

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 2, 2014

### **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 CANDACE MUMM**

**COUNCIL MEMBER JON SNYDER**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER STEVE SALVATORI**

**COUNCIL MEMBER AMBER WALDREF**

COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## 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](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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## **ADMINISTRATIVE SESSION**

Roll Call of Council

## **CONSENT AGENDA**

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

### **RECOMMENDATION**

- |   |                |                              |
|---|----------------|------------------------------|
| 1. One-year extensions to Value Blanket Orders with Otto Environmental Systems, LLC (Eloy, AZ) for the purchase of:   | Approve<br>All |                              |
| a. Automated Yard Waste Carts for Solid Waste Management—Annual estimated expenditure \$300,000 (incl. tax.)  |                | OPR 2010-0428<br>BID 3684-10 |
| b. Automated refuse carts for Solid Waste Management—Annual estimated expenditure \$300,000 (incl. tax.)  |                | OPR 2010-0429<br>BID 3685-10 |
| 2. Low bid meeting specifications of Modern Machinery (Spokane, WA) for the purchase of one Tandem Drum Asphalt Roller for Fleet Services—\$141,310 (incl. tax.)      | Approve        | OPR 2014-0422<br>BID 4015-14 |
| 3. Low bid meeting specifications of APSCO LLC, (Kirkland, WA) for the purchase of three Horizontal Splitcase pumps for the Water Department—\$47,164.93 (incl. tax.) | Approve        | OPR 2014-0423<br>BID 4007-14 |

- |   |                     |               |
|---|---------------------|---------------|
| 4. Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services from January 1, 2014, through December 31, 2014.  | Approve             | OPR 2014-0424 |
| 5. Multi-agency agreement to provide funding to the Spokane County Conservation District for meeting facilitation and reporting for the Regional Watershed Implementation Team—\$2,000.   | Approve             | OPR 2014-0425 |
| 6. Report of the Mayor of pending:  | Approve & Authorize |               |
| a. 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 \$_____. | Payments            | CPR 2014-0002 |
| b. Payroll claims of previously approved obligations through _____: \$_____.  |                     | CPR 2014-0003 |
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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **CITY COUNCIL SESSION**

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

(Council Briefing Center)

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

## **ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

## **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

### **APPOINTMENTS**

Design Review Board: One Appointment

### **RECOMMENDATION**

Confirm CPR 1993-0069

## **CITY ADMINISTRATION REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

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

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## **LEGISLATIVE AGENDA**

### **EMERGENCY BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35062 passed the City Council November 25, 2013, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35101      Street Fund, Fleet Services Fund, General Fund, Go Bond Redemption Fund  
FROM: Various Accounts; \$6,110,000  
TO: Various Accounts; same amount.

(This action appropriates funds necessary to redeem the remaining portion of the 2003 Street Bond.)

- ORD C35102**      **Park and Recreation Fund**  
**FROM:** Various Accounts; \$183,000  
**TO:** Various Accounts; same amount, and
- Park Cumulative Reserve Fund**  
**FROM:** Intergovernment Recreation Facility; \$47,000  
**TO:** Other Improvements, same amount, and
- Golf Fund**  
**FROM:** Sale of Scrap Junk; \$6,100  
**TO:** Interfund Repairs and Maintenance, same amount.

(These actions transfer funds for unanticipated operating and capital needs not anticipated in the 2014 budget process for Parks and Recreation.)

- ORD C35103**      **Park and Recreation Fund**  
**FROM:** Temporary Seasonal; \$29,700  
**TO:** Assistant Food/Beverage Supervisor (from 0 to 1 position); same amount.

(This creates a new position in the Riverfront Park Department to enhance the Park's concession services.)

- ORD C35104**      **Urban Forestry Fund**  
**FROM:** Unappropriated Reserves; \$79,000  
**TO:** Parks, same amount

(This action makes changes in the appropriation of Urban Forestry Funds.)

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0056**      Approving internal budget expenditure policies and procedures for the City Council office. (Request motion to defer to June 16, 2014, to coincide with the Final Reading of Ordinance C35105.)
- RES 2014-0057**      Regarding the City Council's support for the Sprague Avenue Pedestrian Safety Project's 2014 Pedestrian and Bicycle Program Grant Application to the Washington State Department of Transportation.
- RES 2014-0058**      Regarding the City Council's support for the Sprague Avenue, Hamilton Street to Cook Street Hardscaping Surface Transportation Program Application to the Spokane Regional Transportation Council.

- RES 2014-0059**      Indemnifying Heather Lowe, a City employee named in Liane Carlson v. City of Spokane and Heather Lowe, United States District Court, Eastern District of Washington, Cause No. 2:13-CV-00320-TOR.
- RES 2014-0060**      Setting hearing before the City Council for July 7, 2014, for the vacation of Broadway Avenue from the west line of Napa Street to the west line of Magnolia Street; Magnolia Street from 40 feet north of the north line of Broadway Avenue to the north line of Springfield Avenue; and the Alley between Magnolia Street and Napa Street from Broadway Avenue to Springfield Avenue, requested by City in coordination with Earthworks Recycling.
- RES 2014-0061**      Setting hearing before the City Council for July 7, 2014, for the vacation of the north 30 feet of Rosewood Avenue from 225 feet east of the east line of Helena Street to the west line of Pittsburg Street, requested by Jon Whipple, JNW Properties, LLC.
- ORD C35092**      Granting TW Telecom of Washington LLC. a non-exclusive franchise to use the public right of way to provide noncable telecommunications services to the public. (First Reading held April 21, 2014)
- ORD C35099**      Relating to the establishment of purchasing and procurement requirements that provides a preference, where technically feasible and cost effective, for products and products in packaging that do not contain polychlorinated biphenyls; adopting a new Section 7.06.172 to Chapter 7.06 of the Spokane Municipal Code.

## **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

- ORD C35105**      Relating to the functions of the Council President and City Council; amending Spokane Municipal Code Section 2.005.010. (Relates to Resolution 2014-0056.)
- ORD C35106**      Relating to a ban on the purchase and use by the City of Spokane of products or products in packaging that contains neonicotinoids; adopting a new Section 7.06.171 to Chapter 7.06 of the Spokane Municipal Code.
- ORD C35107**      Relating to the executive and administrative organization of the Police Division; amending Sections 3.01A.375, 3.01A.385, 3.01A.390 and 3.01A.400 of the Spokane Municipal Code.

(Note: The Final Reading of Ordinances C35105, C35106, and C35107 will be held on June 16, 2014.)

**FURTHER ACTION DEFERRED**

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## NO SPECIAL CONSIDERATIONS

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### HEARINGS

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

#### RECOMMENDATION

- |     |   |                                |            |
|-----|---|--------------------------------|------------|
| H1. | A public hearing regarding Ordinance No. C35093 entitled "An Ordinance of the City of Spokane, Washington, imposing a moratorium regarding applications for certain land use permits within areas of the City zoned center and corridor Type I and 2 zones; providing for a public hearing within sixty days and declaring an emergency." | Close Hrg. following testimony | ORD C35093 |
|-----|---|--------------------------------|------------|

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**Motion to Approve Advance Agenda for June 2, 2014**  
(per Council Rule 2.1.2)

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### OPEN FORUM (CONTINUED)

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

### ADJOURNMENT

The June 2, 2014, Regular Legislative Session of the City Council is adjourned to June 9, 2014.

**Note:** The June 9, 2014, 3:30 p.m. Briefing will be held in City Council Chambers. The June 9, 2014, 6:00 p.m. Legislative Session will be a Town Hall Session held at the West Central Community Center, 1603 North Belt, Spokane, WA.

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## NOTES





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

06/02/2014

<u>Date Rec'd</u>	5/21/2014
<u>Clerk's File #</u>	OPR 2010-0428
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SCOTT 625-7806	<u>Project #</u>	
<u>Contact E-Mail</u>	SWINDSOR@SPOKANECITY.ORG	<u>Bid #</u>	3684-10
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4500 - SWM VALUE BLANKET PURCHASE OF AUTOMATED YARD WASTE CARTS		

## Agenda Wording

One-year extension to Value Blanket Order with Otto Environmental Systems, LLC (Eloy, AZ) for the purchase of Automated Yard Waste Carts--annual estimated expenditure \$300,000 (including tax).

## Summary (Background)

Otto Environmental Systems was the lowest responsive bidder to the City's request for bids #3684-10. Request for bids were sent to 13 vendors with 3 responses. These 95 gallon yard waste carts are identical to the carts that the City has used for over 15 years so current parts inventory can be used. The initial contract term was for two years, with the option of extending for three one-year periods. This utilizes the third and final extension. Pricing will remain the same as the initial term.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 300,000.00	#	4500-44200-94000-56401
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WINDSOR, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 5-12-14
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>		cwahl@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	swindsor@spokanecity.org	
<u>Additional Approvals</u>		rschoonover@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	jtieken@spokanecity.org	
		cmarchand@spokanecity.org	
		kmadsen@otto-usa.com	
		<u>Tax &amp; Licenses</u>	

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Management**  
**May 12, 2014**

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**Subject**

Extension of a Value Blanket Order for the purchase of yard waste carts.

