

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 16, 2013

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

COUNCIL BRIEFING SESSION – 3:30 P.M.
COUNCIL CHAMBERS
CITY HALL

TOWN HALL/LEGISLATIVE SESSION-6:00 P.M.
NORTHEAST COMMUNITY CENTER
4001 NORTH COOK STREET

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|------------------------------|---------------|
| 1. Low Bid of (to be determined at bid opening on September 9, 2013), for Sprague Avenue Traffic Revisions and Traffic Calming Phase 1—\$____. An administrative reserve of \$____, which is 10% of the contract price, will be set aside. Gerald Okihara | Approve & Authorize Contract | PRO 2013-0026 |
| 2. Interlocal Agreement with Spokane County for lease of space at the Courthouse Complex (located at 1116 West Broadway) for the City of Spokane Municipal Court and Probation Department for 2012-2014—estimated cost \$630,000. Howard Delaney | Approve | OPR 2013-0652 |
| 3. Agreement with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs for the Registered Sex Offender Address Verification Program, effective July 1, 2013, through June 30, 2014—\$47,247. Carly Cortright | Approve | OPR 2013-0653 |
| 4. Amending agreement with Spokane County to accept additional funding from Washington Association of Sheriffs and Police Chiefs for the Registered Sex | Approve | OPR 2013-0653 |

Offender Address Verification Program—\$11,454.**Carly Cortright**

- | | | | |
|----|---|------------------------------------|---------------|
| 5. | Contract with North American Family Institute (Peabody, MA) to provide Police/Youth interaction training from final Council approval to September 30, 2014—\$84,715. Carly Cortright | Approve | OPR 2013-0654 |
| 6. | Contract with Olin Corporation dba Olin Chlor Alkali Products (Tracy, CA) to supply Sodium Hypochlorite to the Riverside Park Water Reclamation Facility from August 1, 2013, through July 31, 2015. Cost for two years—\$357,881.71 (incl. tax). Dale Arnold | Approve | OPR 2013-0655 |
| 7. | Consultant Agreement with Conforth Consultants (Portland, OR) for Engineering Services for Upriver Dam Part 12D Safety Inspection Report (required by the Federal Energy Regulatory Commission)—\$214,600. Dan Kegly | Approve | OPR 2013-0656 |
| 8. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2013-0002 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

TOWN HALL SESSION

(6:00 P.M.)

(Council Reconvenes at the Northeast Community Center)
(4001 North Cook Street)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENT

RECOMMENDATION

Public Facilities District: One Reappointment

Confirm

CPR 1989-0145

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

TOWN HALL FORUM

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35020** Creating departments within the Parks and Recreation division; amending SMC Section 3.01A.360; and adopting new Sections 3.01A.361, 3.01A.362 and 3.01A.363 to Chapter 3.01A of the Spokane Municipal Code.
- ORD C35025** Relating to exterior storage on residential land; amending SMC Section 1.05.160 and adopting a new SMC Section 17C.110.270 to Chapter 17C.110 of the Spokane Municipal Code.
- ORD C35026** Relating to Application #Z1200043COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "Office" for Chandlers Addition, Block 8, located between Sheridan and Hatch Streets and 5th Avenue and Hartson Avenue, and Highland Parks Hartson Subdivision, Lots C-F; and amending the zoning map from "Residential Multi-Family" (RMF) to "Office" (O-35). (Applicant: Mike Stanicar, on behalf of Cancer Care Associates) (Plan Commission recommended approval by vote of 9 to 0)
- ORD C35027** Relating to Application #Z1200044COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard; and amending the zoning map from "Office (O-35)" and "Residential Single Family (RSF)," to "Centers and Corridors Type 1, District Center" (CC-1, DC)." (Applicant: Dwight Hume, on behalf of Tim Carlberg) (Plan Commission recommended approval by vote of 9 to 0)
- ORD C35028** Relating to Application #Z1200045COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "CC-Core" for .29 acres located at the southeast corner of 29th Avenue and Fiske Street; and amending the zoning map from "Residential Multi-Family (RMF)" to "Centers and Corridors Type 2, District Center" (CC-2, DC)." (Applicant: Dwight Hume, on behalf of Alton Properties) (Plan Commission recommended approval by vote of 8 to 1)
- ORD C35029** Relating to Application #Z1200046COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for 9.8 acres located at the southwest corner of 29th Avenue and Southeast Boulevard; and amending the zoning map from "Office (O-35)," "Office Retail (OR-35)" and "Residential Single Family (RSF)" to "Centers and Corridors Type 2, District Center" (CC-2,DC)." (Applicant: Sonneland Commercial Properties, LLC and Banner Bank) (Plan Commission recommended approval by vote of 9 to 0)

ORD C35030 **Relating to unlawful public exposure; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for September 16, 2013
(per Council Rule 2.1.2)**

TOWN HALL FORUM (CONTINUED)

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

ADJOURNMENT

The September 16, 2013, Regular Legislative Session of the City Council is adjourned to Monday, September 23, 2013.

NOTES

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

PRO 2013-0026

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GERALD OKIHARA 232-8842

Project #

2013061

Contact E-Mail

GOKIHARA@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0370-LOW BID AWARD - SPRAGUE AVENUE TRAFFIC REVISIONS

Agenda Wording

Low Bid of (to be determined at bid opening on September 9, 2013)(City, St) for Sprague Avenue Traffic Revisions and Traffic Calming Phase 1-\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside.

Summary (Background)

All information will be provided prior to the September 16, 2013 meeting. On September 9, 2013 bids were opened for the above project. The Engineer's Estimate for this project is \$116,556.10. The low bid was from (to be determined at the bid opening) in the amount of \$_____, which is \$_____ or _____% over/under the Engineer's Estimate; _____ other bids were received as follows:

Fiscal Impact**Budget Account**

Expense \$ 116,566.10

1380 24101 95300 56501

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance****Distribution List****Legal**

BURNS, BARBARA

sdecker@spokanecity.org

For the Mayor

SANDERS, THERESA

rdykes@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

ewade@spokanecity.org

pdolan@spokanecity.org

mlesesne@spokanecity.org

mdoval@spokanecity.org

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0652

Renews #**Submitting Dept**

MUNICIPAL COURT

Cross Ref #

OPR 2011-0326

Contact Name/Phone

HOWARD DELANEY X4450

Project #**Contact E-Mail**

HDELANEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 13741

Agenda Item Name

0560 INTERLOCAL WITH SPOKANE COUNTY LEASE OF SPACE AT COURTHOUSE COMPLEX

Agenda Wording

Interlocal Agreement with Spokane County for lease of space at the Courthouse Complex for the City of Spokane Municipal Court and Probation Department for 2012-14. The Courthouse Complex is located at 1116 West Broadway, Spokane, WA 99260.

Summary (Background)

The Spokane Municipal Court and Spokane Probation Department are located in the Spokane County Courthouse Complex. This lease covers the space rental for the term January 1, 2012 through December 31, 2014. Estimated 3 year cost is \$630,000. 2012 - \$205,000 2013 - \$205,000 2014 - \$220,000 est

Fiscal Impact

Expense \$ 171,000

Expense \$ 34,000

Select \$

Select \$

Budget Account

0560-13100-12500-55104

0690-16100-23300-55104

BudgetAccount3

#

Approvals**Dept Head**

DELANEY, HOWARD

Division Director

LOGAN, MARY

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing****Council Notifications****Study Session****Other**

PSC 5/20/13

Distribution List

hdelaney@spokanecity.org

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Spokane County Commissioners

vpeterson@spokanecounty.org

agolden@spokanecity.org

Return to:

**Daniela Erickson
Clerk of the Board of County Commissioners
1116 West Broadway Avenue
Spokane, Washington 99260**

**INTERLOCAL AGREEMENT
WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE
(January 1, 2012-December 31, 2014)**

THIS AGREEMENT, made and entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway, Spokane, Washington 99260, hereinafter referred to as the “**County**,” and CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “**City**,” jointly hereinafter referred to as the “**Parties**.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW (Interlocal Cooperation Act), counties and cities may contract with each other to perform certain functions which each may legally perform; and

WHEREAS, construction of the Spokane County City Public Safety Building was financed by County and City taxpayers for the Parties’ joint uses and the Parties continue to jointly share in the building’s maintenance and operation costs; and

WHEREAS, Spokane County is the owner of (i) the Spokane County-City Public Safety Building, located at 1100 West Mallon Avenue, Spokane, Washington 99260, and (ii) the Spokane County Courthouse Annex located at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter jointly referred to as the “**Buildings**”; and

WHEREAS, the Buildings are occupied and used by various County and City departments;
and

WHEREAS, the Parties desire to enter into an interlocal agreement whereby they reduce to writing the terms and conditions under which the City can occupy space within the Buildings in conjunction with the operation of its City Municipal Court (including Clerk's Office) and Probation Department.

NOW THEREFORE, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Interlocal Agreement (the "Agreement") is for the County and City to set forth their understandings as to sharing of costs for each Parties' respective use of the below Buildings (the "Buildings") owned by the County for City Municipal Court (including Clerks Office) and Probation purposes.

The Buildings and their addresses are:

Spokane County-City Public Safety Building
1100 West 1100 Mallon Avenue
Spokane, Washington

Spokane County Courthouse Annex
1116 West Broadway Avenue
Spokane, Washington

SECTION NO. 2: TERM / TERMINATION

- A. This Agreement shall commence January 1, 2012 and run through December 31, 2014.
- B. Either party may terminate this Agreement upon one hundred eight (180) days written notice to the other party at any time during the term of the Agreement.
- C. The Parties acknowledge that their individual and joint occupancies of the Building can by mutual agreement change as of January 1st in the event of a renewal.

SECTION NO. 3: COUNTY MAINTENANCE / OPERATION OBLIGATIONS

The County shall provide all operation/maintenance and security for the Buildings.

For the purpose of this Agreement, the terminology "operation/maintenance" shall mean keeping the Buildings in good and sufficient state of repair and condition, both inside and outside, including, without limitation all structural and non-structural components, HVAC systems and related equipment, all electrical wiring and fixtures, all elevators, all plumbing and waste facilities, all windows, overhead doors, docks and appurtenances, within or attached to the Buildings, all sidewalks, roofs, driveways, ramps, parking areas, fire sprinkler systems, irrigation systems and foundations. This obligation shall require the County to provide regularly scheduled and preventative maintenance to the electrical, plumbing, elevator and HVAC systems of the Buildings, including such items as filter changing, oiling, and usual minor adjustments as suggested in the

manufacturer's warranty recommendations. The terminology shall include providing utility services to the Buildings, including but not limited to those for sewer, water, gas, electricity, telephone, heat, and refuse service as well as janitorial service. It shall also include obtaining and paying the premium for fire insurance as provided in Section No. 11.

For the purpose of this Agreement, the terminology "security" shall mean personnel and/or equipment as may be required by the Courts and/or the Board of County Commissioners as a result of statutes or security needs identified by the Spokane County Sheriff and/or Board of County Commissioners. The County Sheriff shall discuss in advance with the City Administrator any planned security changes prior to their implementation.

SECTION NO. 4: COST-SHARING

A. Determination of square footage usage for individual and joint use areas.

The 2011 analysis of the square footage usage by the Parties for individual and joint use areas in the Buildings is shown in the attached Attachment "A". The City will immediately notify the County of any additional use of the Buildings for City Municipal Court including Clerk Office) and Probation for inclusion in this Agreement. Attachment "A" will be updated as of January 1st in the event this Agreement is renewed. The individual and joint use calculations established as of January 1st of each calendar year shall apply for the entire year regardless of a change in the usage by either Party during the calendar year. Minor variances in square footage and/or corrections to square footage will not require an amendment to the Agreement but must be agreed to in writing between the County Chief Executive Officer and the City Administrator. Provided, however, if the adjusted rent exceeds ten percent (10%), a written amendment shall be executed. The Parties understand and agree that the County will make available for the City the following space in the Buildings:

1. all space occupied by the City Municipal Court in 2011 on the second floor, including Courtroom D and related chambers/restroom, in the Spokane County Courthouse Annex. NOTE: The City may conduct weekend dockets in the Spokane County Courthouse Annex space as set forth in Attachment "A". City will be solely responsible for making appropriate arrangements and incurring all costs associated with security personnel necessary at the entrance to the Courthouse Annex for such weekend docket(s). Such arrangements shall be made through the security firm providing security services to the County for the Courthouse Annex during the work week. The County will be responsible for taking appropriate actions to insure that the doors on the 2nd, 3rd and 4th floors of the Courthouse Annex can be locked and are locked during City Municipal Court weekend dockets so that the public accessing the Courthouse Annex for the weekend dockets and taking the steps or elevator in the Courthouse Annex cannot enter the main Courthouse.
2. the same space that the City Clerk's Office occupied on the first floor of the Spokane County-City Public Safety Building in 2011.

3. the same space which the City Probation Department occupied on the second floor of the Spokane County-City Public Safety Building in 2011.
4. one half of the existing space occupied the City Municipal Court and County District Court for a video room on the third floor of the Spokane County-City Public Safety Building.
5. one half of the existing shared space between the City Municipal Court Clerk's Office and the County District Court Office on the first floor of the Spokane County-City Public Safety Building.

Any dispute as to the individual or joint use square footage allocations shall be referred to the City Administrator and County Chief Executive Officer for resolution. In the event they are unable to resolve the dispute, it shall be submitted to an arbitrator jointly selected by the Parties, or in the event that the Parties cannot jointly agree on an arbitrator, each Party shall nominate two (2) names. After a flip of the coin, each Party shall delete one name from the list until only one name is left. The decision of the arbitrator shall be final and binding on the Parties. Any cost of the arbitrator shall be jointly split. In the event of a dispute on the costs or square footage calculations by the County, the City will pay such costs until the dispute is resolved as provided for herein.

B. Sharing of costs for individual and joint use areas other than joint use equipment or office alterations in joint use area

Based on the square footage usage by the Parties for individual and joint use areas in the Buildings for each calendar year, the following actual annual expenses shall be allocated:

1. Operation/maintenance costs of the Buildings.
 - a. Maintenance/operation costs include the indirect costs calculated in the County Cost Allocation Plan as well as direct costs including but not limited to items such as (i) building(s) insurance, (ii) steam plant depreciation, and (iii) depreciation of improvements.
 - b. The indirect costs shall be charged by utilizing the costs as allocated to the respective Buildings in the County Cost Allocation Plan.
 - c. The direct costs as referenced above shall be determined by the County, not a third party consultant.
2. Planned capital improvements and/or major maintenance costs.
 - a. The County Chief Executive Officer shall discuss with the City Administrator by September 1st of each calendar year this Agreement is in effect the planned capital improvements and/or major maintenance costs for the Buildings regardless of the cost for the

following year. In the event the Parties do not agree on the proposed planned capital improvements and/or major maintenance costs, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.

- b. All costs of planned capital improvements and/or major maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each planned capital improvement or major maintenance item. In the event the Parties can not agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the planned capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this Agreement.
3. Unanticipated emergency capital expenses and/or maintenance costs in excess of \$100,000.
 - a. The County Chief Executive Officer shall discuss with the City Administrator as soon as possible of any unanticipated emergency capital improvements and/or maintenance expenditure in excess of \$100,000 total cost. In the event the Parties do not agree on the unanticipated emergency capital improvements and/or maintenance costs in excess of \$100,000, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A.
 - b. All costs of unanticipated capital improvements and/or maintenance costs shall be amortized. The Parties shall jointly agree upon an amortization schedule for each unanticipated capital improvement or maintenance item. In the event the Parties can not agree on an amortization schedule, the dispute shall be resolved by the selection of an arbitrator as provided in Section No. 4A. The amortization schedule shall spread the County's and City's share of the unexpected emergency capital improvement equally over the established time frame. The amortization schedule may extend beyond the term of this agreement.

C. Security Costs (Buildings and Exterior)

1. Building Security Costs. Annual building security costs shall be calculated separately for each building to include the Spokane County Courthouse, Spokane County Courthouse Annex, Spokane County Public Safety Building, Broadway Center Building, Juvenile Court Building and Valley Precinct Building. The separate annual building security costs shall then be allocated among/between the courts occupying each individual building based on each court's square footage of

occupancy in each building net of storage. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court and City Municipal Court.

2. Exterior Security Costs. Annual exterior building security costs shall be calculated. The annual costs shall then be allocated equally among the Spokane County Courthouse, Spokane County Courthouse Annex, and Spokane County Public Safety Building. Then the costs are distributed by each court's square footage of occupancy in each building, net of storage. For the purpose of this provision the terminology court shall mean Spokane County District Court, Spokane County Superior Court and City Municipal Court.

D. Cost-sharing for joint use equipment or office alterations for a joint use area.

The cost of joint use equipment or office alterations for a joint use area in any of the Buildings shall be subject to cost apportionment as the Parties may mutually agree and shall be included as a reimbursable item as set forth in Section No. 5. Provided, however, each Party will be solely responsible for paying directly to the vendor its cost apportionment share for any joint use equipment or office alterations for a joint use area in any of the Buildings having a total cost of TEN THOUSAND DOLLARS (\$10,000) or more. No piece of joint use equipment or office alteration for a joint use area shall be acquired or made until the Parties have met and agreed to its cost apportionment. The Parties agree to meet within five (5) working days of a written request from one Party to the other and resolve the cost apportionment of such joint use equipment or office alterations.

E. Cost-sharing for non-joint use equipment purchases and non-joint use office alterations.

The cost of non-joint use equipment purchases or non-joint use office alterations for individual areas within any of the Buildings shall be the sole financial responsibility of the individual Party. The City shall request approval from the appropriate County representative for any office alterations.

SECTION NO. 5: RECONCILIATION / PAYMENT

- A. The County will maintain complete yearly records of all actual maintenance/operation and security expenditures, planned and unanticipated capital expenditures, and joint use equipment and joint use office alterations for the Buildings. On or before November 30th of each following year, the County will allocate the previous years actual costs between the Parties based on the square footage calculations and the cost sharing allocations in Section No. 4. The resulting figure will be the total amount that the City owes the County for its proportionate share of the costs for the previous year.
- B. The final amount owing by the City to the County shall be paid within thirty (30) calendar days of the reconciliation. Any amount not paid when due shall bear interest at a rate equal to lost interest earning had the money been timely paid and invested in the Spokane County

Treasurer's Investment Pool. The Treasurer establishes interest earnings on moneys invested in the Spokane County Treasurer's Investment Pool at the end of each month for the preceding months. As such, the interest rate applied to any late payment will be that interest rate as determined by the Treasurer for the month preceding the date payment is due.

SECTION NO. 6: RECORDS

- A. The County shall keep a detailed and accurate record of all costs. The records shall be made available for audit at any time, Monday through Friday during normal County business hours by the City or its duly authorized representatives.
- B. The County shall make available to the City or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the County shall have kept in conjunction with this Agreement and which the City may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.
- C. The County shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement.

SECTION NO. 7: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County for any purpose.

SECTION NO. 8: LIABILITY

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.

The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

SECTION NO. 9: NOTICES

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: Presiding Judge, City of Spokane Municipal Court
1100 West Mallon Avenue
Spokane, Washington 99260

COUNTY: Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

SECTION NO. 10: RISK MANAGER

Each Party's Risk Manager or designees may inspect those areas under each other's control within the Buildings to determine whether or not any safety devices or safeguards are required in the areas to meet applicable laws. The Risk Manager and/or designee shall give advance notice to the County Chief Executive Officer or the City Administrator of any inspection. Inspection(s) will be

carried out pursuant to such limitations as may be necessary to protect the security of the area that is the subject of inspection.

SECTION NO. 11: INSURANCE

- A. Fire Insurance. The County shall carry fire insurance covering the Buildings. The City shall carry fire insurance for any contents or personal property that it owns and/or uses in conjunction with space occupied in the Buildings. The County fire insurance policy has a \$25,000.00 deductible. The City shall pay this deductible when its sole negligence gives rise to a fire, causing damage in any portion of the Buildings. In the event the City is comparatively negligent, its proportionate share of the deductible shall be equal to its comparative negligence as determined by an independent arbitrator mutually selected by the Parties.
- B. Mutual Waivers of Subrogation. To the extent it is lawful to do so, the Parties expressly waive and release any cause of action or right of recovery which the Party may have against the other Party for any loss or damages to the Buildings, or to its contents, caused by fire, explosion or other peril covered by insurance.
- C. Liability Insurance. The County shall carry General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage on the Buildings. The County will pay any and all self-insured retention (SIR) under such coverage.
- D. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the County or its insurer(s) to the City.

SECTION NO. 12: ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors and assigns. Neither Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Party.

SECTION NO. 13: COMPLIANCE WITH LAWS

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION NO. 14: NONDISCRIMINATION

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

SECTION NO. 15: ANTI-KICKBACK

No officer or employee of the City, 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 the Agreement.

SECTION NO. 16: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 17: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same term or other rights of that Party in the future.
- B. **ENTIRE AGREEMENT:** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- C. **HEADINGS:** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- D. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- E. **SEVERABILITY:** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 18: SUPERSEDED AGREEMENTS

This Agreement supersedes all previous agreements executed between the Parties including that executed under Spokane County Resolution No. 08-1116 entitled “INTERLOCAL AGREEMENT WITH REGARD TO MUNICIPAL COURT / PROBATION SPACE (January 1, 2009-December 31, 2009)” and that executed under Spokane County Resolution No. 10-0321 entitled “RENEWAL OF INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2010-December 31, 2010) and that executed under Spokane County Resolution No. 2011-0532 entitled “INTERLOCAL AGREEMENT WITH REGARD TO CITY MUNICIPAL COURT / PROBATION SPACE (January 1, 2011-December 31, 2011)”. Additionally it includes all amendments to the above agreements.

SECTION NO. 19: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1.
- B. DURATION: See Section No. 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: The County Chief Executive Officer and the City Administrator shall inform each other, on or before September 1st of each year, of their projected costs, which are the subject of cost allocation, for the next fiscal year. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. TERMINATION: See Section No. 2.
- H. PROPERTY UPON TERMINATION: Title to all personal property acquired by either Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Any and all capital improvements to the Buildings shall become part of the respective building. Jointly acquired personal property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year below their respective signatures.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

SHELLY O'QUINN, Chair

AL FRENCH, Vice Chair

TODD MIELKE, Commissioner

ATTEST:

Daniela Erickson, Clerk of the Board

State of Washington)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that SHELLY O'QUINN, AL FRENCH, and TODD MIELKE are the persons who appeared before me and they acknowledged that they signed the document, on oath stated that they were authorized to sign it and acknowledged it as the Commissioners of the COUNTY OF SPOKANE, a political subdivision, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Date

[SEAL OR STAMP]

Notary Public in and for Washington State
residing at _____

My appointment expires _____

DATED: _____

CITY OF SPOKANE:

By: _____
City Administrator

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

State of Washington)
) ss.
County of Spokane)

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

Date

[SEAL OR STAMP]

Notary Public in and for Washington State
residing at _____

My appointment expires _____

Reviewed:

Spokane Municipal Court
Presiding Judge

ATTACHMENT "A"

SQUARE FOOTAGE

Spokane County Courthouse Annex*

All space occupied by the City Municipal Court in 2011 on the second floor including Courtroom D and related chambers/restroom consisting of 3,926 square feet. Additionally, the City is allocated 107 square feet in the basement for storage of municipal court parking tickets. (Total: 4,033 sq. ft.)

Spokane County City Public Safety Building

Existing space occupied by the City Municipal Court Clerk's Office consisting of 2,461 square feet. Additionally, the City is allocated 155 square feet for a small storage closet. (Total: 2,616 sq. ft.)

Existing space occupied by the City Probation Department consisting of 1,392 square feet of City occupied probation space and 1,249 of shared probation space. (Total: 2,641 sq. ft.)

One half of existing space jointly used by the City Municipal Court and Spokane County District Court for a video room on the third floor. (Total space $526/2 = 263$) (Total: 263 sq. ft.)

One half of the existing shared space between the City Municipal Court Clerk's Office and the County District Court Office (Total space $753/2 = 376$). (Total: 376 sq. ft.)

***Note:** This Attachment only sets forth the City's individual square footage usage in the Buildings. The City will also be allocated costs associated with common and mechanical areas in the Buildings. Common areas include hallways, bathrooms, etc. Common areas will be allocated based on the percentage of space occupied by the City or County on any floor within a Building, exclusive of common areas. For example, if the City occupies 60% of the second floor of a building, exclusive of common areas, then the City will be allocated 60% of the common area costs on the second floor of the Building and the County will be allocated 40% of the common area costs on the second floor of the Building. Mechanical areas will be allocated based on building occupancy.



SPOKANE COUNTY
WASHINGTON

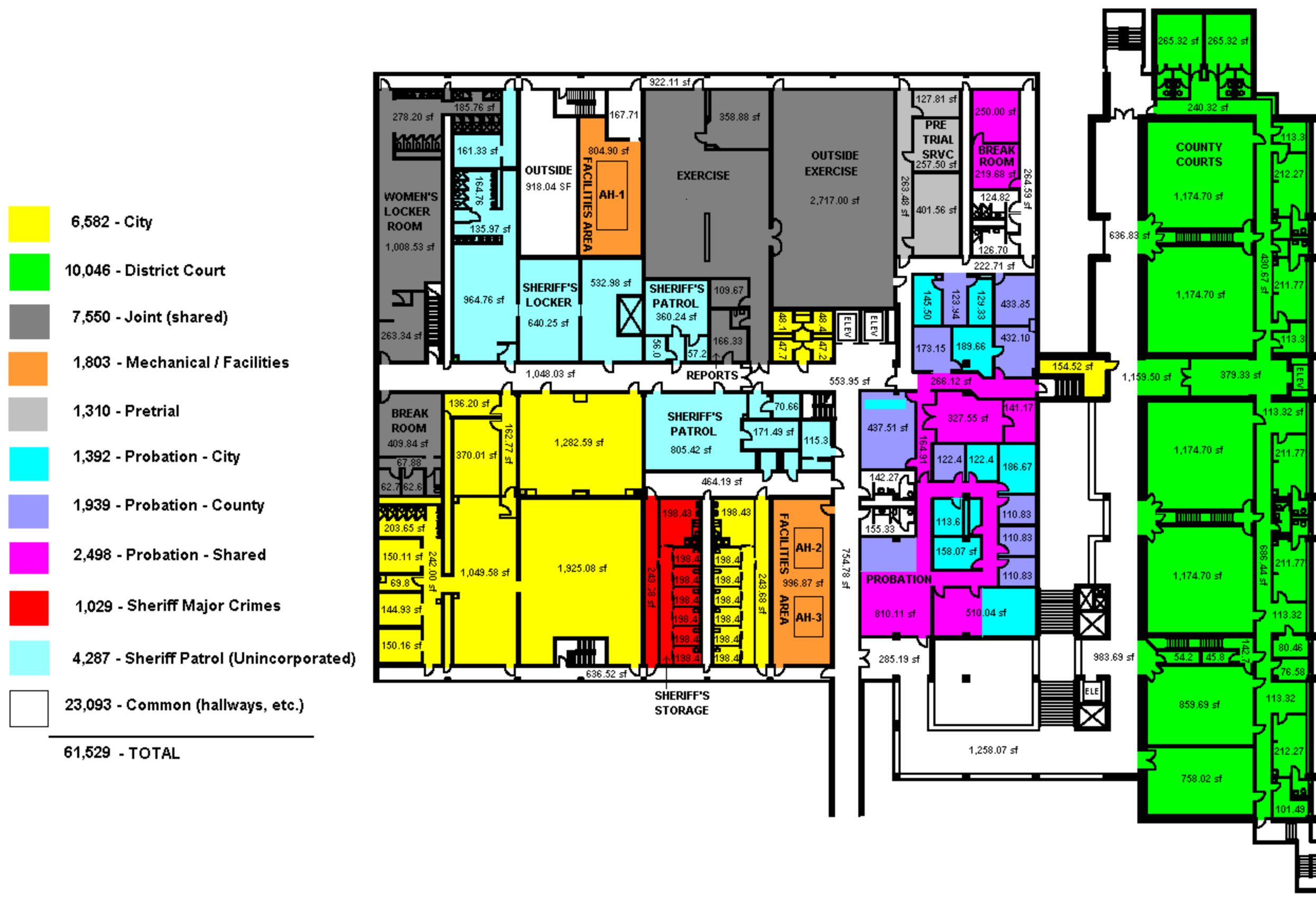
REVISIONS	
12/06/09	CADD D'WG FILE CREATED
07/25/10	GENERAL REVISIONS
01/02/11	GENERAL REVISIONS
02/28/12	GENERAL REVISIONS
09/15/13	GENERAL REVISIONS - JPD/ACS

TITLE
**PUBLIC SAFETY BUILDING
FIRST LEVEL FLOOR PLAN**

GROSS SQ. FT.
57261.27

SCALE:
1/16"=1'-0"

DRAWING NO.
2 OF 4



SPOKANE COUNTY
WASHINGTON

REVISIONS	
12/06/99	CADD DWG FILE CREATED
01/03/01	GENERAL REVISIONS
01/22/01	ROOM NUMBERS ADDED

TITLE
**PUBLIC SAFETY BUILDING
SECOND LEVEL FLOOR PLAN**

GROSS SQ. FT.

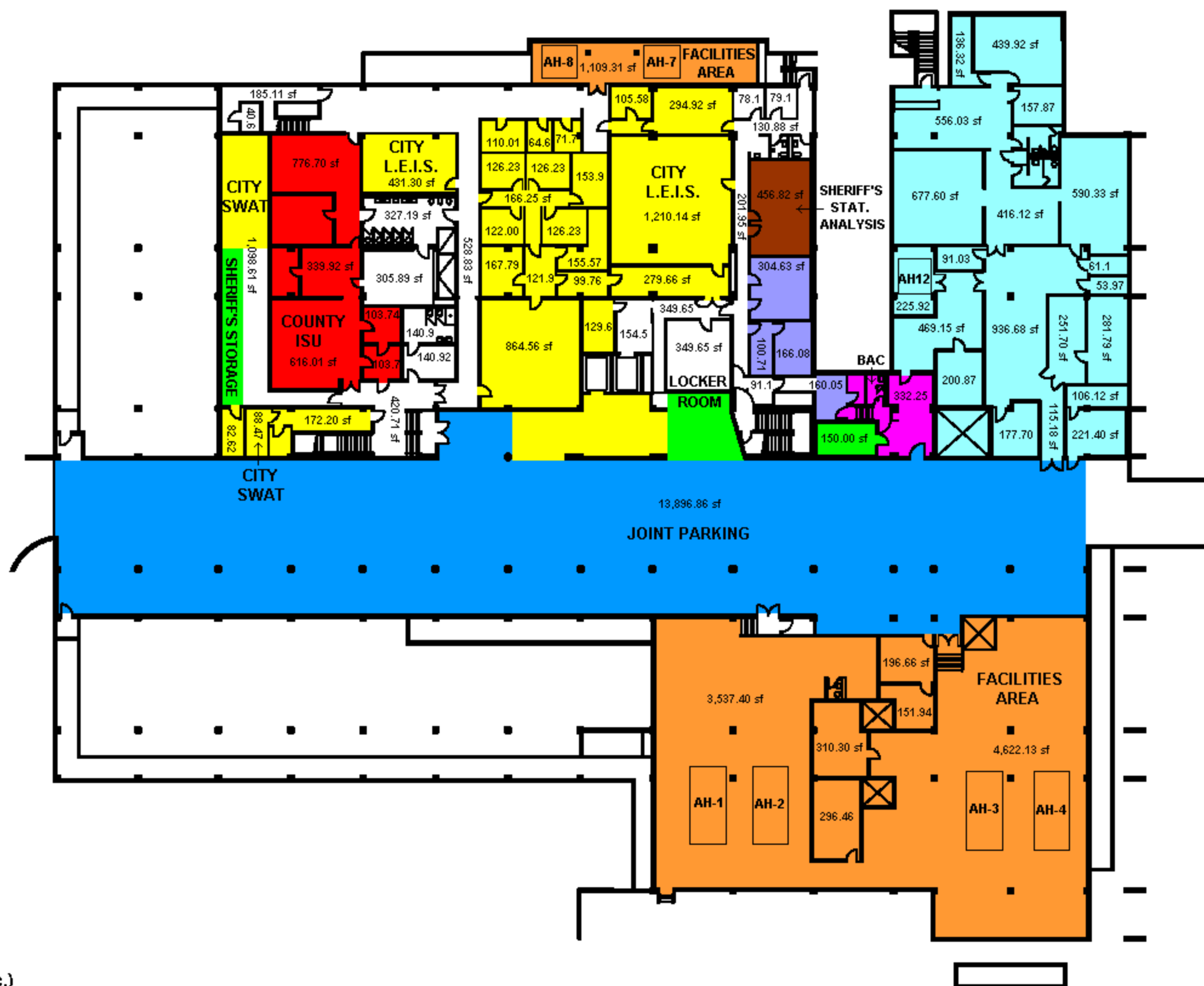
61528.70

SCALE:

1/16"=1'-0"

DRAWING NO.

3 OF **4**



- 6,081.00 - City
- 735.00 - District Court
- 6,514.00 - Forensics
- 1,910.00 - ISU
- 360.00 - Joint (shared)
- 13,300.00 - Joint Parking
- 10,021.61 - Mechanical / Facilities
- 550.00 - Sheriff Admin
- 460.00 - Sheriff Major Crimes
- 4,640.00 - Common (hallways, etc.)

44,571.61 - TOTAL



SPOKANE COUNTY
WASHINGTON

REVISIONS	
12/06/99	CADD DWG FILE CREATED
07/25/00	GENERAL REVISIONS
01/03/01	GENERAL REVISIONS
01/22/01	ROOM NUMBERS ADDED
09/15/05	GENERAL REVISIONS - UP DATES

TITLE
**PUBLIC SAFETY BUILDING
BASEMENT LEVEL FLOOR PLAN**

GROSS SQ. FT.

44571.61

SCALE:

1/16"=1'-0"

DRAWING NO.

1 OF **4**



Agenda Sheet for City Council Meeting of:

09/16/2013

<u>Date Rec'd</u>	DocDate
<u>Clerk's File #</u>	OPR 2013-0653
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT 8/20/2013
<u>Agenda Item Name</u>	0680-REGISTERED SEX OFFENDER 13/14 GRANT ACCEPTANCE

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	CARLY CORTRIGHT 835-4527
<u>Contact E-Mail</u>	CCORTRIGHT@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item

Agenda Wording

Agreement with Spokane County Sheriff's office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address Verification Program effective July 1, 2013 through June 30, 2014--\$47,247.00.

Summary (Background)

The Spokane County's Office in collaboration with the City of Spokane Police department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency. This is a re-occurring grant updated annually. The amount for the 2013-2014 period is \$47,274.00.

Fiscal Impact

Expense	\$ 47,274.00
Revenue	\$ 47,274.00
Select	\$
Select	\$

Budget Account

1620-91707-21212-various
1620-91707-21212-33411
BudgetAccount3
#

Approvals

<u>Dept Head</u>	ARLETH, BRAD
<u>Division Director</u>	STRAUB, FRANK
<u>Finance</u>	DOLAN, PAM
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

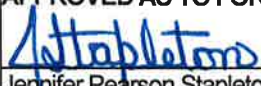
Council Notifications

<u>Study Session</u>	Briefed via email Carly 8/26/13
<u>Other</u>	
<u>Distribution List</u>	
	achirowamangu
	agolden
	jfranklin
	ccortright

Additional Approvals

<u>Purchasing</u>	

**AGREEMENT BETWEEN
SPOKANE COUNTY AND CITY OF SPOKANE POLICE DEPARTMENT IN
CONJUNCTION WITH REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY
VERIFICATION PROGRAM FY13 GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W Mallon Spokane, WA 99201		2. Contract Amount <p style="text-align: center;">\$47,274.00</p>		3. Tax ID# 91-6001280	
				4. DUNS# 938132271	
5. Grantee Representative Angela Golden City of Spokane Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4072 agolden@spokanepolice.org		6. County's Representative Kandace Watkins, Grants & Contracts Specialist Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 klwatkins@spokanecounty.org Phone: (509) 477-7272			
7. Grantor ID # 290SA48-1		8. Original Grant ID# RS0 13-14 Spokane		9. Start Date 07/01/13	
				10. End Date 06/30/14	
11. Funding Authority: Washington Association of Sheriffs and Police Chiefs				12. CFDA #	
13. Federal Funds (as applicable) N/A		14. Federal Agency:			
15. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		16. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders.					
18. COUNTY and the Grantee, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A"-Scope of Work, (3) Attachment "B" Budget, and (4) Attachment "C" Special Terms and Conditions.					
FOR THE GRANTEE :			FOR COUNTY:		
Signature _____ Date _____			Signature _____ Date _____		
Name _____			Name _____		
Title _____			Title _____		
			APPROVED AS TO FORM ONLY: <div style="text-align: center;">  Jennifer Pearson Stapleton Grants Administrator </div> <div style="text-align: right;"> 8/6/13 Date </div>		

(FACE SHEET)

GENERAL TERMS AND CONDITIONS APPLICABLE TO AGREEMENT

SECTION NO. 1: SERVICES

GRANTEE shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

COUNTY shall reimburse GRANTEE an amount not to exceed the amount set forth in Attachment "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". Grantee's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Requests for reimbursement should be submitted no more than monthly. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by GRANTEE shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Reimbursement requests to be submitted no more than monthly and at least quarterly. December's request for reimbursement must be received no later than January 10th.

Requests for reimbursement shall be directed to:

**Kandace Watkins, Grants & Contracts Specialist
Office of Financial Assistance
1116 West Broadway
Spokane, Washington 99260
klwatkins@spokanecounty.org**

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

SECTION NO. 3: TERM

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved and the conduct and control of all services described in Section No. 1 will be solely with GRANTEE. No agent, employee, servant or otherwise of GRANTEE shall be deemed to be an employee, agent, servant, or otherwise of the

COUNTY for any purpose, and the employees of GRANTEE are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. GRANTEE will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

SECTION NO. 5: VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the state of Washington and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement.

