns, will protect, save, and hold harmless the CITY, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Leased Premises. The TENANT further agrees to defend the CITY, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Leased Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of the CITY or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the CITY, its agents or employees and (b) the TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, employees.

B. The indemnification provisions contained in this section shall survive the termination or expiration of this Lease.

22. PERSONAL PROPERTY. The CITY shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained on or about the Leased Premises, except for such claims or losses that may be caused by the CITY or its authorized agents or employees. Upon termination of this Lease, the CITY or its agent may remove all personal property of the TENANT remaining on the Leased Premises at the TENANT's expense and dispose of it in any manner the CITY deems appropriate. TENANT agrees to reimburse the CITY for the costs of such removal and disposal within thirty (30) days of

the date of the CITY's invoice.

23. CITY'S APPROVAL OF DESIGN AND CONSTRUCTION. Tenant shall not make any improvements or alterations to the Premises without the prior written consent of the CITY's Director of Public Works ("Director"), which consent may be withheld, conditioned, or delayed in the Director's sole discretion.

24. NONDISCRIMINATION. TENANT, for itself, its successors and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including, but not limited to, Chapter 49.60 RCW.

25. ASSIGNMENT. Neither this Lease nor any rights created by it may be assigned, sublet or transferred.

26. PERFORMANCE BY CITY. If TENANT defaults in the performance or observation of any covenant or agreement contained in this Lease, the CITY, without notice if deemed by the CITY that an emergency exists, or if no emergency exists, with thirty (30) days prior written notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Leased Premises for such purpose. Such emergency shall include, but not be limited to, endangerment of life, the CSO and/or related appurtenances, or failure of TENANT to obtain in a timely manner the specified insurance coverage. TENANT shall reimburse the CITY the entire cost and expense of such performance by the CITY within thirty (30) days of the date of the CITY's invoice. Any act or thing done by the CITY under the provisions of this section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

27. DISPOSITION OF IMPROVEMENTS. Except as provided elsewhere herein, upon termination of this Lease under any provision hereof, the improvements constructed by the TENANT on the Leased Premises shall become the property of the CITY or, at the option of the CITY, shall be removed by the TENANT at the TENANT's expense in a manner prescribed by the CITY. In the event the TENANT fails to remove said improvements upon termination, the CITY may remove and dispose of said improvements as it deems appropriate and at the TENANT's expense. The TENANT shall reimburse the CITY for all expenses incurred in such removal and disposal within thirty (30) days of the date of the CITY's invoice for such costs.

28. RESTORATION OF SITE. Prior to termination of this Lease, TENANT agrees, if so directed by the CITY, to restore the Leased Premises to its condition prior to TENANT's occupancy, reasonable wear and tear excepted. This work is to be done at the TENANT's expense to the satisfaction of the CITY.

29. VACATION OF LEASED PREMISES. Upon termination of this Lease, the TENANT shall cease its operations on and/or use of the Leased Premises. In the event the TENANT fails to vacate the Leased Premises on the date of termination, the TENANT shall be liable for any and all costs to the CITY arising from such failure.

30. BINDING CONTRACT. This Lease shall not become binding upon the CITY unless and until executed for the Mayor following approval by the Spokane City Council.

31. ATTORNEYS' FEES. Except as otherwise provided herein, in the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

32. MODIFICATIONS. This Lease contains all the agreements and conditions made between the parties hereto pertaining to the rental of the Leased Premises herein described and may not be modified orally or in any other manner other than by a written agreement signed by all parties hereto. The receipt of rent by the CITY, with knowledge of any breach of this Lease by the TENANT, and/or with knowledge of any default on the part of the TENANT shall not be deemed to be a waiver of any provision of this Lease. Failure on the part of the CITY to enforce any covenant or provision herein contained shall not discharge or invalidate such covenant or provision or affect the right of the CITY to enforce the same in the event of any subsequent breach or default.

33. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

34. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

35. VENUE. TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Spokane County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise.

36. 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 Lessee 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 Lessee 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.

37. 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 Lessee 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.

38. 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.

39. TOTALITY OF AGREEMENT. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by the CITY except to the extent that the same are expressed in this Lease.

40. NOTICES. Wherever in this Lease written notices are to be given or made, they will be served, personally delivered or sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party. The TENANT agrees to accept service of process at said address; provided, that such address is located in the State of Washington. Otherwise, the TENANT designates the Secretary of State of Washington as an agent for the purpose of service of process. Such service shall be deemed personal service.

IN WITNESS WHEREOF, this Lease is executed by the parties, intended to be legally bound, as of the date first written above.

CITY: City of Spokane

By: _____

Its: _____

TENANT: Brother Brewing LLC.

By: _____

Title: _____

Attest:

Approved as to Form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
)ss.
County of Spokane)

I hereby certify that I know or have satisfactory evidence that, on this ____ day of _____, 2022, _____ signed this instrument on oath stated that (she/he/they) is/are authorized to executed the instrument as the _____ of Brother Brewing LLC and acknowledged it to be (her/his/their) free and voluntary ace of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know of have satisfactory evidence that, on this day _____ of _____, 2022, _____ and _____, are the persons who appeared before me and said person acknowledged that they signed this document, and on oath stated that they were authorized to sign and acknowledged it as the _____, and the City Clerk, respectively, or the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

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

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Public Works & Utilities - Riverside Park Water Reclamation Facility
Contact Name & Phone	Mike Cannon, Plant Manager 625-4642
Contact Email	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Final Renewal of Contract with Two Rivers Terminal, LLC for Sodium Bisulfite
Summary (Background)	<p>This is the final renewal from the awarded BID #4471-18 to Two Rivers Terminal, LLC (Pasco, WA) who was the lowest responsive bidder to supply liquid sodium bisulfite to RPWRF. The total annual contract cost is \$335,400.00. This is for the renewal period for August 15, 2022 to August 14, 2023.</p> <p>RPWRF uses sodium bisulfite to neutralize sodium hypochlorite in the effluent water to reduce toxic effects on aquatic organisms in the Spokane River.</p>
Proposed Council Action & Date:	Council Agenda July 18th, 2022
Fiscal Impact: Total Cost: \$335,400.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> 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? This is the final renewal of BID #4471-18, which aligns with the City's Purchasing policy.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Public Works & Utilities - Riverside Park Water Reclamation Facility
Contact Name & Phone	Mike Cannon, Plant Manager 625-4642
Contact Email	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Wastewater Treatment Plant/RPWRF improvements and repairs of occupied and non-occupied space
Summary (Background)	<p>This is part of the Capital Improvement Plan to maintain, upgrade and repair occupied and non-occupied HVAC systems at the Wastewater Treatment Plant/RPWRF to include -</p> <p>Project 1 - PBS 3 Steam Coil Replacement</p> <p>Project 2 - PBS1 Mezzanine Steam Coil Replacement</p> <p>Project 3 - Elevator Room Ductless Split System Replacement</p> <p>Project 4 - Office Remodel Ductless Split Addition</p> <p>Project 5 - Gas Meter for MF Building Boilers</p>
Proposed Council Action & Date:	Council Consent Agenda July 18, 2022
Fiscal Impact: Total Cost: \$139,860.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> 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?

This has been awarded through the City of Spokane's Purchasing Policy and Capital Improvement Program through the WSDDES Contract #02919.