**Background**

The Solid Waste Management Department requests the extension of a Value Blanket Order to purchase yard waste carts. A bid (#3684-10) was issued for 95-gallon yard-waste carts. The contract was awarded to Otto Environmental Systems, LLC. The initial contract was for two years with the option of three one-year extensions.

This will be the third and final one-year extension. All pricing will remain the same as the initial contract.

**Impact**

Diversion from disposal allows residential accounts to benefit from the reduced costs to recycle yard waste compared to disposal, as well as make a positive environmental impact. Purchase of these carts will allow us to have inventory available for cart replacement, as well as new account growth. The anticipated annual expenditure is up to \$300,000, including tax.

**Action**

Recommend approval

**Funding**

All funding for this purchase will be from the Solid Waste Management Department funds.

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

06/02/2014

<u>Date Rec'd</u>	5/21/2014
<u>Clerk's File #</u>	OPR 2010-0429
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	SCOTT 625-7806	<u>Project #</u>	
<u>Contact E-Mail</u>	SWINDSOR@SPOKANECITY.ORG	<u>Bid #</u>	3685-10
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4500 - SWM VALUE BLANKET PURCHASE OF AUTOMATED REFUSE CARTS		

Agenda Wording

One-year extension to Value Blanket Order with Otto Environmental Systems, LLC (Eloy, AZ) for the purchase of Automated Refuse Carts--annual estimated expenditure \$300,000 (including tax).

Summary (Background)

Otto Environmental Systems was the lowest responsive bidder to the City's request for bids #3685-10. Request for bids were sent to 13 vendors with 3 responses. These 32, 68 and 95 gallon refuse carts are identical to the carts that the City has used for over 15 years so current parts inventory can be used. The initial term was for two years, with the option of extending for three one-year periods. This utilizes the third and final extension. Pricing will remain the same as the initial term.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 300,000.00	#	4500-45100-94000-56401
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WINDSOR, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 05-12-14
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	cmarchand@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	<u>Tax &amp; Licenses</u>	
<u>Additional Approvals</u>		swindsor@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	amilsom@spokanecity.org	
		rschoonover@spokanecity.org	
		cwahl@spokanecity.org	
		kmadsen@otto-usa.com	

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Management**  
**May 12, 2014**

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**Subject**

Extension of a Value Blanket Order for the purchase of garbage carts.

**Background**

The Solid Waste Management Department requests the extension of a Value Blanket Order to purchase garbage carts. A bid (#3685-10) was issued for 32-gallon, 68-gallon and 95-gallon garbage carts. The contract was awarded to Otto Environmental Systems, LLC. The initial contract was for two years with the option of three one-year extensions.

This will be the third and final one-year extension. All pricing will remain the same as the initial contract.

**Impact**

Refuse carts allow residential accounts to benefit from the automated collection of garbage for disposal. Purchase of these carts will allow us to have inventory available for cart replacement, as well as new account growth. The anticipated annual expenditure is up to \$300,000, including tax.

**Action**

Recommend approval

**Funding**

All funding for this purchase will be from the Solid Waste Management Department funds.



**Agenda Sheet for City Council Meeting of:**  
06/02/2014

<b>Date Rec'd</b>	5/21/2014
<b>Clerk's File #</b>	OPR 2014-0422
<b>Renews #</b>	

<b>Submitting Dept</b>	FLEET SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	GENE 625-7865	<b>Project #</b>	
<b>Contact E-Mail</b>	GJAKUBCZAK@SPOKANECITY.ORG	<b>Bid #</b>	BID #4015-14
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	RE #16905
<b>Agenda Item Name</b>	5100-FLEET SERVICES PURCHASE OF TANDEM DRUM ASPHALT ROLLER		

**Agenda Wording**

Low bid meeting specifications of Modern Machinery (Spokane, WA) for the purchase of one (1) Tandem Drum Asphalt Roller - \$141,310.00 including sales tax.

**Summary (Background)**

On April 14, 2014 sealed bids were opened to provide the City of Spokane Fleet Services Department with a Tandem Drum Asphalt Roller. Four (4) bids were received. The lower priced bids submitted do not meet specifications and based on an analysis by Street Department staff, will not perform as well in the application as the unit selected.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 141,310.00	#	5110-71400-94000-56413
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	JAKUBCZAK, GENE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	ROMERO, RICK	<b><u>Other</u></b>	PWC - 5/12/14
<b><u>Finance</u></b>	LESESNE, MICHELE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	Purchasing: tprince	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	Fleet Services - gjakubczak & fleetservices	
<b><u>Additional Approvals</u></b>		Taxes & Licenses	
<b><u>Purchasing</u></b>	WAHL, CONNIE		

**FLEET SERVICES  
MEMORANDUM**

May 22, 2014

**TO: PURCHASING DEPARTMENT**

**FROM: GENE JAKUBCZAK**  
**FLEET SERVICES DIRECTOR**

**SUBJ: BID # 4015-14**

After careful consideration, the Fleet Services Department recommends bid #4015-14 be awarded to Modern Machinery, the lowest responsive bidder, for the purchase of one Tandem Drum Asphalt Roller. Four bids were received. The lower priced bids submitted do not meet specifications and based on an analysis by Street Department staff, will not perform as well in the application as the unit selected.

QTY	ITEM	EACH	TOTAL
1	Hamm HD+110 VO 2013 Asphalt Roller	\$130,000.00	\$130,000.00
Sales Tax	8.7%		\$ 11,310.00
<b>TOTAL</b>			<b>\$141,310.00</b>

cc: Shane Thornton  
Mark Serbousek

**BRIEFING PAPER**  
**Public Works Committee**  
**Fleet Services**  
**May 12, 2014**

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**Subject**

Purchase of one (1) Hamm Tandem Drum Asphalt Roller for \$141,310.00, (tax incl.) as a replacement unit for the Street Department from Modern Machinery of Spokane.

**Background**

This roller is being purchased utilizing the results of bid #4015-14.

**Impact**

This equipment will replace a unit in the Street Department's fleet that has reached the end of its economic service life.

**Action**

Recommend approval.

**Funding**

Funding is available in the department's 2014 replacement fund.

TANDEM DRUM ASPHALT ROLLER  
 BID 4015-14 OPEN: 4/14/14

	Central Machinery Sales 1792 E. James Street Pasco WA 99031  Van Fowers 509-430-4654 Van_fowers@msn.com  Case DV210 210 2014	Rowand Machinery 6210 W Rowand Rd Spokane WA 99224  Virgil Green 509-838-5252 vgreen@rowand.com  Dynapac CC4200 2014	Modern Machinery 4428 E Trent Avenue Spokane WA 99212  Dan Kaercher 509-541-0754 dakaercher@modernmachinery.com  Hamm HD+110 VO 2013	Clyde/West Inc. 4030 E Trent Avenue Spokane WA 99202  John Cushman 509-534-5933 jcushman@clydewest.com  Volvo DD110B 2014
UNIT PRICE:	\$95,000.00	\$116,345.21	\$130,000.00	\$135,055.00
TOTAL: (NOT INCLUDING TAX)	\$95,000.00	\$116,345.21	\$130,000.00	\$135,055.00
Delivery	150 Days FRO	90-120 Days FRO	5 Days FRO	Approx 120 Days FRO
Exceptions:	Weights– Front Drum 11,574 lbs – Rear Drum 11,354 lbs  Drums – 6” Drum offset; 11.4” Ground clearance; 29.9 curb clearance  Engine – 99HP@2200RPM  Vibration/Oscillation – Gear Pump; Low 17,256@2700 RPM Amplitude .0138 IN  High 24,651@3180RPM Amplitude .0276 IN  No Oscilating rear drum  Steering – 6 degree +/- oscillation  Chassis – Rotates 160			



	<p>degrees</p> <p>Intruments – No High Hydraulic oil temperature warning light</p> <p>No Air filter restriction indicator light</p> <p>Vibration/Oscillation on/off only</p>	<p>Weights – operating weight = 22,500 lbs; front drum 11,250 lbs/rear drum 11,250 lbs</p> <p>Drums - .71” drum thickness</p> <p>Engine – 125HP</p> <p>Drive System – 45% grade</p> <p>Chassis – Single F&amp;R Lever; Can only access control levers from one side of machine</p>		<p>Drums – .79 thickness; Hydraulic offset; Curb Clearance &amp; ground clearance – NO</p> <p>Engine – NO 131.5 SAE horsepower</p> <p>Fuel Tank – No clean-out covers</p> <p>Drive System – No rear drum static mode – oscillating</p> <p>Vibration/Oscillation – No – Oscillation Drum only</p> <p>Chassis – See product specification brochure</p>
<p>Warranty:</p> <p>Months</p> <p>Hours</p> <p>% Coverage</p>	<p>12</p> <p>Unlimited</p> <p>See warranty form attached to bid response</p>	<p>12</p> <p>Unlimited</p> <p>100%</p>	<p>(powertrain)</p> <p>12</p> <p>2000</p> <p>Expires 4/30/2015</p>	<p>12</p> <p>1500</p> <p>100%</p>
Pay by Credit Card	No	No	No	No



**Agenda Sheet for City Council Meeting of:**  
06/02/2014

<b>Date Rec'd</b>	5/21/2014
<b>Clerk's File #</b>	OPR 2014-0423
<b>Renews #</b>	

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN KEGLEY 625-7840	<b>Project #</b>	
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG	<b>Bid #</b>	4007-14
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	RE16958
<b>Agenda Item Name</b>	4100-WATER DEPARTMENT PURCHASE OF THREE HORIZONTAL SPLITCASE		

**Agenda Wording**

The lowest bid meeting specifications was APSCO LLC, (Kirkland, WA) for the purchase of three (3) Horizontal Splitcase pumps - \$47,164.93, including sales tax.