SECTION NO. 7: TERMINATION FOR CAUSE / SUSPENSION

In the event COUNTY determines that the GRANTEE failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to the GRANTEE. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY upon written notice may allow the GRANTEE a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the GRANTEE in whole or in part, or may restrict the GRANTEE's right to perform duties under this Agreement. Failure by the GRANTEE to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to the GRANTEE.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the GRANTEE did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by the GRANTEE's actions or negligence.

If the Agreement is terminated for cause, the GRANTEE shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

SECTION NO. 8: TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the COUNTY shall be liable only for payment required under the terms of this Agreement for services rendered prior to the effective date of termination.

SECTION NO. 9: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the GRANTEE shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the Agreement;
- C. Assign to COUNTY all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the GRANTEE to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in the GRANTEE'S possession as directed by COUNTY.

Upon termination of the Agreement, COUNTY shall pay the GRANTEE for any service provided by the GRANTEE under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the GRANTEE if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that the GRANTEE fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

SECTION NO. 10: COUNTY REPRESENTATIVE

The COUNTY hereby appoints and GRANTEE hereby accepts the COUNTY'S representative or her designee as identified on the FACE SHEET as the COUNTY'S liaison for the purpose of administering this Agreement. GRANTEE hereby appoints and COUNTY hereby accepts GRANTEE'S representative or his/her designee as identified on the FACE SHEET as GRANTEE'S liaison for the purpose of administering this Agreement.

SECTION NO. 11: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or GRANTEE at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 12: HEADINGS

The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

SECTION NO. 13: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which GRANTEE will receive payment under the provisions of this Agreement.

SECTION NO. 14: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

SECTION NO. 15: WAIVER

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by GRANTEE of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

SECTION NO. 16: INDEMNIFICATION

To the fullest extent permitted by law, GRANTEE shall indemnify, defend, and hold harmless COUNTY and all its officers, agents and employees, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the GRANTEE's performance or failure to perform under the Agreement. The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by the GRANTEE's agents, employees, representatives, or any Subcontractor, or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall be eliminated by any actual or alleged concurrent negligence of the COUNTY or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the GRANTEE and COUNTY and its officers, employees and authorized agents.

SECTION NO. 17: MAINTENANCE OF RECORDS

At no additional cost, GRANTEE shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the Services contracted for herein. The GRANTEE shall provide access to its facilities for this purpose.

SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto. GRANTEE has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce GRANTEE to execute the same.

SECTION NO. 19: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the state of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed modify to conform to such statutory provision.

SECTION NO. 20: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 21: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 22: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If COUNTY and GRANTEE representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any

arbitration proceeding.

The COUNTY and the GRANTEE shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 23: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 24: SURVIVAL

Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

SECTION NO. 25: INSURANCE

GRANTEE shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusion must be pre-approved by the Spokane County Risk Management Department. Services under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the COUNTY. GRANTEE's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GRANTEE and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the GRANTEE's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the GRANTEE.

GRANTEE shall not commence providing Services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: Attention GRANTEE Agreement. Upon request, GRANTEE shall forward to the Risk Management Department the original policy, or endorsement obtained.

Failure of GRANTEE to fully comply with the insurance requirements set forth herein, during

the term of the Agreement, shall be considered a material breach of Agreement and Termination for Cause.

Providing coverage in the above amounts shall not be construed to relieve the GRANTEE from liability in excess of such amounts.

REQUIRED COVERAGE:

GENERAL LIABILITY INSURANCE: GRANTEE shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its Officers, Agents And Employees Are Named As An Additional Insured In Respects To 2010 AGREEMENT BETWEEN SPOKANE COUNTY GRANTEE."

WORKERS COMPENSATION: If GRANTEE has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the GRANTEE's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: GRANTEE shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. This coverage can be satisfied by an endorsement on the General Liability Insurance or separate policy.

SECTION NO. 26: SUBCONTRACTORS

GRANTEE shall receive approval from the COUNTY for all subcontracts under this Agreement. All subcontractors employed or used by GRANTEE to provide the Services under the terms of this Agreement agree to comply with Section Nos. 5, 16, 25, 29, and 31 of this Agreement. GRANTEE shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION 27: ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COUNTY.

SECTION 28: ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or

other action brought to enforce the terms of the Agreement, each party agrees to bear its own attorneys fees and costs.

SECTION NO. 29: RECORDS MAINTENANCE

The GRANTEE shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. GRANTEE shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

SECTION NO. 30: SAVINGS

In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

SECTION NO. 31: MISC

- GRANTEE shall comply with all applicable state or federal laws related to ethics or conflicts of interest in providing Services under this Agreement.
- GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary in conjunction with providing Services under this Agreement.
- No funds may be used under this Agreement for or against ballot measures or for or against the candidacy of any person for public office.
- The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this Agreement. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.
- GRANTEE agrees not to publish or use any advertising or publicity materials with regard to its Services under this Agreement without the approval of the COUNTY.

SECTION NO. 32: SPECIAL PROVISIONS

Attached hereto as Attachment "C" and incorporated herein by reference are "Special Terms and Conditions" which are applicable to this Agreement.

SECTION NO. 33: ORDER OF PRECEDENCE:

In the event on an inconsistence between the provisions in Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and state of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment "A"-Scope of Work
- 4) Attachment "B"-Budget
- 5) Special Terms and Conditions
- 6) General Terms and Conditions

ATTACHMENT "A"

Scope of Work

This is an Agreement to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as GRANTEE) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this Agreement, the Spokane County RSO Program 2013-2014 award, and under Grant Number RSO 13-14 Spokane between the Spokane County Sheriff's Office and the Washington Association of Sheriffs and Police Chiefs. The term of this Agreement is the period within which the program responsibilities will be performed. The term commences July 1, 2013 and terminates on June 30, 2014. Funding from this grant must be used for the support of the Registered Sex Offender Address and Residency Verification Program to accomplish a public purpose. GRANTEE further agrees to the following conditions:

1. The GRANTEE shall provide one detective full-time to verify addresses and place of residency of RSO's for the purpose of this program.
2. The GRANTEE is responsible to notify the County's Representative of any change in personnel. Non-reporting of change in personnel may impact GRANTEE's request for reimbursement. Time and Effort documentation must be submitted semi-annually in July and January for the previous six-month period (i.e. Jan.-June & July-Dec.).
3. The GRANTEE shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
4. The Grantee will work collaboratively with the SCSO in accomplishing the goals and objectives of the program.

ATTACHMENT "B"

Budget

Category	Budget Protected Direct Costs
Salary/ Benefits	\$47,274.00
Equipment	
Contracted Services	
Goods & Services	
Administrative Costs	
Travel/Training	

Total Program: \$47,274.00

Transfer of funds between line item budget categories must be approved by COUNTY'S representative.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

Payment will be on a reimbursement basis only.

ATTACHMENT "C"

SPECIAL TERMS AND CONDITIONS APPLICABLE TO AGREEMENT

SPECIAL TERM AND CONDITION NO. 1: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COUNTY that is designated as "confidential" by COUNTY;
2. All material produced by the GRANTEE that is designated as "confidential" by COUNTY; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COUNTY. Upon request, the GRANTEE shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SPECIAL TERM AND CONDITION NO. 2: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs,

films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

The GRANTEE shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

SPECIAL TERM AND CONDITION NO. 3: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Agreements with the COUNTY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the Dispute Resolution provision of this Agreement.

SPECIAL TERM AND CONDITION NO. 4: REPORTING

The GRANTEE shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County RSO Program on the work program performed. These reports should be submitted to:

Lt. Steve Barbieri
Program Manager
Spokane County Sheriff's Office
1100 W. Mallon
Spokane, WA 99260
sbarbieri@spokanecounty.org

Spokane County INVOICE VOUCHER

AGENCY USE ONLY		
Subrecipient Number	Award Number	Award Name
290SA48-1	RSO 13-13	Registered Sex Offender Address & Residency Verification Program

AGENCY NAME
Spokane County Office of Financial Assistance Grants & Contracts Specialist 1116 W Broadway Spokane, WA 99260
CLAIMANT (Warrant is to be payable to) (please fill in your department's mailing address)
City of Spokane Police Department

INSTRUCTIONS TO CLAIMANT: *Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.*

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane County, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY

(SIGN IN INK)

(TITLE)

(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.) ➡				RECEIVED BY		DATE RECEIVED	
DATE	DESCRIPTION			QUANTITY	UNIT PRICE	AMOUNT	FOR AGENCY USE
PREPARED BY ➡	TELEPHONE NUMBER	DATE	DEPARTMENTY APPROVAL			DATE	
OFA APPROVAL FOR PAYMENT		DATE	Funding source			Amount	

Chirowamangu, Angeline

From: Cortright, Carly
Sent: Monday, August 26, 2013 12:13
To: City Council Members and Staff
Cc: Straub, Frank; Chirowamangu, Angeline; Golden, Angela
Subject: Two Public Safety Committee Briefings

Council Members,

Due to unforeseen circumstances, I have two items that we will be bringing before you in early September that I was unable to brief before Public Safety Committee last week. One is for approval of an EBO and the other is acceptance of a grant and approval of funding.

We will be bringing you an EBO to the September 9th Legislative Agenda. We are requesting this EBO to add two positions to our budget and eliminate three others in order to streamline our operations as we continue our practice of evaluating how our organization operates and implementing changes that result in efficiencies. The first position is a captain position, who will be assigned to Patrol as we prepare for precinct policing. Each precinct will be run by a captain who will direct the activities of that precinct and serve as point person for their community. Adding this position now allows us to start putting the pieces into place and designing our precinct model for maximum impact. The second position is a deputy director for Police Business Services. Business Services is multi-faceted and the director position needs additional support to ensure these units are operating efficiently. This position will also be assuming some of the duties of the positions being eliminated resulting in further efficiency. These changes are budget neutral (there is actually some cost savings to the City).

We also have a Registered Sex Offender (RSO) grant through Spokane County that will need to be accepted and funding approved. The RSO grant provides funding for one detective in SVU to track sex offenders; please see attached briefing paper for more info.

Please let me know if you have questions, and I apologize again for having to brief you by email.



RSO Briefing
Paper.2013.08.20...



Carly Cortright | Spokane Police Department | Business Services Director
509.835.4527 | fax 509.625.4066 | ccortright@spokanepolice.org | spokanecity.org



**Briefing Paper
City of Spokane
Spokane Police Department
0680-REGISTERED SEX OFFENDER GRANT AWARD
ACCEPTANCE
Briefing via Email 8/26/13**

Subject

Contract with the Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.

Background

The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.

Impact

- **Operations-** Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program.
- **Fiscal-** Grant supports Salaries and benefits of \$47,274.00 until June 30, 2014.

Action

Recommends council approval for grant acceptance from SCSO through WASPC for one FTE.

Funding

Supports acceptance of grant revenue to support an employee's salary and benefits.

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0653

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

CARLY CORTRIGHT 835-4527

Project #**Contact E-Mail**

CCORTRIGHT@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680-REGISTERED SEX OFFENDER 12-13 GRANT AMENDMENT

Agenda Wording

Amending agreement with Spokane County to accept more funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address Verification Program. Additional funding is for \$11,454.00.

Summary (Background)

The Spokane County's Sheriff Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement for this program is for a face to face verification of a registered sex offender's address at the place of residency. The 2012-2013 award is being increased by \$11,454.00. The total grant award including the amendment is \$82,831.23.

Fiscal Impact**Budget Account**

Expense \$ 11,454

1620-91703-21212-various

Revenue \$ 11,454

1620-91703-99999-33411

Select \$

BudgetAccount3

Select \$

#

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

MEIDL, CRAIG

Study Session

Via Email Carly 08/26/13

Division Director

MEIDL, CRAIG

Other**Finance**

DOLAN, PAM

Distribution List**Legal**

BURNS, BARBARA

achirowamangu

For the Mayor

SANDERS, THERESA

agolden

Additional Approvals

jfranklin

Purchasing

ccortright

klwatkins@spokanecounty.org

Contract Accounting

**AMENDMENT NO. A AGREEMENT BETWEEN
SPOKANE COUNTY
AND
CITY OF SPOKANE POLICE DEPARTMENT**

THIS AMENDMENT NO. A AGREEMENT between Spokane County and City of Spokane Police Department to the document executed under Spokane County Resolution No. 2012-0606 (the "Agreement") in conjunction with the Registered Sex Offender Address and Residency Verification Program referenced above.

The hereinafter signatories do hereby agree for and in consideration of the their mutual promises set forth that the above referenced Agreement between the Spokane County and City of Spokane Police Department is hereby amended as follows:

1. The maximum Agreement funding amount is increased from \$71,377.23 to \$82,831.23. The additional funding of \$11,454 represents an increase for salary and benefits to support the position assigned under the award for the period of January 1 through June 30, 2013.

The hereinafter signatories do further agree that but for the above mentioned amendment all other terms and conditions of the Agreement shall remain in force and in effect without any change or modification whatsoever.

THIS AMENDMENT NO. A AGREEMENT is executed by the persons signing below, who warrant that they have the authority to execute this document.

For Spokane County

For City of Spokane Police Department

Signature _____ Date _____

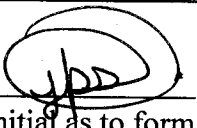
Signature _____ Date _____

Name _____

Name _____

Title _____

Title _____


Initial as to form
Jennifer Stapleton, Grants Administrator
Spokane County



Agenda Sheet for City Council Meeting of:

09/16/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0654

Renews #

Submitting Dept

POLICE

Cross Ref #

Contact Name/Phone

CARLY CORTRIGHT 835-4527

Project #

Contact E-Mail

CCORTRIGHT@SPOKANEPOLICE.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

CR 13779

Agenda Item Name

0680 NORTH AMERICAN FAMILY INSTITUTE CONTRACT

Agenda Wording

Approve contract with North American Family Institute (NAFI)(Peabody, MA) to provide Police/Youth interation training from final council approval to 9/30/2014 . Total cost is \$84,715.

Summary (Background)

RFP #3945-13 soliciting a community policing based program to improve law enforcement interaction with at-risk youth with the desired result of decreasing crime and building neighborhood trust in law enforcement had two respondents. NAFI was chosen to provide the Youth & Police Initiative (YPI) program that utilizes a train-the-trainer model to improve interaction between local police officers and at-risk youth.

Fiscal Impact

Expense \$ 84,715.00

Select \$

Select \$

Select \$

Budget Account

1560-17100-21231-54201

#

BudgetAccount3

#

Approvals

Dept Head

MEIDL, CRAIG

Division Director

MEIDL, CRAIG

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications

Study Session

Public Safety 8/19/2013

Other

Distribution List

Police: mdoval, jfranklin, ccortright

Purchasing: cwahl

Additional Approvals

Purchasing

taxes & Licenses

Contract Accounting: mlesesne

**Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
August 19, 2013**

Subject

Future contract with North American Family Institute for police/youth interaction training in the approximate amount of \$85,000.

Background

On behalf of the Spokane Police Department, Purchasing sent out RFP #3945-13 on June 6, 2013 soliciting a community policing based program to improve law enforcement interaction with at-risk youth with the desired result of decreasing crime and building neighborhood trust in law enforcement. Proposals were received from Strategies for Youth (Cambridge, MA) and North American Family Institute (Peabody, MA). SPD is currently negotiating a contract with North American Family Institute.

Impact

North American Family Institute will provide training to improve communication and interaction between Police Officers and Youth.

Action

Approval of future contract with North American Family Institute.

Funding

Funding for the future contract with North American Family Institute in the approximate amount of \$85,000 will come from seizure funds.

<p align="center">CONSULTANT AGREEMENT</p>	<p>Consultant/Address/Telephone</p> <p>NORTH AMERICAN FAMILY INSTITUTE, INC.</p> <p>26 Howley Street, Third Floor Peabody, MA 01960</p>	
<p>Agreement Number:</p>	<p align="center">(978) 535-9313</p>	
<p>City Project Number:</p>	<p>Fax: (978) 531-9313</p>	
<p>Agreement Type (Choose one)</p> <p><input checked="" type="checkbox"/> Lump Sum</p> <p>Lump Sum Amount \$ \$84,715.00</p> <p><input type="checkbox"/> Cost Plus Fixed Fee</p> <p>Overhead Progress Payment Rate _____%</p> <p>Overhead Cost Method</p> <p><input type="checkbox"/> Actual Cost</p> <p><input type="checkbox"/> Actual Cost Not to Exceed _____ %</p> <p><input type="checkbox"/> Fixed Rate _____ %</p> <p>Fixed Fee \$ _____</p> <p><input type="checkbox"/> Specific Rates of Pay</p> <p><input type="checkbox"/> Negotiated Hourly Rate</p> <p><input type="checkbox"/> Provisional Hourly Rate</p> <p><input type="checkbox"/> Cost Per Unit of Work</p>	<p>Project Title and Work Description:</p> <p>YOUTH LINK AND POLICE INITIATIVE TRAINING PROGRAM</p> <hr/> <p>Completion Date</p> <p align="center">September 30, 2014</p> <hr/> <p>Total Amount Authorized \$ 84,715.00</p> <p>Management Reserve Fund \$ 0.00</p> <p>Maximum Amount Payable \$ 84,715.00</p>	

THIS AGREEMENT is between the Local Agency of CITY OF SPOKANE, WASHINGTON, hereinafter called the "Agency," and the above organization, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Agency desires to accomplish the above referenced project; and

WHEREAS, the Agency does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the Agency; -- Now, Therefore,

The Parties agree as follows:

I. GENERAL DESCRIPTION OF WORK

The work under this Agreement shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this Project. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

II. SCOPE OF WORK

This Scope of Work and project level of effort for this Project is detailed in the attached Exhibit A.

III. GENERAL REQUIREMENTS

All aspects of coordination of the work of this Agreement, with outside agencies, groups or individuals shall receive advance approval by the Agency. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the Agency.

The Consultant shall prepare a monthly progress report, in a form approved by the Agency, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, materials, and other data, furnished to the Consultant by the Agency shall be returned.

IV. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the Agency. All work under this Agreement shall be completed by the date shown in the heading of this Agreement under completion date.

The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the Agency in the event of a delay attributable to the Agency or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. A prior supplemental agreement issued by the Agency is required to extend the established completion time.

V. PAYMENT

The Consultant shall be paid by the Agency for completed work and services rendered under this Agreement as provided in the attached Exhibit B. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

VI. SUBCONTRACTING.

The work of any subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the Agency.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding ten thousand dollars (\$10,000.00) in cost shall contain all applicable provisions of this Agreement.

The Consultant shall not subcontract for the performance of any work under this Agreement without prior written permission of the Agency. No permission for subcontracting shall create, between the Agency and subcontractor, any contract or any other relationship.

VII. EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warrant, the Agency shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, or other persons, while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Agency and any and all claims that may or might arise under the Workman's Compensation Act on behalf of the employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees, or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of the contract, in the employ of the Agency, except regularly retired employees, without written consent of the Agency.

VIII. 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, 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.

IX. TERMINATION OF THE AGREEMENT

The right is reserved by the Agency to terminate this Agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

In the event, this Agreement is terminated by the Agency other than for default on the part of the Consultant, a final payment shall be made to the Consultant as shown below.

Lump Sum Contracts

A final payment shall be made to the Consultant which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the project. In addition, the Consultant shall be paid for any authorized extra work completed.

No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due, then no final payment shall be due and the Consultant shall immediately reimburse the Agency for any excess paid.

If the services of the Consultant are terminated by the Agency for default on the part of the Consultant, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the Agency with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the Agency at the time of termination; the cost to the Agency of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the Agency of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the Consultant was not in default or that the Consultant's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the Agency in accordance with the provision of this Agreement.

Payment for any part of the work by the Agency shall not constitute a waiver by the Agency of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Agency. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

X. CHANGES IN WORK

The Consultant shall make such changes and revisions in the complete work of this Agreement as necessary to correct errors appearing therein, when required to do so by the Agency, without additional compensation thereof. Should the Agency find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Agency. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI. DISPUTES

Any dispute concerning questions of facts in connection with the work not disposed of by Agreement between the Consultant and the Agency shall be referred for determination to the City Administrator, whose decision in the matter shall be final and conclusive on the Parties, provided, however, that if an action is brought challenging his/her decision, that decision shall be subject to de novo judicial review.

XII. VENUE AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any

such action shall be initiated in the Superior Court of Spokane County, State of Washington. The Parties to the action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

XIII. LEGAL RELATIONS AND INSURANCE

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Consultant shall indemnify and hold the Agency and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Consultant's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Consultant to indemnify the Agency against and hold harmless the Agency from claims, demands or suits based solely upon the conduct of the Agency, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Agency, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Agency of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees.

The Consultant's relation to the Agency shall be at all times as an independent contractor.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Agency and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the Agency, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

XIV. EXTRA WORK

The Agency may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the Agency shall make an equitable adjustment in the maximum amount payable; delivery or completion schedule, or both; and other affected terms and shall modify the Agreement accordingly.

The Consultant must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the Agency decides that the facts justify it, the Agency may receive and act upon a claim submitted before final payment of the Agreement.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

Notwithstanding the terms and conditions of this section, the maximum amount payable for this Agreement, shall not be increased or considered to be increased except by specific written supplement to this Agreement.

XV. COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the Parties. No agent, or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or

modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as an amendment to this Agreement.

XVI. EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting materials submitted by it. The Consultant accepts the Agreement and agrees to all of its terms and conditions.

XVII. ADDITIONAL TERMS AND CONDITIONS

- A. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant 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.
- B. ANTI-KICKBACK. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this contract 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 the Agreement.
- C. STANDARD OF CARE. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time said services are performed. The Consultant will re-perform any services not meeting this standard without additional compensation.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: 8-28-13

NORTH AMERICAN FAMILY INSTITUTE,
INC.

Email Address, if applicable:

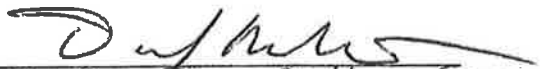
By: 
Title: Exec Dir. of Admin. Services

EXHIBIT A

SCOPE OF WORK

YOUTH LINK AND POLICE INITIATIVE TRAINING PROGRAM

YOUTH & POLICE INITIATIVE OVERVIEW

NAFI recognizes that the Spokane has experienced a thirty eight percent (38%) increase in crime in the past few years and that quality of life and gang violence has also been increasing. In order to combat the increasing crime and gang problems through prevention and early intervention, NAFI wishes to offer the Spokane Police Department the Youth & Police Initiative (YPI) program that reflects best practices in community policing that improves interaction between local police officers and at-risk youth. In combination with follow-up activities and mentorships, NAFI believes its approach will ultimately decrease crime while building neighborhood trust in law enforcement.

YPI is an early intervention and prevention approach to building trust in the law while reducing stereotypes that exist between teenagers and police officers. YPI offers a highly interactive, experiential and structured program based upon evidence-based approaches that create new levels of communication that engender sustainable relationships and reduced negative interactions.

For many youth, police hold dual roles: On one hand, they are feared for being autocratic, menacing and unsympathetic. Yet, at the same time, they are secretly admired for their power, their ability to use weapons and arrest and detain. As iconic authority figures to adolescents, they can conjure up fear, mistrust, anger and even hate, or they can be a source of comfort, security and admiration. Children and adolescents in poor neighborhoods often fear authority figures and tend to rebel against them. In turn, police who must face groups of youth with negative attitudes towards them often develop their own antipathy. This "clash" is exacerbated by a cycle of fear and retribution that develops between police and youth.

Still, NAFI has discovered that, while many youth exhibit a distrust and fear of police, they also seek authority figures who will accept and respect them. NAFI'S experience with YPI has taught it that increased communication and impacting the relationship between youth and police bring enormous benefits to the community, reduce crime, and help youth develop positive attitudes towards authority and their communities.

YPI has proven to be especially effective at breaking down the negative stereotypes that often color the relationships between youth and police, humanizing the challenges that each faces. As teens learn to trust police officers, there is also an associative effect. They enlarge their trust in other authority figures — in school and in their communities. Officers, in turn, enhance their ability to listen to youth and ways to convey respect during their communication, providing a powerful means to reducing disproportionate minority contact. Parents are invited to attend the graduation dinner. This parent involvement strengthens the impact on youth and extends the network of the officers to include the parents.

YPI PROCESS—WHAT HAPPENS

Each youth will participate in five sessions, each approximately two and a half (2.5) hours long, followed by a graduation dinner. Police who participate will be obligated to attend the final two (2) sessions and the Celebration Dinner for a total of seven (7) hours. Typically, sessions are held in the late afternoon or early evening and include dinner. Descriptions of the sessions and milestones achieved follow.

The goal of YPI is to break the cycle of mutual distrust that commonly exists between youth and police in poor communities. By helping youth to be authentic, honest and open in presenting their "stories," they inspire the police to respond in a mutual way. The reciprocal sharing of life experiences in a personal way, as well as goals and dreams, humanizes their relationships in a way that shows them how much they have in common. These shared parts of their lives become the foundation of a new trust.

NEIGHBORHOOD/PRECINCT MODEL --PROJECT PHASES

Phase I – Assessment and Collaborative Development of Final Curriculum and Training

The first phase includes identifying a local outreach program that will support the efforts of the training. Once chosen, Youth Link and the local police department designee will work in concert with the outreach organization to assess youth interested in participating. Following these assessments, a joint team of police training personnel, Youth Link trainers and outreach personnel will help assist all participants to prepare for constructive engagement between youth and officers. Again, training will be scenario-based; specific scenarios will be determined by police leadership in the district, allowing officers and youth to practice "real world" situations to assist them in their interactions.

Phase II – Youth Training

The training will include a wide range of community youth representatives to role-play real-life situations including "at risk" and/or youth with juvenile justice experience. Each youth will be screened by Youth Link and appropriate stakeholders, as well as participating outreach agency staff for his/her willingness to fully engage in the training. The selected youth will receive at least (9) nine hours of preparatory training in public speaking, group process, open discussions, goal development and "method role playing" by a trained Youth Link drama coach, familiar with scenario training.

Phase III Police Training Implementation

Implementation of the training will occur on two (2) consecutive evenings (two (2) two and a half (2.5) hour sessions) with an average of ten (10) officers joining the youth for the training.

The Youth and Police Initiative will be both didactic as well as experiential; it will involve the selected youth and police officers in structured presentations, sharing personal histories and discovering commonalities to reduce stereotyping. The training initiative will incorporate interactive techniques that address team-building, practical understanding of police approaches and scenarios geared to invoke constructive discussions about positive ways that youth and police can interact.

Debriefing Scenarios

Police and youth will review significant experiences from the scenarios and then focus on identifying specific interactions that assist in de-escalating problem behavior and understanding respective points-of-view. Additionally, the debriefing will also focus on identifying those techniques that seemed to escalate the mock situations. The youth will be prepared to recognize and understand how to respond constructively to the police during the training scenarios.

Phase IV YPI Graduation Dinner

An important concluding event to the training is a celebration dinner which youth, their families, city officials and participating police officers attend. Certificates of completion are given to each youth at the podium. Congratulations are offered by many from the community. Multi-media presentations made during the training may also be presented, as Youth Link and police officials explain the program to guests. The dinner serves as an affirmation of the progress made by youth and police and is a strengthening factor in their ongoing relationship.

Follow-Up

Every YPI ends with a session to plan ways to sustain the relationships that form in this process. It begins with a structured discussion led by YPI master trainers, followed by the formation of a committee to plan subsequent events. These have included attending professional and college sports events, playing basketball or softball games, cookouts, visits to cultural centers related to groups overcoming conflict, tours of the police station and other activities only limited by the creativity of the participants. It has been our experience that these relationships do sustain and influence negative interactions in the future between participants and youth in dramatic ways.¹

YPI TRAIN-THE-TRAINER MODEL

The NAFI Train-the-Trainer model was created for Police Departments and/or local organizations to develop internal capacity to offer the YPI training on a regular basis. This licensed approach will certify a local team of six to eight trainers over the course of six to twelve months (depending upon the speed with which the community seeks certification) to lead and co-lead YPI locally. NAFI requires all certified training teams to use its copyrighted training manual and survey instruments to maintain fidelity to the

approach. NAFI will score the surveys of all trainings to continually offer feedback to the licensed and certified training teams in the field. Included in the costs are planned and on-call coaching services to help the training teams maintain excellence and achieve outcomes. The trainer candidates will gain proficiency as YPI trainings are being implemented in the community with youth, thus building a group of graduates during the process of creating a trainer body.

PROJECT SCHEDULE

The YPI Train-the-Trainer process occurs in under one (1) year from the projected start date (August 1, 2013) but can be completed in as little as six (6) months, depending upon the wishes of the Police Department. Details are below:

PHASE I: Train-the-Trainer

Component I – Train –the-Trainer Orientation

The YPI Train-the-Trainer begins with a one-day workshop that helps potential YPI trainers become educated and knowledgeable about the YPI program, its structure, purpose and goals. Participants will work with NAFI's master trainers to increase their facilitation skills and effectiveness. The workshop will also help candidates learn how to create high-energy learning environments that facilitate active participation and effective learning by adult and youth participants. *Month 1*

Component II – Practicum One

In this phase, candidates who complete the orientation will then observe a full YPI (four sessions with twelve (12) to fifteen (15) students and two sessions with the same youth and up to 10 police officers) lead by two NAFI master trainers. Candidates will participate in coordinating student selection and recruitment as well as other logistic and administrative details necessary to implement a full training with NAFI trainers. All candidates will maintain journal observations of each session.

Debriefing

Upon completing the first YPI training, a NAFI master trainer will hold an on-site debriefing session with candidates to review observations, offer coaching and plan Practicum Two, in which the top two to four candidates will have an opportunity participate in facilitation and training exercises. *Month 1*

Component III – Practicum Two

In the second practicum, another round of YPI will be implemented with two (2) of the leading candidates beginning to do some of the facilitation (the number of trainer candidates co-training is limited to insure that this primary team has enough hands-on training to gain experience and comfort with the process). Other candidates can continue to observe or come to trainings in other cities as available. Similar to the first

practicum, candidates will take a major role in the organization and logistics of the training.

Debriefing

Upon completing the second YPI training and co-leading, a NAFI master trainer will hold an on-site debriefing session with candidates to review observations, offer coaching and plan Practicum Three, in which the leading trainer candidates will have more opportunity to master the facilitation and training exercises. *Month 2*

Component IV – Practicum Three Prep Day

Since the third practicum will be led primarily by trainer candidates under the supervision of a NAFI master trainer, one week before the third YPI training begins, the group will convene for up to a half day to review roles and curriculum. *Month 3 or 4 depending upon Police Department's ability to designate officers*

Component V – Practicum Three

The third practicum will involve leading trainer candidates organizing and implementing the full training with a NAFI master trainer observing and coaching. It is expected that at least two candidates will become certified, allowing them to implement future trainings. The location of this training is at the discretion of the Department.

Debriefing

Upon completing the third YPI training, a NAFI master trainer will hold an on-site debriefing session with candidates to review observations, give feedback and finalize certification. *Month 3 or 4 depending upon Police Department's ability to designate officers*

Component VI – Practicum Four

The fourth and final practicum will involve the remaining leading trainer candidates organizing and implementing the full training with a NAFI master trainer observing and coaching. It is expected that the remaining candidates will become certified, while already certified trainers observe and support. The location of this final YPI training is at the discretion of the Department. *Month 5 or 6 depending upon Police Department's ability to designate officers*

Certification

As a "certified and licensed" YPI trainer, candidates will have demonstrated strong training and facilitation skills as well as an ability to enhance community engagement. The facilitation skills YPI trainers develop will have a direct impact on the level of involvement of program participants, as well on the relationships between youth, police

and parents. A celebration and awarding certification will take place at the conclusion of the training. *Month 6 or 7*

FIDELITY TO THE YOUTHLINK YPI TRAIN-THE-TRAINER MODEL

Without fail, NAFI's YPI program has strongly impacted each of the communities in which it has been implemented.² The YPI license to implement the training will be granted upon completion of the program. The license ensures that NAFI's YPI curriculum is utilized lawfully and with integrity. Licensing is renewed annually, following the first year that trainees are certified. Thus, Spokane's certified trainees would have one year to undertake trainings before renewing the license to do YPI trainings. Individual tele-coaching and consulting are offered throughout the year as needed.

OUTCOMES

NAFI expects tangible results for youth and police involved in the training. The effectiveness of this innovative training experience will not only address reduction of negative interactions with police but it is expected that patrol officers who can effectively communicate, intervene and relate to youth and families will improve community relations between citizens and the police department. In this regard, youths interacting with these especially trained officers will develop new knowledge, attitudes and beliefs that strengthen protective factors against violence.

As mentioned, success of NAFI's Youth Initiative Training will be quantifiable through pre- and post-testing with the following objectives:

- To reduce mutual stereotyping between youth and police/administrators;
 - To provide youth and adults of authority with practical solutions to resolving challenging situations, allowing them to experience, first hand, improved communication and understanding;
 - To provide trainees with enhanced social skills to meet the challenges of intervention, de-escalation and problem solving that they may encounter in school and community situations;
 - To encourage trainees to identify the elements of successful police/citizen interventions through the debriefing of the scenario situations;
 - To build empathy, trust and sustainable relationships between at-risk youth and police that reduce negative interactions.
 - To assist students and police officers to develop and maintain strong and positive communication.
-

DELIVERABLES

The YPI Train-the-Trainers program deliverables are as follows:

- Component I – Assessment and Collaborative Development of Final Curriculum and Training and Youth Recruitment
- Component II – Trainer Orientation and Youth Recruitment
- Component III – Practicum One YPI and Youth Recruitment
- Component IV – Practicum Two YPI
- Component V – Practicum Three YPI Prep Day and Youth Recruitment
- Component VI – Practicum Three YPI and Youth Recruitment
- Component VII – Practicum Four YPI
- Five (5) Hours of Coaching per Candidate
- Certification of Up to Six (6) YPI Trainers
- Certification Event Awarding YPI Certificates
- Pre and Post Survey administration and Data Analysis
- One (1) year license to do unlimited YPI Trainings

EXHIBIT B

PAYMENT (LUMP SUM)

- A. LUMP SUM AGREEMENT. Payment for all consulting services for this Project shall be on the basis of a lump sum amount as shown in the heading of this Agreement.
1. Management Reserve Fund. If the Agency desires the Consultant to perform additional work beyond that already defined in this Agreement, the Agreement Administrator may authorize additional funds for this purpose as shown in the heading of this Agreement. Any changes requiring additional costs in excess of the "Management Reserve Fund" shall be made in accordance with Section XIV, "Extra Work."
 2. Maximum Total Amount Payable. The maximum amount payable, by the Agency to the Consultant under this Agreement, shall not exceed the amount shown in the heading of the Agreement as maximum amount payable unless a supplemental agreement has been negotiated and executed by the Agency prior to incurring any costs in excess of the maximum amount payable.
- B. MONTHLY PROGRESS PAYMENTS. Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the Agency unless such claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the Agency within ninety (90) days of notice of any payment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding of the Agency of overpayment.

- D. INSPECTION OF COST RECORDS. The Consultant and its subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C

BUDGET

Assessment Phase	Cost
Assessment-Training Plan Development	
Two days, 1 Trainer including travel and etc.	\$ 800.00
Phase 2 Trainer Orientation	
Two-day Orientation 1 trainer with travel	\$ 2,950.00
Phase 3 Practicum 1 (YPI)	
Six days training, 1 Trainer including travel & dinners for the youth	\$ 8,500.00
Phase 4 Practicum 2 (YPI)	
Six days training, 2 Trainer including travel & dinners for the youth	\$ 8,500.00
Phase 5 Trainer Prep Day	
Two Day review with Team 1 Trainer with travel	\$ 2,950.00
Phase 6 Practicum 3 (YPI)	
Six days training, 2 Trainer including travel & dinners for the youth	\$ 8,500.00
Phase 6 Practicum 4 (YPI)	
Six days training, 2 Trainer including travel & dinners for the youth	\$ 8,500.00
Other Direct Expenses	
5 hours of coaching per trainee	\$ 3,200.00
Scoring and monitoring surveys	\$ 2,270.00
Licensing fee (waived year one)	\$ -
Youth stipends (48 youth at \$80 per)	\$ 3,840.00
Celebration Dinner/Ceremony (4)	\$ 2,000.00
Certificates/frames/workbooks	\$ 300.00
Total Other Direct Expenses	<hr/> \$ 11,610.00
Intellectual Property Development Fee	\$ 22,000.00
Total Direct Costs	\$ 74,310.00
Indirect Costs (14%)	\$ 10,403.00
Total Program Costs	<hr/> \$ 84,713.00



Agenda Sheet for City Council Meeting of:

09/16/2013

Date Rec'd	DocDate
Clerk's File #	OPR 2013-0655
Renews #	
Cross Ref #	
Project #	
Bid #	3956-13
Requisition #	VALUE BLANKET

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	DALE ARNOLD 625-7900
Contact E-Mail	DARNOLD@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4320 CONTRACT FOR SODIUM HYPOCHLORITE FOR RPWRF

Agenda Wording

Contract between OLIN CORPORATION/DBA OLIN CHLOR ALKALI PRODUCTS(Tracy, CA)& Wastewater Management to supply Sodium Hypochlorite to the Riverside Park Water Reclamation Facility (RPWRF) from 8/1/2013 through 7/31/2015. 2 yr. cost:\$357,881.71 Inc.tax.