**Summary (Background)**

On March 31, 2014 sealed bids were received to provide the Water Department with three (3) Horizontal Splitcase pumps for Garden Park Booster Station. Eight(8) bids were received. The lowest priced bid submitted did not meet specifications so the second lowest bid meeting specifications was accepted.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 47,164.93	#	4100-42490-94000-56501-15712
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	ROMERO, RICK	<b><u>Other</u></b>	PWC - 5/12/2014
<b><u>Finance</u></b>	LESESNE, MICHELE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	tprince	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	dkegley, ACline	
<b>Additional Approvals</b>			
<b><u>Purchasing</u></b>	WAHL, CONNIE		

THREE (3) HORIZONTAL SPLITCASE PUMPS FOR GARDEN PARK PUMP STATION  
BID #4007-14 OPEN: 3/31/14

	APSCO LLC PO Box 2639 Kirkland WA 98083	Cascade Mach. 4600 E Marginal Way S Seattle WA 98124	United Crown Pump & Drilling 3125 W Hayden Ave Hayden ID 83835	Agricultural Services PO Box 627 Blackfoot ID 83221	Patterson Pump Co 2129 Ayersville Rd Toccoa GA 30577	HD Fowler Co 6625 E Sharp Spokane Valley WA 99212	C.H. Spencer and Co PO Box 26066 Salt Lake City UT 84126	Specialty Pump Service 4712 S Thor Street Spokane WA 99223
Two (2) 5000 gpm @ 85 ft PUMPS w/150hp MOTORS	Included	\$26,359.00/ea 12L2A (12s12x14A)	22,332.00/ea	\$32,395.00/ea	\$14,740.00/ea	\$16,981.12/ea	\$28,900.00/ea	\$28,087.00/ea
One (2) 3500 pgm @ 85 ft. PUMP w/100hp MOTOR	Included	\$17,789.00/ea 10L3A (10x12x12)	\$16,910.00/ea	\$22,406.00/ea	\$11,850.00/ea	\$12,614.45/ea	\$21,400.00/ea	\$21,907.14/ea
TOTAL	\$43,390.00	\$70,507.00	\$61,574.00	\$87,196.00	\$41,330.00	\$46,576.69	\$79,200.00	\$78,081.42
Sales Tax – 8.7%	\$3,774.93	\$6134.11	\$5,356.94	\$7,586.05	\$3,595.71	\$4,052.17	\$6,890.40	\$6,793.08
TOTAL BID:	\$47,164.93	\$76,641.00	\$66,930.94	\$94,782.05	\$44,925.71	\$50,628.66	\$86.090.40	\$84,874.50
5000 Pump Efficiency:	81%	81%	78.53%	85.9%	86%	81%	86%	Per spec
Motor Efficiency:	95.4%	136hp	95.8	95.8	95%	95.8%	95.8%	Per spec
3500 Pump Efficiency:	85%	85%	83.54%	85.7%	86%	85%	80%	Per spec
Motor Efficiency:	95.0%	91.4hp	95.4	95.4	95%	95.4%	95.4%	Per spec
Exceptions to Specifications	Casing: Pump stuffing box flush is externally piped  Installation – One (1) day of site supervision is included		Design Conditions: Taking exception to the 80% min efficiency for the higher capacity pumps.  Taking exception to the materials of construction. Offering AMP's standard materials which are the following: Casing – cast iron (ASTM A48 class 30) Impeller – bronze (C952) Shaft – stainless steel (420ss)	Nearest service center: Grundros GBS Inc. 9400 SW Tualatin-Sherwood Rd., Tualatin OR 97062  Design Conditions: 5000 gpm pumps Shutoff Head 130TDH  3500 gpm pumps shutoff head 136 TDH  Shaft Sleeve will be 416 SST  Shaft Sleeve:	Nearest service center: Unit Process Co. Everett, WA Or Toccoa GA  The pricing page includes entries for pump and motor efficiency only. Wire to water efficiency shall be 81.7% for both pumping units  Casing: Patterson's split- case pumps are	Design Conditions: BEP is slightly left of the operating point  Casing: Pump design requires the use of external flush lines  Shaft Sleeves: Shaft Sleeve is secured by a nut external of the packing box  Bearings: Both inboard and outboard are single row ball design.	Impeller: One impeller is sand cast and polished. The other is vacuum cast.  Shaft Sleeves: Shaft sleeve does not have Teflon Coated Gasket  Case Wearing Ring: Casing wear ring does not have shoulder  Stuffing Box: Pump to be suplied with Mechanical Seal as allowed above	

11

12

			<p>Shaft sleeve – bronze (C952) Case wear ring – bronze (C836) Upper nail of casing contains passageways for internal seal lubrication Bearing housings are bolt on Shaft sleeves have external O-rings to stop leakage of the product Inboard/outboard bearings are single row, deep groove type, precision grade with cartridge mounting. Taking exception to testing as it is for vertical turbine pumps. Offering non-witnessed factory performance and hydrostatic pump testing Offering coating for potable water applications Factory service man for field services rate is \$1500 per day plus expenses. Not included in the quoted price. Offered using American Marsh Pumps Standard materials dimensions &amp; construction Products, services and appurtenances not specifically listed</p>	<p>“O” Ring will be provided in place of teflon coated steel gasket</p>	<p>designed with external seal flush lines.  Impeller: Shaft sleeves are not threaded. Threaded sleeve nuts located outside the stuffing box position the sleeves and impeller while the impeller key, which extends into the sleeves locks the sleeves against the rotation.  Shaft Sleeves: Sleeves are not threaded. Sleeve nuts are threaded. Threads are sealed by an o-ring between the sleeve and sleeve nut.  Stuffing Box: Stuffing boxes on proposed pumps are designed for mechanical seals only  Packing: Pumps are proposed with mechanical seals  Packing Gland: Single-piece gland offered which is rigid-bolted to the</p>	<p>Housing relays on close fitting closure, but is not moisture proof. Grease ports are fitted with pipe plugs. See enclosed case study on bearing life. Pumps will meet bearing life required.  Coupling: A Flex coupling is offered per spec. If pump is operated by VFD a metal grid coupling is required.</p>	<p>Packing Gland: Pump to be supplied with mechanical seal as allowed above</p>	
--	--	--	--	---	--	---	---	--

			are not included Std lead time 12-14 weeks from receipt of PO and approval.		face of the stuffing box. Swing bolts, split-glands, and packing not offered.  Shaft: Deflection specification met at all specified operating heads (70-100 ft TDH)  Bearings: Outboard bearings are single-row. Bearing life shall be as specified. Bearing life requirement met at all specified operating heads (70-100 ft TDH)			
Delivery of Pumps & Motors	70 days FRO	60 days FRO	90-105 days FRO	140 days FRO	100 days FRO	70 days FRO	200 days FRO	120 days FRO
Business License Number	603-168-092	T13033498	T11038611			179 016 679		T12047722BUS
Supplier accept credit card	NO	YES	YES	YES	NO	NO	NO	NO
Additional Purchases	YES	YES	YES	YES	YES	NO	NO	YES

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

06/02/2014

**Date Rec'd**

5/21/2014

**Clerk's File #**

OPR 2014-0424

**Renews #**

OPR 2013-0248

<b>Submitting Dept</b>	HEARING EXAMINER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BRIAN MCGINN 6010	<b>Project #</b>	
<b>Contact E-Mail</b>	BMGINN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	INTERLOCAL WITH COUNTY FOR HEARING EXAMINER SERVICES		

**Agenda Wording**

Interlocal Cooperation Agreement between Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2014, and running through December 31, 2014.

**Summary (Background)**

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$128.05 per hour or at a negotiated rate . . .