Summary (Background)

Sealed bids opened on July 15, 2013 to supply Sodium Hypochlorite to RPWRF. Olin Chlor Alkali Products submitted the low bid of 5 bids and met all bid requirements. Estimated usage is 435,500 gallons over the initial two year contract period. The cost per gallon is \$0.756. Usage could be more or less, depending on flow rates and other conditions. Three one-year renewals are possible for a maximum 5 year contract. Cost changes would be negotiable only at renewal time and with City approval.

Fiscal Impact		Budget Account	
Expense	\$ 74,558.70	#	4320-43210-35148-53203 - 2013
Expense	\$ 178,940.83	#	4320-43210-35148-53203 - 2014
Expense	\$ 104,382.18	#	BudgetAccount3
Select	\$	#	
Approvals		Council Notifications	
Dept Head	ARNOLD, DALE	Study Session	Public Works Comm.
Division Director	ROMERO, RICK	Other	
Finance	BUSTOS, KIM	Distribution List	
Legal	BURNS, BARBARA	pdolan@spokanecity.org	
For the Mayor	SANDERS, THERESA	Tax & Licenses	
Additional Approvals		emasingle@spokanecity.org	
Purchasing	WAHL, CONNIE	cwahl@spokanecity.org	
		JMSchabacker@olin.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Sodium Hypochlorite is used for disinfecting the effluent prior to discharging treated water to the river. It replaced gaseous chlorine in 2006, and is a much safer method of disinfection. Olin Chlor Alkali has provided this product under previous contracts and has been an excellent supplier.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
AmtType7	\$ Amount7	# Budget7
AmtType8	\$ Amount8	# Budget8

Distribution List

	Email16
	Email17
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BRIEFING PAPER

Public Works Committee

Wastewater Management

August 26, 2013

Subject

Contract with Olin Chlor Alkali Products to provide Sodium Hypochlorite to the Riverside Park Water Reclamation Facility (RPWRF)

Background

The Wastewater Management Department recently completed the bidding process to obtain Sodium Hypochlorite Solution for the RPWRF. Sodium Hypochlorite Solution is used to disinfect effluent prior to discharge to the Spokane River.

Sodium Hypochlorite replaced gaseous Chlorine in 2006 and is a much safer method to use for disinfecting effluent from the water reclamation facility. Five vendors responded to this bid and Olin Chlor Alkali Products was the low bidder to supply approximately 435,500 gallons (over the two year contract period) of Sodium Hypochlorite Solution at a cost of \$0.756 per gallon, for a total cost of \$357,881.71 to the RPWRF.

Hasa, Inc.	\$1.025/gallon	\$485,223.21/24 month contract
JCI Jones Chemical, Inc.	\$0.87/gallon	\$411,847.99/24 month contract
Northstar Chemical, Inc.	\$1.20/gallon	\$568,066.20/24 month contract
Olin Chlor Alkali Products	\$0.756/gallon	\$357,881.71/24 month contract
Univar USA, Inc.	\$0.86/gallon	\$407,114.11/24 month contract

The contract will begin August 1, 2013 and will terminate July 31, 2015, with three possible twelve-month extensions, any cost per gallon increases would be negotiated and approved by the City.

Impact

This purchase allows RPWRF to continue safer disinfection of its effluent within budget.

Action

Recommend approval.

Funding

The Wastewater Management Department has apportioned an adequate amount in its chemical budget to cover the cost of the bid.

BID TABULATION

BID #3956-13 SODIUM HYPOCHLORITE SOLUTION
DUE: 7/15/2013

RESPONSES RECEIVED FROM:	HASA, INC. 23119 Drayton Street Saugus, CA 91350	JCI JONES CHEMICAL, INC. 1919 Marine View View DR. Tacoma, WA 98422	NORTHSTAR CHEMICAL INC. 14200 SW Tualatin-Sherwood Rd., Sherwood, OR 97140	OLIN CHLOR ALKALI PRODUCTS 26700 South Banta Road Tracy, CA 95304	UNIVAR USA INC. 8201 S. 212 TH Kent, WA 98032
435,500 GALLONS MORE OR LESS (over initial term of 2 years)	1.025 GL	.87 GL	1.20 GL	.756 GL	.86 GL
SUBTOTAL	\$446,387.50	\$378,885.00	\$522,600.00	\$329,238.00	\$374,530.00
Sales Tax (8.7%)	\$38,835.71	\$32,962.99	\$45,466.20	\$28,643.71	\$32,584.11
GRAND TOTAL	\$485,223.21	\$411,847.99	\$568,066.20	\$357,881.71	\$407,114.11
DELIVERY TIME	3 BUSINESS DAYS ARO	3-4 DAYS ARO	4 DAYS ARO	3 DAYS ARO	1-3 BUSINESS DAYS ARO
NOTES					

Request for Bids sent to 48 companies with 5 responses and 3 official "NO BIDS"

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

PURCHASE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and OLIN CORPORATION DBA OLIN CHLOR ALKALI PRODUCTS, whose address is 26700 South Banta Road, Tracy, California 95304, as "Vendor."

The parties agree as follows:

1. GOODS. The Vendor agrees to sell to the City SODIUM HYPOCHLORITE SOLUTION, subject to these terms and conditions.
2. AGREEMENT DOCUMENTS. This written agreement, the request for bids / proposals other than as expressly excepted to in the Vendor's bid / proposal, and the Vendor's bid / proposal comprise the agreement documents, and are intended as the final expression of the parties' understandings. In the event of conflict between the agreement documents, the documents control in the order listed above.
3. TERM. The agreement shall begin on or about August 1, 2013, and run through July 31, 2015, unless terminated earlier. The agreement may be extended for up to three (3) additional one (1)-year terms upon mutual written agreement of both parties.
4. DELIVERY TIME. The Vendor shall deliver the goods in accordance with the request for bids.
5. DELIVERY LOCATION. The Vendor shall deliver the goods at Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.
6. COMPENSATION. The City will pay SEVENTY FIVE AND 6/10 CENTS per gallon of sodium hypochlorite solution for everything furnished and done under this agreement. This amount includes all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.
7. PAYMENT. The Vendor shall submit it's application(s) for payment to the Riverside State Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. Payment will be made within thirty (30) days after receipt of the Vendor's application or receipt and acceptance of goods whichever is later. If the City objects to all or any portion of the invoice, it shall notify the Vendor and reserve the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the

disputed amount.

8. TITLE. Title to the goods purchased under this agreement remains with the Vendor until they are delivered at the City's delivery location.

9. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

10. UNIFORM COMMERCIAL CODE. This agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

11. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this agreement.

12. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this agreement.

13. WARRANTY. The Vendor expressly warrants that all goods furnished pursuant to this agreement will be free from defects in material, workmanship and title. Further, the Vendor warrants all goods will conform to all applicable specifications, drawings, and shall be fit for its intended use and service.

14. UNLAWFUL OVERCHARGES. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.

15. TERMINATION.

- A. Time is of the essence of this agreement.
- B. The City reserves the right to cancel this agreement or any portion thereof without penalty in the event in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.
- C. The City may also cancel this agreement or any portion thereof without penalty if the Vendor breaches any of the agreement terms.
- D. The City may cancel this agreement or any portion thereof without penalty if the Vendor is adjudged a bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempt to make an

assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

16. NON-CONFORMING GOODS. Upon delivery of non-conforming goods, the Vendor will be penalized FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per delivery. Two (2) such deliveries within a four (4) week period will constitute breach of contract by non-performance, and the City reserves the right to cancel the contract. The Vendor will be liable for the cost difference to the City of purchasing the goods on the open market until such time as a new bid is awarded, not to exceed forty five (45) days.

17. DELEGATION AND ASSIGNMENT. Neither party to this agreement may delegate the performance of any obligation to a third party unless mutually agreed in writing. This agreement cannot be assigned without the written consent of the other party. In the event of an assignment or transfer, the terms of this agreement shall continue to be in full force and effect.

18. INSURANCE. During the term of the agreement, the Vendor shall maintain in force at its own expense, the following types and amounts of insurance:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020 or other appropriate state law, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Vendor's services to be provided under this agreement.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.
- D. Pollution Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Pollution Liability covers sums the Vendor is legally obligated to pay as a result of emission, discharge, release or escape of any contaminants, irritants or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Vendor or its insurer(s) to the City. As evidence of the insurance coverage's required by this agreement, the Vendor shall furnish an acceptable insurance certificate to the City at the

time the Vendor returns the signed agreement.

19. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, demands or suits in law or equity arising from the Vendor's negligence or breach of its obligations under the agreement. The Vendor's duty to indemnify shall not apply to liability caused by the sole negligence of the City. The Vendor's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Vendor, its officers and employees shall apply only to the extent of the negligence of the Vendor, its officers and employees. The Vendor's duty to indemnify shall survive termination of the agreement. This indemnification shall be in addition to the warranty obligations of the Vendor.

20. COMPLIANCE WITH LAWS. The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

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

22. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Vendor 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.

23. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

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

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

26. AMENDMENTS. This agreement may be amended at any time by mutual written agreement. The amendment shall be executed with the same formalities as this agreement.

Dated: _____

CITY OF SPOKANE

By: _____
Title: _____

Attest

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

OLIN CORPORATION DBA
OLIN CHLOR ALKALI PRODUCTS

City of Spokane Business License No.

E-Mail address, if available:

By: _____
Title: _____

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0656

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Cross Ref #**Contact Name/Phone**

DAN KEGLEY 625-7840

Project #**Contact E-Mail**

DKEGLEY@SPOKANECITY.ORG

Bid #

RFQ 3919-13

Agenda Item Type

Contract Item

Requisition #

CR#13736

Agenda Item Name4100 - WATER UPRIVER DAM PART 12D SAFETY INSPECTION REPORT
CONTRACT**Agenda Wording**

Meeting specifications and selection criteria, CORNFORTH CONSULTANTS(Portland, OR)was selected for Engineering Services with Upriver Dam Part 12D Safety Inspection Report required by the Federal Energy Regulatory Commission -\$214,600

Summary (Background)

To comply with FERC requirements, the Water Department received four(4)responses to the Request for Qualifications (RFQ 3919-13) submittals on April 29, 2013. A five-person selection committee reviewed the submittals on May 23, 2013 and selected Cornforth Consultant as the qualified firm. Cornforth has been approved by FERC. The City will provide field surveying as needed during the analysis to reduce costs.

Fiscal Impact**Budget Account**

Expense \$ 214,600.00

4100-42460-34141-54201-15716

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

SHUPE, LYNN

Study Session**Division Director**

ROMERO, RICK

Other

PWC - 8/26/2013

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

dkegley cpeterschmidt

For the Mayor

SANDERS, THERESA

acline hmclean

Additional Approvals

tprince

Purchasing

PRINCE, THEA

mlesesne@spokanecity.org



10250 S.W. Greenburg Road, Suite 111
Portland, Oregon 97223
Phone 503-452-1100 Fax 503-452-1528

July 26, 2013

2316

Mr. Harry A. McLean, Jr., P.E.
Chief Dam Safety Engineer
City of Spokane – Upriver Project
914 E. North Foothills Dr.
Spokane, Washington 99207-2794

**Cost Proposal for Engineering Services
2013-14 Seventh FERC Part 12 Dam Safety Inspection and Report
Upriver Dam Hydroelectric Project
Spokane, Washington**

Dear Mr. McLean,

In accordance with your request, Cornforth Consultants, Inc. (CCI) is pleased to present this proposal to provide engineering services for a Federal Energy Regulatory Commission (FERC) Part 12 Dam Safety Inspection at the City of Spokane's Upriver Dam Hydroelectric Project (HEP). This letter provides a summary of our proposed work tasks and an estimate of cost and anticipated schedule to provide these services.

As presented in our qualifications package for this project, submitted on April 25, 2013, Cornforth Consultants proposed that Mr. Randy Hill would be the Project Manager and one of the Co-Independent Consultants for this assignment (earth/rockfill embankment dam experience). We also proposed Mr. Art Martin (concrete dam inspections and review) as a second Co-Independent Consultant. Resumes for both Messrs Hill and Martin were provided earlier and have already been submitted to the FERC for their review and approval. It is our understanding that the City has received notification from the FERC that Mr. Hill and Mr. Martin are approved to serve as the Independent Consultants to perform the seventh Part 12 safety inspections and review for the Upriver Dam Project.

Scope of Work

Our proposed scope of work includes the following tasks. These are the same tasks that were outlined and discussed in our response to the Requests for Qualification (RFQ) for the Upriver Project.

1. Kick-Off Conference. As indicated in the RFQ, the first task would be to meet with and get acquainted with the City's key dam safety and operation staff, and the Part 12 inspection project manager, to discuss the study tasks and to review the City's expectations for the Part 12 assessments. It is anticipated that this meeting would: i) briefly review the proposed work tasks; ii) what to expect from FERC regulators; iii) the schedule for the site inspections and report submittals; iv) identify the available project information to be reviewed by the Independent Consultants (IC); and v) coordinate the transfer of this information to the IC team for review.

2. Project Document Review and Assessment. This task encompasses a review and assessment of existing reports, studies and other documentation that are pertinent to the current Part 12 Study. These include:

- Reviewing all prior updated technical studies and reports that have been completed since the last Part 12 review (generally the most-current data and assessments, and key summaries from earlier studies).
- Complete a detailed review of the most recent Part 12 Inspection Reports (i.e. the April 2005 and the December 2009 Part 12 Reports). The findings, conclusions and recommendations from these prior Part 12 reports will be reviewed to confirm the status and response of the dam owner to the most recent IC recommendations.
- Review the most-recent annual inspection report, if available, prepared by the FERC.
- Complete a review and assessment of the Supporting Technical Information (STI) Document (which includes the Potential Failure Modes Analysis (PFMA) Report). The STI Document will be reviewed in light of any new investigations and technical studies that have occurred since the STI was prepared and the status of any STI updates. We anticipate that there could be a significant updating effort relating to the STI.
- Review all key correspondence between the City and the FERC that has occurred since the last Part 12 study, including the FERC acceptance letter for the 2009 Part 12 Report.

3. Instrumentation Monitoring Data and Summary Report. Complete a detailed review and assessment of all dam safety surveillance and instrumentation monitoring records (i.e. survey and piezometer data tabulations, data plots, and assessment of trends, if any) compiled since the 2009 Part 12 Report. This assessment will check for trends that are not consistent with historical readings. This task will require support from the City's staff to develop updated plots and tabulations of instrumentation data to be available for presentation in the next Part 12 Summary Report prepared by this review. If available, review the most current Dam Safety Surveillance and Monitoring Report (DSSMR), as prepared by the Owner. This is an annual report that is normally generated to report on instrumentation monitoring activities, data, and trends to the FERC.

4. On-site Part 12 Dam Safety Inspections and PFM Review. Conduct on-site inspections of the spillway and gate structures, the two adjacent abutment embankments, and the water-retaining portions of the powerhouses to observe and document any indications of deficiencies relating to crest, slope or abutment settlements; differential movements; embankment/concrete dam seepage; abutment seepage; deterioration of concrete or embankment surfaces; indications of high hydrostatic

uplift pressures; signs of piping or erosion of embankment/abutment materials; and any other dam-safety related observations. The Part 12 inspections do not typically include a detailed review of the electrical and mechanical components of the turbine/generator units; only the water-retaining structures included in the powerhouses that relate to a potential for an uncontrolled release of impounded water. Complete a review and assessment of operation and maintenance procedures relating to the spillway/gate structures, the embankments, and the water-retaining portions of the two powerhouses. The inspections will comply with Subpart D, Part 12, Title 18 of the Code of Federal Regulations. It is understood that the field inspections will be scheduled to coincide with the annual FERC inspections of project facilities; and that an on-site review and discussion of the Potential Failure Modes (PFMs) from the PFMA Report will be conducted with the City's operation and dam-safety staff, the FERC regulatory representative(s), and the Independent Consultants during the same field inspection visit.

5. Draft Part 12 Dam Safety Inspection Report. After completing the document/report review of existing information and data, the field inspections, the review and assessment of recent instrumentation data, and a review of operation and maintenance records and procedures; a draft of the Part 12 Dam Safety Inspection Report will be prepared describing the findings and assessment of the inspection team. The report will follow the outline in Chapter 14 of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects. The report will include: i) a summary of significant findings and recommendations; ii) a brief project description; iii) a discussion of the PFMA Report; iv) a review and assessment of the surveillance and monitoring data; v) descriptions of the field inspections and observations; vi) a discussion of the operation and maintenance programs relative to potential failure modes; and vii) a review and discussion of the STI Document and any updated technical evaluations. As requested by the RFQ, six (6) copies of the draft inspection report will be made available to the City for review and comments. After the City staff has reviewed the report a teleconference meeting will be scheduled to discuss proposed changes and edits. We plan to submit the draft report by January 24, 2014; or earlier if possible, depending on the study authorization and availability of project information for review.

6. Final Part 12 Dam Safety Inspection Report. After reviewing and discussing proposed edits or revisions with the City, we will update and finalize the inspection report and provide nine (9) hard copies (requested by RFQ) of the final Part 12 Report. We will also provide a digital, electronic copy of the report in Microsoft Word format on a compact disc for the City's use. The final report will be submitted approximately two weeks after receiving review comments. It is understood that the proposed final report submittal date is no later than March 1, 2014.

7. Technical Report Memoranda and Recommendations. As requested by the RFQ, all recommendations from the Part 12 Inspection Report or any additional separate report memoranda will be submitted in digital format (i.e. Microsoft Word files) as summary documents for the Owners use.

8. Design Data Submittal. As requested, and as needed, summaries of any design evaluations, relevant drawings, or recommendations for project modifications would be provided to the City in a mutually-agreed-upon format. Currently, there are no identified items relating to this task.

9. Project Management. To ensure that the Part 12 studies proceed as planned, CCI's Project Manager will complete monthly reviews of the work to evaluate progress of the study relative to the proposed schedule and the authorized task budgets. Based on these senior management reviews, adjustments will be made, if needed, to complete the project on schedule and within budget. The Project Manager will also provide the owner with brief monthly updates on the status of the schedule and budget.

10. Supplement/Update of the STI Document. An additional optional task, related to but separate from the Part 12 Inspection Report would be to assist the Owner in developing updates to individual sections of the STI Document for submission to the FERC for approval. The updates would include summaries and key documents from all investigations, technical studies, and relevant correspondence that have occurred since the original STI Document was prepared. It is understood that the City would take the lead in this task by assembling and copying all of the available documents and data onto a compact disk. Submittals prepared by the IC for this task would include providing the City with electronic copies of the proposed STI updates for review and insertion into the existing STI binders. Per the requirements of the FERC, any updates to the STI need to be reviewed and approved by the FERC prior to making the final modifications to the STI Document.

11. Responding to FERC Clarification Questions or Requirements. As needed, CCI's Independent Consultant team would be available to assist the City in responding and providing clarifications of the Part 12 Inspection Report, based on informational requests and questions from the FERC during their review. The time frame indicated in the RFQ for responding to FERC information requests is set as 12 months beyond the original report submittal date. The scope of work for this task is indeterminate at this time and will be based on the FERC's review. The proposed charges for services for this task are only an estimate at this time and will be dependent on the level of effort to address the specific FERC questions and requests for clarifications.

12. Emergency Action Plan (EAP) Flood Inundation Mapping. As requested by the RFQ (Optional Task 2), an independent technical assessment (separate from the Part 12 Inspections/STI Updates – Task 1) would evaluate three potential downstream flood inundation scenarios for EAP planning purposes. This proposed work would be completed by our subconsultant team member, WEST Consultants, who are hydrology and hydraulic experts familiar with these types of analyses. Their proposed work subtasks would include the following:

- **Review of Existing Project Data** – review all pertinent data, including, but not limited to:
 - existing dam breach model of Upriver Dam,
 - aerial photographs of dam, reservoir, and downstream reach,
 - as-built construction plans of the dam, including outlet works, spillway, and other appurtenances,
 - Upriver Dam operating manual (if available),
 - Emergency Action Plan (EAP) for Upriver Dam (and supporting documents, if available),
 - bathymetric data of the reservoir (if available),

- hydrology information from design reports (if available),
- site photographs.

This information would allow WEST to understand the geometry of the reach, as well as the hydrologic conditions necessary to set the boundary conditions of the new model. Most importantly, a thorough review of data and literature ensures that WEST understands the history and background of this project and the objectives of the Owner.

- **Hydrology.** Determine the PMF for Upriver Dam Reservoir using HMR57 while following FERC Guidelines. Attention would be paid to the existing hydrology study from the 2008 dam breach model (if it exists). It is assumed that the three RFQ-proposed discharges (8,000 cfs, 40,000 cfs, and 85,000 cfs) represent Sunny Day, ½ PMF and Full PMF breach scenarios.
- **Breach Parameters Selection.** A range of applicable breach parameters would be determined using standard FERC-approved regression equations for dam breach studies in support of Emergency Action Plans. The range of breach parameters would be grouped into a sensitivity matrix and used to define the full range of potential breach outcomes. The sensitivity matrix would also serve as the basis for defining the statistical distributions of the uncertain breach parameters for use in a probabilistic assessment of breach outcomes.
- **Hydraulic Model Development and Analysis.** The hydraulic analysis would be completed using the unsteady flow option of HEC-RAS with three dam breach scenarios, representing the three listed discharges in the RFQ (8,000 cfs, 40,000 cfs and 85,000 cfs). The HEC-RAS model would include the dam structure and reservoir, and the river downstream of the dam through the city limits of Spokane, terminating at Nine Mile Reservoir. If the preliminary model results suggest that dam breach flood damages may occur downstream of Nine Mile Reservoir, then WEST will recommend that the hydraulic model be extended further downstream. If the City of Spokane agrees with the recommendation, then a modification to the scope of work and authorized budget would be required. WEST would geo-reference the cross sections, so the schematic of the model would be spatially oriented. Manning's n values for the existing model would be compared with values obtained using appropriate roughness equations.

A sensitivity analysis would be performed for a range of Manning's n values to determine flood depths at critical locations. The model would be developed to ensure the simulations are without numerical instabilities or significant errors for a wide range of breaching parameters. Upriver Dam impounds the Spokane River in a long narrow canyon, which preserves the riverine look throughout the entire reservoir. Being a long narrow reservoir, dynamic drawdown routing is essential to providing an accurate simulation of the dam breach discharge hydrograph. Therefore, the reservoir upstream of Upriver Dam would be simulated using cross sections, appropriately spaced to capture the true elevation volume relationship and to provide accurate routing of discharges during the hypothetical breach event.

- **Inundation Mapping.** Three inundation maps would be prepared, one each for the three listed scenarios (8,000 cfs, 40,000 cfs, and 85,000 cfs). At a minimum, the inundation maps would present the maximum extent of flood inundation, time from breach initiation to flood wave

arrival, and maximum discharges at various locations throughout the downstream reach. Inundation mapping would be performed using ArcGIS and the HEC-RAS companion extension to ArcGIS, HEC-GeoRAS. The most current and accurate terrain available would be used to determine the inundation extents.

Schedule

After receiving authorization to proceed, we will schedule the initial Kick-Off Meeting and make initial arrangements for reports/information and instrumentation data transfer to begin our Part 12 Inspection review. We will also coordinate with the City to schedule and participate in the field inspection visit of the project. As discussed earlier, the field inspections will be scheduled to coincide with the annual FERC inspections to allow for an in-field review of the PFMs [from the PFMA Workshop completed in March 2005] with the City's operation and dam-safety staff and the FERC's regulatory staff. We would hope to have some of our initial data and report reviews, including the two previous Part 12 Reports and the STI Document, prior to the field inspections. Therefore, it is important to obtain the project information as soon as possible. A revised schedule has been prepared, along with key milestone dates, and has been attached to this letter for the City's use. The schedule includes an assumed Award Date by the City of Spokane's City Council and an assumed Notice-to-Proceed date. If the actual dates are delayed from what is assumed the schedule should be shifted accordingly. We anticipate completion of the draft Part 12 Report by January 24, 2014, approximately 4 months after the field inspections. The final Part 12 Report would be submitted by the March 1, 2014 deadline specified in the City.

Cost Estimate

The estimated costs to provide the services discussed above are listed by tasks in the table on the following page. The total estimated budget is a not-to-exceed amount of \$ 214,600. We agree not to exceed this amount without your prior written authorization. We understand that the terms and conditions under which our services would be provided will be in accordance with a Professional Services Contract that will be developed by the City of Spokane. The contract terms and conditions shall be agreed to by both Cornforth Consultants, Inc. and the City. A 2013 Fee Schedule for Cornforth Consultants is also attached to this letter for the City's reference and use in processing invoices for our professional services.

July 26, 2013

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Cornforth Consultants, Inc.

Summary of Proposed Work Tasks and Estimated Budget

Project Tasks	Estimated Budget
1. Kick-Off Meeting	\$ 3,900
2. Project Information/Document Review	\$ 19,700
3. Instrumentation Data/Report Review	\$ 12,300
4. On-site Inspections/PFM Review	\$ 16,500
5. Prepare Draft Part 12 Dam Safety Report	\$ 42,300
6. Prepare Final Part 12 Dam Safety Report	\$ 12,400
7. Technical Recommendations	\$ 2,700
8. Design Data Submittal (no identified tasks at this time – assumed budget amount only)	\$ 3,600
9. Project Management	\$ 8,900
10. Supplement/Update STI Document (optional task-see text)	\$ 29,700
11. Respond to FERC Questions (scope undetermined at this time – assumed budget amount only)	\$ 4,600
12. EAP – Flood Inundation Mapping/Report	<u>\$ 58,000</u>
Total Budget Estimate -	\$ 214,600

We appreciate the opportunity to assist the City of Spokane with this dam safety inspection and flood inundation mapping assignment and look forward to your authorization-to-proceed. If you have any questions please contact Randy Hill at 503-452-1100 or by email at rhill@cornforthconsultants.com.

Respectfully,

CORNFORTH CONSULTANTS, INC.



D. Andrew Vessely, C.E.G., P.E.
President

July 26, 2013

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Cornforth Consultants, Inc.

[illegible]

1. The first part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system of equations (1) as $\epsilon \rightarrow 0$. It is shown that the solutions of the system (1) converge to the solutions of the system of equations (2) as $\epsilon \rightarrow 0$. The convergence is uniform on compact sets of the domain Ω .



Fee Schedule

Personnel	Hourly Rate
Senior Associate Engineer/Geologist* _____	\$206
Associate Engineer/Geologist _____	\$176
Project Engineer/Geologist _____	\$147
Staff Engineer/Geologist _____	\$134
Engineer/Geologist _____	\$124
Senior Technician _____	\$105
CADD/Graphics _____	\$ 88
Secretary _____	\$ 73

*Includes Principal and Staff Consultant

Effective January 1, 2013

<p align="center">CONSULTANT AGREEMENT</p>	<p>Consultant/Address/Telephone</p> <p>CORNFORTH CONSULTANTS, INC.</p>	
<p>Agreement Number:</p>	<p>10250 S.W. Greenburg Road, Suite 111 Portland, Oregon 97223</p>	
<p>City Project Number:</p>	<p>Phone: (503) 452-1100</p>	<p>Fax: (503) 452-1528</p>
<p>Agreement Type (Choose one)</p> <p><input type="checkbox"/> Lump Sum</p> <p>Lump Sum Amount \$ _____</p> <p><input type="checkbox"/> Cost Plus Fixed Fee</p> <p>Overhead Progress Payment Rate %</p> <p>Overhead Cost Method</p> <p><input type="checkbox"/> Actual Cost</p> <p><input type="checkbox"/> Actual Cost Not to Exceed %</p> <p><input type="checkbox"/> Fixed Rate %</p> <p>Fixed Fee \$ _____</p> <p><input checked="" type="checkbox"/> Specific Rates of Pay</p> <p><input checked="" type="checkbox"/> Negotiated Hourly Rate</p> <p><input type="checkbox"/> Provisional Hourly Rate</p> <p><input type="checkbox"/> Cost Per Unit of Work</p>	<p>Project Title and Work Description:</p> <p>PART 12D INDEPENDENT CONSULTANT</p> <p>INSPECTION AND REPORT FOR</p> <p>UPRIVER DAM</p> <hr/> <p>Completion Date</p> <p>March 31, 2014</p> <hr/> <p>Total Amount Authorized \$ 214,600.00</p> <p>Management Reserve Fund \$</p> <p>Maximum Amount Payable \$ 214,600.00</p>	

THIS AGREEMENT is between the Local Agency of CITY OF SPOKANE, WASHINGTON, hereinafter called the "Agency," and the above organization, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Agency desires to accomplish the above referenced project; and

WHEREAS, the Agency does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the Agency; -- Now, Therefore,

The Parties agree as follows:

I. GENERAL DESCRIPTION OF WORK

The work under this Agreement shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this Project. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

II. SCOPE OF WORK

This Scope of Work and project level of effort for this Project is detailed in the attached Exhibit A.

III. GENERAL REQUIREMENTS

All aspects of coordination of the work of this Agreement, with outside agencies, groups or individuals shall receive advance approval by the Agency. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the Agency.

The Consultant shall attend coordination, progress and presentation meetings with the Agency or such federal, community, state, city or county officials, groups or individuals as may be requested by the Agency. The Agency will provide the Consultant sufficient notice prior to meetings requiring Consultant participation. The minimum number of hours or days notice required shall be agreed to between the Agency and the Consultant and shown in Exhibit A. The Consultant shall prepare a monthly progress report, in a form approved by the Agency, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, PS&E materials, and other data, furnished to the Consultant by the Agency shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the Consultant prior to completion or termination of this Agreement are instruments of service for this Project and are the property of the Agency. Reuse by the Agency or by others acting through or on behalf of the Agency of any such instruments of service not occurring as a part of this Project, shall be without liability or legal exposure to the Consultant.

IV. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the Agency. All work under this Agreement shall be completed by the date shown in the heading of this Agreement under completion date.

The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the Agency in the event of a delay attributable to the Agency or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. A prior supplemental agreement issued by the Agency is required to extend the established completion time.

V. PAYMENT

The Consultant shall be paid by the Agency for completed work and services rendered under this Agreement as provided in the attached Exhibit B. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

VI. SUBCONTRACTING

The Agency permits subcontracts for the following portions of the work of this Agreement:

Christopher R. Goodell, P.E., D.WRE, WEST Consultants, Inc.

Compensation for this subconsultant work shall be based on the cost factors shown on the attached Exhibit F.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the Agency.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding ten thousand dollars (\$10,000.00) in cost shall contain all applicable provisions of this Agreement.

The Consultant shall not subcontract for the performance of any work under this Agreement without prior written permission of the Agency. No permission for subcontracting shall create, between the Agency and subcontractor, any contract or any other relationship.

VII. EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Agency shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, or other persons, while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Agency and any and all claims that may or might arise under the Workman's Compensation Act on behalf of the employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees, or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of the contract, in the employ of the Agency, except regularly retired employees, without written consent of the Agency.

VIII. 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, 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.

IX. TERMINATION OF THE AGREEMENT

The right is reserved by the Agency to terminate this Agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

In the event, this Agreement is terminated by the Agency other than for default on the part of the Consultant, a final payment shall be made to the Consultant as shown below.

Negotiated Hourly Rate of Pay Contracts

A final payment shall be made to the Consultant for actual hours charged at the time of termination of this Agreement plus any direct non-salary costs incurred at the time of termination of this Agreement.

No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due, then no final payment shall be due and the Consultant shall immediately reimburse the Agency for any excess paid.

If the services of the Consultant are terminated by the Agency for default on the part of the Consultant, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the Agency with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the Agency at the time of termination; the cost to the Agency of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the Agency of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the Consultant was not in default or that the Consultant's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the Agency in accordance with the provision of this Agreement.

Payment for any part of the work by the Agency shall not constitute a waiver by the Agency of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Agency. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

X. CHANGES IN WORK

The Consultant shall make such changes and revisions in the complete work of this Agreement as necessary to correct errors appearing therein, when required to do so by the Agency, without additional compensation thereof. Should the Agency find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by

the Agency. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI. DISPUTES

Any dispute concerning questions of facts in connection with the work not disposed of by Agreement between the Consultant and the Agency shall be referred for determination to the City Administrator, whose decision in the matter shall be final and conclusive on the Parties, provided, however, that if an action is brought challenging his/her decision, that decision shall be subject to de novo judicial review.

XII. VENUE AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of Spokane County, State of Washington. The Parties to the action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

XIII. LEGAL RELATIONS AND INSURANCE

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Consultant shall indemnify and hold the Agency and the State and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Consultant's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Consultant to indemnify the Agency against and hold harmless the Agency from claims, demands or suits based solely upon the conduct of the Agency, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Agency, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Agency of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees.

The Consultant's relation to the Agency shall be at all times as an independent contractor.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Agency and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Consultant recognizes that this

waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the Agency, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

XIV. EXTRA WORK

The Agency may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the

Agreement, the Agency shall make an equitable adjustment in the maximum amount payable; delivery or completion schedule, or both; and other affected terms and shall modify the Agreement accordingly.

The Consultant must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the Agency decides that the facts justify it, the Agency may receive and act upon a claim submitted before final payment of the Agreement.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

Notwithstanding the terms and conditions of this section, the maximum amount payable for this Agreement, shall not be increased or considered to be increased except by specific written supplement to this Agreement.

XV. ENDORSEMENT OF PLANS

The Consultant shall place its endorsement on all plans, estimates or any other engineering data furnished by it.

XVI. COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the Parties. No agent, or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as an amendment to this Agreement.

XIX. EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counter□parts, each of which shall be deemed to be an original having identical legal effect. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting materials submitted by it. The Consultant accepts the Agreement and agrees to all of its terms and conditions.

XVIII. ADDITIONAL TERMS AND CONDITIONS

- A. CITY OF SPOKANE BUSINESS LICENSE. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the Agency without first having obtained a valid business license. The Consultant shall be responsible for contacting the Agency's Taxes and Licenses Division at (509) 625-6070 to obtain a business license or an exemption determination.

- B. ANTI-KICKBACK. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this contract 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 the Agreement.
- C. STANDARD OF CARE. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. The Consultant will re-perform any services not meeting this standard without additional compensation.
- D. LITIGATION ASSISTANCE. The Scope of Services does not include costs of the Consultant for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Agency. All such services required or requested of the Consultant by the Agency, except for suits or claims between the parties to this Agreement, will be reimbursed as Extra Work.

Dated: _____

CITY OF SPOKANE

By: _____
Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

CORNFORTH CONSULTANTS, INC.

City of Spokane Business Registration

Email Address, if applicable:

By:

Title: _____

EXHIBIT A

SCOPE OF WORK

PART 12D INDEPENDENT CONSULTANT INSPECTION AND REPORT FORUPRIVER DAM

INSERT THE CONSULTANT'S PROPOSAL FROM JULY 26, 2013

SUMMARY OF PROPOSED WORK TASKS AND ESTIMATED BUDGET

Project Tasks	Estimated Budget
1. Kick-Off Meeting	\$3,900
2. Project Information / Document Review	\$19,700
3. Instrumentation Data / Report Review	\$12,300
4. On-site Inspection / PFM Review	\$16,500
5. Prepare Draft Part 12 Dam Safety Report	\$42,300
6. Prepare Final Part 12 Dam Safety Report	\$12,400
7. Technical Recommendations	\$2,700
8. Design Data Submittal (no identified tasks at this time – assumed budget amount only)	\$3,600
9. Project Management	\$8,900
10. Supplemental / Update STI Document (optional task)	\$29,700
11. Respond to FERC Questions (scope Undetermined at this time – assumed budget only)	\$4,600
12. EAP – Flood Inundation Mapping / Report	\$58,000
TOTAL BUDGET ESTIMATE	\$214,600

EXHIBIT B

PAYMENT (NEGOTIATED HOURLY RATE)

The Consultant shall be paid by the Agency for completed work and service rendered under this Agreement as provided hereinafter. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

- A. HOURLY RATES. The Consultant shall be paid by the Agency for work done, based upon the negotiated hourly rates show in the attached Exhibit C. The rates listed shall be applicable for the first twelve (12)-month period and shall be subject to negotiation for the following twelve (12)-month period upon request of the Consultant or the Agency. If negotiations are not conducted for the second or subsequent twelve (12)-month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement or subsequent written authorization(s) from the Agency shall be utilized for the period of the Agreement. The rates are inclusive of direct salaries, payroll additives, overhead and fee. The Consultant shall maintain support data to verify the hours billed on the Agreement.
- B. DIRECT NONSALARY COSTS. Direct non-salary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and subconsultant costs.
1. Subconsultant costs may include a Sub-Consultant Oversight markup of four percent (4%).
 2. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.
 3. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.
 4. The Consultant shall maintain the original supporting documents in its office.
 5. All of the above charges must be necessary for the services provided under this Agreement.

- C. MANAGEMENT RESERVE FUND. The Agency may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Consultant for additional work beyond that already defined in this Agreement. The amount included for the Management Reserve Fund is shown in the heading of this Agreement. This fund may be replenished in a subsequent supplemental agreement. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, Extra Work.
- D. MAXIMUM TOTAL AMOUNT PAYABLE. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.
- E. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of all costs authorized in (A) and (B) above on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by detailed statements for hours expended at the rates established in Exhibit C, including names and classifications for all employees, and billings for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.
- F. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will

refund such overpayment to the Agency within ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

- G. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.