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MCGINN, BRIAN	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	areid@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	MDempsey@spokanecounty.org	
<b>Additional Approvals</b>		DErickson@spokanecounty.org	
<b>Purchasing</b>		State Auditor	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

This interlocal relationship has been in effect since 1996.

**Fiscal Impact**

Select     \$

Select     \$

**Budget Account**

#

#

**Distribution List**


Return to: Office of the City Clerk  
808 West Spokane Falls Blvd.  
Spokane, Washington 99201

City Clerk's No. OPR 2014-0424

*14-0238*

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
SPOKANE COUNTY AND THE CITY OF SPOKANE  
FOR HEARING EXAMINER SERVICES**

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County", and the CITY OF SPOKANE, a Washington municipal corporation, as "City," jointly referred to hereinafter as the "parties",

**RECITALS**

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and



WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate ONE HUNDRED TWENTY EIGHT AND 5/100 DOLLARS (\$128.05) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this Agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this Agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This Agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This Agreement shall begin January 1, 2014, and run through December 31, 2014, unless terminated sooner. The parties acknowledge that the availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each Hearing Examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of the party requesting services under this Agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of.

8. INDEMNIFICATION.

- A. 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.
- B. 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.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, 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.

- D. 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.
  - E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
  - F. 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.
9. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice to the other party. If the Agreement is terminated, each party shall reimburse the other for any services performed pursuant to this Agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. VENUE. 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 proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.
13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of 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 the parties hereto, or posted on each of the parties' websites.
14. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this  
18th day of March, 2014.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
Al French, Chair

  
Todd Mielke, Vice-Chair

  
Shelly O'Quinn, Commissioner

ATTEST:

  
Daniela Erickson  
Clerk of the Board

Date: \_\_\_\_\_

CITY OF SPOKANE

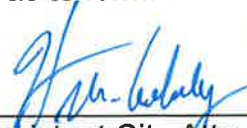
By: \_\_\_\_\_

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

Attest:

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

Approved as to form:

By:   
Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
06/02/2014

<b>Date Rec'd</b>	5/21/2014
<b>Clerk's File #</b>	OPR 2014-0425
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2007-0149
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR 14492

<b>Submitting Dept</b>	UTILITIES
<b>Contact Name/Phone</b>	LLOYD BREWER 625-6968
<b>Contact E-Mail</b>	LBREWER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4360 WATERSHED PLAN IMPLEMENTATION MOA

**Agenda Wording**

Multi-agency agreement providing \$2,000 of City funding to the Spokane County Conservation District for meeting facilitation and reporting for the Regional Watershed Implementation Team.

**Summary (Background)**

The Watershed Implementation Teams for Water Resource Inventory Areas (WRIAs) 55/57 and 56 have each agreed to consolidate their administrative functions to gain time and cost efficiencies and further coordinate regional watershed planning and implementation. This agreement provides resources to the Spokane County Conservation District which has agreed to be the Lead Agency.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 2,000	#	4360-43510-35141-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ROMERO, RICK	<b>Study Session</b>	
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	Public Works 12 May
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	Lbrewer@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	bpatrick@spokanecity.org	
<b>Additional Approvals</b>		walt-edelen@sccd.org	
<b>Purchasing</b>		rlindsay@spokanecounty.org	

**MEMORANDUM OF AGREEMENT:  
FOR IMPLEMENTING THE WATERSHED PLANS AND DETAILED  
IMPLEMENTATION PLANS FOR WRIAS 55, 57, 54, and 56  
THE LITTLE SPOKANE AND MIDDLE SPOKANE, LOWER SPOKANE,  
AND LATAH CREEK WATERSHEDS**

WHEREAS, chapter 90.82 RCW concerns watershed planning. It provides for a collaborative process for participating governmental entities, non-governmental organizations, and other interested parties to implement the local watershed plan; and

WHEREAS, this Memorandum of Agreement (MOA) seeks to further that statutory process with respect to watershed plan implementation for the Little Spokane River, Middle and Lower Spokane River, and Hangman (Latah) Creek Water Resources Inventory Areas (WRIAs) 55, 57, 54, and 56; and

WHEREAS, the process in chapter. 90.82 RCW and this MOA is not intended to formally determine or resolve any legal dispute about water rights under state or federal law. Instead, it provides for an alternative, voluntary means to engage in cooperative planning and managing the use of Washington's water resources; and

WHEREAS, effective watershed plan implementation cannot take place without participation of government entities, non-governmental organizations, and other interested parties within the WRIA; and

WHEREAS, as the result of the work of Planning Units established to initiate the watershed planning process, Watershed Management Plans, also "Plans" or "WRIA Plans", have been adopted:

- (a) Little and Middle Spokane Watershed Management Plan (ver. 6/16/2005), adopted January 31, 2006 by Pend Oreille,, Spokane, and Stevens Counties' Boards of Commissioners;
- (b) Little and Middle Spokane Watershed Detailed Implementation Plan (DIP) approved February 20, 2008;
- (c) Hangman (Latah) Creek Water Resources Management Plan (ver. 05/19/2005), adopted September 26, 2005 by Spokane and Whitman Counties' Boards of Commissioners;
- (d) Hangman (Latah) Watershed Detailed Implementation Plans (DIP) approved February 19, 2008;

- (e) Lower Spokane Watershed Plan (ver. 8/5/2009), adopted October 22, 2009 by Lincoln, Spokane, and Stevens Counties' Boards of Commissioners; and
- (f) Lower Spokane Detailed Implementation Plan approved December 14, 2010;

WHEREAS, concurrent with the WRIA 55/57 watershed planning process, the West Branch of the Little Spokane River Watershed Committee independently developed the West Branch Little Spokane River Watershed Implementation Plan (12/31/2008); the applicable portions of that plan that were consistent with the existing Little and Middle Spokane River Watershed Management Plan (adopted 1/31/2006) and Detailed Implementation Plan (approved 2/20/2008), were reviewed and incorporated into the Little and Middle Spokane River Detailed Implementation Plan by the WRIA 55/57 Watershed Implementation Team in September 2007.

And

WHEREAS, the Lower Spokane (WRIA 54) Watershed Implementation Team will receive State Fiscal Year 2014 and 2015 Phase 4 funds, which it will independently manage pursuant to the terms of MEMORANDUM OF AGREEMENT TOWARDS DEVELOPING A DETAILED IMPLEMENTATION PLAN FOR WRIA 54 THE LOWER SPOKANE WATERSHED (OPR 2010-0646 August 13, 2010) and including AMENDMENT NO. 1 thereto (December 10, 2012); and

WHEREAS, the Watershed Implementation Teams (WITs) for WRIAs 55/57 and 56, successors of the Planning Units, as further described below in Sections 2 and 5, have each agreed to consolidate their administrative functions to gain time and cost efficiencies and further coordinate regional watershed planning and implementation.

NOW, THEREFORE, the parties agree as follows:

**1.0 Purpose:** The purpose of this MOA is to further implement the Watershed Management Plans and the Detailed Implementation Plans as described above. This MOA may have other "resulting agreements" as provided for in Section 6.4.

**2.0 Definitions:**

**2.1 "Consensus"** means agreement. It means finding a proposal acceptable enough that all team members can support it, with no member opposing it. One that can be supported, even if not the "favorite" of each individual or member. Consensus decision making.

**2.2 “Consensus Decision Making”** is a process of collaboration, and is the process by which group members reach agreement on a particular decision. The goal is to come to a decision that members can support following a respectful hearing of all issues and concerns.

**2.3 “Detailed Implementation Plan” or “DIP”** has the same meaning as used in RCW 90.82.043 and RCW 90.82.048, as the document with the strategies implementing the WRIA Plan. For references to the WRIA Plan, see the Little and Middle Spokane Watershed Management Plan below.

**2.4 “Implementing Party”** is any entity, governmental or non-governmental, agreeing to participate and having legal authority to contract to implement elements in the DIPs. An Implementing Party may be either an Implementing Government or an Implementing Non-Governmental Member (NGM). These groups are further described:

**2.4.1 “Implementing Governments”** are those governmental entities, including Indian Tribes, having a role in Plan implementation as described in the DIPs, with legislative and regulatory authority to perform such role, whose jurisdiction lies wholly or partly within the boundaries of WRIAs 54, 55 and 57, or 56, and who are signatories to this MOA. For the purposes of participation in the Watershed Plan Implementation, the Department of Ecology represents itself and other State Agencies to the extent they and Ecology have mutually agreed. This shall not prevent other State Agencies from joining this MOA by written agreement.

**2.4.2 Implementing non-governmental persons or entities, “NGM”**, entering into contractual relationships to implement elements as identified in the WRIA Plans and DIPs. An implementing NGM need not be a Watershed Implementation Team member.

**2.5 “Implementing rules”** has the definition in RCW 90.82.020 (2)<sup>1</sup>.

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<sup>1</sup> **RCW 90.82.020 Definitions.** Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Department" means the department of ecology.