EXHIBIT C

CONSULTANT FEE DETERMINATION – SUMMARY SHEET (NEGOTIATED RATE OF PAY) FEE SCHEDULE

<u>Discipline or Job Title</u>	<u>Hourly Rate</u>
Senior Associate Engineer / Geologist *	\$206.00
Associate Engineer / Geologist	\$176.00
Project Engineer / Geologist	\$147.00
Staff Engineer / Geologist	\$134.00
Engineer/ Geologist	\$124.00
Senior Technician	\$105.00
CADD / Graphics	\$ 88.00
Secretary	\$ 73.00

*Includes Principal and Staff Consultant

Effective January 1, 2013

 Agenda Sheet for City Council Meeting of* 09/16/2013 Briefing date: 09/09/2013 Status: CLERK REVIEW		Date Rec'd <small>(Clerk use only)</small> 09/03/2013
		Clerk's File # CPR 1989-0145
		Renews #
Submitting Dept*: MAYOR	Cross Ref # 	
Contact Name & Phone*: JENNY MORTON 625.6250	Project # 	
Contact E-Mail*: JJMORTON@SPOKANECITY.ORG	Bid # 	
Add'l Docs Attached? <input type="checkbox"/> Boards and Commissions Appointi	Requisition # 	
Agenda Item Name: Begin with Dept # 0520 REAPPOINTMENT TO PUBLIC FACILITIES DISTRICT		
Agenda Wording*: (142 character max) <input type="checkbox"/> Additional attached? Reappoint Larry Soehren to serve a four-year term to begin September 20, 2013 and expire September 20, 2017.		
Summary (Background)*: (499 character max.) <input type="checkbox"/> Additional attached? *		
Fiscal Impact Budget Account <input type="checkbox"/> Additional attached?		
Select \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals		Council Notifications (Date) <input checked="" type="checkbox"/> None
Dept Head SANDERS, THERESA	Study Session	
Division Director	Other	
Finance	Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal	jwestfall@spokanecity.org	
For the Mayor SANDERS, THERESA	jjmorton@spokanecity.org	
Additional Approvals		
Purchasing		
Select Dept 1		
Select Dept 2		
Select Dept 3		
Save	Cancel	View Related Documents



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

September 3, 2013

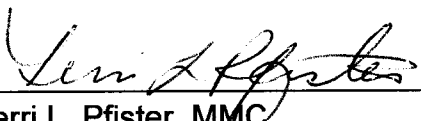
City Clerk File No.:
ORD C35020

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35020 CREATING DEPARTMENTS WITHIN THE
PARKS AND RECREATION DIVISION

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, August 19, 2013, Parks Director Leroy Eadie reported on Final Reading Ordinance C35020, and he requested a motion to defer the ordinance to a further date. Mr. Eadie noted the Parks and Recreation Department is currently in the middle of a budget process, and he stated he presented the proposed Parks budget to the Park Board last Thursday. In that presentation, he stated he proposed to the Park Board to create one additional department in 2014. He further commented what he is proposing to do is break up Recreation and Entertainment and have two separate departments; one Recreation and one Entertainment/Riverfront Park, recognizing that those two departments combined have been a challenge and historically they were broken apart. He stated it makes most sense to wait for the Park Board's approval and then include this additional department in the amendments proposed under Ordinance C35020. During discussion on the matter, Mr. Eadie noted the Park Board's next meeting is September 12. He further commented if the Council can defer it to a date in September, then he would prefer the 16th of September. Following additional Council and staff discussion, the following action was taken:

Motion by Council Member Allen, seconded by Council Member McLaughlin, to bring back the ordinance (to Council) on September 16 after the Park Board has had a chance to weigh in; **carried unanimously.**



Terri L. Pfister, MMC
Spokane City Clerk

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

08/05/2013

Date Rec'd

7/24/2013

Clerk's File #

ORD C35020

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

PARKS & RECREATION

Contact Name/Phone

LEROY EADIE 625-6204

Contact E-Mail

LEADIE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

1400 ORDINANCE CREATING DEPARTMENTS WITHIN THE PARKS & RECREATION DIVISION

Agenda Wording

Ordinance creating departments within the Parks and Recreation division; amending SMC section 3.01A.360; and adoption of new sections 3.01A361, 3.01A362 and 3.01A.363 to chapter 3.01A of the Spokane Municipal Code.

Summary (Background)

On May 9, 2013 Park Board approved a resolution supporting the City Council's reclassification of the Parks Division (both existing or redefined) Manager existing and future positions in Spokane Parks and Recreation as exempt employees in order to allow the Director the ability to assemble a management team that can meet all the demands of providing Parks and Recreation services for the citizens of Spokane.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

EADIE, LEROY

Division Director**Finance**

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing****Council Notifications****Study Session****Other**

6/19/2013 Finance Committee

Distribution List

leadie@spokanecity.org

pdalton@spokanecity.org

jfaught@spokanecity.org

hlowe@spokanecity.org

gkibbey@spokanecity.org

FIRST READING OF THE ABOVE ORDINANCE
WAS HELD ON

8/5/2013

AND FURTHER ACTION WAS DEFERRED

CITY CLERK

PASSED BY SPOKANE CITY COUNCIL ON

CITY CLERK

ORDINANCE NO. C35020

AN ORDINANCE creating departments within the Parks and Recreation division; amending SMC section 3.01A.360; and adopting new sections 3.01A.361, 3.01A.362 and 3.01A.363 to chapter 3.01A of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.360 is amended to read as follows:

3.01A.360 Parks and Recreation

- A. The procurement, disposition, improvement and management of parks, playgrounds, designated boulevards, designated parkways, trees in streets and other rights-of-way, and other designated public places is vested in the park board. The park board and its committees perform their function through the ~~((department))~~ division of parks and recreation. The park board is also authorized by Spokane city charter to adopt a budget for the parks and recreation ~~((department))~~ division.
- B. The parks and recreation ~~((department))~~ division serves as administrative staff to, and receives policy direction from, the park board and receives administrative direction from the mayor. The parks and recreation ~~((department))~~ division ~~((performs))~~ oversees a complement of duties at the direction of the park board, including but not limited to:
1. design, development and maintenance of parks, gardens, the arboretum, swimming pools and recreational grounds and facilities;
 2. development and management of the urban forestry program;
 3. operation and management of the municipal golf courses;
 4. operation and development of a variety of recreational programs serving the public;
 5. operation, maintenance and promotion of grounds facilities and activities at Riverfront Park;
 6. acquisition and long-range planning for future parks and open spaces as well as recreational services; and
 7. promotion, public relations, financial control and reporting.

- C. The municipal golf courses may be operated directly by the parks and recreation ~~((department))~~ division or may be operated by licensed golf professionals under contract with the ~~((department))~~ division.

Section 2. That there is adopted a new section 3.01A.361 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.361 Parks Finance / Budget

The parks finance / budget department performs responsible administrative and professional work for the finance and budget functions of the parks and recreation division, which includes monthly financial reporting to the division director and park board, oversight of all accounting practices and procedures in the division, formulation of accounting and financial methods and procedures as needed, preparation of the annual budget with guidance and direction from the division director, and serving as administrative staff to the finance committee of the park board.

Section 3. That there is adopted a new section 3.01A.362 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.362 Parks Operations

The parks operations department performs responsible administrative and professional work for the parks operations functions of the parks and recreation division, which includes supervision of technical and supervisory personnel, drafting of policies and procedures as needed, negotiating and administering contracts, preparing and administering an annual budget adopted by the park board, and serving as administrative staff to the land committee of the park board.

Section 3. That there is adopted a new section 3.01A.363 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.363 Parks Recreation / Entertainment

The parks recreation / entertainment department performs responsible administrative and professional work for the recreation and riverfront park functions of the parks and recreation division, which includes supervision of technical and supervisory personnel, drafting of policies and procedures as needed, negotiating and administering contracts, preparing and administering an annual budget adopted by the park board, and serving as administrative staff to the recreation and riverfront park committees of the park board.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Mayor

Date

Effective Date

AGENDA SHEET FOR PARK BOARD MEETING OF: May 9, 2013

Submitting Division
Administration

Contact Person
Leroy Eadie

Phone No.
625-6204



COMMITTEE

- ☐ Riverfront
- ☐ Golf
- ☐ Recreation
- ☐ Land
- ☐ Urban Forestry
- ☐ North Bank Ad-Hoc
- ☒ Finance

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2013-0450

ng 6.11.2013

AGENDA WORDING:

A resolution supporting creation of exempt positions in Parks and Recreation.

BACKGROUND:

(Attach additional
sheet if necessary)

Park Board wishes to support the City Council's codification through SMC 3.01A Parks and Recreation as a City Division/Department with reporting Departments that reflect the existing and future organizational structure.

RECOMMENDATION:

Approve Resolution

Fiscal Impact:

Budget Account

Expenditure:
Revenue:
☒ Budget neutral

ATTACHMENTS: Include in Packets: Resolution
On file for Review in Office of City Clerk:

SIGNATURES:

Requestor

Parks Accounting

Legal Department

Director of Parks and Recreation

DISTRIBUTION: Parks, Kathleen Keck
Risk Manager, Tim Dunivant

Parks, Leroy Eadie
Legal, Pat Dalton

Parks, Jacki Faught

PARK BOARD ACTION:

RECEIVED

JUN 11 2013

CITY CLERK'S OFFICE
SPOKANE, WA

APPROVED BY

SPOKANE PARK BOARD:

MAY 9 2013
PARK BOARD

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution supporting creation of exempt positions in Parks and Recreation

WHEREAS, the Park Board is empowered by the City Charter to lay out, establish, purchase, procure, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, and

WHEREAS the Park Board is empowered by the City Charter to exercise supervision over all shade trees, shrubs and plants of all kinds on or in the streets and public places of the city, and over all resting places, water stations, playgrounds and parade grounds, and

WHEREAS the Park Board is empowered by the City Charter to make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations, and

WHEREAS the Park Board is empowered by the City Charter to improve and adorn parks and park property and do all things necessary or proper to render the parks or other property of value to the public, and

WHEREAS the Park Board is empowered by the City Charter to grant concessions, leases and privileges under such restrictions and for such compensation as it shall prescribe, and

WHEREAS the Park Board is empowered by the City Charter to adopt an annual budget for Parks and Recreation, and

WHEREAS, the Parks and Recreation Department has an annual Park Fund operating budget of over \$17.5 million (inclusive of the 8% from the General Fund as mandated by City Charter), and an annual Golf Fund operating budget of over \$3 million, and

WHEREAS, the Parks and Recreation Department has three major divisions: Park Operations, Recreation and Entertainment, and Budget/Finance run by Division Managers who have a greater annual salary and responsibility than many other exempt Department Directors within the City, and,

WHEREAS the Parks and Recreation Department has over 80 full time employees and hundreds of temporary seasonal employees of which the Director is the only exempt employee, and,

WHEREAS the Park Board needs a Director who can assemble the best team of Park's Division Managers possible, and

WHEREAS Parks and Recreation is the only major Department in the City of Spokane that only has one exempt employee, and

WHEREAS future Park Division Manager positions created within the Parks and Recreation Department's Budget shall also be exempt, and

WHEREAS the Park Board understands that if approved these exempt positions would no longer be Civil Service classified positions yet they will still be represented by the Managerial and Professional Association.

WHEREAS this resolution supports the City Council's codification through SMC 3.01 Parks and Recreation as a City Division/Department with Departments that reflect the existing and future organizational structure.


NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board supports the City Council's reclassification of Park Division (both existing or redefined Divisions) Manager existing and future positions in Spokane Parks and Recreation as exempt employees in order to allow the Director the ability to assemble a management team that can meet all the demands of providing Parks and Recreations services for the citizens of Spokane. It is the intent of the Park Board that if future Park's Division Manager Positions are created in the Spokane Parks and Recreation Department that those positions also be exempt.

Dated this 9th day of May, 2013.


Park Board President

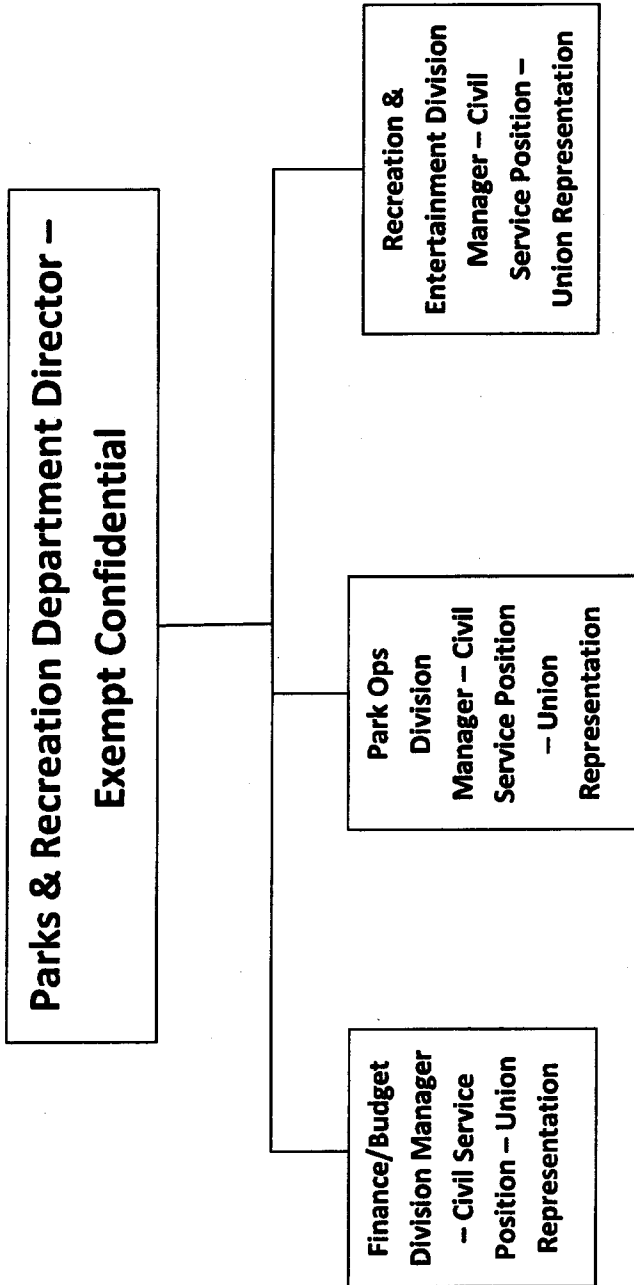
Approved as to form:


Assistant City Attorney

Attest: 
Spokane City Clerk

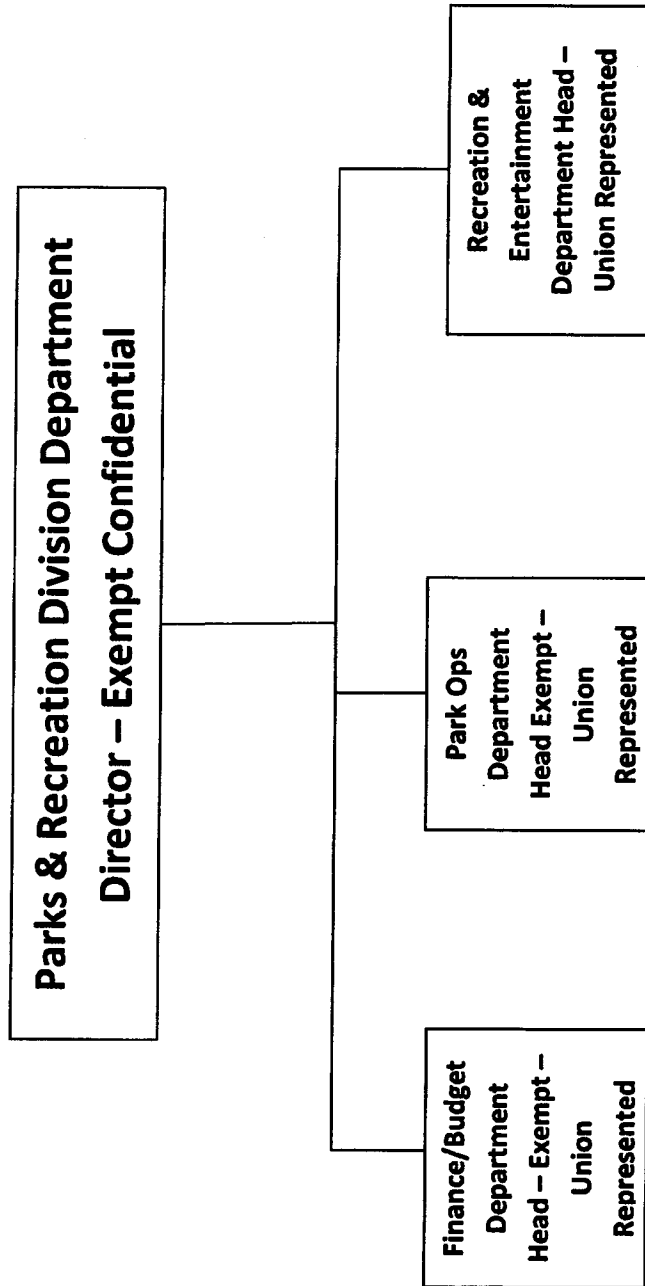


Parks and Recreation Department Today



Parks and Recreation Division Department Tomorrow

(per SMC 3.01)



Notes:

Total # of exempt positions that could be created in Parks by statute is 8.

It is currently the intent to have 4 exempt positions in Parks, which are all in the existing adopted budget.

Any new positions would have to be approved in the Park Budget by the Park Board.

Salary or benefits will not change for the 3 positions that are proposed to become exempt

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35025

Renews #**Submitting Dept**NEIGHBORHOOD SERVICES & CODE
ENFORCEMENT**Cross Ref #****Contact Name/Phone**HEATHER 625-6854
TRAUTMAN**Project #****Contact E-Mail**

HTRAUTMAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0550 EXTERIOR STORAGE

Agenda Wording

An ordinance to regulate exterior storage in residential zones that will establish standards for screening, storage, and placement. Adopt new SMC section 17C.110.270. Violation of this chapter shall constitute a civil infraction under SMC 1.05.160.

Summary (Background)

Unregulated exterior storage can pose a threat to the health and safety of a community. This ordinance was initially proposed by the Community Assembly Public Safety Committee. It was approved by the CA and subsequently reviewed by the Planning Commission. The Commission determined that the ordinance met the approval criteria for the Unified Development Code and was in conformance with the Comp Plan. It was heard by the PCED Committee July 2013. Council members Fagan and Snyder are sponsors.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

Approvals**Council Notifications****Dept Head****Study Session**PLAN COMMISSION
4/24/13**Division Director**

MALLAHAN, JONATHAN

Other

PCED 7/8/13

Finance

DOLAN, PAM

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For the Mayor

SANDERS, THERESA

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mfagan@spokanecity.org

jsnyder@spokanecity.org

bstuckart@spokanecity.org

ORDINANCE NO. _____

AN ORDINANCE relating to exterior storage on residential land; amending SMC section 1.05.160; and adopting a new SMC section 17C.110.270 to chapter 17C.110 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17C.110.270 to the Municipal Code to read as follows:

17C.110.270 Exterior Storage—Residential Zones

A. Purpose.

It is the intent and purpose of the City to regulate exterior storage of materials on residential land in a manner to promote the health, safety and general welfare of the community including regulating the type and location of materials. The negative effects of unregulated exterior storage can endanger the health, safety and welfare of the community.

B. Regulated Materials.

1. The following list of items shall not be stored outside of structures. Exterior storage means the physical presence of items not fully enclosed within a structure. Exterior storage means and includes, but shall not be limited to, the following:
 - a. vehicle parts including but not limited to, alternators, engines, transmissions, wheels, tires, body panels, auto glass, interior panels, front and/or rear seats, taillights, head lights, and other vehicle parts thereof;
 - b. household furniture including, but not limited to, mattresses, couches, recliners, tables, desks, bed frames, chairs, other furniture items, and parts thereof;
 - c. appliances including but not limited to dishwashers, stoves, televisions, computers, kitchen accessories, electronic equipment and parts thereof;
 - d. construction materials including but not limited to plaster, lumber, sheetrock, carpet, shelving, cement, bathtubs, toilets, pipe, and

other such items that are not exempted under SMC 17C.110.270(B)(2);

- e. metal including but not limited to iron, steel, aluminum, and other such metals; and
- f. any other items similar in nature.

2. Materials that may be stored outside of structures include:

- a. construction materials that are maintained in a safe manner and in such a way that the materials do not create a hazard to the general public, or an attraction to children, and that are designated for projects on the parcel for which a building permit has been issued through the City of Spokane;
 - 1. Construction materials used for a public works project may be temporarily stored on residential zones up to one year after construction begins.
 - b. construction equipment including ladders, scaffolding, and other such items may be stored outside of structures as long as the equipment is maintained in a safe manner and in such a way that the materials do not create a hazard to the general public, or an attraction to children, and
 - c. items that are manufactured for exterior usage and are being maintained including but not limited to: lawn/patio furniture and décor, benches, play equipment; sandboxes, barbecues, and bicycles.
3. Any items that are considered to be “litter” as according to SMC 10.08.010 including refuse, rubbish, garbage, discarded items and all waste material of every kind and description shall be regulated under Chapter 10.08 Offense Against Public Health.

C. Location.

- 1. Exterior storage of any of the items listed in SMC 17C.110.270(B)(2)(a) and SMC 17C.110.270(B)(2)(b) shall take place from the rear of the main dwelling unit to the rear of the property line,
 - a. except permitted construction materials which may be stored up to thirty days in either side or front yard areas and are exempt from

the fencing and screening requirements designated in subsection (C)(2) below.

2. Exterior storage areas shall be screened from view of the public right-of-way as defined in SMC 17A.020.180(R) through the use of sight-obscuring fencing that meets height requirements set in SMC 17C.110.230 or through the use of screening pursuant to SMC 17C.200.070(A)(1)

- D. Violation—Enforcement and Penalty
Violation of SMC 17C.110.270 shall constitute a class 2 civil infraction per SMC 1.05.160.

Section 3. That SMC 1.05.160 is amended to read as follows:

1.05.160 Penalty Schedule – Land Use Violation

- A. For each subsequent violation, excluding continuing violations, by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class – General.

SMC 1.05.160		
Penalty Schedule – Land Use Violation		
	Infraction	Violation Class
General		
IFC 105.3.3	Occupy Land or Building Without	2
SMC 17G.010.100(B)	Certificate of Occupancy	
SMC 10.48.050	Alarm Installation or Monitoring	1
	Company Failure to Provide	
	Customer List	
SMC 10.48.130	Alarm Installation or Monitoring	1
	Company Failure to Report New	
	Customers	
Boiler Code		
SMC 10.29.020	Operating Boiler Without License	1
SMC 10.29.021	Failure to Report Hazard	1
SMC 10.29.022	Leaving Boiler Room	2
SMC 17F.030.110	Failure to Cause Required	2
	Inspections of Boiler, Pressure	
	Vessel	
SMC 17F.030.130	Improper Operation of Boiler,	1
	Pressure Vessel	
SMC 17F.060.050	Operate Without Elevator Operating	1
	Permit	
Fire Code – International Fire Code (IFC)		

Chapter 22 IFC	Improper Aboveground Storage Tank for Motor Fuel Dispensing	1
Chapter 28 IFC	Improper Storage, Display of Aerosols	2
Chapter 33 IFC	Unauthorized Manufacture, Storage, Sale, Use, Handling of Explosives	1
IFC 105.6.14		
Chapter 10.33A SMC		
SMC 17F.080.060		
IFC 107	Continuance of Hazard	1
IFC 109		
IFC 110		
IFC 109.2.2	Noncompliance with Condemnation Tag	1
IFC 109.2.4	Removal, Destruction of Tag, Sign	1
IFC 304	Improper Storage/Accumulation of Rubbish, Vegetation	2
IFC 304	Storage, Use, Handling of Miscellaneous Combustible Material	2
IFC 308	Improper Use of Candles, Open Flame	3
IFC 311	Failure to Properly Maintain Vacant Building, Property	2
IFC 503.4	Obstruction of Fire Access Road	2
IFC 703.1	Failure to Maintain Fire-resistive Construction	2
IFC 703.2	Failure to Maintain Fire Assemblies for Openings	2
IFC 704		
IFC 805	Failure to Flameproof Decorative Material	2
IFC 806		
IFC 901.4	Failure to Install Protection for Kitchen Hoods, Ducts	2
IFC 901.4	Failure to Install Sprinkler System	2
IFC 901.4	Failure to Install Alarm System	1
SMC 17F.080.100		
SMC 17F.080.150		
IFC 901.6	Failure to Maintain Automatic Extinguishing System	2
IFC 901.6	Failure to Maintain Kitchen Rangehood Extinguishing System	2
IFC 901.6	Failure to Maintain Sprinkler System	2
IFC 901.6	Failure to Maintain Standpipe System	2
IFC 903.4	Failure to Provide Approved Electronic Monitoring for Sprinkler and Fire Alarm Systems	2
IFC 907.15		
IFC 904.11.6.3	Failure to Clean Kitchen Hoods, Ducts	2
IFC 905.3	Failure to Install Standpipe System	2

IFC		
IFC 1003.6	Obstruction of Exit	1
IFC 1011	Failure to Provide Exit Signs	1
IFC 2703.3	Release of Hazardous Material	1
IFC 3404.2.13.1.3	Failure to Remove Abandoned Underground Storage Tank	1
Spokane Municipal Code		
SMC 10.08.040	Fire Hazard from Vegetation and Debris	1
SMC 12.01.0804	Failure to Maintain Pedestrian Strip	2
SMC 12.02.010	Sidewalk Not Clear of Snow, Ice	3
SMC 13.05.010	Tree, etc., Interfering With City Sewer	2
SMC 13.05.020	Poplar, Cottonwood Tree Near Utility Line	2
SMC 17C.110.100	Use Not Permitted in Residential Zone	2
SMC 17C.110.110	Limited Use Standards (Residential)	2
SMC 17C.110.120	Accessory Uses – Residential	2
SMC 17C.110.200 –	Violation of Development Standards –	2
SMC 17C.110.220	Residential	
SMC 17C.110.225	Accessory Structures – Residential	2
SMC 17C.110.230	Residential Fence	2
SMC 17C.110.270	<u>Exterior Storage</u>	<u>2</u>
SMC 17C.110.300 –	Alternative Residential Development	1
SMC 17C.110.350		
SMC 17C.110.400 –	Multi-family Design Standards	1
SMC 17C.110.465		
SMC 17C.110.500 –	Institutional Design Standards	1
SMC 17C.110.575		
SMC 17C.120.100	Use Not Permitted in Commercial Zone	1
SMC 17C.120.110	Limited Use Standards – Commercial	1
SMC 17C.120.210 –	Development Standards -	1
SMC 17C.120.300	Commercial	
SMC 17C.120.310	Commercial Fence	1
SMC 17C.120.500 –	Commercial Design Standards	1
SMC 17C.120.580		
SMC 17C.122.070	Use Not Permitted in Center and Corridor Zone	1
SMC 17C.122.080 –	Development Standards – Center and	1
SMC 17C.122.150	Corridor Zone	
SMC 17C.124.100	Use Not Permitted in Downtown Zone	1
SMC 17C.124.110	Limited Use Standards – Downtown	1
SMC 17C.124.210 –	Development Standards - Downtown	1
SMC 17C.124.300		
SMC 17C.124.310	Fences – Downtown Zone	1
SMC 17C.124.340	Parking and Loading - Downtown	1

SMC 17C.124.500 –	Design Standards – Downtown	1
SMC 17C.124.590		
SMC 17C.130.100 –	Use Not Permitted in Industrial Zone	1
SMC 17C.130.110		
SMC 17C.130.210 –	Violation of Development Standards	1
SMC 17C.130.250		
SMC 17C.130.270	Outdoor Activities Not Permitted	1
SMC 17C.130.300	Detached Accessory Structures	1
SMC 17C.130.310	Industrial Fence	1
SMC 17C.160.020 –	North River Overlay District	1
SMC 17C.160.030		
SMC 17C.170.110	Special Height Overlay Zone	1
SMC 17C.180.050 –	Airfield Overlay Zone	1
SMC 17C.180.100		
SMC 17C.200.040 –	Landscaping and Screening	1
SMC 17C.200.110	Requirements	
SMC 17C.210.040 –	Non-conforming Rights	1
SMC 17C.210.070		
SMC 17C.220.080 –	Off-Site Impacts	1
SMC 17C.220.090		
SMC 17C.230.140 –	Development Standards – Parking	2
SMC 17C.230.300	and Loading	
SMC 17C.230.310	Design Standards - Parking	1
	Structures	
SMC 17C.240.070 –	Sign in Violation of the Sign Code	1
SMC 17C.240.270		
SMC 17C.300.100	Accessory Dwelling Units General	2
	Regulations	
SMC 17C.300.110	Accessory Dwelling Units Criteria	2
SMC 17C.300.130	ADU Development Standards	1
SMC 17C.305.020	Adult Business Use Standards	1
SMC 17C.310.100 –	Animal Keeping –	2
SMC 17C.310.160	Permitted/Prohibited Practices	
SMC 17C.315.120	Bed and Breakfast Use-related	2
	Regulations	
SMC 17C.315.130	Bed and Breakfast Site-related	2
	Standards	
SMC 17C.315.150	Bed and Breakfast Monitoring	2
SMC 17C.315.160	Pre-established Bed and Breakfast	2
	Facilities	
SMC 17C.319.100	Commercial Use of Residential	2
	Streets	
SMC 17C.319.200	Recreational Camping	2
SMC 17C.320.080	Conditional Uses	1
SMC 17C.325.030 –	Drive-through Facilities	1
SMC 17C.325.060		
SMC 17C.330.120	Group Living Development Standards	1

SMC 17C.335.110	Historical Structures – Change Of Use Development Standards	1
SMC 17C.340.100 – SMC 17C.340.110	Home Occupations	2
SMC 17C.345.100 – SMC 17C.345.120	Manufactured Homes and Mobile Home Parks	1
SMC 17C.350.030	Development Standards – Mini Storage Facilities	1
SMC 17C.350.040	Design Considerations – Mini Storage Facilities	1
SMC 17C.355.030 – SMC 17C.355.040	Wireless Communication Facilities	1
Chapter 17D.060 SMC	Stormwater Facility Standards	1
SMC 17E.010.080	Aquifer Pollution Nuisance Declared by Critical Review Officer	2
SMC 17E.010.160(B) SMC 17E.010.350(F) SMC 17E.010.540(F)	Failure to Comply With Order, Decision of Critical Review Officer	1
SMC 17E.010.160(C)	Failure to Abide by Terms, Conditions of Permit, License, Approval	1
SMC 17E.010.210(A)	Maintain Underground Storage Tank Without Permit	2
SMC 17E.010.230 SMC 17E.010.440	Use of Underground/Aboveground Storage Tank Without Permit	1
SMC 17E.010.350(A) SMC 17E.010.350(E) SMC 17E.010.540(A) SMC 17E.010.540(E)	Supply False, Inaccurate, Incomplete Information Concerning an UST or AST	2
SMC 17E.010.350(B) SMC 17E.010.540(B)	Approval Permit Violation	2
SMC 17E.010.350(C) SMC 17E.010.540(C)	Fill Unpermitted Underground/Aboveground Storage Tank	2
SMC 17E.010.350(D) SMC 17E.010.540(D)	Tamper with, Fail to Maintain Inventory, Other Records	2
Chapter 17E.020 SMC	Prohibited Activities in Fish and Wildlife Areas and Buffers	1
Chapter 17E.040 SMC	Prohibited Activities in Geological Hazard Areas and Buffers	1
SMC 17E.060.120	Use, Alter Land, Erect, Alter, Occupy Structure Within Shoreline Without Compliance With Shoreline Management Regulations	1
Chapter 17E.070 SMC	Prohibited Activities in Wetlands and Buffers	1
SMC 17F.070.380	Failure to Discharge Responsibilities of Owner	2

SMC 17F.070.390	Failure to Discharge Responsibilities of Occupant	2
SMC 17F.080.250	Failure to Maintain Fire Alarm System	1
SMC 17F.080.260(B)	Failure to Provide Fire Protection System Verification Fees	2
SMC 17F.080.280	Failure to Secure Fire-damaged Building	2
SMC 17F.080.390	Failure to Provide Semi-annual Inspection of Private Hydrant	2
SMC 17F.080.420	Failure to Maintain Private Hydrant	2
SMC 17F.080.440	Lack of Basement Sprinkler System in Existing Building	2
SMC 17G.010.100 (C)(2)	Testing Underground Storage Tank Without Spokane Fire Department Registration	1

PASSED BY THE CITY COUNCIL on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed Amendments to the Spokane Municipal Code
Chapter 17C.110.270-Outdoor Storage – Residential; Chapter 1.05.160-Penalty
Schedule – Land Use Violation; Chapter 17A.020.150-Definitions**

A recommendation from the City Plan Commission to the City Council to approve amendments to the Spokane Municipal Code Chapter 17C.110.270-Outdoor Storage – Residential; Chapter 1.05.160-Penalty Schedule – Land Use Violation; Chapter 17A.020.150-Definitions.

Findings of Fact:

A. The Plan Commission has been asked to consider and make recommendations to the City Council on proposed amendments to Chapter 17C.110.270-Outdoor Storage – Residential; Chapter 1.05.160-Penalty Schedule – Land Use Violation; Chapter 17A.020.150-Definitions for the regulation of outdoor storage in residential zones.

B. Outdoor storage as a use is not sufficiently regulated to avoid negative impacts in the single family and multi family residential zones of the City of Spokane. Outdoor storage is highly regulated in the office, commercial and industrial zones through a combination of requirements such as prohibition of the activity, screening through fencing or landscaping or requiring the activity to be within a structure (See Spokane Municipal Code (SMC) Sections 17C.120.250-270, 17C.124.110-270, and 17C.130.110-270).

C. The impacts of outdoor storage on neighboring residential property is felt more specially than commercial or industrial zones through detracting of investment in maintenance of property, stifling neighborhood interaction due to perception of unsafe conditions, exposure of the public to unsafe conditions and affecting the quality of life that the neighbors may expect.

D. ‘Outdoor Storage’ can include accumulation of materials such as bottles, cans, plastic, scrap metal, broken stone or cement, building materials, barrels, boxes, appliances, auto parts, and other materials left for periods of time. This would exclude items which are highly transitory such as building materials, whole vehicles, firewood and other items which would be expected to endure exposure to the elements. This is not the accumulation of ‘rubbish’ or ‘trash’ as these items are already considered “litter” under Spokane Municipal Code Chapter 10.08.010-Offense Against Public Health.

E. Citizen input through the Community Assembly have indicated in interest in developing an ordinance to regulate outdoor storage in residential zones. The Community Assembly forwarded a request on March 27, 2012 to the City Administration to develop such an ordinance.

F. A draft ordinance was developed as a result of eight Public Safety Committee meetings of the Community Assembly and input from the Office of Neighborhood Service and Code Enforcement Staff. The Public Safety Committee met on the following dates to develop a draft ordinance: May 8, 2012; May 22, 2013; June 12, 2012; June 26, 2012; July 10, 2012; July 17, 2012; August 14, 2012; and August 20, 2012.

G. The Community Assembly reviewed the Outdoor Storage Ordinance developed by the Public Safety Committee on September 7, 2012 and voted to forward the draft for Legal review and continue with the process of adoption.

H. The Spokane City Plan Commission held a workshop to study the proposed amendments on March 13, 2013 and voted to forward the recommendations to a Plan Commission Hearing on April 24, 2013.

I. Notice of the proposed amendments to Chapter 17C.110.270; 1.05.160; and 17A.020.150 at the Plan Commission Hearing on April 24, 2013 was published in the Spokesman Review on April 10, 2013 and April 17, 2013.

J. The City Plan Commission held a Public Hearing on April 24, 2013 to obtain public comments on the proposed amendments; deliberations followed.

K. The proposed amendments were initiated and processed pursuant to the procedures set forth in Chapter 17G.025 SMC.

Conclusions:

A. The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.

B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and
2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.025.

Recommendations:

By a vote of _ to _, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.

**Michael Ekins, President
Spokane Plan Commission**

Date

BRIEFING PAPER
City of Spokane
PCED Committee
July 8, 2013

Subject

Outdoor storage as a use is not sufficiently regulated to avoid negative impacts in the single family and multi family residential zones of the City of Spokane.

Background

Outdoor storage is highly regulated in the office, commercial and industrial zones through a combination of requirements such as prohibition of the activity, screening through fencing or landscaping or requiring the activity to be within a structure ((See Spokane Municipal Code (SMC) Sections 17C.120.250-270, 17C.124.110-270, and 17C.130.110-270)). The existence of regulations for this use in the commercial zones and lack of such regulations for residential zones is inequitable when compared to the amount of property in the city which is zoned residential (80%) and the effect such activity may have on neighboring properties.

Impact

The impacts of outdoor storage on neighboring residential property is felt more specially than commercial or industrial zones through detraction of investment in maintenance of properties, stifling neighborhood interaction due to perception of unsafe conditions, exposure of the public to unsafe conditions and affecting the quality of life that the neighbors may expect.

For purposes of this paper, 'Outdoor Storage' can include accumulation of materials such as household furniture, scrap metal, broken stone or cement, barrels, boxes, appliances, auto parts, and other materials left for periods of time. This would exclude items which are highly transitory such as building materials designated for projects on the parcel for which a building permit has been issued, whole vehicles, firewood and other items which would be expected to endure exposure to the elements for long periods of time.

Action

The Community Assembly and the Plan Commission has reviewed this issue. Plan Commission voted 7-0 on April 24, 2013 to recommend that the City Council adopt this ordinance to address outdoor storage based on the community support of this regulation.

WAC 197-11-970 Determination of nonsignificance (DNS).

DETERMINATION OF NONSIGNIFICANCE

Description of proposal: The City of Spokane has prepared a State Environmental Policy Act (SEPA) Environmental Checklist and has issued a Determination of Nonsignificance for the proposed Outdoor Storage Ordinance. The City of Spokane has determined that this ordinance will not have significant adverse impacts on the environment and an Environmental Impact Statement (EIS) is not required.

Proponent: City of Spokane

Location of proposal, including street address, if any: This ordinance will apply to all lots zoned RA, RSF, RTF, RMF, and RHD within the City of Spokane. Since this ordinance modifies the existing zoning code, this proposal also constitutes a Growth Management Act (GMA) action. As required, the Department of Commerce has been notified of this GMA action.