(2) "Implementing rules" for a WRIA plan are the rules needed to give force and effect to the parts of the plan that create rights or obligations for any party including a state agency or that establish water management policy.

(3) "Minimum instream flow" means a minimum flow under chapter 90.03 or 90.22 RCW or a base flow under chapter 90.54 RCW.

(4) "WRIA" means a water resource inventory area established in chapter 173-500 WAC as it existed on January 1, 1997.

(5) "Water supply utility" means a water, combined water-sewer, irrigation, reclamation, or public utility district that provides water to persons or other water users within the district or a



**2.6** “Lead Agency” is that entity that shall convene the Regional Watershed Implementation Team (RWIT) and administer the Watershed Grant Funds received [Ref. RCW 90.82.040(2)]. The Lead Agency contracts for services, using funds available under ch. 90.82 RCW or contributed through other sources. The Lead Agency has no power to bind another Government without its expressed written consent, through its governing body. The Lead Agency shall likewise be responsible for application and management of grant funds for purpose of this MOA. Designation of a Lead Agency does not limit the option of another Government to apply for and manage grant funds for plan implementation. [Cross reference, RCW 90.82.060 (6)]

**2.7** “Minimum instream flow” has the definition of RCW 90.82.020 (3) (Fn. 1).

**2.8** “Obligation” means any required action that imposes fiscal impact, a re-deployment of resources or a change of existing policy. (Cross reference, RCW 90.82.020 (2).) Note: the undersigned parties recognize that all financial obligations must obtain governing body approval and satisfy individual members’ procurement processes prior to becoming binding.

**2.9** “Planning Units” were committees formed pursuant to chapter 90.82 RCW by the Initiating Governments to initiate the chapter 90.82 RCW processes, which resulted in the adopted Watershed Management Plans (the Plans). For the purpose of developing the Detailed Implementation Plans to implement the Watershed Management Plans, the Planning Units were replaced by the Watershed Implementation Teams (WITs) as further described below.

**2.10** The “Regional Watershed Implementation Team” (RWIT) is formed for the purpose of implementing the Watershed Management Plans. The RWIT can act and/or make decisions but only as consistent with section 6 below. Any member may ask that a proposed action, decision or topic be dealt with by WRIA specific RWIT members. RWIT membership and WRIA association is listed in Attachment B. The membership list may be amended by its members as provided in Section 5.

**2.11** The “Watershed Management Plans”, sometimes also referenced as the “Plans” are defined in RCW 90.82.020 (6) with

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division or unit responsible for administering a publicly governed water supply system on behalf of a county.

(6) "WRIA plan" or "plan" means the product of the planning unit including any rules adopted in conjunction with the product of the planning unit.

respect to the regional WRIAS 54, 55 and 57, and 56. The plans include any rules adopted in conjunction with the product of the Planning Units.

**2.12** “Watershed Implementation Teams” (WITs) are the successors of the Planning Units, formed for the purpose of implementing the Watershed Management Plans.

**2.13** “WRIA” is a water resource inventory area, as provided for under RCW 90.82.020 (4). This MOA concerns WRIAs 54, 55/57, and 56.

**3.0 Scope:** Watershed Planning and Implementation includes opportunities to receive state grant funding and other grants sometimes requiring local match funding.

**4.0 Lead Agency:** The Spokane Conservation District shall serve as the Lead Agency under this MOA for the Regional Watershed Implementation Team (RWIT). WRIA 55/57 and 56 will administratively fall fully under the RWIT upon this agreement being signed. WRIA 54 will not do so until July of 2015. In the interim the RWIT Lead Agency will assist Spokane County as mutually agreed in the administration of the WRIA 54 WIT. The Lead Agency has the following responsibilities under this MOA:

**4.1** Administer funds and may contract for any necessary services to support implementation of the watershed plans.

**4.2** Organize and facilitate monthly/quarterly meetings in order to support and coordinate communication with and among the RWIT as it relates to implementation of watershed plans and administration of the RWIT process.

**4.3** Provide meeting summaries and develop agenda items.

**4.4** Provide quarterly billing summary and status of administration funds

**4.5** Develop and distribute annual budget per section 7.2

**4.6** Provide annual billing for and receive obligated funds for administration per Section 7.2.

**4.7** Develop and distribute a draft annual report as described in Section 6.8

**4.8** Distribute approved annual report as described in 6.9.

**4.9** Apply for and manage administrative grant funds for the purpose of this MOA.

**4.10** Provide written notification of intent to remove members per section 5.2.2.

**4.11** Apply for and manage implementation grant funds for any implementing party that requests and/or requires assistance.

**4.12** Coordinate project budgets and utilization of consultants as agreed upon by the RWIT per the process described in Section 6.0.

**4.13** The Lead Agency can voluntarily withdraw or be removed from service as described in Section 8.4

**5.0 Regional Watershed Implementation Team (RWIT):** The RWIT is composed of the parties signing this MOA and any as listed in Attachment A. Future membership may be amended in accordance with this MOA.

**5.1** The Parties in Attachment A have appointed a representative or representatives to the RWIT. New non-governmental representation in the RWIT may be developed as outlined in Section 5.2. Each member of the RWIT is responsible to appoint one primary representative and as many alternates as desired. Alternates may serve in lieu of the primary contact.

**5.2** The appointed Representatives of Implementing Governments shall be members of the RWIT. With respect to NGMs not listed in Appendix A, the RWIT may, by consensus accept a new member, who has attended three consecutive regular RWIT monthly meetings, pursuant to Section 6. In deciding to accept a RWIT candidate, the RWIT shall be guided by considerations of assuring that water resource user interests and the directly involved local-level interest groups have a fair and equitable opportunity to give input and direction to the process. [Cross reference, RCW 90.82.030 (1)]

**5.2.1** An existing NGM representative may be removed from membership status if such person misses three consecutive regular RWIT monthly meetings. A motion to remove is introduced at a regular RWIT meeting. Thereafter, the Lead Agency and/or a designee shall contact the party in question, no less than 10 business days before the next regular meeting. The majority of the RWIT members in attendance at the next regular meeting may then terminate voting membership by consensus pursuant to Section 6. A removed NGM representative may join again as provided in Section 5.2.

**5.2.2** Where a voting Government representative on the RWIT misses three consecutive regular monthly meetings, written notice shall be given of the intent to remove the Government membership status at least 10 business days prior to a regular monthly meeting at which the question of removal is to be considered. At such meeting, the removal must be approved by consensus, per Section 6, of the RWIT members in attendance and the appointing Government shall then be given written notice of such action. The removal does not become effective unless the appointing Government fails to appoint or reappoint a representative within sixty (60) days of being notified. The appointing Government can appoint a new representative or reappoint a removed representative with fully restored membership rights at any time thereafter.

**5.2.3** Government withdrawal: see Section 8.3.

**5.3** The RWIT may adopt rules for operation, decision-making, and membership to supplement those presented in this MOA but not in conflict with the MOA.

## **6.0 Process for RWIT Decision Approvals, Annual Report:**

**6.1 Implementing Government Members.** In so far as possible, all decisions of the RWIT will be by Consensus. Should the RWIT be unable to reach consensus then the IG representatives must reach Consensus. Consensus may be expressed in-person at a RWIT meeting or in writing before the discussion is scheduled to take place, in the event an individual IG representative is unable to attend a particular meeting. No decision may bind any IG to an obligation without formal written approval of the IG's governing body. State and federal agencies may be bound, with their consent, upon consensus decision. For the purposes of this MOA, "Obligation" is defined in Section 2.8.

**6.2 Non-Implementing Government Members.** Where Consensus has been reached among Implementing Government representatives, whether or not in attendance, but a consensus cannot be reached among other RWIT members after a reasonable amount of time, approval for the purposes of participation of such non-government members shall be by majority vote among those non-government members in attendance at a meeting and shall decide the issue for such members. A "reasonable amount of time" as used in this paragraph is determined by majority vote of all those RWIT members in attendance at the meeting, except that a reasonable amount of time shall not be less than deferring a vote until the next regular meeting following the meeting with the call to vote.

### **6.3 Resulting Agreements; Adjustments.**

**6.3.1** In furtherance of this MOA, there may be agreements between IGs, NGOs, signatories hereto and third parties, or combinations of the aforementioned. These resulting agreements for each plan may have specific requirements, depending on their individual needs.

**6.3.2** This MOA envisions a collaborative process which may be subject to adjustment to address specific situations and issues. As resulting agreements are developed, obligations may be stated in one or more categories or classes of expenditures, which may be subject to adjustment as Plans are being implemented as based on RWIT decisions. This MOA recognizes that any changes to financial obligations may require obtaining approval from individual member governing/legislative bodies. Such adjustments to this MOA shall be in writing and signed by RWIT members affected by changes in financial obligations

**6.3.3** Resulting agreements may provide for reallocation of programs, obligations or expenditures within a given category, subject to an overall, not to exceed maximum amount, for the entire term or within a given calendar year. In general, it is the intent of this MOA, that any resulting agreements may provide for a reallocation not to exceed forty-six thousand five hundred dollars (\$46,500) within a given calendar year for any one party without further express approval of its approval authority, or in the case of an IG, its governing body.