Lead agency: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☐ There is no comment period for this DNS.

☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

● This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by August 19, 2013.

Responsible official: Heather Trautman

Position/titled: Director, Department of Neighborhood Services and Code Enforcement

Phone: (509) 625-6854

Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Date: August 5, 2013 Signature 

(OPTIONAL)

● You may appeal this determination to Heather Trautman

at 808 W Spokane Falls Blvd Spokane, WA 99201

no later than August 19, 2013

by (method) Email htrautman@spokanecity.org

You should be prepared to make specific factual objections.

Contact _____ to read or ask about the procedures for SEPA appeals.

☐ There is no agency appeal.

CC: Washington State Department of Ecology

City of Spokane:

- Eldon Brown, Developer Services
- John Hasley, Building Department
- Julie Neff, Planning Services
- Ken Pelton, Planning Services
- Kristen Griffin, Historic Preservation
- Tim Szambelan, Legal Department
- James Richman, Legal Department
- Bobby Williams, Fire Department

Eric Meyer, Spokane Regional Health District

April Westby, Spokane Regional Clean Air Agency

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35026

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

KEN PELTON 625-6063

Contact E-Mail

KPELTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650-ORDINANCE Z1200043

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Application #Z1200043COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "Office" for Chandlers Addition, Block 8 located between Sheridan and Hatch Streets and 5th Avenue and

Summary (Background)

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

CHESNEY, SCOTT

Study Session**Division Director**

QUINTRALL, JAN

Other

PC 8/14/13 - PCED

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

jrichman@spokanecity.org

Additional Approvals

schesney@spokanecity.org

Purchasing

kpelton@spokanecity.org

mstanicar@bwarch.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Hartson Avenue, and Highland Park Hartsons Subdivision, Lots C-F; and amending the zoning map from "Residential Multi-Family" (RMF) to "Office" (O-35)."

Summary (Background)

Fiscal Impact

Select	\$	#
Select	\$	#
AmtType7	\$ Amount7	# Budget7
AmtType8	\$ Amount8	# Budget8

Budget Account

Distribution List

- Email16
- Email17
- Email18
- Email19
- Email20
- Email21
- Email22
- Email23

ORDINANCE NO. _____
Planning File Z1200043COMP

AN ORDINANCE RELATING TO APPLICATION #Z1200043COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "OFFICE" FOR CHANDLERS ADDITION, BLOCK 8 LOCATED BETWEEN SHERIDAN AND HATCH STREETS AND 5TH AVENUE AND HARTSON AVENUE, AND HIGHLAND PARK HARTSONS SUBDIVISION, LOTS C-F; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTI-FAMILY" (RMF) TO "OFFICE" (O-35); and

WHEREAS, The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, under the Growth Management Act, the City Council may generally consider proposed amendments or revisions of the City's comprehensive plan no more frequently than once every year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect; and

WHEREAS, land use amendment application Z1200043COMP was submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle; and

WHEREAS, Application Z1200043COMP seeks an amendment is to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for Chandler's Addition, Block 8 which is located between Sheridan and Hatch Streets and 5th Avenue and Hartson Avenue and Highland Park Hartson's Subdivision Lots C-F. If approved, the implementing zoning designation requested is "Office-35" (O-35); and

WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and

WHEREAS, the Spokane City Plan Commission held workshops to study the Amendment Applications on May 8, 2013, May 22, 2013 and June 12, 2013; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; and

WHEREAS, notice was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of

the boundary of the subject property on July 30, 2013; and

WHEREAS, staff report found that Application Z1200043COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the proposed Amendment Applications; and

WHEREAS, the Spokane Plan Commission found that Application Z1200043COMP is consistent with and implements the current version of the comprehensive plan; and

WHEREAS, the Plan Commission voted 8 to 0 to recommend approval of Application Z1200043COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; and

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200043COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Residential 15-30" to "Office" for Chandler's Addition, Block 8 which is located between Sheridan and Hatch Streets and 5th Avenue and Hartson Avenue and Highland Park Hartson's Subdivision Lots C-F; and
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "RMF" to "O-35" for this same area.

Passed by the City Council _____, 2013

Ben Stuckart, Council President

Attest:

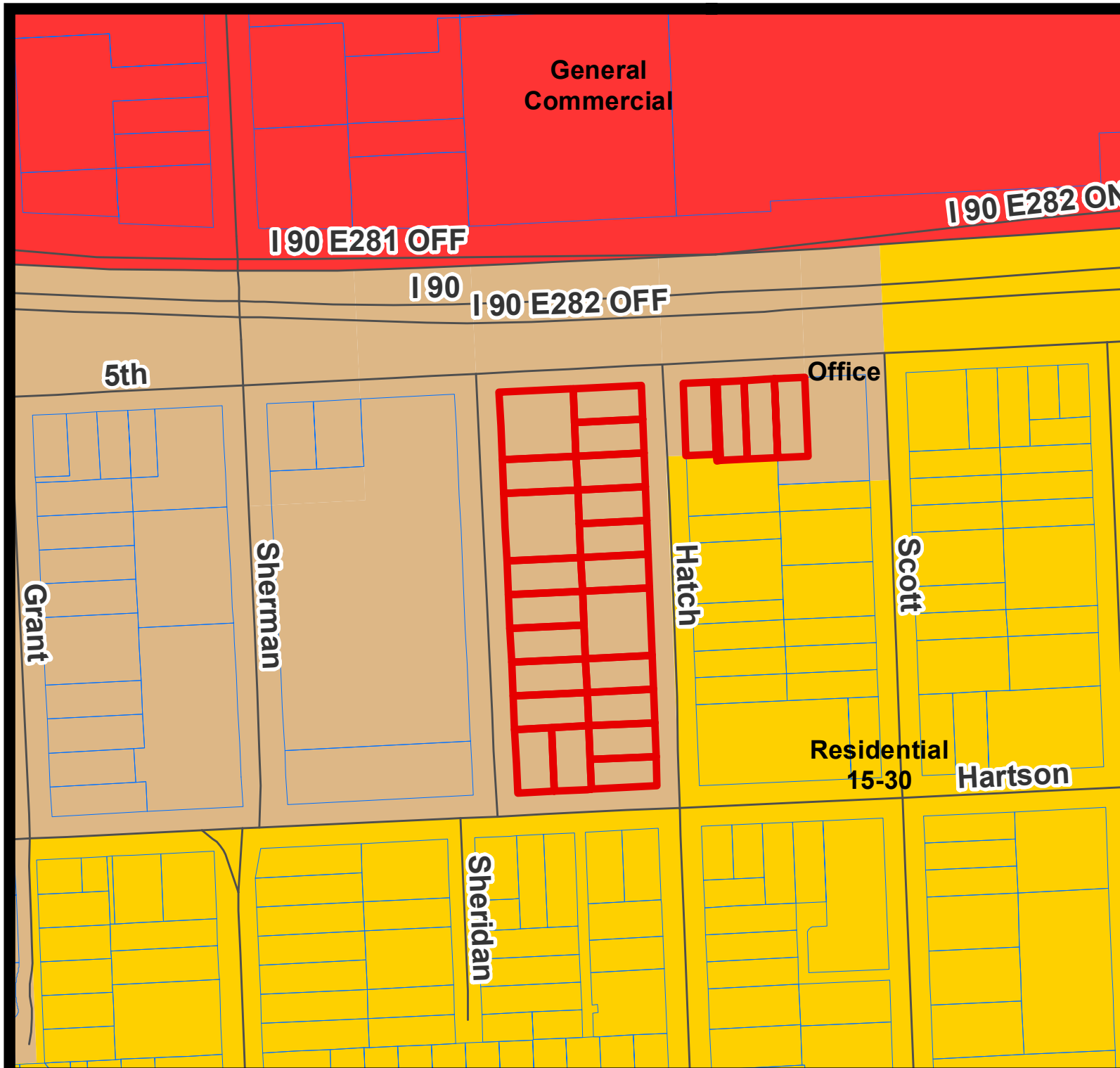
City Clerk

Dated: _____

David A. Condon, Mayor

Approved as to form:

Assistant City Attorney

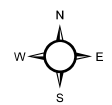
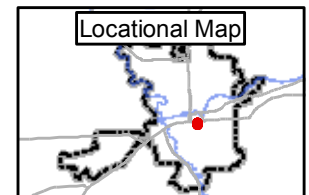


Comprehensive Plan Amendment Z1200043COMP- Cancer Care Northwest Exhibit A- Proposed Land Use

DATE: August, 2013
USER: Planning & Development

Legend

- Parcels- Cancer Care NW Z1200043
- Parcels
- Proposed LandUse**
- Residential 15-30
- Office
- General Commercial
- Street




THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Comprehensive Plan Amendment Z1200043COMP- Cancer Care Northwest Exhibit B- Proposed Zoning


DATE: August, 2013
USER: Planning & Development

Legend

 Parcels- Cancer Care NW
Z1200043


 Parcels

Proposed Zoning

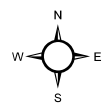
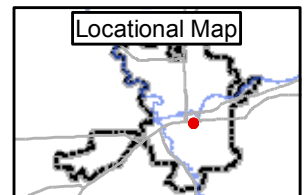
 General Commercial

 Office

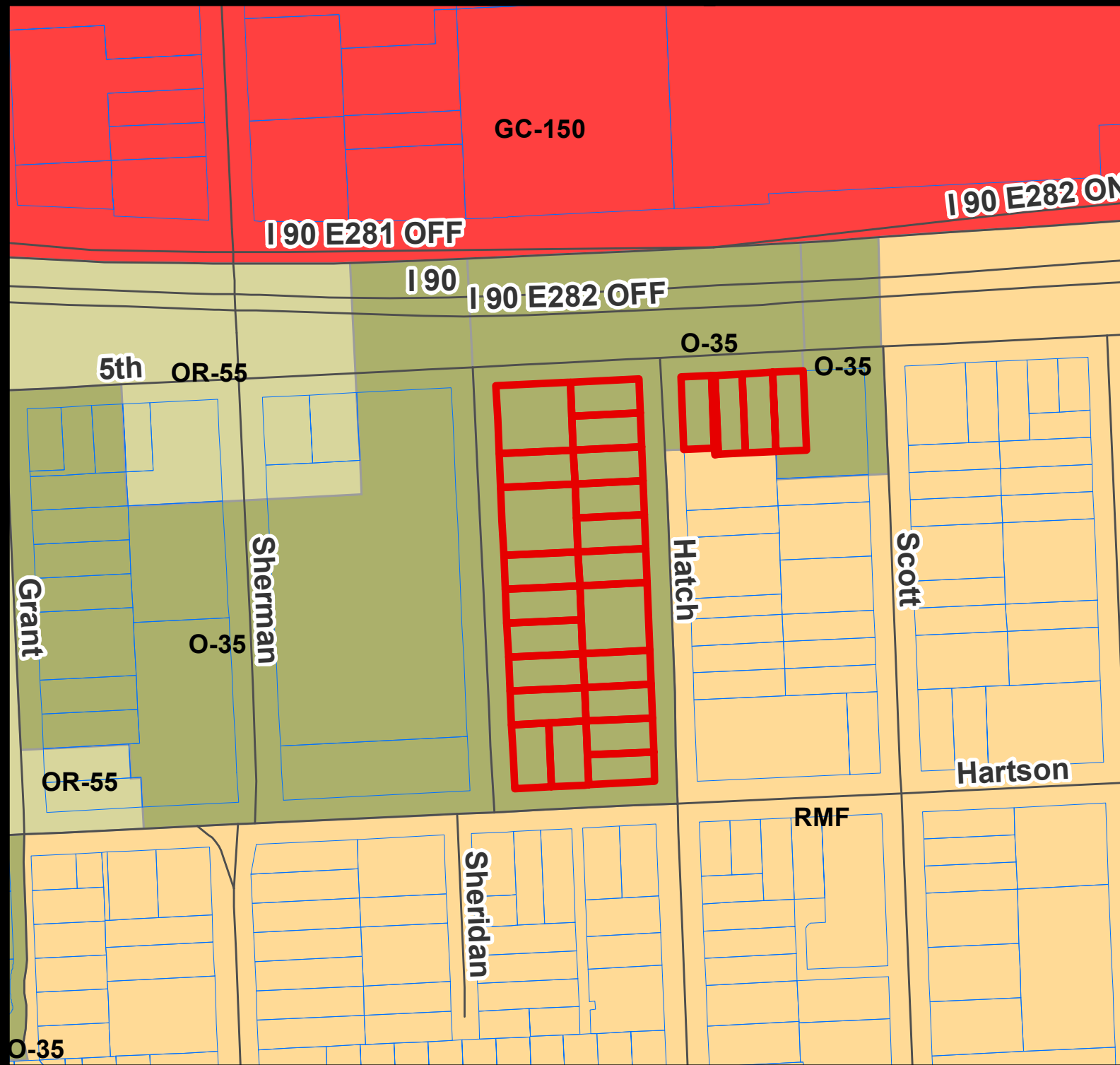
 Office Retail

 Residential Multifamily

 Street



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
FILE NO. Z1200043-COMP, CANCER CARE ASSOCIATES, LLC**

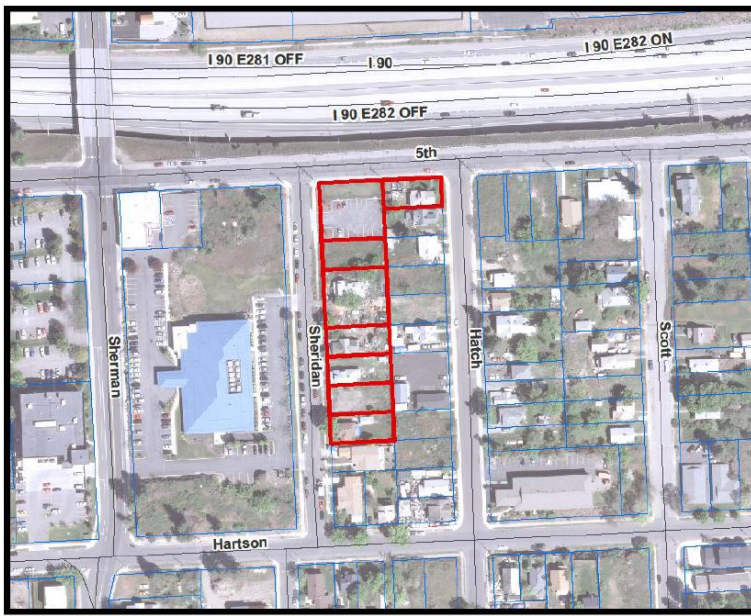
I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL: This is an application by Mike Stanicar, on behalf of Cancer Care Associates, LLC, for a proposed comprehensive plan land use plan map amendment. The applicant seeks two amendments: One; a proposal to change the land use plan map designation from “Residential 15-30” to “Office” for eight parcels generally located at 507 S. Sheridan (35202.4828, 35202.4819, 35202.4818, 35202.4817, 35202.4816, 35202.4815, 35202.4814 & 35202.4801) that are 1.25 acres in size, and: Two; a text amendment to modify policy LU 1.5, Office Uses, to provide policy support for the land use plan map amendment. If approved, the implementing zoning designation requested is Office (O-35) for all parcels.

During a workshop session on June 12, 2013, the plan commission modified the amount of land area involved in the proposed amendment. As a result of this modification, the proposed amendment includes the entire block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The modification adds approximately 2 acres to the size of the land use plan amendment. The total size of the proposed land use plan map amendment is 3.25 acres. See maps below.

Note: Site Maps, department and agency comments, and citizen comment letters are attached to this report.

II. GENERAL INFORMATION:



See maps below for additional land area included by Plan Commission

Agent:	Mike Stanicar, Bernardo-Wills Architects, 153 S. Jefferson, Spokane, WA 99201, Phone: (509) 838-4511
Applicant/Property Owner(s):	Cancer Care Associates, LLC;
Location of Proposal:	The applicant's proposal is generally located at 507 S. Sheridan and is comprised of eight parcels: 35202.4828, 35202.4819, 35202.4818, 35202.4817, 35202.4816, 35202.4815, 35202.4814 & 35202.4801.
Existing Land Use Plan Designation:	Residential 15-30
Proposed Land Use Plan Designation:	Office
Existing Zoning:	Residential Multifamily, RMF
Proposed Zoning:	O-35, Office (35' maximum building height)
SEPA Status:	SEPA Determination of Non-Significance issued on July 29, 2013. The appeal period closes on August 14, 2013.
Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Ken Pelton, AICP, Principal Planner; 509-625-6300 kpelton@spokanecity.org

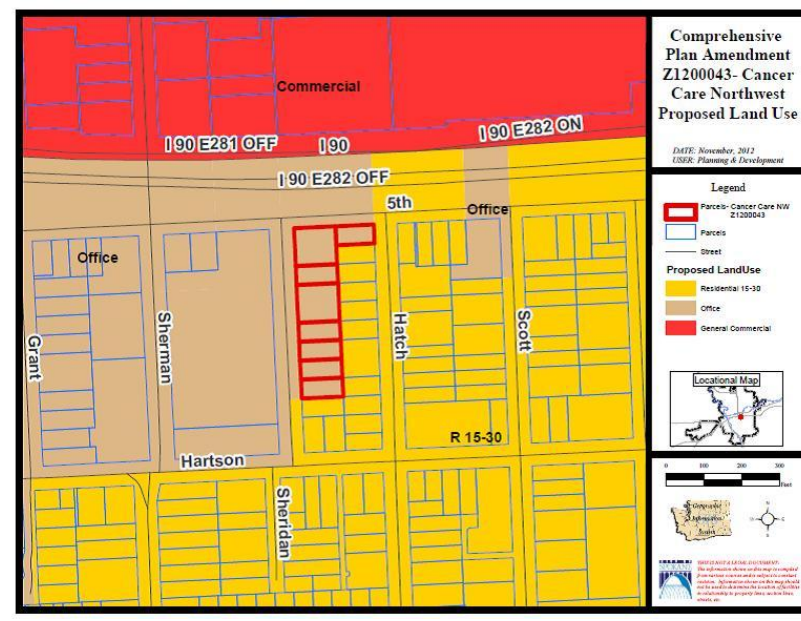
III. FINDINGS OF FACT:

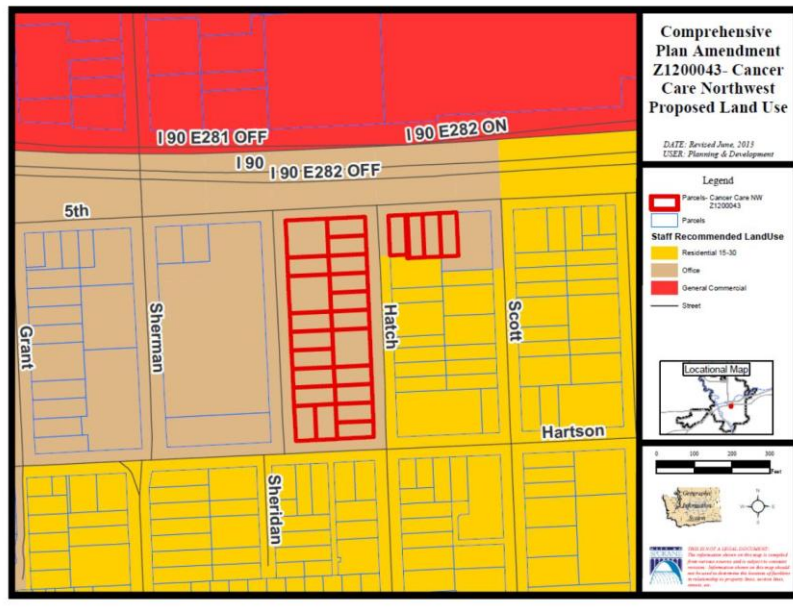
- A. Site Description: Parcel 35202.4828 at the southeast corner of Sheridan and 5th Avenue is currently being used as a parking lot for the existing Cancer Care Associates building. The remaining area of the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street is developed with residential structures or is presently vacant property. The additional land area at the southeast corner of E. 5th Avenue and Hatch Street is largely vacant. There is one residential unit on the lot located at 718 E. 5th Avenue.
- B. Project Description: As authorized by Spokane Municipal Code Section 17G.020, "Comprehensive Plan Amendment Procedure," the applicant is requesting a comprehensive plan land use plan map designation change from "Residential 15-30" to "Office" for parcels totaling approximately 1.25 acres in size. In addition, the applicant proposes to modify the text of the comprehensive plan in Policy LU 1.5 Office. The City of Spokane Plan Commission modified the land area included in this request at their June 12, 2013 workshop to expand the proposed land use plan map amendment to include the entire block east to S. Hatch Street and four additional parcels on E. 5th Avenue (see subsection E below).

C. Existing Land Use Plan Map:



D. Applicant Proposed Land Use Plan Map:



E. Plan Commission Proposed Land Use Plan Map:F. Zoning and Land Use Designation History:

All of the properties included in this request have been zoned in a residential category since 1958. The zoning designation before 2006 was R3, Multifamily Residence Zone. After 2006, the zoning was designated RMF, Residential Multifamily. ,

The land use plan map adopted with the comprehensive plan in 2001 designated this area Residential 15-30.

The former East Central Neighborhood Design Plan adopted in 1986 (rescinded in 2001) designated the land involved in this application Medium Density Residential.

G. Adjacent Land Use:

To the north: I-90.

To the east: Vacant lots and single-family, multi-family uses.

To the south: Vacant lots and single-family uses.

To the west: Existing Cancer Care Associates facility.

H. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.I. Procedural Requirements:

- Application was submitted on October 26, 2012;
- Applicant was provided Notice of Application on April 22, 2013;
- Notice of Application was posted, published, and mailed on April 26, 2013, which began a 55 day public comment period;
- A SEPA Determination of Non Significance was issued on July 29, 2013;
- Notice of Plan Commission Public Hearing was posted and mailed July 30, 2013;
- Notice of Public Hearing was published in the Spokesman Review on July 31, 2013 and August 7, 2013;
- Plan Commission Public Hearing Date is scheduled for August 14, 2013.

IV. DEPARTMENT REPORTS:

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file.

V. CONCLUSIONS:

SMC 17G.020.030 provides the criteria for decisions on amendments to the comprehensive plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

SMC 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is consistent with the Growth Management Act, and the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code as discussed in this report.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The proposed change as recommended by staff would be consistent with these goals.

Staff concludes that this criterion is met.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments

must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with public services and facilities. Staff concludes that this criterion is met.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criterion is not applicable to this proposal. There are no funding shortfall implications

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: Staff has reviewed the comprehensive plan and has provided an analysis of the consistency of the application with its goals and policies, specifically Policy LU 1.5. See attached Exhibit 1. The proposal does not result in the need for other amendments to the comprehensive plan or development regulations

Staff concludes that this criterion is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: The impacts of the land use plan map amendment are limited to the area generally surrounding the site. The other comprehensive plan amendments being processed as a part of the current comprehensive plan amendment cycle are geographically isolated from this site and should not result in impacts in the vicinity of the Cancer Care Associates application.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on July 29, 2013. Staff concludes that this criterion is met.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: Staff finds the proposed amendment will not have a substantial impact on the City's ability to provide services. All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal. Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: This criterion is not applicable.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: The proposed amendment to the text of the comprehensive plan is discussed under subsection "E. Internal Consistency" above and in attached Exhibit 1.

Staff has concluded that the proposed policy amendment is not necessary for the proposed land use plan map amendment and that the map amendment is consistent with the comprehensive plan.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Relevant facts: The applicable comprehensive plan policies have been addressed previously in Criterion E. above. Staff concludes that the land use plan map amendment is consistent with the comprehensive plan. Office use is compatible with neighboring land uses and there have been no concerns raised regarding the availability of facilities and services to support the proposed office area expansion.

- b. The map amendment or site is suitable for the proposed designation;

Relevant facts: The site is suitable for the proposed land use designation change.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: The site and surrounding area has been designated for higher density residential development since the late 1950's. Minimal new residential development has occurred. In fact, many existing houses in the area are being removed and major medical office users are gradually acquiring land apparently for future expansion.

Staff concludes that this amendment implements the comprehensive plan better than the current land use plan map designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: If the land use plan map amendment is approved, the zoning designation of the parcels will change from Residential Multifamily (RMF) to Office (O-35). The proposed zoning changes will implement the proposed Office land use plan map designation. Staff has concluded that no amendments to comprehensive plan policy are needed to support the proposed land use plan map amendment.

L. Inconsistent Amendments

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;
- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or
- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This year (2013), the Plan Commission may consider proposals that are inconsistent with the comprehensive plan. Usually inconsistent amendments require amendments to the text of the comprehensive plan to achieve consistency with policies of the comprehensive plan. However, no changes to the text of the comprehensive plan are necessary for the approval of this application.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: The proposed application has been determined to be consistent with the comprehensive plan. The criteria listed above are intended to be used to evaluate applications that are inconsistent with the comprehensive plan.

VI. RECOMMENDATIONS:

Staff concludes that the proposed amendment is consistent with the comprehensive plan and the Spokane Municipal Code criteria for amendments to the comprehensive plan and recommends approval.

Attachment: Exhibit 1: Existing Comprehensive Plan Office Location Policy and Analysis of Proposed Text Amendment to Policy

Exhibit 1**Existing Comprehensive Plan Office Location Policy
and Analysis of Proposed Text Amendment to Policy**

Current Office Location Policy

(Proposed amendments are emphasized strike-through and underline)

LU 1.5 Office Uses*Direct new office uses to centers and corridors designated on the land use plan map.*

Discussion: Office use of various types is an important component of a center. Offices provide necessary services and employment opportunities for residents of a center and the surrounding neighborhood. Office use in centers may be in multi-story structures in the core area of the center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to centers, future office use is generally limited in other areas. The Office designations located outside centers are confined to the boundaries of existing office designations. Office use within these boundaries is allowed outside of a center.

The Office designation is also located where it continues an existing office development trend **and or** serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the office designation located in higher intensity office areas around downtown Spokane in the North Bank and Medical Districts shown in the Downtown Plan.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

Staff analysis of Policy LU 1.5:

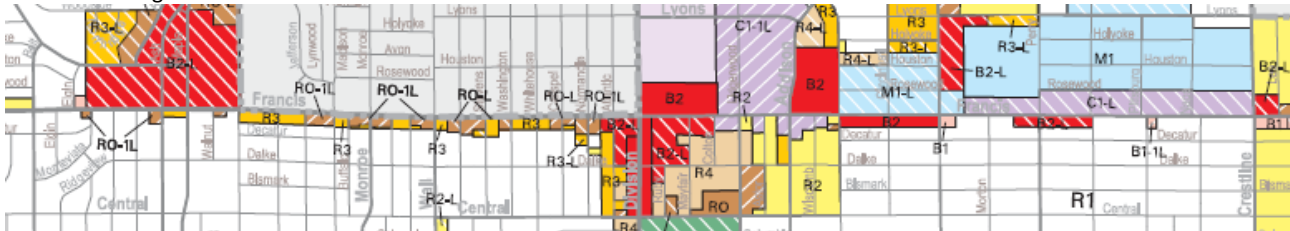
1. The policy directs office uses to centers and corridors.
2. The policy limits expansion of existing or the addition of new locations of the Office land use plan map designation outside centers and corridors.
3. Under the discussion of the policy, there is an exception that allows the Office designation to be applied to locations “.....where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street.” This part of the policy requires both a trend toward office use and a situation where a buffer (or transition land use) is needed between higher intensity activities like a principal arterial or a commercial use, and a lower density area.
4. The policy discourages indiscriminate office use along arterial frontage: “Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use.”

5. The exception discussed in number 3 above was adopted to address the south side of Francis Avenue between Cannon and Market Streets. All of the features described in the exception are found in this area. (See maps below)
6. When the land use plan map of the Comprehensive Plan was adopted in 2001, the Office designation was applied to the south side of Francis Avenue between Cannon and Market Streets. When the Commercial zoning code was adopted in 2005, the Office designated land was rezoned to an office zoning category. (See maps below)

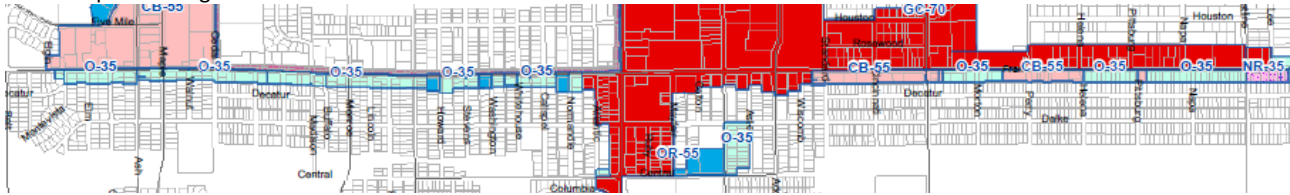
2001 Comprehensive Plan land use plan map



Pre-2005 zoning



2005 adopted zoning



Cancer Care Associates Comprehensive Plan Text Amendment

Cancer Care Associates is requesting an amendment to the Comprehensive Plan text and land use plan map. The text amendment is intended to provide policy support for expansion of the Office land use plan map designation for the proposed expansion of office use in the area of the site. Based on the discussion below, staff has concluded that the policy amendment is not necessary to support the application.

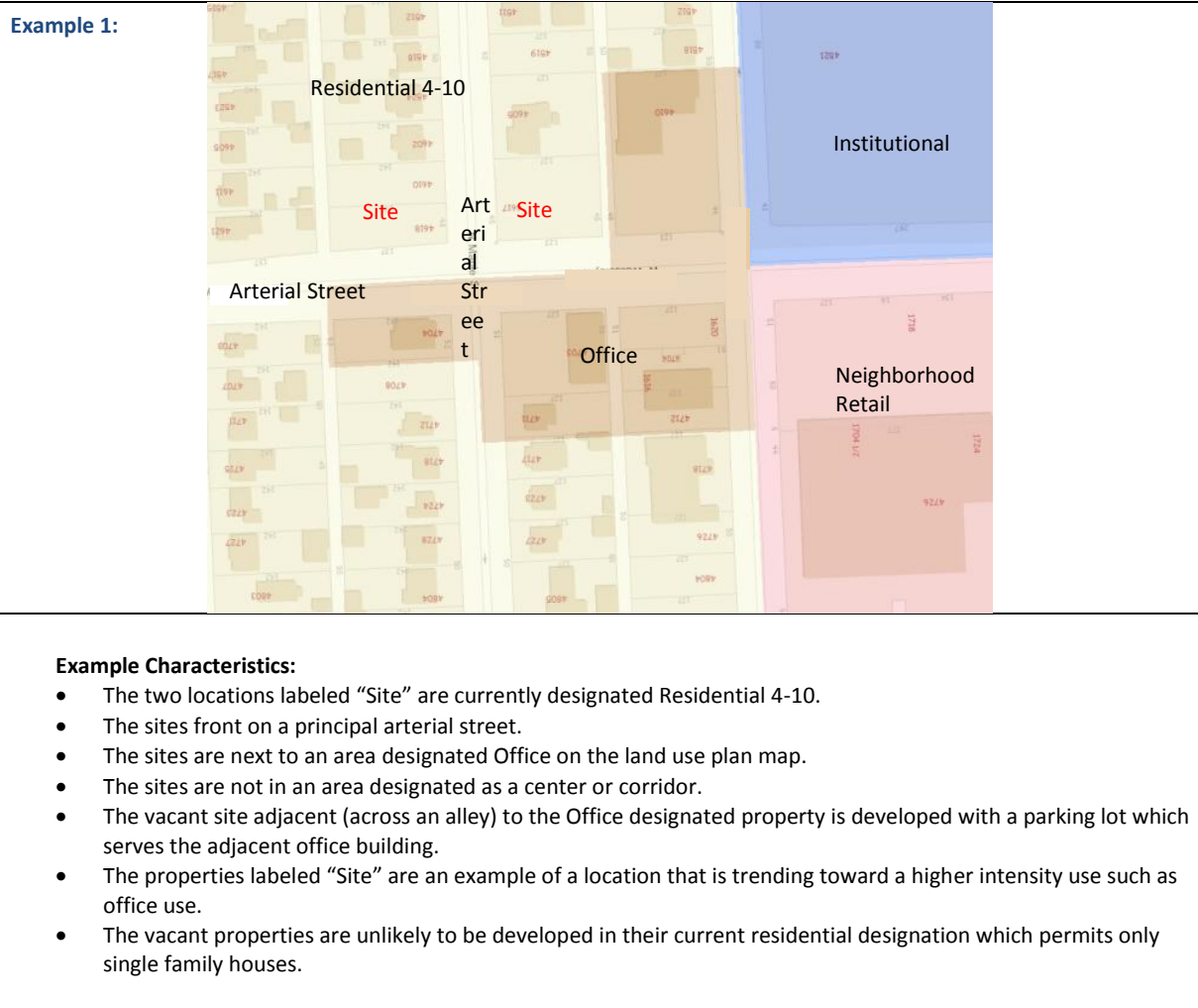
The existing policy LU 1.5 directs the Office designation to centers and corridors. Staff interprets the exception provided under the discussion of this policy as applying to the Cancer Care Associates location for the following reasons:

1. The designation of the site for office use would serve “as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street.” The intent is to provide a buffer or transition land use between higher intensity activities (principal arterials and commercial uses) and lower intensity uses like residential areas.
2. The land use plan map amendment site is adjacent to Interstate 90 which is classified as a principal arterial – controlled access high capacity. The site has frontage on 5th Avenue which is a minor arterial. However, because there is no intervening land between 5th

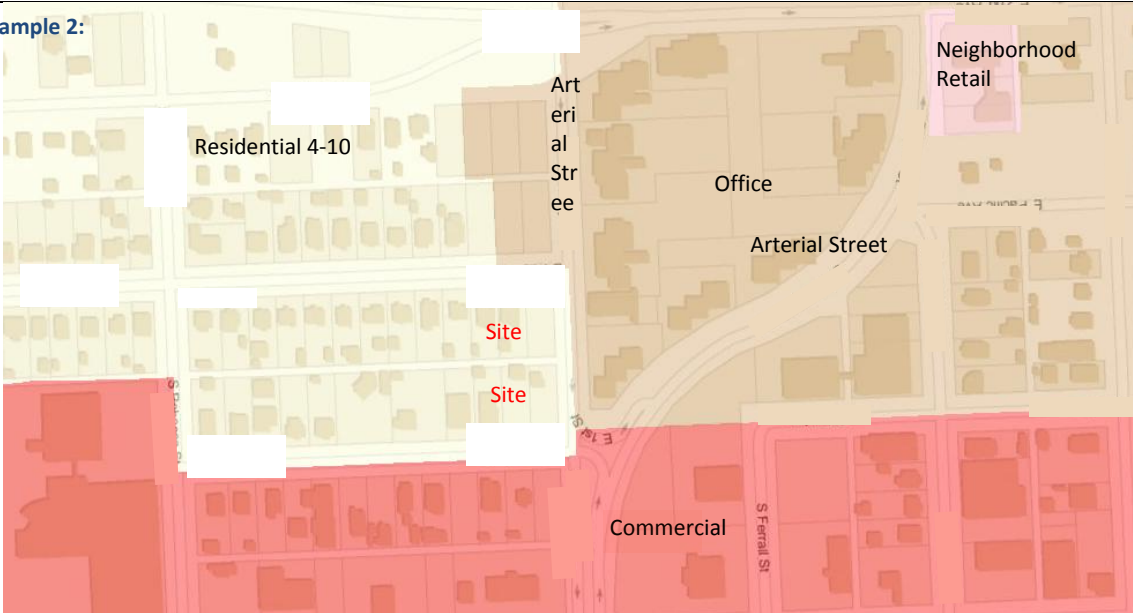
Avenue and Interstate 90, staff concludes that the site of the proposed amendment is adjacent to or adjoins a principal arterial.

3. Higher intensity commercial uses are located across Interstate 90 to the north of the site.
4. The proposed Office designation provides a transitional land use between Interstate 90, the commercial area to the north of Interstate 90 and the residential neighborhood to the south of the amendment site
5. The site of the proposed land use plan map amendment is in an area that is trending toward office development. Substantial office development has occurred on blocks to the west of the site. In addition, major office users close to the site have been acquiring land that is currently zoned for residential use in anticipation of future expansion. The area has been zoned for higher density residential use since the late 1950's and there has been minimal higher density housing constructed in the surrounding area.

Hypothetical examples of locations where Policy LU 1.5 supports office use: Examples 1 and 2 below show locations that demonstrate a trend toward office use and serve as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. If a property owner was interested in pursuing a land use plan map amendment, it would be subject to the Comprehensive Plan Amendment process. Impact analysis on delivery of city services would occur through the amendment process and also through site-specific development review and approval.



Example 2:



Example Characteristics:

- The two locations labeled "Site" are currently designated Residential 4-10.
- The sites front on a principal arterial street.
- The sites are across the arterial street from an area designated Office on the land use plan map.
- The sites are not in an area designated as a center or corridor.
- The properties labeled "Site" are an example of a location that is trending toward a higher intensity use such as office use.

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2012-2013 COMPREHENSIVE PLAN AMENDMENTS

□ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. to amend the land use plan map designation from “Residential 15-30” to “Office”. The total size of the proposed land use plan map amendment is 3.25 acres. The site is located east of Sheridan Street and south of 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

□ FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg, to amend the land use plan map designation on two lots from “Office” to “Center and Corridor Core” and on two additional lots from “Residential, 4 to 10 units per acre” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .64 acres. The site is located at the northeast corner of 32nd Avenue and Grand Boulevard. The recommended implementing zoning designation for all lots is Centers & Corridors, Type 1 – District Center (CC1-DC).

□ FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties to amend the land use plan map designation from “Residential 15-30” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

□ FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan recommending a change from “Office” and “Residential 4-10” to “Center and Corridor Core”. The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The recommended implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a comprehensive plan (RCW 36.70A).

B. The City of Spokane adopted a comprehensive plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.

D. All four of the subject comprehensive plan amendment applications were submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle.

E. Staff requested comments from agencies and departments on December 10, 2012. No adverse comments were received from agencies or departments. For the Sonneland Application, File No. Z1200046COMP, additional information was requested related to impacts on the transportation facilities. The traffic studies were reviewed by city staff and determined to be adequate to address these impacts.

F. A public comment period ran from April 29, 2013 to June 22, 2013 which provided a 55 day public comment period. There were no negative comments received regarding File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP. For File No. Z1200046COMP (Sonneland), during the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30 for the land area lying to the south of E. 30th Avenue/E. 31st Avenue. The applicant withdrew this part of the requested land use plan map amendment on May 31, 2013.

G. The Community Assembly received a presentation regarding the draft proposed 2012-2013 comprehensive plan amendments on May 3, 2013 and have been given information regarding the dates of Plan Commission workshops and hearings.

H. The Spokane City Plan Commission held workshops to study the amendments on May 8, May 22, and June 12, 2013.

I. State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on July 29, 2013 for the comprehensive land use plan map and zoning map changes; File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP.

For FILE NO. Z1200046COMP (Sonneland), a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were distributed on July 29, 2013. The mitigation measures are as follows:

1. Any new intersection/driveway at 29th/Stone (south side of 29th) shall be evaluated at the time of a specific project is proposed to the City for such intersection/driveway. The applicant is advised that a new intersection/driveway at this location may be limited to "right-in, right-out only" in order to maintain the function of 29th Avenue and Southeast Boulevard intersection.
2. The east-west connectivity between Martin Street and Southeast Boulevard, generally in the alignment of E. 30th Ave./E. 31st Ave., shall be addressed either as a part of a development agreement or as a part of a traffic study and mitigation for project specific proposals.

The public appeal period for the SEPA determination ended on August 13, 2013.

J. On August 1, 2013, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

K. Notice of the SEPA Checklist and Determination of Non-Significance, the comprehensive plan land use map amendment, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on July 30 and August 7, 2013 and the Official City Gazette on July 24, 2013 and August 7, 2013.

L. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013.

M. The staff reports found that the four comprehensive plan amendment application met all the decision criteria for approval of a comprehensive plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

N. The Plan Commission held a public hearing on the four comprehensive plan amendment applications on August 14, 2013.

O. The early and continuous public participation standards of the Growth Management Act (GMA, RCW 35.70A) and of the City of Spokane development regulations have been met during the consideration of these comprehensive plan amendment applications and persons desiring to make comments and provide testimony have had the opportunity to do so.

By motion and second and a recorded vote, the Plan Commission approved Finding of Facts A through O.

CONCLUSIONS:

A. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for comprehensive plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

By motion and second and a recorded vote, the Plan Commission approved Conclusions A through B.

RECOMMENDATIONS:

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. By a vote of 9 to 0 the Plan Commission recommends to the City Council the approval of a proposed

amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for approximately 3.25 acres including the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" and "Office" to "CC Core" for approximately .64 acres generally located on the east side of S. Grand Blvd between E. 31st Avenue and E. 32nd Avenue. The recommended implementing zoning designation is for all lots is "Centers & Corridors, Type 1 – District Center (CC1-DC)."

FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties. By a vote of 8 to 1, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Residential 15-30" to "CC Core". The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

Recommendations:

By motion and second and a recorded vote, the Plan Commission recommends to the City Council the approval of the proposed Finding of Fact, Conclusion and Recommendation for amendments to the Comprehensive Plan, as written.



**Michael Ekins, President
Spokane Plan Commission**

August 14, 2013



PLANNING & DEVELOPMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013
Spokaneplanning.org

Public Comment received for:

Z1200043-COMP – Cancer Care

No public comment has been received on this application.

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35027

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

KEN PELTON 625-6063

Contact E-Mail

KPELTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ORDINANCE Z1200044

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Application #Z1200044COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard;

Summary (Background)

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

BudgetAccount3

#

Approvals**Dept Head**

CHESNEY, SCOTT

Division Director

QUINTRALL, JAN

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PC 8/14/13 - PCED

Distribution List

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schesney@spokanecity.org

kpelton@spokanecity.org

dhume@spokane-landuse.com

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and amending the zoning map from "Office (O-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 1, District Center" (CC-1, DC)."

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. _____

AN ORDINANCE RELATING TO APPLICATION #Z1200044COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" AND "RESIDENTIAL 4-10" TO "CC-CORE" FOR .64 ACRES LOCATED AT THE NORTHEAST CORNER OF 32ND AVENUE AND GRAND BOULEVARD; AND AMENDING THE ZONING MAP FROM "OFFICE (O-35)" and "RESIDENTIAL SINGLE FAMILY (RSF)" TO "CENTERS & CORRIDORS TYPE 1, DISTRICT CENTER" (CC-1, DC)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1200044COMP was timely submitted to the City for consideration during the City's 2013 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1200044COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "CC-Core" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard; and amending the zoning map from "Office (O-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 1, District Center (CC-1, DC); and

WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and

WHEREAS, the Spokane City Plan Commission held workshops regarding the proposed Comprehensive Plan amendments on May 8, 2013, May 22, 2013 and June 12, 2013; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; and

WHEREAS, notice was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and

occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013; and

WHEREAS, staff report found that Application Z1200044COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the Application Z1200044COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1200044COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 8 to 0 to recommend approval of Application Z1200044COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200044COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Residential 15-30" to "Office" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "RMF" to "O-35" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Ben Stuckart, Council President

Attest:

City Clerk

Dated: _____

David A. Condon, Mayor


Approved as to form:

Assistant City Attorney

Comprehensive Plan Amendment Z1200044COMP- Carlberg Exhibit A- Proposed Land Use

DATE: August, 2013
USER: Planning & Development


Legend

 Parcels- Carlberg
Z1200044

 Parcels

Proposed LandUse

 Residential 4-10

 Residential 15-30

 Residential 15+

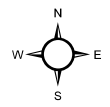
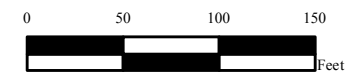
 Office

 CC Core

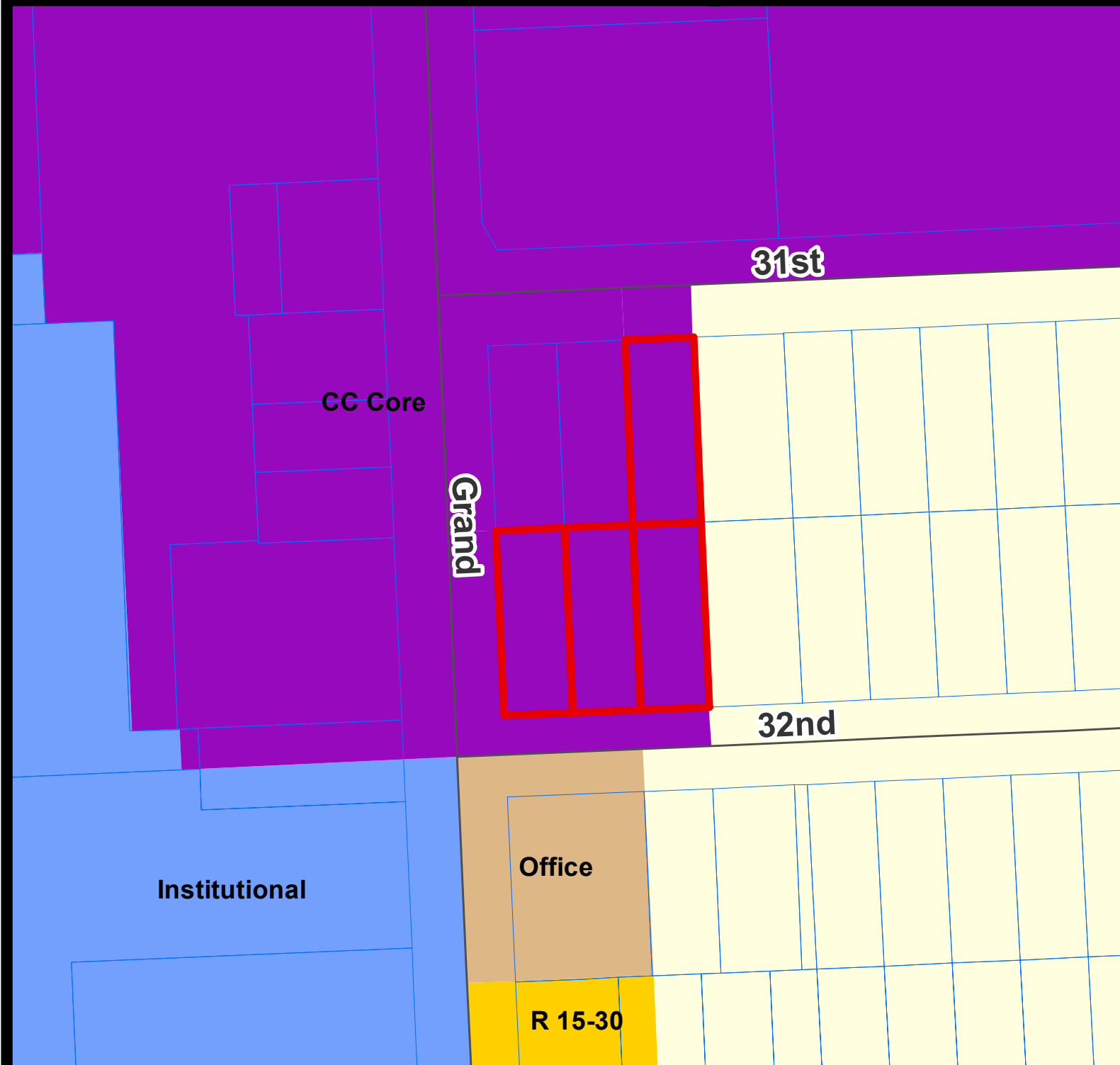
 Institutional

 Street

Locational Map



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Comprehensive Plan Amendment Z1200044COMP- Carlberg Exhibit B- Proposed Zoning


DATE: August, 2013
USER: Planning & Development


Legend

 Parcels- Carlberg
Z1200044


 Parcels


Proposed Zoning

 Center and Corridor Type 1

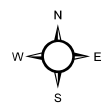
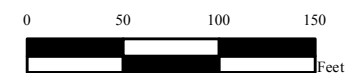
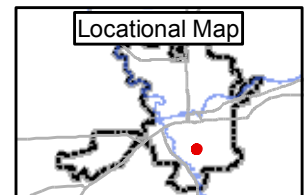
 Center and Corridor Type 2

 Office

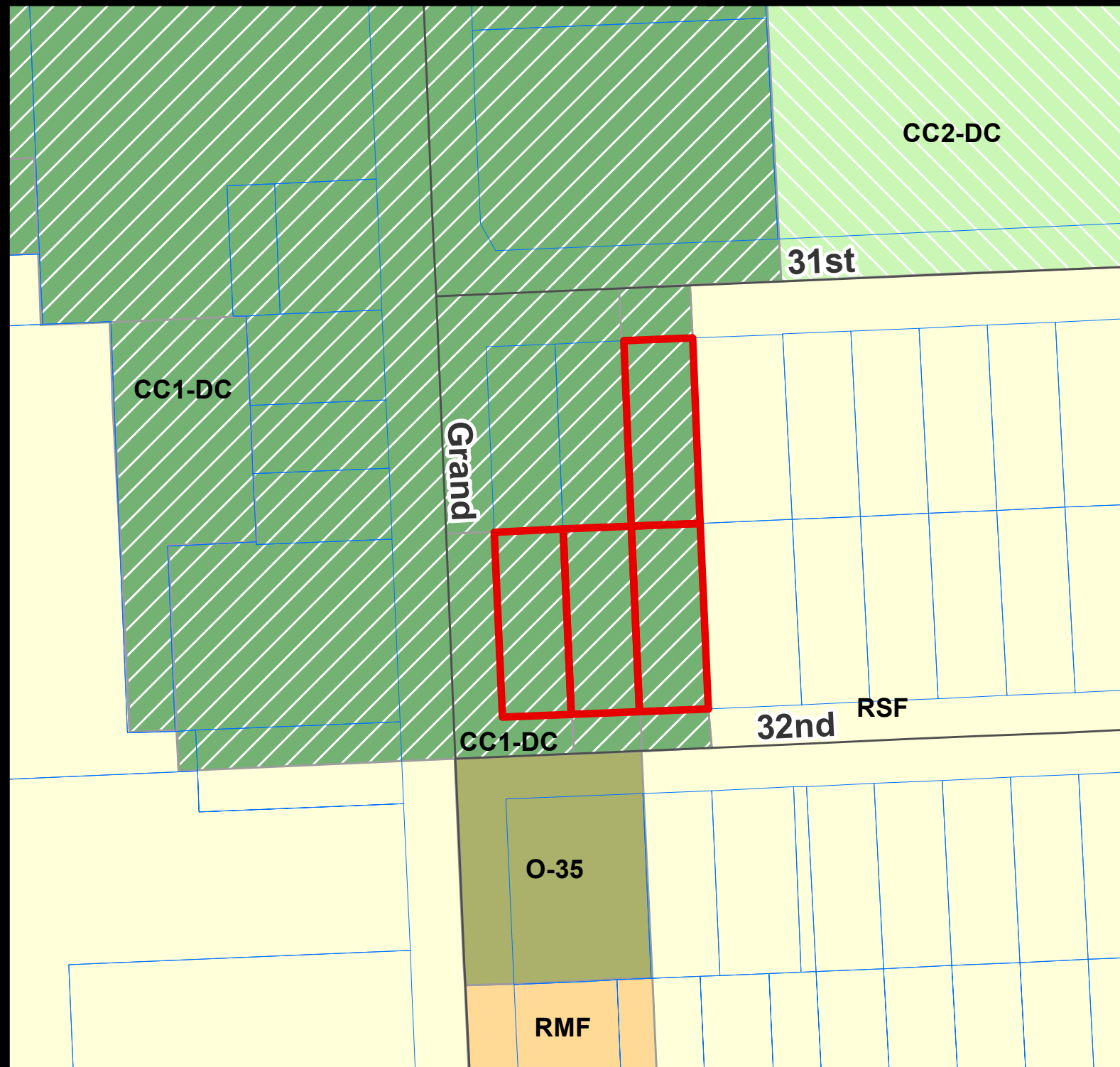
 Residential Multifamily

 Residential Single-Family

 Street



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
FILE NO. Z1200044-COMP CARLBERG**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL: This proposal is to change the land use of two parcels from “Office” to “CC Core” and to change the land use on two additional parcels from “Residential, 4 to 10 units per acre” to “CC Core”. The approximate combined size of the four lots is .64 acres. The applicant owns two additional parcels adjacent to this proposal that are designated “CC Core” on the City of Spokane Land Use Map. If approved, the zoning for all four parcels would be Centers & Corridors, Type 1 – District Center (CC1-DC).

II. GENERAL INFORMATION:

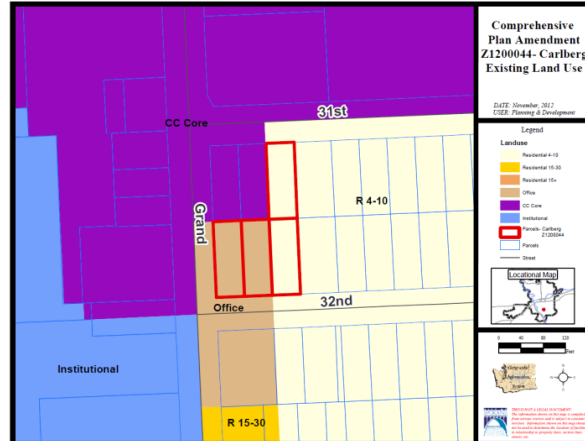


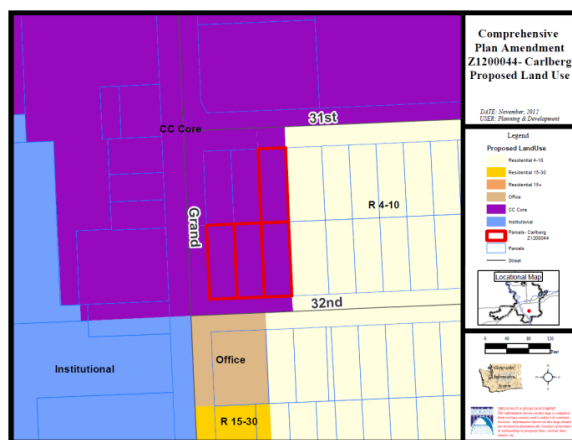
Agent:	Dwight Hume
Applicant/Property Owner(s):	Tim Carlberg
Location of Proposal:	This proposal is generally located on the east side of S. Grand Blvd between E. 31 st Avenue and E. 32 nd Avenue extending east 3 parcels in depth to the east. The parcel numbers are 35322.1602; 35322.1607; 35322.1606; and 35322.1605. The parcel addresses are 614 E. 31 st Avenue; 603, 607, and 611 E. 32 nd Avenue. (NW ¼ of Section 32, T25N, R42.W.M.)
Existing Land Use Plan Designation:	Office and Residential 4 to 10 units per acre
Proposed Land Use Plan Designation:	CC Core (Centers & Corridors Core)
Existing Zoning:	O-35 (Office 35ft height limit) and RSF (Residential Single Family)
Proposed Zoning:	CC1-DC (Centers & Corridors Type 1, District Center)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on July 29, 2013. The appeal period closed on August 13, 2013.

Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Tirrell Black, AICP, Assistant Planner; tblack@spokanecity.org

III. FINDINGS OF FACT:

- A. Site Description: The parcels contain single family residences. The parcels are located to the east of an existing commercial building and an espresso stand. The sites with an address on 31st Avenue face Manito Shopping Center and property owned by Washington Trust Bank. The sites with an address on 32nd Avenue are across the street from a dental office. Across Grand Street is a US Postal Office. To the south of 32nd Avenue on the west side of Grand is an entrance to Sacajawea Middle School.
- B. Project Description: This proposal is to change the land use of two parcels from “Office” to “CC Core” and to change the land use on two additional parcels from “Residential, 4 to 10 units per acre” to “CC Core”. The approximate combined size of the four lots is .64 acres. The applicant owns two additional parcels in this vicinity that are designated “CC Core” on the City of Spokane Land Use Map. If approved, the zoning for all four parcels would be Centers & Corridors, Type 1 – District Center (CC1-DC).
- C. Existing Land Use Plan Map Designations



D. Proposed Land Use Plan MapE. Zoning and Land Use Designation History:

These parcels are located in a section of the city that was annexed in December 1907. The zoning designation in 1929 was single-family residential. On the 1975 zoning map, the property is zoned as a commercial zone (B2) to the north and a multi-family zoning (R3) in the southern section. The zoning categories were updated in 2005 as part of the Grand District planning process to Office (O-35) and CC1-DC. These zone categories are reflective of the current land use plan map designations of Office and CC-Core.

F. Adjacent Land Use:

The current uses of adjacent properties include the Manito Shopping Center to the immediate north of the site (across East 31st Avenue). To the east of the site are single-family residences. To the south of the site, there is a dental office and a single family residence. To the west of the site, across South Grand Boulevard, is located a US Post Office and another small commercial building.

G. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.H. Procedural Requirements:

- Application was submitted on October 30, 2012;
- Applicant was provided Notice of Application on April 22, 2013;
- Notice of Application was posted, published, and mailed on April 29, 2013, which began a 60 day public comment period;
- A SEPA Determination of Non Significance was issued on July 29, 2013;
- Notice of Public Hearing was posted and mailed by July 30, 2013;
- Notice of Public Hearing was published on July 31, 2013 and August 7, 2013;
- Hearing Date is scheduled with the Plan Commission on August 14, 2013.

IV. DEPARTMENT REPORTS and PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file.

No written public comment has been received on this proposal.

V. CONCLUSIONS

SMC 17G.020.030 provides the criteria for decisions on amendments to the Comprehensive Plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

SMC 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

A. Regulatory Changes.

Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is consistent with the Growth Management Act, and the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The proposed change as recommended by staff would be consistent with these goals.

Based on the evaluation provided in this report, staff concludes that the application is consistent with the Growth Management Act.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with public services and facilities.

Staff concludes that this criterion is met.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criteria is not applicable to this proposal. There are no funding shortfall implications.

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: The proposal does not result in the need for other amendments to the Comprehensive Plan amendments or development regulations.

The applicant provided applicable Goals and Policies from the Comprehensive Plan to support their request for Land Use Plan Map Amendment, including the following:

Goal “LU 3 Efficient Land Use” Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Policy “LU 3.2 Centers and Corridors” states: *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourages a mix of uses and activities around which growth is focused.* The discussion for this policy is lengthy, but during the District Center discussion, a general size of 30 to 50 square blocks is mentioned. Using a simple calculation of a block as 300x300 feet or 2.06 acres, a small District Center might be 61 acres in size. It is also to be noted that the difference between thirty and fifty square blocks is dramatic and meant to be conceptual guidance language, not in itself an inflexible definition.

Policy LU 3.2 discussion also mentions encouraging building height as a feature of redevelopment. The current size of the Manito District Center is CC-Core Land Use Plan Map designation is 31.70 acres (including right-of-way). This proposal is to increase the CC-Core zoning by .64 acres which is a small increase.

This area is adjacent to Manito Shopping Center, adjacent to Grand Boulevard and directly served by Spokane Transit Bus Line 44. The property owner, Mr. Carlberg, currently owns six adjacent parcels: two with CC1-DC zoning, 2 with Office zoning and 2 with RSF zoning. The aggregated parcels are an incentive to redevelop this property. The applicant has stated that the current land use map plan designations and associated zoning pattern is a hindrance to redevelopment of this property in the future. Staff agrees that a unified zoning designation is a benefit to site redevelopment possibilities.

Staff concludes that this criterion is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

i. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

ii. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: This site is located adjacent to an area already designated CC-Core (Manito Shopping Center). Two of the parcels in common ownership are already designated CC-Core. The other four parcels under common ownership (6 in total) are in two other land use map designations and zoning categories. Allowing for a combined aggregated property located within one zoning category allows the zoning ordinance to operate more effectively on this property if it becomes redeveloped.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land

use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on July 29, 2013.

Staff concludes that this criterion is met.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: A Trip Generation and Distribution Letter (TGDL) was prepared by Sunburst Engineering dated January 30, 2013. This was reviewed by City of Spokane Engineering Division of Developer Services and no capacity issues with traffic were identified that need to be addressed at this level of planning. Any specific site development impacts will be addressed at time of building permit, when and if that occurs. All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal.

Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: This criterion is not applicable.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from

feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment.

Staff concludes that this criterion is not applicable to this proposal.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Relevant facts: The applicable Comprehensive Plan Policies have been addressed previously in Criterion E. above.

Staff concludes that the proposed amendment and recommended additional staff changes are consistent with the Comprehensive Plan.

- b. The map amendment or site is suitable for the proposed designation;

Relevant facts: This site is adjacent to Manito Shopping Center, Grand District Center, Grand Boulevard, and is directly served by STA Route 44. Staff finds that it is a suitable site.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: Staff finds that the proposed amendment and staff recommended amendments are consistent with the Comprehensive Plan policies as discussed above.

Staff concludes that this amendment and staff recommendations would implement the Comprehensive Plan better than the current land use plan designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language

changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: The applicant has requested a corresponding change in the zoning classification to occur if the change to CC-Core Land Use Plan Map designation is made. The applicant has requested CC1-DC zoning which matches the surrounding zoning designation. This zoning designation has development standards set in Spokane Municipal Code section 17C.122.

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;
- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or
- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the

relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

VI. RECOMMENDATIONS

STAFF CONCLUSION: Staff recommends that this Comprehensive Plan Land Use Map Amendment request be approved. Following approval of the requested change to CC-Core designation on the Land Use Plan Map, staff recommends approval of the requested change in zoning to CC1-DC.

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2012-2013 COMPREHENSIVE PLAN AMENDMENTS

□ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. to amend the land use plan map designation from “Residential 15-30” to “Office”. The total size of the proposed land use plan map amendment is 3.25 acres. The site is located east of Sheridan Street and south of 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

□ FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg, to amend the land use plan map designation on two lots from “Office” to “Center and Corridor Core” and on two additional lots from “Residential, 4 to 10 units per acre” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .64 acres. The site is located at the northeast corner of 32nd Avenue and Grand Boulevard. The recommended implementing zoning designation for all lots is Centers & Corridors, Type 1 – District Center (CC1-DC).

□ FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties to amend the land use plan map designation from “Residential 15-30” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

□ FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan recommending a change from “Office” and “Residential 4-10” to “Center and Corridor Core”. The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The recommended implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a comprehensive plan (RCW 36.70A).

B. The City of Spokane adopted a comprehensive plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.

D. All four of the subject comprehensive plan amendment applications were submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle.

E. Staff requested comments from agencies and departments on December 10, 2012. No adverse comments were received from agencies or departments. For the Sonneland Application, File No. Z1200046COMP, additional information was requested related to impacts on the transportation facilities. The traffic studies were reviewed by city staff and determined to be adequate to address these impacts.

F. A public comment period ran from April 29, 2013 to June 22, 2013 which provided a 55 day public comment period. There were no negative comments received regarding File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP. For File No. Z1200046COMP (Sonneland), during the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30 for the land area lying to the south of E. 30th Avenue/E. 31st Avenue. The applicant withdrew this part of the requested land use plan map amendment on May 31, 2013.

G. The Community Assembly received a presentation regarding the draft proposed 2012-2013 comprehensive plan amendments on May 3, 2013 and have been given information regarding the dates of Plan Commission workshops and hearings.

H. The Spokane City Plan Commission held workshops to study the amendments on May 8, May 22, and June 12, 2013.

I. State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on July 29, 2013 for the comprehensive land use plan map and zoning map changes; File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP.

For FILE NO. Z1200046COMP (Sonneland), a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were distributed on July 29, 2013. The mitigation measures are as follows:

1. Any new intersection/driveway at 29th/Stone (south side of 29th) shall be evaluated at the time of a specific project is proposed to the City for such intersection/driveway. The applicant is advised that a new intersection/driveway at this location may be limited to "right-in, right-out only" in order to maintain the function of 29th Avenue and Southeast Boulevard intersection.
2. The east-west connectivity between Martin Street and Southeast Boulevard, generally in the alignment of E. 30th Ave./E. 31st Ave., shall be addressed either as a part of a development agreement or as a part of a traffic study and mitigation for project specific proposals.

The public appeal period for the SEPA determination ended on August 13, 2013.

J. On August 1, 2013, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

K. Notice of the SEPA Checklist and Determination of Non-Significance, the comprehensive plan land use map amendment, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on July 30 and August 7, 2013 and the Official City Gazette on July 24, 2013 and August 7, 2013.

L. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013.

M. The staff reports found that the four comprehensive plan amendment application met all the decision criteria for approval of a comprehensive plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

N. The Plan Commission held a public hearing on the four comprehensive plan amendment applications on August 14, 2013.

O. The early and continuous public participation standards of the Growth Management Act (GMA, RCW 35.70A) and of the City of Spokane development regulations have been met during the consideration of these comprehensive plan amendment applications and persons desiring to make comments and provide testimony have had the opportunity to do so.

By motion and second and a recorded vote, the Plan Commission approved Finding of Facts A through O.

CONCLUSIONS:

A. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for comprehensive plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

By motion and second and a recorded vote, the Plan Commission approved Conclusions A through B.

RECOMMENDATIONS:

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. By a vote of 9 to 0 the Plan Commission recommends to the City Council the approval of a proposed

amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for approximately 3.25 acres including the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" and "Office" to "CC Core" for approximately .64 acres generally located on the east side of S. Grand Blvd between E. 31st Avenue and E. 32nd Avenue. The recommended implementing zoning designation is for all lots is "Centers & Corridors, Type 1 – District Center (CC1-DC)."

FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties. By a vote of 8 to 1, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Residential 15-30" to "CC Core". The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

Recommendations:

By motion and second and a recorded vote, the Plan Commission recommends to the City Council the approval of the proposed Finding of Fact, Conclusion and Recommendation for amendments to the Comprehensive Plan, as written.



**Michael Ekins, President
Spokane Plan Commission**

August 14, 2013

Public Comment received for:

Z1200044-COMP – Carlberg



PLANNING & DEVELOPMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013
Spokaneplanning.org

One public comment has been received on this application and is attached.

Black, Tirrell

From: Whitney Welch <whit@jumpylegs.com>
Sent: Monday, August 26, 2013 10:41 AM
To: Black, Tirrell
Subject: Z1200044COMP Land Use Map Changes

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Tirrell,

I live at 807 E. 32nd Ave. The rentals at the end of the block at Grand and 32nd Ave are apparently changing to a possible business and I was just out of the notification area so I just found out about this. I did see the sign but could not attend the meeting due to summer activities with my kids.

This block has mostly home owners with no apartments and a very quite dental office. I've talked to alot of my neighbors about this and we are against a business moving in. The street has acquired more traffic in the last year since Ross has moved in plus the merge on Grand and our narrow street lead to very poor traffic flow. The snow makes it even worse at this intersection.

I intend to fight this change and will petition all my neighbors as well. Alot of us like our semi quiet street and many of us have small families.

The notification area did not include the whole block so this is news to many of us.

I moved here from San Francisco 8 years ago and am very happy with my neighborhood as it is. I've been on the PTG board at Jefferson Elementary for years and I'm a quality auditor with a eye for detail and persistence. I do not intend to move per the value of my house declining because of more traffic on my street and businesses getting too close.

Please let me know if I need to forward this to other parties,

Whitney Welch
Home owner with Charles Welch & 2 kids
509-475-5102 cell

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35028

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

KEN PELTON 625-6063

Contact E-Mail

KPELTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ORDINANCE Z1200045

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Application #Z1200045COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "CC-Core" for .29 acres located at the southeast corner of 29th Avenue and Fiske Street;

Summary (Background)

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

CHESNEY, SCOTT

Study Session**Division Director**

QUINTRALL, JAN

Other

PC 8/14/13 - PCED

Finance

LESESNE, MICHELE

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Purchasing

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dhume@spokane-landuse.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and amending the zoning map from "Residential Multifamily (RMF)" to "Centers & Corridors Type 2, District Center" (CC-2, DC)."

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. _____

AN ORDINANCE RELATING TO APPLICATION #Z1200045COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "CC-CORE" FOR .29 ACRES LOCATED AT THE SOUTHEAST CORNER OF 29TH AVENUE AND FISKE STREET; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTIFAMILY (RMF)" TO "CENTERS & CORRIDORS TYPE 2, DISTRICT CENTER" (CC-2, DC)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1200045COMP was timely submitted to the City for consideration during the City's 2013 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1200045COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "CC-Core" for .29 acres located at the southeast corner of 29th Avenue and Fiske Street; and amending the zoning map from "Residential Multifamily (RMF)" to "Centers & Corridors Type 2, District Center (CC-2, DC); and

WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and

WHEREAS, the Spokane City Plan Commission held workshops regarding the proposed Comprehensive Plan amendments on May 8, 2013, May 22, 2013 and June 12, 2013; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; and

WHEREAS, notice was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and

occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013; and

WHEREAS, staff report found that Application Z1200045COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the Application Z1200045COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1200045COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 7 to 1 to recommend approval of Application Z1200045COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200045COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Residential 15-30" to "CC-Core" for .29 acres located at the northeast corner of 29th Avenue and Fiske Street as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "RMF" to "CC2-DC" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Ben Stuckart, Council President

Attest:

City Clerk

Dated: _____

David A. Condon, Mayor



Approved as to form:

Assistant City Attorney







Comprehensive Plan Amendment Z1200045COMP- Alton Exhibit A- Proposed Land Use

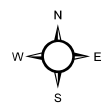
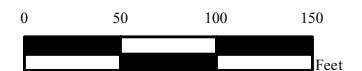
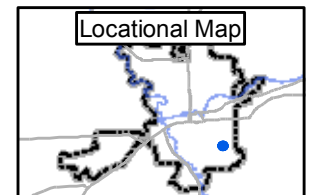
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USER: Planning & Development

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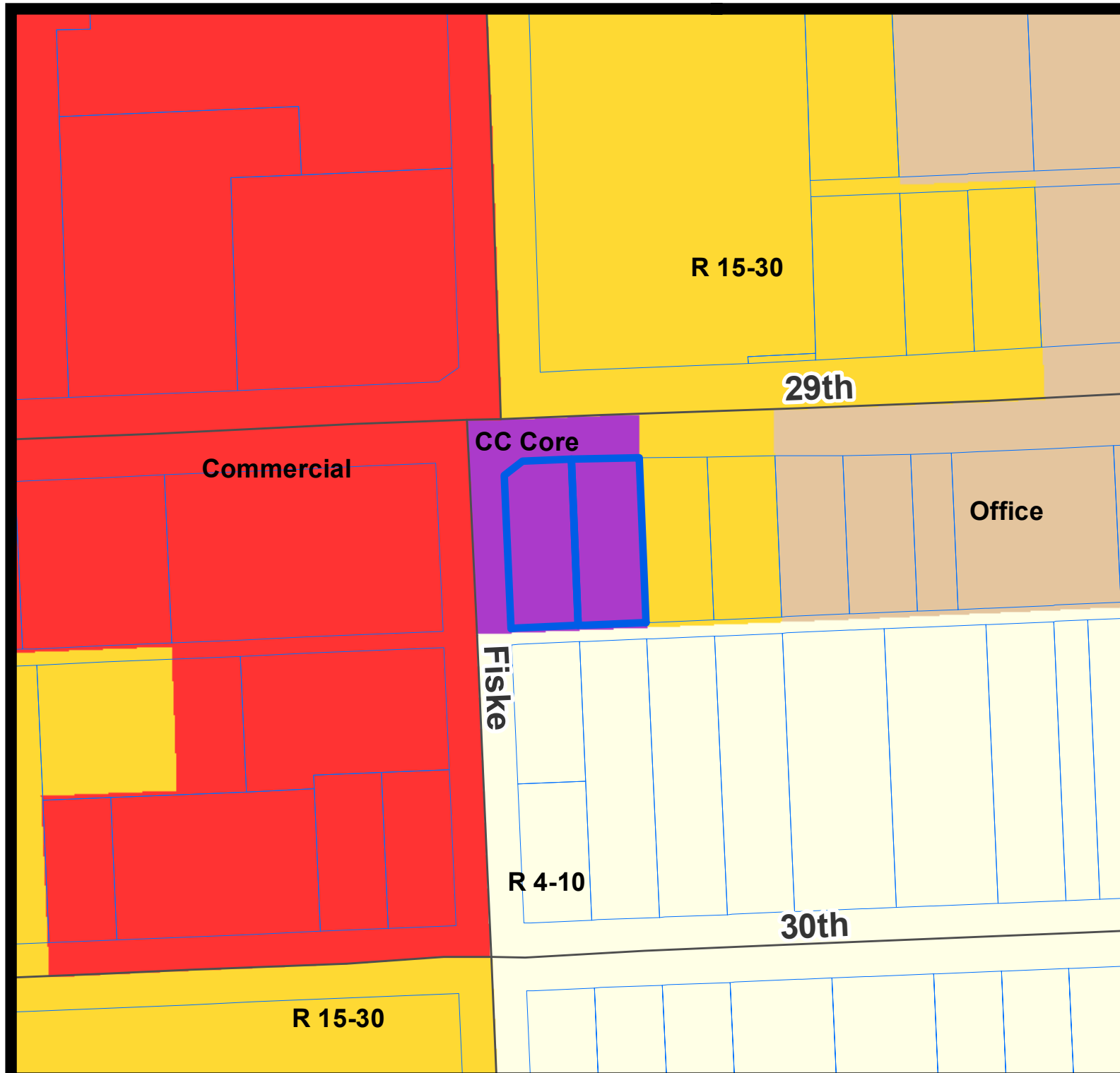
-  Parcels- Alton Z1200045
-  Parcels

Proposed LandUse

-  Residential 4-10
-  Residential 15-30
-  Office
-  General Commercial
-  CC Core
-  Street





THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.