**6.4 Fulfilling Obligations.** An IG which accepts and completes an obligation as specified in the DIPs shall be regarded as having fulfilled its responsibilities for these issues, recommendations, and/or strategies under the Watershed Management Plans or other related regulatory requirements during the finite terms specified under the DIPs.

**6.5 NGM Consent.** NGMs may consent to element(s) of the actions that impose an obligation on such NGMs by written approval of their governing bodies. This shall not preclude any requirement for a contractual agreement for NGM Implementers to utilize funding from an Implementing Government.

**6.6 Technical Decisions.** All technical decisions will be based on best available science. For purposes of Watershed Planning in WRIAS 54, 55 56, and 57, the RWIT will use the criteria in WAC 365-195-905. For such elements that include implementation by Indian Tribal agencies, best available science criteria may be modified to include best available science determinations by tribal natural resource agencies or departments.

**6.7 Technical Advisory Group.** Technical advisory group(s) and/or work group(s) may be established by the RWIT to provide reports and recommendations on specific issues.

**6.8 Annual report.** On an annual basis, beginning no later than May 1, 2014, and thereafter on May 1<sup>st</sup> of each year or the next business day if May 1 is not a business day, the Lead Agency will deliver to the RWIT members a draft report detailing:

- a) the previous calendar year's progress in meeting plan goals,
- b) an outline of any proposed changes in the Detailed Implementation Plans, and
- c) an outline of any proposed changes in the Watershed Management Plans,
- d) an annual financial summary.

## **6.9 RWIT Approval, further procedures.**

**6.9.1** The annual report will be considered by the RWIT within the sixty (60) days for approval. If approved by the RWIT, the report will be forwarded to all participating parties and IGs.

**6.9.2** Upon approval by the RWIT, proposed Plan changes will be considered final after thirty (30) days unless an IG or a majority of the non-government participants submits a written request to the RWIT that the proposed changes go through a formal adoption process, subject also to Section 6.4.

**6.9.3** The formal adoption process is the process which was followed when the original plans were adopted except that for Watershed Plan amendment approval separate approval by the Counties may serve in place of a joint meeting approval. In addition, the parties understand that the requirements of the Washington State Interlocal Cooperation Act chapter 39.34 RCW must be followed where applicable.

## **7.0 Funding:**

**7.1** By signing this MOA, the IGs intend to provide funding to the Lead Agency for administrative costs necessary to carry out the Implementation Process. All undersigned parties recognize that any financial obligations must first obtain governing body approval and satisfy individual member's procurement processes prior to becoming binding. Attachment "A" represents the agreement to the Grant Authority to provide resources to meet the administrative costs and provide "matching portion" of the grants for implementation.

**7.2** Consistent with agreed to obligations in Attachment “A” and an RWIT approved annual budget, the Lead Agency will bill obligated parties in January for annual administrative costs. It is understood that the Lead Agency’s ability to perform its obligations under this agreement is contingent upon the billed funds being provided.

**7.3** Consistent with chapter 90.82 RCW where applicable, grant funds, match and staff or other contributed resources may be used for any purpose approved by the Grant Authority and the contributing entities, including the preparation of technical reports for review by the RWIT and/or technical committees and/or focus groups as approved by the RWIT. The budget will also be reviewed and approved by the RWIT.

**7.4** Participation in the RWIT and/or technical committees and/or focus groups by all participants, including officials and staff, shall be contributed time not eligible for reimbursement from grant funding unless expressly approved by IGs, consistent with the provisions of chapter 90.82 RCW.

**7.5** The IGs recognize the financial burden watershed planning places on smaller units of government and support their effort to secure outside sources of funding to ensure effective participation by these entities.

## **8.0 Duration:**

**8.1** This MOA becomes effective on the date as provided in section 11 and terminates four (4) years after such date.

**8.2** Notwithstanding Section 8.1, by written agreement signed by all parties to this MOA, this MOA may be extended an additional period as agreed, not to exceed four (4) years.

**8.3** Any RWIT Member may withdraw from this MOA and the planning process at any time. If any member withdraws, that member shall not be deemed a party to any plan elements or agreement produced after said withdrawal. Withdrawal must be by written notice to the Lead Agency, effective thirty (30) days after receipt of notice by the Lead Agency. Upon receipt of notice, the Lead Agency shall communicate the same in writing to all signatories within ten (10) days. A withdrawing party shall not be entitled to any refund or withdrawal of funds or resources obligated under this MOU absent consent of the affected signatories. The withdrawing party’s unobligated funds or resources shall be released to the withdrawing party.

**8.4** The Lead agency may voluntarily withdraw from its role on any annual quarter but only if a draft report is submitted to the RWIT members by that date covering the period from 1 January to the withdrawal date including a final budget statement, written notice to all of the IGs is made at a minimum sixty (60) days prior to this date, and finally consistent with the budget statement the remaining funds are transferred to the new Lead Agency within thirty days of them accepting. The IGs must select a new Lead Agency within 45 days of the receipt of the notice to withdraw. The new lead agency would then notify all RWIT members of the change within 30 days of accepting the role.

**8.5** The Lead Agency may be removed from service by a majority vote of the IGs. The IGs must select a new Lead Agency within 45 days of removal. The new Lead Agency would then notify all RWIT members of the change within sixty (30) days.

**9.0 Modification:** This MOA may be modified or amended only by a subsequent written document, signed by all current participating parties at the time of the modification or amendment.

## **10.0 Preservation of Rights:**

**10.1** The parties acknowledge that chapter 90.82 RCW provides that the planning process shall not result in provisions which conflict with federally reserved tribal rights. They agree that tribal participation in this process shall not constitute an admission or agreement by the participating tribe that any estimate of federally reserved tribal rights are binding on it, unless the affected tribe expressly so agrees in writing, and such tribal agreement is approved in writing by the appropriate agency of the United States Government (e.g. Bureau of Indian Affairs) as may be required.

**10. 2** Reports and data from original studies conducted by or on behalf of the RWIT are public records pursuant to RCW 40.14.010.

## **11.0 Effective Date:**

**11.1** This MOA shall become effective and commence upon execution as explained herein. After the Lead Agency obtains the signatures of the Implementing Governments listed below, it shall give written notice to all the remaining participants. The date of such notice is the commencement date. The deadline for giving this notice is June 1, 2014 unless extended by consent of the participants.



**11.2** In the event the Lead Agency determines, after a reasonable effort, that it is not possible to obtain the signatures of all parties listed, it shall communicate the same to the remaining parties in writing. Any group of remaining parties may then agree to continue with the MOA as above provided.

## **12.0 Miscellaneous Provisions**

**12.1. Non-Waiver:** No waiver by any party of any of the terms of this MOA shall be construed as a waiver of the same or other rights of that party in the future.

**12.2 Entire Agreement:** This MOA 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 except as provided for in MEMORANDUM OF AGREEMENT TOWARDS DEVELOPING A DETAILED IMPLEMENTATION PLAN FOR WRIA 54 THE LOWER SPOKANE WATERSHED (OPR 2010-0646 August 13, 2010) and including AMENDMENT NO. 1 thereto (December 10, 2012). No changes or additions to this MOA shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

**12.3 Modification:** No modification or amendment to this MOA shall be valid until put in writing and signed with the same process as this MOA.

**12.4 Headings:** The section headings appearing in this MOA 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.

**12.5 Counterparts:** This MOA 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.

**12.6 Severability:** If any parts, terms or provisions of this MOA 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 MOA. If it should appear that any part, term or provision of this MOA 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 MOA shall be deemed to modify to conform to such statutory provision.

**12.7. Relationship of the Parties:** The Parties intend that an independent contractor relationship will be created by this MOA. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose.

### **Section 13: RCW 39.34 REQUIRED CLAUSES**

**13.1 Purpose:** See Section No. 1 above.

**13.2 Duration:** See Section No. 8 above.

**13.3 Organization of Separate Entity and Its Powers:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

**13.4 Responsibilities of the Parties:** See provisions above.

**13.5 Agreement to be Filed:** The City shall file a copy of this Agreement with its City Clerk.

**13.6 Financing:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

**13.7 Termination:** This MOA can be terminated early only by written agreement of the parties as provided in Section 8.0.

**13.8 Property Upon Termination:** Title to all property acquired by any party in the performance of this MOA shall remain with the acquiring party upon termination of the MOA, except where a funding or granting agency/entity retains ownership of property as described in its contract with the funding recipient. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

IN WITNESS WHEREOF, we the undersigned have executed this MOA as of the date as indicated.

PEND OREILLE COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Karen Skoog, Chair

SPOKANE COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Al French, Chair

STEVENS COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wes McCart, Chair

WHITMAN COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Largent, Chair

CITY OF AIRWAY HEIGHTS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Patrick D. Rushing, Mayor

CITY OF SPOKANE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David A. Condon, Mayor

CITY OF SPOKANE VALLEY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dean Grafos, Mayor

CITY OF LIBERTY LAKE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Peterson, Mayor

**CITY OF DEER PARK:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Whisman, Mayor

**TOWN OF MILLWOOD:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin Freeman, Mayor

**WHITWORTH WATER DISTRICT #2:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rick Koller, Chair

**VERA WATER & POWER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rob Oeflein, Chair

**SPOKANE AQUIFER JOINT BOARD:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ty Wick, President

**SPOKANE CONSERVATION DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gerald Scheele, Chair

**THE LANDS COUNCIL:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mike Petersen, Executive Director

**THE COEUR d'ALENE TRIBE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Allan, Chair

THE SPOKANE TRIBE OF INDIANS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rudy Peone, Chair

WASHINGTON STATE DEPT. OF ECOLOGY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Pfeifer, Regional Director

STEVENS COUNTY CONSERVATION DISTRICT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
And Kroiss, Chair

**Attachments:*****Appendix A, Resource Obligations******Appendix B, Implementation Team Members 6/1/2013***

<p>Approved as to form:</p> <p>_____</p> <p>Elizabeth Schoedal, Assistant City Attorney City of Spokane</p>	<p>Approved as to form:</p> <p>_____</p> <p>Ron Arkills, Deputy Prosecuting Attorney Spokane County</p>
<p>Attest:</p> <p>_____</p> <p>Terri Pfister City Clerk City of Spokane</p>	<p>Attest:</p> <p>_____</p> <p>Daniela Erickson Clerk of the Board Spokane County</p>
<p>Approved as to form:</p> <p>_____</p>	<p>Approved as to form:</p> <p>_____</p>
<p>Attest:</p> <p>_____</p>	<p>Attest:</p> <p>_____</p>
<p>Approved as to form:</p> <p>_____</p>	<p>Approved as to form:</p> <p>_____</p>
<p>Attest:</p> <p>_____</p>	<p>Attest:</p> <p>_____</p>

**Attachment A**

**Implementing Parties agree to provide no less than the following resources for the duration of this MOA to meet Implementation administrative costs and any requirement that the RWIT provide match required for implementation Grant funding. (cross reference RCW 90.82.040 & 90.82.040 (2)(e))**

<i>Implementing Party</i>	<i>Resource description (hours * \$ rate) (s)</i>	<i>Match value (\$)</i>	<i>Direct Resource value (\$) (c )</i>
Hangman Hills Water District #15			
Indian Village Estates			
Stevens County PUD			
Vera Water & Power			
Whitworth Water District	(s) 60 * ( \$66+\$20)	5160	\$2,000
Spokane County Water District #3			\$2,500
Spokane Aquifer Joint Board	(s) 60 * \$67	4020	
City of Airway Heights			
City of Deer Park			
City of Liberty Lake			
City of Spokane	(s) 40* \$50	2000	\$2,000
City of Spokane Valley			
Town of Millwood			
Pend Oreille County			

<i>Implementing Party</i>	<i>Resource description (hours * \$ rate) (s)</i>	<i>Match value (\$)</i>	<i>Direct Resource value (\$) (c )</i>
<i>Spokane County</i>	<i>(s)</i>	<i>\$2800</i>	<i>\$2500</i>
Whitman County	(s)		
Pend Oreille County Conservation District			
Spokane Conservation District	(s) 50 * \$50	2500	
Stevens County Conservation District			
Spokane Tribe of Indians			<i>\$1500</i>
Coeur d'Alene Tribe			
Wash. Dept. of Ecology	* *	* *	
Fairchild Air Force Base	* *	* *	

**Resource description codes:**

(s) - staff participation: specify hours per annum and rate of compensation

(c) - direct funding: cash paid to the Lead Agency for WRIA RWIT activities

Resource Rates are based on base salary, benefits, and a 25% mark up for overhead.

\* \* State & Federal funding not eligible for grant matching



## Attachment B RWIT Membership

ORGANIZATION / AGENCY / INDIVIDUAL	PRIMARY REPRESENTATIVE(S)	ALTERNATE(S)	Representing WRIA		
			54	55/57	56
<b>Implementing Governments</b>					
City of Airway Heights	Albert Tripp	Jeff Cochran	X		
City of Deer Park	Roger Krieger			X	
City of Liberty Lake	Mary Wren Wilson			X	
City of Spokane	Doug Greenlund	Lloyd Brewer, Bill Rickard	X	X	X
City of Spokane Valley	Scott Kuhta			X	
City of Millwood	Cleve McCoul			X	
Lincoln County	Jim DeGraffenreid	Courtney Harder	X		
Pend Oreille County	Mike Lithgow			X	
Spokane County	Rob Lindsay	Mike Hermanson, Reanette Boese	X	X	X
Stevens County	Wes McCart,		X	X	
Whitman County					X
NOAA	Katherine Rowden			X	X
WA Department of Ecology	Rusty Post	Sara Hunt	X	X	X
Coeur d'Alene Tribe	Gerald Green				X
Spokane Tribe	Brian Crossley	Chris Butler, Paul Jurun	X	X	
Fairchild Air Force Base	William Shelton		X		
<b>Municipal Water Suppliers</b>			<b>54</b>	<b>55/57</b>	<b>56</b>
Spokane Aquifer Joint Board	Ty Wick		X	X	X
Hangman Hill Water Dist. 15	Ty Wick				X
Indian Village Estates Water Association	David Luders		X		
Liberty Lake Sewer & Water District	Jeremy Jenkins	Bijay Adams		X	
Modern Electric and Water Company	Bryan St. Clair			X	
Stevens County PUD #1	Dick Price	Larry Isaak, Wade Carpenter, Charisse Willis	X	X	
The Ridge at Hangman	Ray Soltero / Bill Bealer				X
Vera Water & Power	Todd Henry / Steve Skipworth			X	
Whitworth Water	Susan McGeorge		X	X	
Whitman County?					X
<b>Agricultural</b>			<b>54</b>	<b>55/57</b>	<b>56</b>

Stevens County Conservation District	Charlie Kessler	Dean Hellie	X		
Spokane Conservation District	Walt Edelen	Charlie Peterson, Rick Noll		X	X
Stevens County Farm Bureau	Wes McCart		X	X	
<b>Business, Commercial and Industrial</b>			<b>54</b>	<b>55/57</b>	<b>56</b>
Avista	Meghan Lunney	Linda Kiefer, Tim Vore	X	X	X
Spokane Assoc of Realtors	Jeanne Barnes	Rob Higgins, Sara Orrange	X		
Spokane Homebuilders	Edie Streicher		X		
Spokane Regional Chamber of Commerce	Erin Vincent		X		
<b>Environmental, Recreation and Public Interest Groups</b>			<b>54</b>	<b>55/57</b>	<b>56</b>
Diamond Lake	Tom Wimpy			X	
Eloika Lake Association	Greg Sweeney			X	
Horseshoe Lake	Howard Rowley			X	
Lake Spokane	Fran Besserman	Galen Buterbaugh, Ann Fackenthall, Bill / Gail Madison	X		
Lake Spokane Park Homeowners Assoc.	Jeanne Barnes	Lester Barnes	X		
Northwest Whitewater Assoc. / Spokane Canoe and Kayak Club	John Patrouch	Vic Castleberry, Terry Miller, Paul Delany	X	X	
Riverside State Park Advisory	Lynn Wells		X		
Sacheen Lake Improvement District	Jeff Storms			X	
Spokane Flyfishers	Judy Kaufman		X	X	
The Lands Council	Bart Haggin	Amanda Parish, Mike Petersen	X	X	X
Trout Unlimited	Harvey Morrison			X	
<b>Civic Promotion Groups</b>			<b>54</b>	<b>55/57</b>	<b>56</b>
Palisades Neighborhood	Craig Volosing	Jerry Warner	X		
<b>General Citizen / Landowner</b>			<b>54</b>	<b>55/57</b>	<b>56</b>
Landowner	Doris Dietrich		X		
Citizen	Dale Gill			X	
Citizen	Peter Grunte				X
Citizen	Bea Lackaff				X
Landowner	Jay Landreth		X		
Citizen	Stan Miller			X	
Citizen	Gary Ostheller				X
Landowner	Bruce Smith	Linda Smith	X		
Citizen ??	Joayn Taylor		X		
Landowner	Guy Tillman		X		
Spokane County Planning Comm.	Dave Jones		X	X	X
Spokane County Water Conservancy Board	Doug Rider		X	X	X



**Agenda Sheet for City Council Meeting of:**  
06/02/2014

<b>Date Rec'd</b>	5/21/2014
<b>Clerk's File #</b>	CPR 1993-0069
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	RAE-LYNN 625-6774
<b>Contact E-Mail</b>	RBARDEN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions
<b>Agenda Item Name</b>	0520 APPOINTMENT TO DESIGN REVIEW BOARD

**Agenda Wording**

Re-appointment of Colleen Gardner to the Design Review Board

**Summary (Background)**

Re-appoint Colleen Gardner to the Design Review Board for a term to begin January 1, 2014 and expire on December 31, 2016.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	WESTFALL, JENNIFER	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		jwestfall@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	jmallahan@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**Agenda Sheet for City Council Meeting of:**  
06/02/2014

<b>Date Rec'd</b>	5/21/2014
<b>Clerk's File #</b>	ORD C35101
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	GAVIN COOLEY 625-6040	<b>Project #</b>	
<b>Contact E-Mail</b>	GCOOLEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Emergency Budget Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0410 - EBO RE: 2003 STREET BOND PAYOFF		

**Agenda Wording**

Amending Ordinance No. C-35062 and appropriating funds in the Street Fund, Fleet Services, General Fund, and GO Bond Redemption Fund, FROM: Various Accounts, \$6,110,000; TO: Various Accounts, same amount.