Comprehensive Plan Amendment Z1200045COMP- Alton Exhibit B- Proposed Zoning

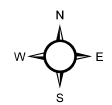
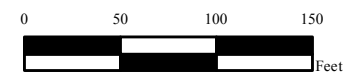
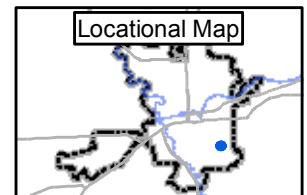
DATE: August, 2013
USER: Planning & Development

Legend

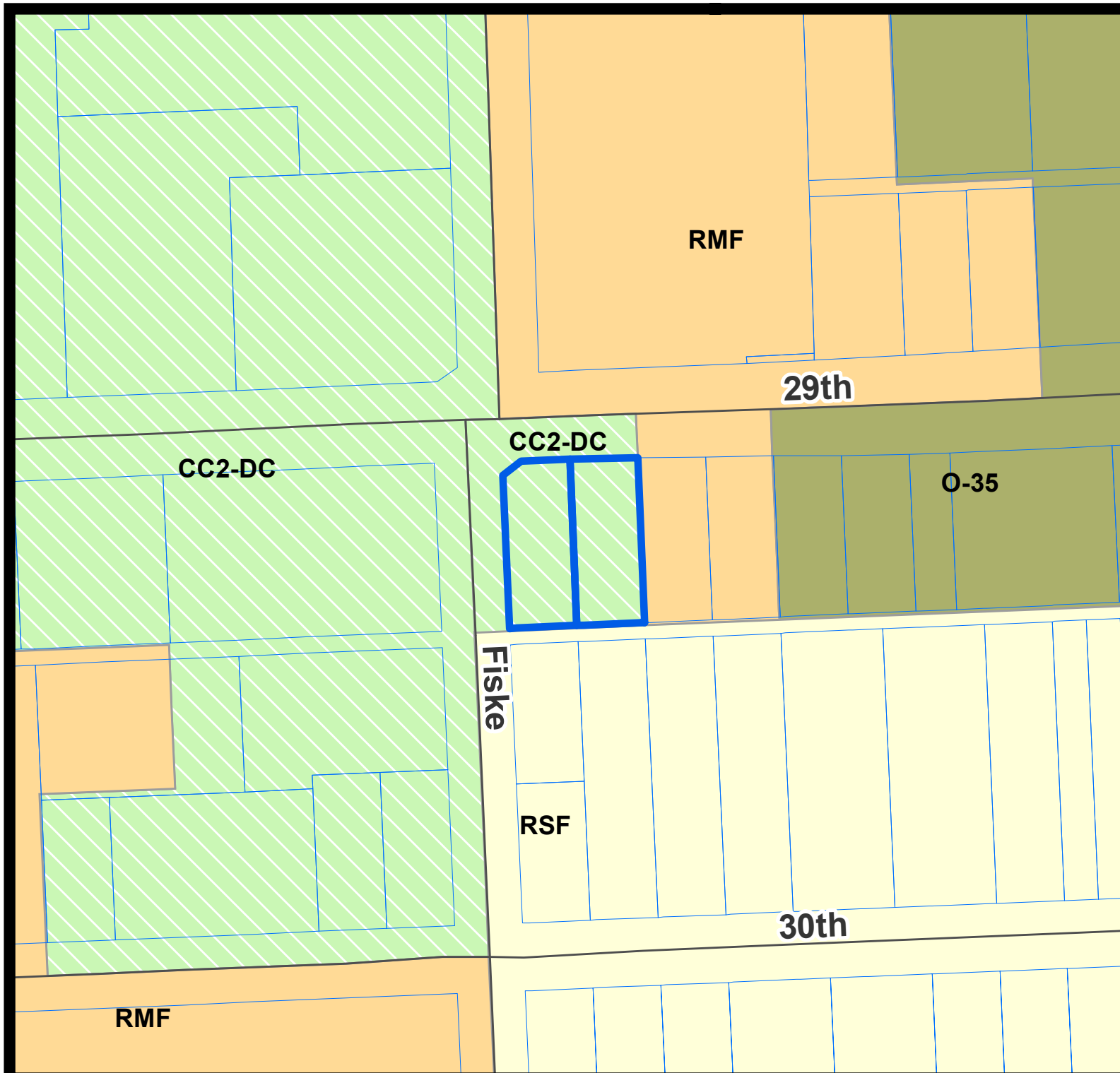
-  Parcels- Alton Z1200045
-  Parcels

Proposed Zoning

-  Center and Corridor Type 2
-  Office
-  Office Retail
-  Residential Multifamily
-  Residential Single-Family
-  Street



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
FILE NO. Z1200045-COMP, Alton Application**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

This proposal is to change the land use designation of the subject property from “Residential 15-30” to “General Commercial.” If approved, the 12,400 square foot (0.29 acre) parcel would be zoned Center and Corridor, Type 2, District Center (CC2-DC) and could be developed with future development consistent with the retail, business, service and other uses permitted within that zoning category. No specific development proposal has been offered at this time.

II. GENERAL INFORMATION:

Agent:	Dwight Hume
Applicant/Property Owner(s):	Duane Alton, Alton Properties
Location of Proposal:	The property consists of two lots totaling approximately 12,400 square feet located at the southeast corner of the Fiske Street and 29th Avenue intersection. The assigned addresses are 3102 and 3108 E 29th Avenue. The parcel numbers are 35342.0301 and 35342.0302. The property is in the City of Spokane, WA in the NW ¼ of Section 34, Township 25N, Range 43 E.W.M.
Legal Description	Lots 1 and 2, Block 58 Lincoln Heights, Except Street
Existing Land Use Plan Designation:	“Residential 15-30”
Proposed Land Use Plan Designation:	“General Commercial”
Existing Zoning:	Residential Multifamily (RMF)
Proposed Zoning:	Center and Corridor, Type 2, District Center (CC2-DC)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on July 29, 2013. The appeal period closed on August 13, 2013.
Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Andrew Worlock, Associate Planner; aworlock@spokanecity.org



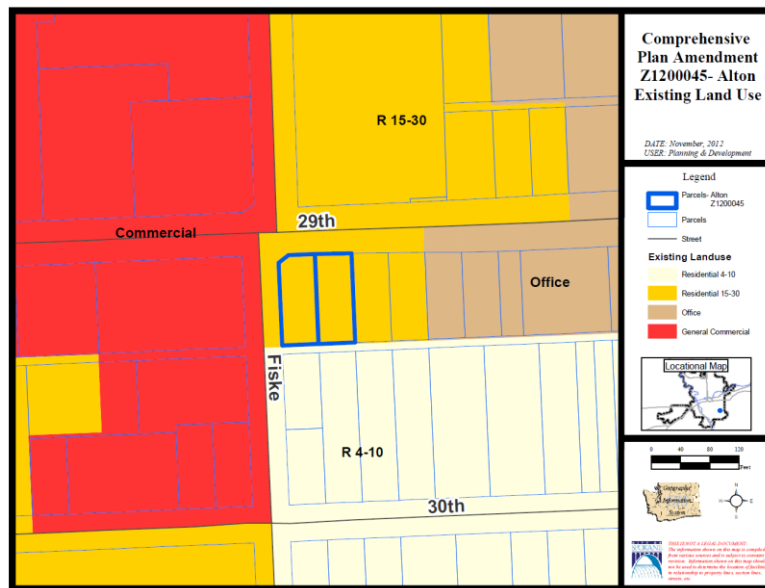
III. FINDINGS OF FACT:

- A. Site Description: The property consists of two platted lots with a combined area of approximately 12,400 square feet (0.29 acres) at the southeast corner of the Fiske Street and 29th Avenue intersection. The property is vacant and consists mostly of a flat, graveled surface. Overall, the site rises gently from north to south and from west to east. Along the east border, a short, steep bank rises 7 to 10 feet from the graveled portion of the site to form the boundary between the site and the adjoining residential property (tri-plex) to the east. An unpaved alley runs east to west along the south side of the property. South of that are single family residences. Across Fiske Street to the west, are commercial uses including fast food restaurants and a tire store. Directly north, on the north side of 29th Avenue there is a multifamily housing complex. Beyond that to the west are commercial uses and multifamily and office uses to the east.
- B. Project Description: This proposal is to change the land use designation of two parcels from "Residential 15-30" to "General Commercial," making their designation match the land use designation of the adjoining commercial properties within the Lincoln Heights District Center. The approximate combined size of the property is 12,400 square feet (0.29 acres). If approved, the zoning for the parcels would be Centers & Corridors, Type 2 – District Center (CC2-DC). No specific plans for the development of the property have been presented. Subsequent

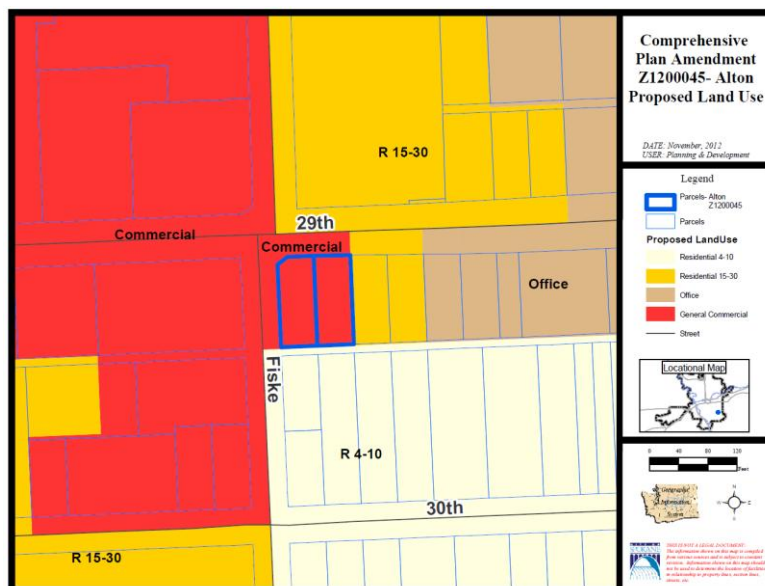
development would be allowed in accordance with the approved zoning designation and other provisions of the City's unified development code.

According to information on the Washington Secretary of State website, the applicant/property owner is the registered agent of Swan Lake LLC, a Washington State Limited Liability Corporation. Swan Lake LLC owns four additional parcels in this vicinity that are designated "General Commercial" on the City of Spokane Land Use Map and are developed with a retail automotive tire store and service center. At this time, other than the common ownership interests, there is no relationship between the project site and the tire store property.

Existing Land Use Plan Map Designations



C. Proposed Land Use Plan Map



D. Zoning and Land Use Designation History:

The property is located in a section of the city that was annexed in December 1907. The zoning designation in 1929 was single-family residential. The property has been zoned Residential Multifamily since 2006. Prior to that it had been zoned “R3”.

E. Adjacent Land Use:

The property is in an area which has developed over time with a mix of commercial, retail, office and residential uses. The Lincoln Heights Shopping Center is the northwest of the site (across 29th Avenue). Directly north is a multifamily apartment complex. To the east of the site is a multi-family residence (a triplex) and east of that are a single family residence, an art store and dental/medical offices. To the south and southeast, there is a single family neighborhood with housing stock ranging from the early 1900's through the 1990's. To the west of the site, across Fiske Street are commercial uses including fast food restaurants, a tire store, a hardware store and various other small commercial buildings.

F. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.**G. Procedural Requirements:**

- Application was submitted on October 30, 2012 and Certified Complete on January 11, 2013;
- Applicant was provided Notice of Application on April 22, 2013;
- Notice of Application was posted, published, and mailed on April 29, 2013, which began a 55 day public comment period. The comment period ended June 22, 2013;
- The applicant made a presentation regarding the proposal to the Lincoln Heights Neighborhood Council on July 16th, 2013;
- A SEPA Determination of Non Significance was issued on July 29, 2013;
- Notice of Public Hearing was posted and mailed by July 30, 2013;
- Notice of Public Hearing was published on July 31, 2013 and August 7, 2013;
- Hearing Date is scheduled with the Plan Commission for August 14, 2013.

IV. DEPARTMENT REPORTS and PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file.

As of the date of the staff report, no written public comment had been received regarding this proposal.

V. CONCLUSIONS

SMC 17G.020.030 provides the criteria for decisions on amendments to the Comprehensive Plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

SMC 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

A. Regulatory Changes.

Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is being considered and processed in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code. There are no known recent state, federal or local legislative actions with which the proposal would be in conflict. Staff concludes this criterion is met.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The two goals that are most directly related to the land use element state:

- ◆ *Urban growth. “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.”*
- ◆ *Reduce sprawl. “Reduce the inappropriate conversion of undeveloped land into sprawling, low density development.”*

Based on the evaluation provided elsewhere in this report, staff concludes that the application is consistent with these and the rest of the GMA Planning goals and the overall purpose of the Growth Management Act.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with any public services and facilities. Staff concludes that this criterion is met.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criteria is not applicable to this proposal. There are no funding shortfall implications.

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: The proposal does not result in the need for other amendments to the Comprehensive Plan amendments or development regulations.

The applicant provided a discussion of the applicable Goals and Policies from the Comprehensive Plan which support their request for the Land Use Plan Map Amendment. Staff has reviewed and concurs with the analysis prepared by the applicant and offers the additional analysis:

Goal “LU 3 Efficient Land Use” Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Policy “LU 3.2 Centers and Corridors” states: *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.*

The discussion for this policy is lengthy but suggests that centers should be designated for those areas which can encourage and support the intensity and diversity of land uses which are needed to provide the surrounding neighborhoods

with daily goods and services as well to provide opportunities for higher density housing and amenities which support a walkable, multimodal environment. To accommodate growth, centers must include not only areas of existing higher intensity commercial and mixed use, but also areas for infill and redevelopment. As an infill site near the core of the Lincoln Heights District Center with available infrastructure capacity and ability to be developed with minimal disruption to existing uses in the area, the proposal is consistent with this policy. It is also noted that this proposal is to increase the CC2-DC zoning by just 12,400 s.f. which is a minimal increase.

The land use plan map designation for the existing Lincoln Heights commercial shopping center is General Commercial. The Center and Corridor Core land use plan designation has not been applied to the commercial area of Lincoln Heights because a neighborhood planning process has not been conducted for the Lincoln Heights District Center. Notwithstanding this discrepancy, staff finds that in this instance, the Center & Corridor Core is in fact a more appropriate and internally consistent designation to implement the comprehensive plan policies for this property and will therefore recommend that the amendment be approved with a designation of Center & Corridor Core and zoned CC2-DC as requested.

LU 3.7 “District Centers” states:

Designate the following four locations as district centers on the land use plan map.

- ♦ *Shadle – Alberta and Wellesley;*
- ♦ *Lincoln Heights – 29th and Regal;*
- ♦ *57th and Regal;*
- ♦ *Grand District*

The property, being located one block east of Regal Street and the intersection of 29th Avenue is very close to what is considered the center of the Lincoln Heights District Center. Taking into account the surrounding uses and the development pattern north, west and further east along 29th to Ray Street, the site is a logical infill of the district which adds land area to the district center without expanding its outer boundaries.

LU 3.5 Mix of Uses in Centers states:

Achieve a proportion of uses in centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

Discussion: *Neighborhood, District, and Employment Centers are designated on the land use plan maps in areas that are substantially developed. New uses in centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.*

The applicant concludes and staff agrees that due to the relatively small size and location of this site on a busy arterial across from the Lincoln Heights Shopping Center, it is not a desirable location for small scale multifamily residential development. Thus staff finds that by changing the designation from Residential

15-30 to Center & Corridor Core, the range of potential uses of the site will be expanded and the property can be developed with a new use helping to contribute to the mix of uses in the district center rather than remaining an unproductive gravel lot.

Staff concludes that this criterion is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

i. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

ii. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: This application is being reviewed as part of the annual cycle of comprehensive plan amendments. This site is located adjacent to an area already designated General Commercial as part of the Lincoln Heights District Center and with neighboring uses that have also developed consistent with the types of uses found in district centers (retail, office and multifamily). As such, the inclusion of this property into a Center & Corridor designation is a minimal addition which represents a logical infill rather than an expansion of the outer district boundaries.

The application submitted under file no. Z120046-Comp (Sonneland) is also proposing land use map changes affecting the Lincoln Heights District Center. The Sonneland proposal will add approximately 9.81 acres to the District Center, changing the designation from Office and Residential 4-10 to CC Core. This proposal is located approximately four blocks to the west and is also south of and adjoining 29th Avenue. Together, the two proposals would add approximately 10.1 acres to the district center. Both projects have been evaluated individually for their effect on the comprehensive plan, development regulations and other adopted policies and staff finds that when considered together, neither application creates unforeseen impacts nor are there cumulative effects that are greater than the sum of individual effects. Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on July 29, 2013.

Staff concludes that this criterion is met.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal and no agency or department offered comments suggesting the proposal would affect the City's ability to provide adequate public facilities to the property or surrounding area or consume public resources otherwise needed to support comprehensive plan implementation strategies. Any specific site development impacts can be addressed at time of building permit, when actual site development is proposed. Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: The proposal does not involve amendment of the urban growth area boundary. This criterion is not applicable to this proposal.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment. This criterion is not applicable to this proposal.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Relevant facts: The applicable Comprehensive Plan Policies have been addressed previously in Criterion E. above.

Staff concludes that the proposed amendment as recommended by staff is consistent with the Comprehensive Plan.

- b. The map amendment or site is suitable for the proposed designation;

Relevant facts: This property is a relatively flat and level site located on 29th Avenue very near the core of the Lincoln Heights District Center. It has sufficient area and dimension so that it can easily be developed in accordance with the standards of the CC2-DC zone which will be applied to the property without negatively impacting adjacent or nearby uses and is directly served by STA Route 44. Staff finds that it is a suitable site.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: Staff finds that the proposed amendment and staff recommendation are both consistent with the Comprehensive Plan policies as discussed above.

As noted above, the land use plan map designation for the existing commercial shopping center is General Commercial. The Center and Corridor Core land use plan designation has not been applied to the commercial area of Lincoln Heights because a neighborhood planning process has not been conducted for the Lincoln Heights District Center. Notwithstanding this discrepancy, staff finds that in this instance, the Center & Corridor Core is in fact a more appropriate and internally consistent designation to implement the comprehensive plan policies for this property and will therefore recommend that the amendment be approved with a designation of Center & Corridor Core and zoned CC2-DC as requested.

Staff concludes that this amendment and staff recommendations would implement the Comprehensive Plan better than the current land use plan designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: The applicant has requested a corresponding change in the zoning classification to occur if the change to General Commercial Land Use Plan Map designation is made. The applicant has requested CC2-DC zoning which matches the surrounding zoning designation. This zoning category is commonly used to implement the centers and corridors designation and an appropriate classification for the Centers & Corridors Core designation as recommended by staff. The CC2-DC zoning designation has development standards set in unified development code, Spokane Municipal Code section 17C.122.

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;
- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or
- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

VI. RECOMMENDATIONS

STAFF CONCLUSION: For reasons outlined within this report, staff recommends that this Comprehensive Plan Land Use Map Amendment request be approved with the property designated "Center & Corridor Core" and that the zoning classification of the property be changed to Center and Corridor Type 2 District Center (CC2-DC).

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2012-2013 COMPREHENSIVE PLAN AMENDMENTS

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. to amend the land use plan map designation from “Residential 15-30” to “Office”. The total size of the proposed land use plan map amendment is 3.25 acres. The site is located east of Sheridan Street and south of 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

☐ FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg, to amend the land use plan map designation on two lots from “Office” to “Center and Corridor Core” and on two additional lots from “Residential, 4 to 10 units per acre” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .64 acres. The site is located at the northeast corner of 32nd Avenue and Grand Boulevard. The recommended implementing zoning designation for all lots is Centers & Corridors, Type 1 – District Center (CC1-DC).

☐ FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties to amend the land use plan map designation from “Residential 15-30” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

☐ FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan recommending a change from “Office” and “Residential 4-10” to “Center and Corridor Core”. The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The recommended implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a comprehensive plan (RCW 36.70A).

B. The City of Spokane adopted a comprehensive plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.

D. All four of the subject comprehensive plan amendment applications were submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle.

E. Staff requested comments from agencies and departments on December 10, 2012. No adverse comments were received from agencies or departments. For the Sonneland Application, File No. Z1200046COMP, additional information was requested related to impacts on the transportation facilities. The traffic studies were reviewed by city staff and determined to be adequate to address these impacts.

F. A public comment period ran from April 29, 2013 to June 22, 2013 which provided a 55 day public comment period. There were no negative comments received regarding File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP. For File No. Z1200046COMP (Sonneland), during the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30 for the land area lying to the south of E. 30th Avenue/E. 31st Avenue. The applicant withdrew this part of the requested land use plan map amendment on May 31, 2013.

G. The Community Assembly received a presentation regarding the draft proposed 2012-2013 comprehensive plan amendments on May 3, 2013 and have been given information regarding the dates of Plan Commission workshops and hearings.

H. The Spokane City Plan Commission held workshops to study the amendments on May 8, May 22, and June 12, 2013.

I. State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on July 29, 2013 for the comprehensive land use plan map and zoning map changes; File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP.

For FILE NO. Z1200046COMP (Sonneland), a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were distributed on July 29, 2013. The mitigation measures are as follows:

1. Any new intersection/driveway at 29th/Stone (south side of 29th) shall be evaluated at the time of a specific project is proposed to the City for such intersection/driveway. The applicant is advised that a new intersection/driveway at this location may be limited to "right-in, right-out only" in order to maintain the function of 29th Avenue and Southeast Boulevard intersection.
2. The east-west connectivity between Martin Street and Southeast Boulevard, generally in the alignment of E. 30th Ave./E. 31st Ave., shall be addressed either as a part of a development agreement or as a part of a traffic study and mitigation for project specific proposals.

The public appeal period for the SEPA determination ended on August 13, 2013.

J. On August 1, 2013, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

K. Notice of the SEPA Checklist and Determination of Non-Significance, the comprehensive plan land use map amendment, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on July 30 and August 7, 2013 and the Official City Gazette on July 24, 2013 and August 7, 2013.

L. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013.

M. The staff reports found that the four comprehensive plan amendment application met all the decision criteria for approval of a comprehensive plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

N. The Plan Commission held a public hearing on the four comprehensive plan amendment applications on August 14, 2013.

O. The early and continuous public participation standards of the Growth Management Act (GMA, RCW 35.70A) and of the City of Spokane development regulations have been met during the consideration of these comprehensive plan amendment applications and persons desiring to make comments and provide testimony have had the opportunity to do so.

By motion and second and a recorded vote, the Plan Commission approved Finding of Facts A through O.

CONCLUSIONS:

A. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for comprehensive plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

By motion and second and a recorded vote, the Plan Commission approved Conclusions A through B.

RECOMMENDATIONS:

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. By a vote of 9 to 0 the Plan Commission recommends to the City Council the approval of a proposed

amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for approximately 3.25 acres including the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" and "Office" to "CC Core" for approximately .64 acres generally located on the east side of S. Grand Blvd between E. 31st Avenue and E. 32nd Avenue. The recommended implementing zoning designation is for all lots is "Centers & Corridors, Type 1 – District Center (CC1-DC)."

FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties. By a vote of 8 to 1, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Residential 15-30" to "CC Core". The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

Recommendations:

By motion and second and a recorded vote, the Plan Commission recommends to the City Council the approval of the proposed Finding of Fact, Conclusion and Recommendation for amendments to the Comprehensive Plan, as written.



**Michael Ekins, President
Spokane Plan Commission**

August 14, 2013



PLANNING & DEVELOPMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013
Spokaneplanning.org

Public Comment received for:

Z1200045-COMP – Alton

No public comment has been received on this application.

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35029

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

KEN PELTON 625-6063

Contact E-Mail

KPELTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ORDINANCE Z1200046

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Application #Z1200046COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for 9.8 acres located at the southwest corner of 29th Avenue and Southeast

Summary (Background)

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

BudgetAccount3

#

Approvals**Dept Head**

CHESNEY, SCOTT

Division Director

QUINTRALL, JAN

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PC 8/14/13 - PCED

Distribution List

lhattenburg@spokanecity.org

jrichman@spokanecity.org

schesney@spokanecity.org

Additional Approvals**Purchasing**

kpelton@spokanecity.org

sbjordahl@pblaw.biz



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Boulevard; and amending the zoning map from "Office (O-35)", "Office Retail (OR-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 2, District Center" (CC-2, DC)."

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. _____

AN ORDINANCE RELATING TO APPLICATION #Z1200046COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" AND "RESIDENTIAL 4-10" TO "CC-CORE" FOR 9.8 ACRES LOCATED AT THE SOUTHWEST CORNER OF 29TH AVENUE AND SOUTHEAST BOULEVARD; AND AMENDING THE ZONING MAP FROM "OFFICE (O-35)", "OFFICE RETAIL (OR-35)" AND "RESIDENTIAL SINGLE FAMILY (RSF)" TO "CENTERS & CORRIDORS TYPE 2, DISTRICT CENTER" (CC-2, DC)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1200046COMP was timely submitted to the City for consideration during the City's 2013 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1200045COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "CC-Core" for 9.8 acres located at the southwest corner of 29th Avenue and Southeast Boulevard; and amending the zoning map from "Office (O-35)", "Office Retail (OR-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 2, District Center (CC-2, DC); and

WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and

WHEREAS, the Spokane City Plan Commission held workshops regarding the proposed Comprehensive Plan amendments on May 8, 2013, May 22, 2013 and June 12, 2013; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; and

WHEREAS, notice was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of

the boundary of the subject property on July 30, 2013; and

WHEREAS, staff report found that Application Z1200046COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the Application Z1200046COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1200046COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 8 to 0 to recommend approval of Application Z1200046COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200046COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Office" and "Residential 4-10" to "CC-Core" for 8.9 acres located at the southwest corner of 29th Avenue and Southeast Boulevard as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "O-35", "OR-35" and "RSF" to "CC2-DC" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Ben Stuckart, Council President

Attest:

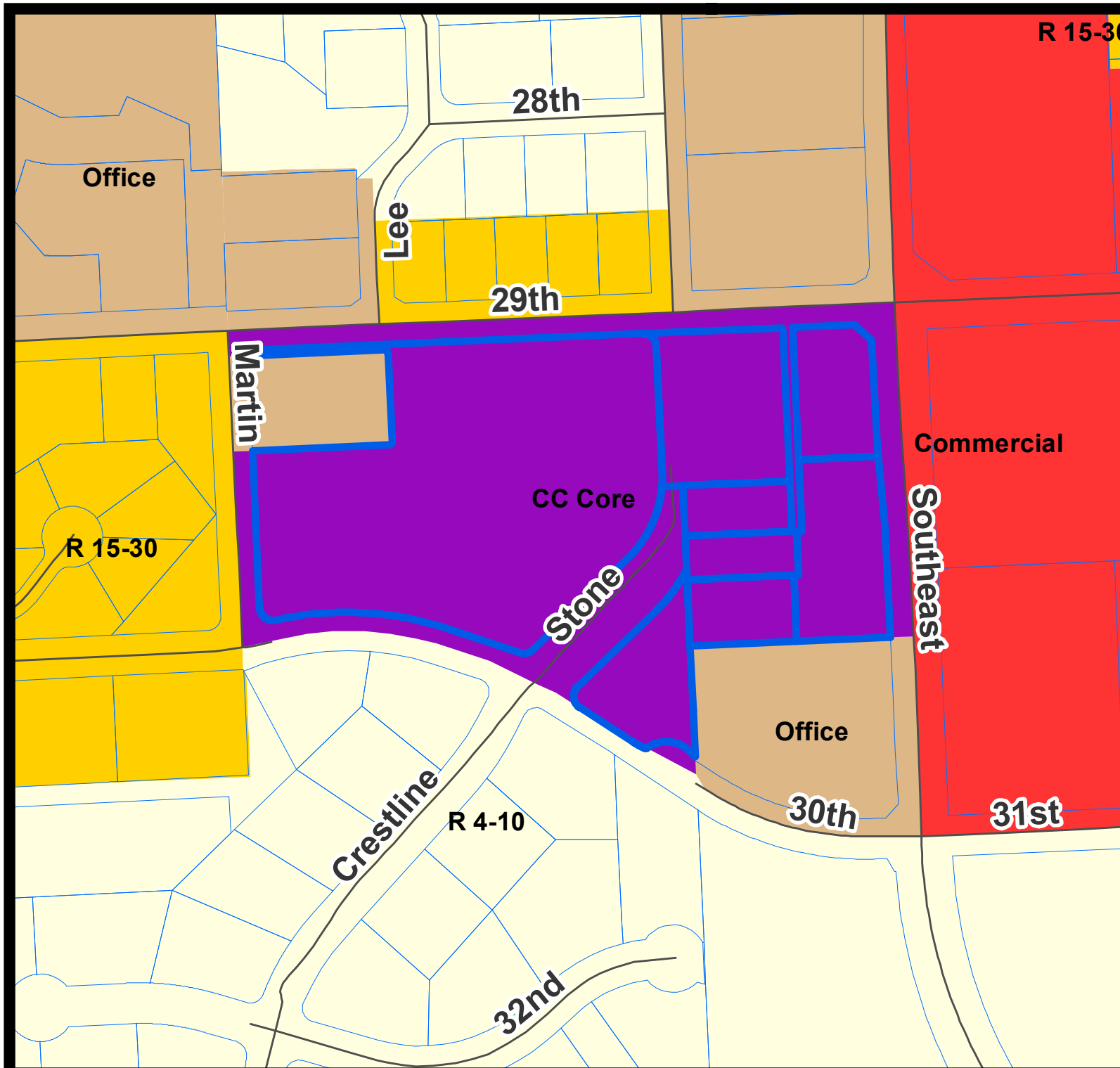
City Clerk

Dated: _____

David A. Condon, Mayor

Approved as to form:

Assistant City Attorney



Comprehensive Plan Amendment Z1200046COMP- Sonneland Exhibit A- Proposed Land Use

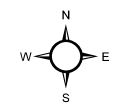
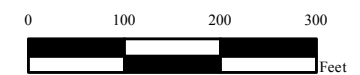
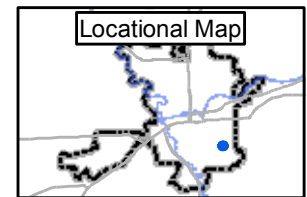
DATE: August, 2013
USER: Planning & Development

Legend

- Parcels- Sonneland Z1200046
- Parcels

Proposed Landuse

- Residential 4-10
- Residential 15-30
- Office
- CC Core
- General Commercial
- Street












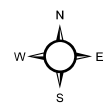
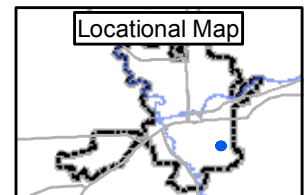
THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Comprehensive Plan Amendment Z1200046COMP- Sonneland Exhibit B- Proposed Zoning

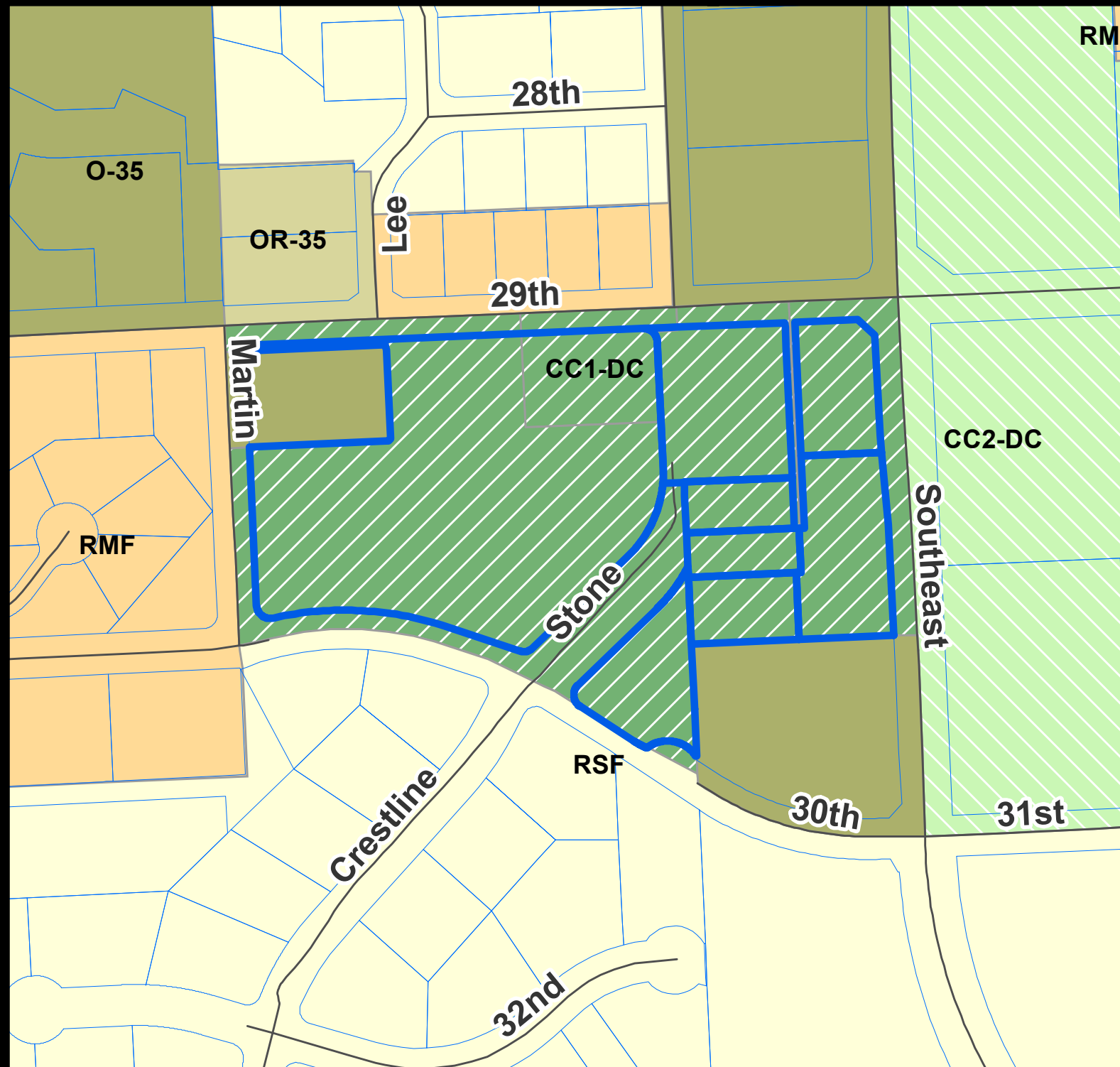
DATE: August, 2013
USER: Planning & Development

Legend

-  Parcels- Sonneland Z1200046
-  Parcels
- Proposed Zoning**
 -  Center and Corridor Type 1
 -  Center and Corridor Type 2
 -  Office
 -  Office Retail
 -  Residential Multifamily
 -  Residential Single-Family
-  Street



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



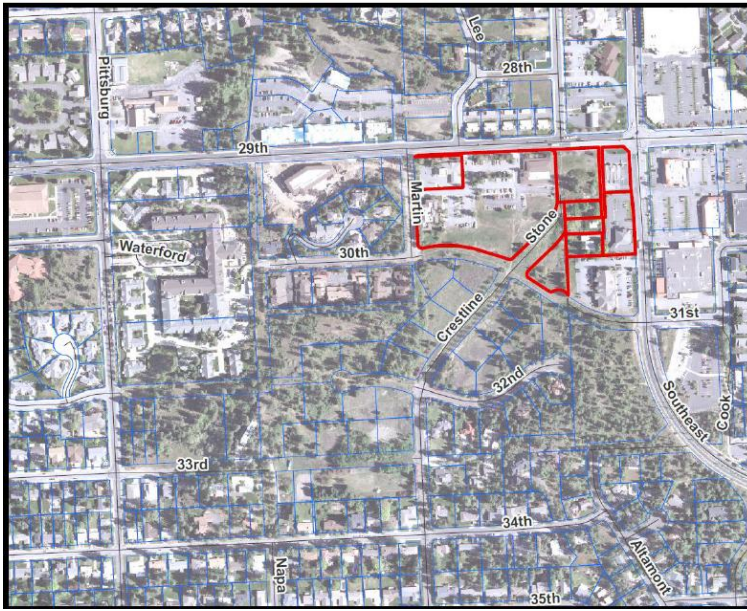
**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE PLAN AMENDMENT APPLICATION
FILE NO. Z12100046COMP, SONNELAND**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL: This is an application by 29th Street Investments, LLC; Sonneland Commercial Properties, LLC; and Banner Bank for an amendment to the Land Use Plan Map of the City's comprehensive plan requesting a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 2 – District Center (CC2-DC).

Note: Site Maps and department and agency comments are attached to this report.

II. GENERAL INFORMATION:



Agent:	Stacy Bjordahl, 9101 N. Mt. View Lane, Spokane, WA 99218 Phone: (509) 435-3108
Applicant/Property Owner(s):	29 th Street Investments, LLC; Sonneland Commercial Properties, LLC; and Banner Bank
Location of Proposal:	The proposal is located at the south of 29 th Avenue, west of Southeast Boulevard, east of Martin Street and north of the E. 30 th Avenue undeveloped street right-of-way. Already developed properties located in the northwest and southeast corners of this area are not a part of the application and will remain in an Office land use

	plan map designation.
Existing Land Use Plan Designation:	Office and Residential 4-10
Proposed Land Use Plan Designation:	Center and Corridor Core
Existing Zoning:	Office, O-35; Office Retail; OR-35 and Residential Single Family, RSF
Proposed Zoning:	Centers & Corridors, Type 2 – District Center (CC2-DC)
SEPA Status:	SEPA Mitigated Determination of Non-Significance issued on July 29, 2013. The appeal period closes on August 14, 2013.
Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Ken Pelton, AICP, Principal Planner; 509-625-6300 kpelton@spokanecity.org

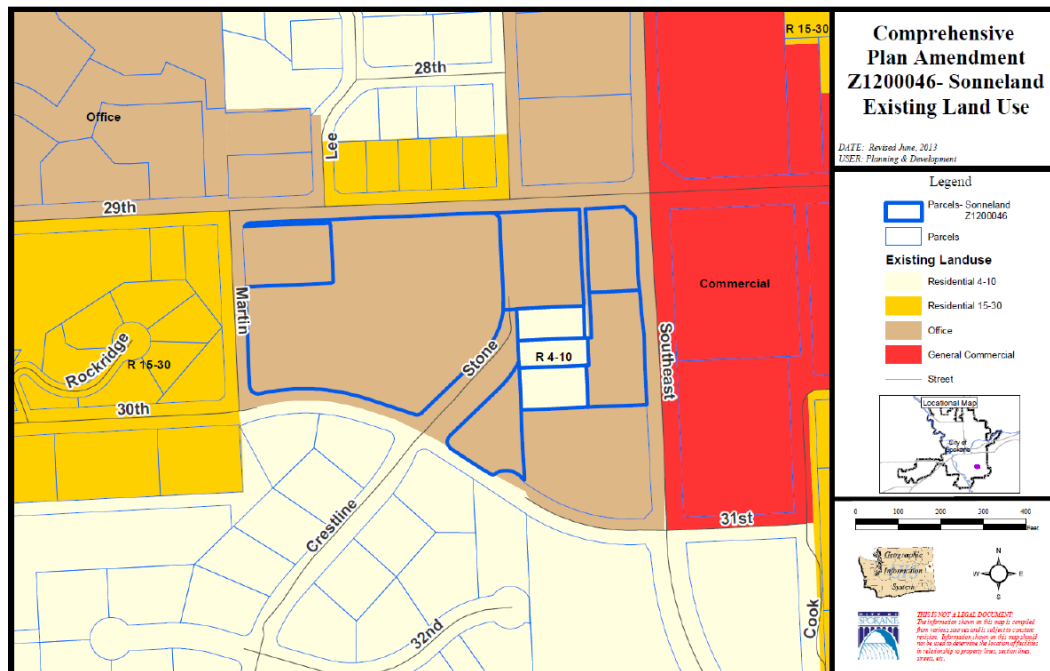
III. FINDINGS OF FACT:

- A. **Site Description:** The site is currently partially developed with office uses and three single family houses. On the east side of the site, at the southwest corner of 29th Avenue and Southeast Blvd., there is an existing medical office. To the south of this office building there is a Banner Bank branch with drive-thru service to the rear of the building. The middle area of the site, extending in a southwest direction from the frontage on 29th Avenue to the frontage on the unimproved 30th Avenue right-of-way, is undeveloped. The northwest portion of the site, which was approved as a part of the Quail Run Office Park binding site plan, is developed with two office buildings, one is adjacent to 29th Avenue, the other is adjacent to Martin Street. A surface parking lot serving these office uses is also located in this area. The Numerica Credit Union building site, which is not part of this application, is located at the southeast corner of 29th Avenue and Martin Street.

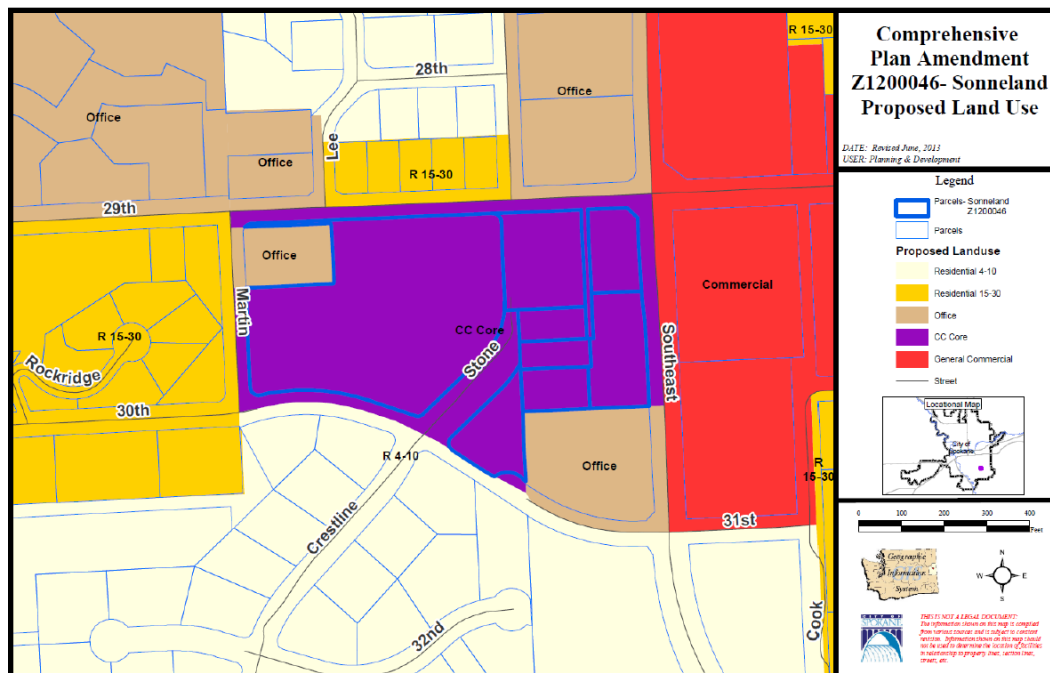
The site slopes slightly from 29th Avenue toward the south. The 29th Avenue and Martin Street frontages have significant tree coverage. The parking lot is well-landscaped. The area of the site that is developed with houses has several trees and other landscaping.

- B. **Project Description:** As authorized by Spokane Municipal Code Section 17G.020, “Comprehensive Plan Amendment Process,” the applicant is requesting a comprehensive plan land use plan map designation change from “Office” and “Residential 4-10” to “Center and Corridor Core” for the site area totaling approximately 9.8 acres.

C. Existing Land Use Plan Map Designations:



D. Proposed Land Use Plan Map:



E. Zoning and Land Use Designation History:

The properties located generally west of vacated Stone/Crestline Street are within the Quail Run Office Park binding site plan that was approved by the Hearing Examiner in 1993 under zoning file number 93-60-ZC/BSP/PUD. The parcel at 2410 E. 29th Ave.

was rezoned to OR-35 as a part of a comprehensive plan land use plan map amendment in 2007 (file number Z2006-074-LU) . The Residential Single Family (RSF) zoned parcels have been in a lower density residential zoning category since 1958. The parcels fronting on Southeast Blvd. have been zoned for office use for approximately 20 years. The most recent zoning action was the adoption of the Office zoning category in 2005 and associated rezoning of the site from RO-1 zone to the O-35 zone,

The land use plan map adopted with the comprehensive plan in 2001 designated this area in land use plan map designations that corresponded to the zoning in place at that time. Parcels that were zoned RO-1 Residential Office Category 1 and RO Residential Office Category 2 were designated Office. Parcels that were zoned R1, One Family Residence Zone were designated Residential 4-10.

The former Lincoln Heights Specific Plan adopted in 1990 (rescinded in 2001) designated the land involved in this application Medium Density Residential/Office.

F. Adjacent Land Use:

The existing land use to the north of the site is vacant land, multifamily residences and a drive-thru bank. To the east, the existing land use is retail sales and serves and associated parking lots. To the south, the existing land use is a larger office building and vacant residential lots. To the west, the existing land use is single family residences and vacant land.

G. Applicable Municipal Code Regulations:

SMC 17G.020, Comprehensive Plan Amendment Procedures

H. Procedural Requirements:

- Application was submitted on October 31, 2012;
- Applicant was provided Notice of Application on April 25, 2013 ;
- Notice of Application was posted, published and mailed on May 1, 2013, which began a 55 day public comment period;
- A SEPA Determination of Non Significance was issued on July 29, 2013;
- Notice of Plan Commission Public Hearing was posted and mailed July 30, 2013;
- Notice of Public Hearing was published in the Spokesman Review on July 31, 2013 and August 7, 2013;
- Plan Commission Public Hearing Date is scheduled for August 14, 2013.

IV. DEPARTMENT REPORTS and PUBLIC COMMENT:

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file. There were a significant number of comments received during the public comment period. All of the comments are in the file for this application. During the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30. The applicant has withdrawn the request to change the land use plan map designation of the land area lying to the south of E. 30th Avenue/E. 31st Avenue

V. CONCLUSIONS:

SMC 17G.020.030 provides the criteria for decisions on amendments to the comprehensive plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

Section 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is consistent with the Growth Management Act, and the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code as discussed in this report.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The proposed change as recommended by staff would be consistent with these goals.

Based on the evaluation provided in this report, staff concludes that the application is consistent with the Growth Management Act because it is consistent with the comprehensive plan.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with public services and facilities. Specific traffic impact mitigation is provided in the SEPA mitigated determination of non-significance related to this application.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criterion is not applicable to this proposal. There are no funding shortfall implications

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: The proposal does not result in the need for other amendments to the comprehensive plan or development regulations

The proposal presented by the applicant is consistent with policies of the comprehensive plan based on the following analysis:

Comprehensive Plan Policies:**LU 1.2 Districts**

Identify districts as the framework for providing secondary schools, larger park and recreation facilities, and more varied shopping facilities.

Discussion:

Districts are composed of logical and contiguous groupings of several neighborhoods having a population of 30,000 to 60,000 people. Within a district, the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. For example, within a district, there is usually a centrally located high school, one or two well-located middle schools, and one or

more well-located community parks.

The core area of the district, known as the district center, is usually located at the intersection of arterial streets. District centers offer a wide range of retail and service activities including general merchandising, small specialty shops, personal and professional services, offices, food, and entertainment. They should also include plazas, green space, and a civic green or park to provide a focal point for the center. Urban design guidelines of the comprehensive plan or a neighborhood plan are used to guide architectural and site design to promote compatible mixed land uses. Housing density should decrease as the distance from the district center increases.

LU 3.2 Centers and Corridors

Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.

Discussion:

Suggested centers are designated where the potential for center development exists. Final determination is subject to the neighborhood planning process.

Neighborhood Center

Neighborhood centers designated on the Land Use Plan map have a greater intensity of development than the surrounding residential areas. Businesses primarily cater to neighborhood residents, such as convenience businesses and services. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people living outside the surrounding neighborhood and should be allowed only along principal arterials and be subject to size limitations and design guidelines. Uses such as a day care center, a church, or a school may also be found in the neighborhood center.

Businesses in the neighborhood center are provided support by including housing over ground floor retail and office uses. The most dense housing should be focused in and around the neighborhood center. Density is high enough to enable frequent transit service to a neighborhood center and to sustain neighborhood businesses. Housing density should decrease as the distance from the neighborhood center increases. Urban design guidelines of the comprehensive plan or a neighborhood plan are used to guide architectural and site design to promote compatible, mixed land uses, and to promote land use compatibility with adjoining neighborhoods.

Buildings in the neighborhood center are oriented to the street. This encourages walking by providing easy pedestrian connections, by bringing activities and visually interesting features closer to the street, and by providing safety through watchful eyes and activity day and night.

Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods.

Parking lots should be located behind or on the side of buildings as a rule.

To promote social interaction and provide a focal point for the center, a central gathering place, such as a civic green, square, or park, should be provided. To

identify the center as the major activity area of the neighborhood, it is important to encourage buildings in the core area of the neighborhood center to be taller. Buildings up to three stories are encouraged in this area. Attention is given to the design of the circulation system so pedestrian access between residential areas and the neighborhood center is provided. To be successful, centers need to be integrated with transit. Transit stops should be conveniently located near commercial and higher density residential uses, where transit service is most viable.

The size and composition of neighborhood centers, including recreation areas, vary by neighborhood, depending upon location, access, neighborhood character, local desires, and market opportunities. Neighborhood centers should be separated by at least one mile (street distance) or as necessary to provide economic viability. As a general rule, the amount of commercial space and percent devoted to office and retail should be proportional to the number of housing units in the neighborhood. The size of individual commercial business buildings should be limited to assure that the business is truly neighborhood serving. The size of the neighborhood center, including the higher density housing surrounding the center, should be approximately 15 to 25 square blocks. The density of housing should be about 32 units per acre in the core of the neighborhood center and may be up to 22 units per acre at the perimeter.

District Center

District centers are designated on the land use plan map. They are similar to neighborhood centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the district center, including the higher density housing surrounding the center, should be approximately 30 to 50 square blocks.

As with a neighborhood center, buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible. A central gathering place, such as a civic green, square, or park is provided. To identify the district center as a major activity area, it is important to encourage buildings in the core area of the district center to be taller. Buildings up to five stories are encouraged in this area

The circulation system is designed so pedestrian access between residential areas and the district center is provided. Frequent transit service, walkways, and bicycle paths link district centers and the downtown area.

Employment Center

.....

**Page 18, Comprehensive Plan
District Center**

District centers are designated on the land use plan map. They are similar to neighborhood centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the district center, including the higher density housing surrounding the center, should be approximately 30 to 50 square blocks.

As with a neighborhood center, buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible. A central gathering place, such as a civic green, square, or park is provided. To identify the district center as a major activity area, it is important to encourage buildings in the core area of the district center to be taller. Buildings up to five stories are encouraged in this area

The circulation system is designed so pedestrian access between residential areas and the district center is provided. Frequent transit service, walkways, and bicycle paths link district centers and the downtown area.

LU 4.5 Block Length

Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths.

Discussion: Excessively long blocks and long local access residential streets result in fewer alternative routes for pedestrian and vehicle travel and generally result in increased vehicle speeds. A grid pattern featuring more street intersections and shorter blocks provides more alternative routes for pedestrian and vehicle travel and tends to slow traffic. Block lengths of approximately 250 to 350 feet on average are preferable, recognizing that environmental conditions (e.g., topography or rock outcroppings) might constrain these shorter block lengths in some areas.

Planning and Development Services staff review of Sonneland Comp Plan Amendment - Lincoln Heights District Center			
Comp Plan policy for district center core area	Existing Lincoln Heights District Center	Proposed Lincoln Heights District Center with proposed Sonneland land use plan map amendment	Comprehensive Plan and zoning analysis
LU 1.2: District center core area is located at the intersection of arterial streets	A district center plan for Lincoln Heights has not been adopted. A Center and Corridor Core land use plan designation has not been identified on the Land Use Plan Map of the Comp Plan. See additional discussion under Policy LU 3.2 below.	The Sonneland site is located at the southwest corner of S.E. Boulevard and 29 th Avenue. S.E. Boulevard is a Minor Arterial; 29 th Avenue is a Principal Arterial.	The proposal is to apply Center and Corridor Core land use plan map designation to the property and to rezone the site to a CC-2 zone. The site is located at the intersection of arterial streets.
LU 1.2: District centers offer a wide range of retail and service activities including general merchandising, small specialty shops, personal and professional services, offices, food, and entertainment.	The existing higher intensity zones provide land uses as described in the description/policy.	Proposed expansion adds 9.8 acres of Center and Corridor Core (proposed CC-2 zone) designated land area to the district center. The land uses encouraged by LU 1.2 would be allowed in the expanded area.	The proposed Center and Corridor Core land use plan map designation and CC-2 zone would allow uses described in Policy LU 1.2.
LU 1.2: District centers should also include plazas, green space, and a civic green or park to provide a focal point for the center.	The existing center does not provide plazas, green space, or a civic green or park to provide a focal point for the center. Thorton Murphy Park is located northeast of the existing shopping center.	The proposal is to amend the land use plan map. There are no development plans for the site.	The proposal does not include the features identified in LU 1.2. There is not a mechanism in the zoning code to require these features. The zoning code does provide incentives for the provision of these features.
LU 1.2: Urban design guidelines of the Comprehensive Plan or a neighborhood plan are used to guide	Design guidelines and standards have been adopted as a part of the zoning code.	Development is required to comply with the zoning code.	Compliance with the design guidelines and standards of the zoning code is required for all site development.

architectural and site design to promote compatible mixed land uses.			
LU 1.2: Housing density should decrease as the distance from the district center increases.	The existing land use plan map generally reflects this housing density pattern.	The proposed land use plan map reflects this housing density pattern.	Proposal is consistent with the housing density pattern described in Policy LU 1.2.
LU 3.2: Designate centers and corridors on the land use plan map that encourage a mix of uses and activities around which growth is focused.	<p>Discussion under this policy states: “Suggested centers are designated where the potential for center development exists. Final determination is subject to the neighborhood planning process.”</p> <p>A district center symbol is shown on the Comp Plan land use plan map in the Lincoln Heights shopping area vicinity.</p> <p>The land use plan map designation for the existing commercial shopping center is General Commercial.</p> <p>The Center and Corridor Core land use plan designation has not been applied to the commercial area of Lincoln Heights because a neighborhood planning process has not been conducted for the Lincoln Heights District Center.</p> <p>Zoning history: When the Center and Corridor zoning standards were adopted in 2002, all of the core commercial</p>	<p>The land use plan map amendment proposes a change to the Center and Corridor Core designation.</p> <p>The land area included in the proposed amendment is presently within the higher intensity area of the Lincoln Heights “suggested center” and is designated Office on the land use plan map.</p> <p>The proposed change to the land use plan map designation does not expand the size of the district center because the site is already designated in the “Office” land use category. Office uses are considered a component of the higher intensity uses that are intended for a district center.</p> <p>Staff considers the proposed amendment as a modification to the existing designation that is not subject to the neighborhood planning process.</p>	<p>A Center and Corridor Core land use plan map designation is the applicable land use plan map designation for areas designated with the district center symbol.</p> <p>Policy LU 1.8 limits expansion of general commercial uses outside of centers and corridors (see below).</p> <p>LU 1.8 General Commercial Uses: “Contain general commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated centers and corridors.”</p>

	areas of the 19 original center and corridor locations, including Lincoln Heights, were zoned in a Center and Corridor (CC) zoning category.		
LU 3.2 District Center discussion on Page 18: District centers are similar to neighborhood centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city.	The density of housing in the core area of the center is probably no more than 22 units per acre. The shopping facilities in the CC zoned areas of the Lincoln Heights District Center consist of larger grocery stores, restaurants, and a variety of retail sales and service uses and offices.	The amendment proposes to change the land use plan map designation to Center and Corridor Core and a CC-2 zone.	The proposed Center and Corridor Core land use plan map designation and CC-2 zone would allow uses described in Policy LU 3.2.
Page 18: As a general rule, the size of the district center, including the higher density housing surrounding the center, should be approximately 30 to 50 square blocks.	The existing CC zoned area is approximately 25 square blocks (assuming a block size of 300' X 300' or 2.06 acres) in size. The existing office and multifamily zoned land area is approximately 45 to 55 square blocks.	<p>The proposed amendment involves a land area of between 4 and 5 square blocks.</p> <p>The amendment proposes to change the existing land use plan map designation from mostly Office (there is a small island of RSF zoned land) to Center and Corridor Core and CC-2 zoning.</p>	<p>Changing the land use plan map designation from Office to Center and Corridor Core would allow the site to be developed with retail sales and service uses that are not allowed on the site by the current Office land use plan map designation and zoning.</p> <p>The proposed change to the land use plan map designation does not expand the size</p>

			of the district center because the site is already designated in the Office land use category. Office uses are considered a component of the higher intensity uses that are intended for the district center.																
Page 18: buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible.	The existing CC zoned area consists mostly of relatively older single story buildings with parking areas located between the building and the street. The intensity of the existing development is substantially less than is allowed by the zoning code. Infill of vacant land and redevelopment of underdeveloped land is envisioned by the comprehensive plan and the zoning code.	The applicant is proposing to rezone the site from Office (O), Office Retail (OR) and Residential Single Family (RSF) to Center and Corridor Type 2 (CC-2).	<p>The applicant is proposing to rezone the whole site to CC-2.</p> <p>The table below summarizes relative intensity of example zoning categories. The intensity of use permitted in the CC zones is not significantly greater than the uses permitted in the O and OR zones. However, the maximum building height is substantially greater in the CC zone(s).</p> <table><tr><td colspan="2">Office Zone</td></tr><tr><td>FAR</td><td>- .8 non-res. - Res. Not limited</td></tr><tr><td>height</td><td>35 ft.</td></tr><tr><td>uses</td><td>office, residential</td></tr><tr><td colspan="2">Office Retail Zone</td></tr><tr><td>FAR</td><td>- 6 non-res. - Res. Not limited</td></tr><tr><td>height</td><td>35 ft.</td></tr><tr><td>uses</td><td>office, residential, small scale</td></tr></table>	Office Zone		FAR	- .8 non-res. - Res. Not limited	height	35 ft.	uses	office, residential	Office Retail Zone		FAR	- 6 non-res. - Res. Not limited	height	35 ft.	uses	office, residential, small scale
Office Zone																			
FAR	- .8 non-res. - Res. Not limited																		
height	35 ft.																		
uses	office, residential																		
Office Retail Zone																			
FAR	- 6 non-res. - Res. Not limited																		
height	35 ft.																		
uses	office, residential, small scale																		

			retail
			CC-2 DC Zone
			FAR - .8 non-res. - 1.5 res.
			height 55 ft.
			uses office, residential, retail
			CC-1 DC Zone
			FAR - 1 non-res. - 2 res.
			height 55 ft.
			uses office, residential, retail
			The CC-2 zone allows uses such as motor vehicle sales, rental, repair or washing; automotive parts and tire (with exterior storage or display); gasoline sales (serving more than six vehicles); and, self-storage or warehouse. These uses are not appropriate on the site of the proposed amendment. If the amendment is approved, staff recommends a CC-1 Zone rather than a CC-2 zone for the site.
Page 18: To identify the district center as a major activity area, it is important to encourage buildings in the core area of the district center to be taller.	The existing CC2-DC zoned area to the east of the site on the east side of SE Boulevard allows a maximum building height of 55 feet. The maximum building height currently allowed on the Sonneland site is 35 feet.	If the proposed land use plan amendment is approved, the maximum building height allowed on the site is 55 feet.	The maximum building height is required to transition to a lower building height when a site is located adjacent to a RSF zone. The area to the south of the site is zoned RSF.

Buildings up to five stories are encouraged in this area.			
Page 18: The circulation system is designed so pedestrian access between residential areas and the district center is provided. Frequent transit service, walkways, and bicycle paths link district centers and the downtown area.	The site is bounded by 29 th on the north, Southeast Boulevard on the east and Martin Street on the west. These streets are improved with sidewalks and paving. On the south boundary of the site there is an existing unimproved public right-of-way running generally east-west. This right-of-way extends from the intersection of Martin Street and 30 th Avenue to the intersection of Southeast Boulevard and 31 st Avenue. Near the center of the site there is an existing unimproved right-of-way extending approximately half way through the site. This right-of-way aligns with unimproved Crestline Street right-of-way which is located to the south.	<p>There is no site plan for the development of the site. The applicant has indicated that existing public rights-of-way will be retained as the site is developed. The required improvements to streets will be determined at the time of site development.</p> <p>The applicant has proposed extending the north-south right-of-way to connect with 29th Avenue to be aligned with Stone Street. The City Engineering Department has indicated that the traffic movement at this intersection would be limited to right turns in and out of the site on to 29th Avenue.</p>	The retention of the public rights-of-way will allow the circulation system to be consistent with the comprehensive plan.
LU 4.5: Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths.	Much of the Lincoln Heights District Center is developed with a grid street pattern that provides the potential for connectivity for a variety of modes of transportation. Improvements in infrastructure are definitely feasible and necessary.	The land area included in this application is partially undeveloped. Street rights-of-way exist within the property. Future layout of the site would be determined at the time of project approval.	The street pattern is generally established on the basis of the existing public rights-of-way within the site. The blocks are larger than are encouraged by the comprehensive plan. The ability to create smaller blocks is limited because of the existing development of the site in the portions of the site adjacent

			to 29 th Avenue and Southeast Boulevard.
Excessively long blocks and long local access residential streets result in fewer alternative routes for pedestrian and vehicle travel and generally result in increased vehicle speeds. A grid pattern featuring more street intersections and shorter blocks provides more alternative routes for pedestrian and vehicle travel and tends to slow traffic. Block lengths of approximately 250 to 350 feet on average are preferable, recognizing that environmental conditions (e.g., topography or rock outcroppings) might constrain these shorter block lengths in some areas.	See discussion above.	See discussion above.	See discussion above.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation

improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: The impacts of this proposal are limited to the area generally surrounding the site. The other comprehensive plan amendments being processed as a part of the current comprehensive plan amendment cycle are relatively small and are far enough separated to have no impact on the site of the proposed amendment. The Carlberg application (file number Z1200044-Comp) located at the northeast corner of 32nd Avenue and Grand Blvd, about 1 mile to the west, is .64 acres in size. The Alton application (file number Z1200045-Comp) located at the southeast corner of 29th Avenue and Fiske Street, about .44 miles to the east, is .28 acres in size. The Cancer Care NW application (file number Z1200043-Comp) is geographically isolated approximately 2 miles from the site of the Sonneland application.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-

making process. On the basis of information contained in the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Mitigated Determination of Non-Significance (MDNS) was issued on July 29, 2013.

Staff concludes that this criterion is met.

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: Staff finds the proposed amendment will not have a substantial impact on the City's ability to provide services. All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal. No one indicated that there were issues with the provision of services to the expanded "Center and Corridor Core" designation.

Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: This criteria is not applicable.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;

- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: This proposal is a request for a comprehensive plan land use plan map amendment, not a policy adjustment.

Staff concludes that this criterion is not applicable to this proposal.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);
- b. The map amendment or site is suitable for the proposed designation;
- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: The applicable comprehensive plan policies have been addressed previously in Criterion E. above.

Staff concludes that the proposed amendment is generally consistent with the comprehensive plan Staff is providing alternatives for consideration by the Plan Commission.

- d. The map amendment or site is suitable for the proposed designation;

Relevant facts: The site is adjacent to properties that are designated General Commercial. The site has access to urban services and has frontage on 29th Avenue, which is a principal arterial, and Southeast Blvd., which is a minor arterial. The site contains no significant slopes, water features, critical areas or cultural resources that would inhibit development of the site. Further review of site features will be a requirement of any future site-specific development applications.

- e. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: Staff finds that the proposed amendment is consistent with the comprehensive plan policies. The proposed center and corridor zoning allows an increased variety of land uses that will support improved development opportunities for the site. In addition, the development standards for centers and corridors will require development that is compatible with the surrounding area.

Staff concludes that this amendment would implement the comprehensive plan better than its current land use plan designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language.

This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: See staff recommendation below.

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

2. Adequate Documentation of Need for Change.

The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. transportation and/or other capital improvements are not being made as expected;
- f. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- g. assumptions upon which the plan is based are found to be invalid; or
- h. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This year (2013), the Plan Commission may consider proposals that are inconsistent with the comprehensive plan. Usually inconsistent amendments require amendments to the text of the comprehensive plan to achieve consistency with policies of the comprehensive plan. However, no changes to the text of the comprehensive plan are necessary for the approval of this application.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: The proposed application has been determined to be consistent with the comprehensive plan. The criteria listed above are intended to be used to evaluate applications that are inconsistent with the comprehensive plan.

VI. RECOMMENDATIONS:

Staff concludes that the proposed amendment is consistent with the comprehensive plan and the Spokane Municipal Code criteria for amendments to the comprehensive plan and recommends approval.

The CC-2 zone allows uses such as motor vehicle sales, rental, repair or washing; automotive parts and tire (with exterior storage or display); gasoline sales (serving more than six vehicles); and, self-storage or warehouse. These uses are not appropriate on the site of the proposed amendment due to the adjacency of the site to an area that is designated Residential 4-10 on the land use plan map. If the amendment is approved, staff recommends a CC-1 Zone rather than a CC-2 zone for the site.

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2012-2013 COMPREHENSIVE PLAN AMENDMENTS

□ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. to amend the land use plan map designation from “Residential 15-30” to “Office”. The total size of the proposed land use plan map amendment is 3.25 acres. The site is located east of Sheridan Street and south of 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

□ FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg, to amend the land use plan map designation on two lots from “Office” to “Center and Corridor Core” and on two additional lots from “Residential, 4 to 10 units per acre” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .64 acres. The site is located at the northeast corner of 32nd Avenue and Grand Boulevard. The recommended implementing zoning designation for all lots is Centers & Corridors, Type 1 – District Center (CC1-DC).

□ FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties to amend the land use plan map designation from “Residential 15-30” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

□ FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan recommending a change from “Office” and “Residential 4-10” to “Center and Corridor Core”. The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The recommended implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a comprehensive plan (RCW 36.70A).

B. The City of Spokane adopted a comprehensive plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.

D. All four of the subject comprehensive plan amendment applications were submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle.

E. Staff requested comments from agencies and departments on December 10, 2012. No adverse comments were received from agencies or departments. For the Sonneland Application, File No. Z1200046COMP, additional information was requested related to impacts on the transportation facilities. The traffic studies were reviewed by city staff and determined to be adequate to address these impacts.

F. A public comment period ran from April 29, 2013 to June 22, 2013 which provided a 55 day public comment period. There were no negative comments received regarding File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP. For File No. Z1200046COMP (Sonneland), during the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30 for the land area lying to the south of E. 30th Avenue/E. 31st Avenue. The applicant withdrew this part of the requested land use plan map amendment on May 31, 2013.

G. The Community Assembly received a presentation regarding the draft proposed 2012-2013 comprehensive plan amendments on May 3, 2013 and have been given information regarding the dates of Plan Commission workshops and hearings.

H. The Spokane City Plan Commission held workshops to study the amendments on May 8, May 22, and June 12, 2013.

I. State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on July 29, 2013 for the comprehensive land use plan map and zoning map changes; File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP.

For FILE NO. Z1200046COMP (Sonneland), a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were distributed on July 29, 2013. The mitigation measures are as follows:

1. Any new intersection/driveway at 29th/Stone (south side of 29th) shall be evaluated at the time of a specific project is proposed to the City for such intersection/driveway. The applicant is advised that a new intersection/driveway at this location may be limited to "right-in, right-out only" in order to maintain the function of 29th Avenue and Southeast Boulevard intersection.
2. The east-west connectivity between Martin Street and Southeast Boulevard, generally in the alignment of E. 30th Ave./E. 31st Ave., shall be addressed either as a part of a development agreement or as a part of a traffic study and mitigation for project specific proposals.

The public appeal period for the SEPA determination ended on August 13, 2013.

J. On August 1, 2013, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

K. Notice of the SEPA Checklist and Determination of Non-Significance, the comprehensive plan land use map amendment, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on July 30 and August 7, 2013 and the Official City Gazette on July 24, 2013 and August 7, 2013.

L. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013.

M. The staff reports found that the four comprehensive plan amendment application met all the decision criteria for approval of a comprehensive plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

N. The Plan Commission held a public hearing on the four comprehensive plan amendment applications on August 14, 2013.

O. The early and continuous public participation standards of the Growth Management Act (GMA, RCW 35.70A) and of the City of Spokane development regulations have been met during the consideration of these comprehensive plan amendment applications and persons desiring to make comments and provide testimony have had the opportunity to do so.

By motion and second and a recorded vote, the Plan Commission approved Finding of Facts A through O.

CONCLUSIONS:

A. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for comprehensive plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

By motion and second and a recorded vote, the Plan Commission approved Conclusions A through B.

RECOMMENDATIONS:

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. By a vote of 9 to 0 the Plan Commission recommends to the City Council the approval of a proposed

amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for approximately 3.25 acres including the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" and "Office" to "CC Core" for approximately .64 acres generally located on the east side of S. Grand Blvd between E. 31st Avenue and E. 32nd Avenue. The recommended implementing zoning designation is for all lots is "Centers & Corridors, Type 1 – District Center (CC1-DC)."

FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties. By a vote of 8 to 1, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Residential 15-30" to "CC Core". The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

Recommendations:

By motion and second and a recorded vote, the Plan Commission recommends to the City Council the approval of the proposed Finding of Fact, Conclusion and Recommendation for amendments to the Comprehensive Plan, as written.



**Michael Ekins, President
Spokane Plan Commission**

August 14, 2013



PLANNING & DEVELOPMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013
Spokaneplanning.org

Public Comment received for:

Z1200046-COMP – Sonneland

This application, when first made received significant public comment. After the size of the application was reduced, there have been two public comments from one individual received on this application; these are attached.

The earlier comments focused exclusively on the area that has been removed from the application and are not attached.

Black, Tirrell

From: Joan Kingrey <djkingrey@gmail.com>
Sent: Monday, June 17, 2013 8:24 PM
To: Pelton, Ken; Black, Tirrell
Cc: Dave & Joan Kingrey
Subject: Additional input; Sonneland Comprehensive Plan Amendment

Follow Up Flag: Follow up
Flag Status: Flagged

Following the Spokane Plan Commission workshop on June 12, 2013 - we would add the following input regarding the Sonneland Amendment proposal to the input that has already been submitted:

- Along with our neighbors, we are pleased that the original proposal was revised to a 9.8 acre proposal that removes the remaining residential area of Quail Run from consideration.
- We support that the 9.8 acres should all be zoned the same, so the zoning of the three R4-10 lots should be the same as the surrounding property which is currently zoned as Office.
- We do not have the information to support that the area should be zoned CC Core - Centers & Corridors, Type 2 - District Center (CC2-DC)
 - As we understand it, designation of the Lincoln Heights District Center has not been finalized and will be a focus in the pending review of the City's Comprehensive Plan. We understand from Scott Chesney's remarks at the Lincoln Heights Neighborhood Council meeting and also remarks made at the workshop that there needs to be a clear center and edges to a designated District Center. In the summary report provided for the workshop, the Lincoln Heights Center is suggested at 29th and Regal. We assume that the review process would determine the center and edges of the Lincoln Heights District Center. The proposed 9.8 acres may or may not be included.
 - The summary report, in reference to Policy LU 3.2 Centers and Corridors, states: "Suggested centers are designated where the potential for center development exists. Final determination is subject to the neighborhood planning process." It seems, then - that an amendment that zones a Center prior to the process required to establish a Center is out of sequence. While we can see that amendments may be proposed after a Center has been established in the City's Comprehensive Plan, using the Amendment process to establish a Center contradicts the policy and the required process for the designation of Centers and Corridors.
 - It may be more in sequence if the Sonneland Amendment would be considered as part of the Comprehensive Plan process to establish the Lincoln Heights District Center.
 - If zoning of an area as CC2 requires that adjacent property be rezoned as a transition zone that does not include R4-10, then we oppose the CC2 zoning and support zoning the entire proposed area as Office.
 - We think that the Plan Commission should make formalization of the Lincoln Heights District Center a priority.
- During the workshop, commissioners asked whether or not covenants should be part of their consideration of rezoning proposals. We do think that the Plan Commission should consider covenants as they are established based on the zoning code in place, and are legal, binding agreements. It would seem that an amendment applicant could reasonably be asked what other legal agreements or restrictions apply to the property under consideration. The Commission could then determine whether or not the city has potential liability in changing a zoning code.

Thank you for the opportunity for input -
Joan and David Kingrey
2306 E 32nd
Spokane, WA 99223

Black, Tirrell

From: Joan Kingrey <djkingrey@gmail.com>
Sent: Saturday, August 17, 2013 5:17 PM
To: Pelton, Ken; Black, Tirrell
Cc: Chesney, Scott; Dave & Joan Kingrey
Subject: Sonneland Amendment recommendation

Mr. Pelton and Ms. Black -

Please accept my sincere thank you for the capable and responsive character of the Planning and Development Services as exhibited throughout the Proposed Comprehensive Plan Amendment Land Use Map Changes process. For me, and my neighbors - there was always a quick and thorough response to inquiries, and we were kept well informed throughout. I particularly appreciate that Planning and Development Services recommended a CC1 designation, instead of the requested CC2, for the Sonneland/29th Street Investments proposal. As I have revisited the city municipal code documents, I feel that your recommendation honored the input received regarding the original and revised Sonneland proposals, and respected the future of the single family residential neighborhood to the south of the proposed rezoning area.

I know that this process is not complete until City Council approval of the amendment recommendations occurs. In the interim, please accept my appreciation for the quality of your work in service to this community.

Joan Kingrey
2306 E 32nd
Spokane, WA 99223

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

09/16/2013

Date**Rec'd**DocDat
e**Clerk's****File #**ORD
C35030**Renews #****Submitting**

CITY COUNCIL

Cross Ref**Contact**

CM FAGAN / CM MCLAUGHLIN 6257 / 6256

Project #**Contact E-**

MFAGAN@SPOKANECITY.ORG/NMCGLAUGHLIN@SPOKANECITY.

Bid #**Agenda**

First Reading Ordinance

Requisitio**Agenda**

UNLAWFUL PUBLIC EXPOSURE

Agenda Wording

An ordinance relating to unlawful public exposure; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

Summary (Background)

There is currently no separate charge in the SMC for unlawful public exposure. The conduct described in the proposed ordinance does not fall under the criteria of indecent exposure under SMC 10.06.025 or lewd conduct under SMC 10.06.020. The proposed ordinance will create a separate charge designated as unlawful public exposure, which would still be a criminal misdemeanor.

Fiscal Impact**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

BudgetAccount3

Select

\$

#

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

WESTFALL, JENNIFER

Study Session**Division****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

mfagan@spokanecity.org

For the

SANDERS, THERESA

nmcglaughlin@spokanecity.org

Additional Approvals

bstuckart@spokanecity.org

Purchasing

jwestfall@spokanecity.org

smcgrath@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Boulevard; and amending the zoning map from "Office (O-35)", "Office Retail (OR-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 2, District Center" (CC-2, DC)."

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. C - _____

An ordinance relating to unlawful public exposure; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code to read as follows:

Section 10.06.050 Unlawful Public Exposure

- A. It is unlawful for any person to intentionally commit any act constituting unlawful public exposure or for the owner, lessee, manager, operator or other person in charge of any public place to knowingly permit, encourage, or cause to be committed, whether by commission or omission, any unlawful public exposure upon the public place.
- B. "Unlawful public exposure" means the exposure of any of the following body parts of the person without a full and opaque covering in other than a public place provided or set apart for nudity:
 - 1. Any part of the male or female genitals, pubic hair, pubic area, perineum, anus, or bottom one-half of the anal cleft;
 - 2. Any part of the areola or nipple of the female breast; or
 - 3. More than one-half of the part of the female breast located below the top of the areola.
- C. Body paint, body dye, tattoos, latex, tape, or any similar substance applied to the skin surface, any substance that can be washed off the skin, or any substance designed to simulate or which by its nature simulates the appearance of the anatomical area beneath it, is not full and opaque covering as required by this section.
- D. A violation of this section is a misdemeanor.
- E. This section is not applicable to:
 - 1. Classes, seminars, and lectures held for serious scientific, cultural or educational purposes;
 - 2. Expressive conduct such as exhibits, performances or dances that ~~are not~~ obscene, subject to time, place and manner restrictions;
 - 3. Children under ten years of age; or
 - 4. The exposure of a female breast while nursing an infant or expressing breast milk.

F. For purposes of this section, "public place" shall have the meaning as set forth in SMC 10.06.030 D (2).

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date