**Summary (Background)**

This ordinance appropriates funds necessary to redeem the remaining portion of the 2003 Street Bond. The current amortization schedule for runs through 2018. Redeeming these bonds ahead of schedule will save the city hundreds of thousands of dollars in interest over the next 4 1/2 years. This ordinance proposes using Street Maintenance Reserves, Street Replacement Reserves, and the Contingency Reserves to fund this early redemption.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 6,110,000	#	Various Accounts - See Ordinance
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	DUNIVANT, TIMOTHY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	DOLAN, PAM	<b><u>Other</u></b>	05/05/14 Finance
<b><u>Finance</u></b>	LESESNE, MICHELE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	gcooley@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	pdolan@spokanecity.org	
<b><u>Additional Approvals</u></b>		kbustos@spokanecity.org	
<b><u>Purchasing</u></b>		mhughes@spokanecity.org	
		lbutz@spokanecity.org	
		mdyson@spokanecity.org	

# ORDINANCE NO C35101

An ordinance amending Ordinance No. C-35062, passed the City Council November 25, 2013, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2014 budget Ordinance No. C-35062, as above entitled, and which passed the City Council November 25, 2013, it is necessary to make changes in the appropriations of the Street Maintenance Fund, Fleet Services Fund, General Fund, and GO Bond Redemption Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Street Maintenance Fund, and the budget annexed thereto with reference to the Street Maintenance Fund, the following changes be made:

From:	1100-99999	Street Maintenance Fund	
	99999-	Unappropriated Reserves	2,575,000
	1100-21700	Street Maintenance Fund	
	99999-39747	Transfer from Fleet Services	2,575,000
			<u>\$ 5,150,000</u>
To:	1100-21700	Street Maintenance Fund	
	97135-80102	To GO Bond Redemption - Principal	\$ 5,000,000
	97136-80102	To GO Bond Redemption – Interest	<u>150,000</u>
			<u>\$ 5,150,000</u>

Section 2. That in the budget of the Fleet Services Fund, and the budget annexed thereto with reference to the Fleet Services Fund, the following changes be made:

From:	5110-99999	Fleet Replacement	
	99999-	Unappropriated Reserves	<u>\$ 2,575,000</u>
To:	5110-71400	Fleet Replacement	
	97111-80101	Transfer to Streets	<u>\$ 2,575,000</u>

Section 3. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

From:	0100-99999	General Fund	
	99999-	Unappropriated Reserves - Contingency	\$ 960,000
To:	0020-88100	General Fund	
	97135-80102	To GO Bond Redemption - Principal	\$ 960,000

Section 4. That in the budget of the GO Bond Redemption Fund, and the budget annexed thereto with reference to the GO Bond Redemption Fund, the following changes be made:

From:	2100-81500	GO Bond Redemption Fund	
	99999-39722	Transfer from Street Fund	\$ 5,150,000
	99999-39710	Transfer from General Fund	<u>960,000</u>
			<u>\$ 6,110,000</u>

To:	2100-81500	GO Bond Redemption Fund	
	91000-57100	Debt Service - Principal	\$ 5,950,000
	92000-58300	Debt Service – Interest	<u>160,000</u>
			<u>\$ 6,110,000</u>

Section 5. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for the payoff of the 2003B LTGO Street Bonds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/02/2014

Date Rec'd

5/21/2014

Clerk's File #

ORD C35102

Renews #Submitting Dept

PARKS &amp; RECREATION

Contact Name/Phone

LEROY EADIE 625-6204

Cross Ref #Project #Contact E-Mail

LEADIE@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Budget Ordinance

Requisition #Agenda Item Name

1400- EBO PARK FUND AND CUMULATIVE RESERVE FUND

Agenda Wording

Funding various operating and capital needs not anticipated in 2014 budget process for Parks and Recreation, from park funds, various accounts, to park funds, various accounts in the amount of \$236,100.

Summary (Background)

This ordinance will transfer funds for unanticipated operating and capital needs not anticipated in 2014 budget process for Parks and Recreation.

Fiscal ImpactBudget Account

Expense \$ 236,100

# Various account, see ordinance

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

EADIE, LEROY

Study SessionDivision DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

## ORDINANCE NO C35102

An ordinance amending Ordinance No. C-35062, passed the City Council November 25, 2013, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2014 budget Ordinance No. C-35062, as above entitled, and which passed the City Council November 25, 2013, it is necessary to make changes in the appropriations of the Park and Recreation Fund, Park Cumulative Reserve Fund, and Golf Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

From:	1400-54100	Park and Recreation Fund	
	75650-36620	Interfund Rent	60,000
	1400-99999	Park and Recreation Fund	
	99999-	Unappropriated Reserves	18,000
	1400-54300	Park and Recreation Fund	
	73900-34797	Sponsorship Fees	22,000
	76923-36231	Parking Fees	8,000
	1400-95364	Park and Recreation Fund	
	76840-33431	Dept of Ecology Grant	<u>75,000</u>
			<u>\$ 183,000</u>
To:	1400-54100	Park and Recreation Fund	
	74213-59502	Interfund Operating Lease	60,000
	1400-54300	Park and Recreation Fund	
	94000-56301	Other Improvements	18,000
	73900-54201	Contractual Services	22,000
	76923-54201	Contractual Services	8,000
	1400-95364	Park and Recreation Fund	
	94000-56501	Construction of Fixed Asset	<u>75,000</u>
			<u>\$ 183,000</u>

Section 2. That in the budget of the Park Cumulative Reserve Fund, and the budget annexed thereto with reference to the Park Cumulative Reserve Fund, the following changes be made:

From:	1950-54300	Park Cumulative Reserve Fund	
	99999-33875	Intergov't Recreation Facility	<u>\$ 47,000</u>
To:	1950-54300	Park Cumulative Reserve Fund	
	94000-56301	Other Improvements	<u>\$ 47,000</u>

Section 3. That in the budget of the Golf Fund, and the budget annexed thereto with reference to the Golf Fund, the following changes be made:

From:	4600-55400	Golf Fund	
	76650-36910	Sale of Scrap/Junk	<u>\$ 6,100</u>
To:	4600-55400	Golf Fund	



Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for Park capital needs not anticipated during the 2014 budget process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/02/2014

**Date Rec'd**

5/21/2014

**Clerk's File #**

ORD C35103

**Renews #****Submitting Dept**

PARKS &amp; RECREATION

**Cross Ref #****Contact Name/Phone**

LEROY EADIE 625-6204

**Project #****Contact E-Mail**

LEADIE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Emergency Budget Ordinance

**Requisition #****Agenda Item Name**

1400-EMERG BUDGET ORD RE: ASST FOOD BEVERAGE SUPERVISOR

**Agenda Wording**

From Temp/Seasonal salaries \$29,700.00 to Assistant Food and Beverage Supervisor, various accounts, same amount.

**Summary (Background)**

To create a new position in the Riverfront Park Department to enhance the Park's concession services. This ordinance will create an Assistant Food and Beverage Supervisor effective upon approval.

**Fiscal Impact****Budget Account**

Expense \$ 29,700.00

# 1400-54300-76918-08490

Revenue \$ 29,700.00

# 1400-54300-various accounts

Select \$

#

Select \$

#

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

EADIE, LEROY

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

DALTON, PAT

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**

ORDINANCE NO C35103

An ordinance amending Ordinance No. C-35062, passed the City Council November 25, 2013, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2014 budget Ordinance No. C-35062, as above entitled, and which passed the City Council November 25, 2013, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation Fund, the following changes be made:

FROM:	1400-54300	Park and Recreation Fund	
	76918-08490	Temporary Seasonal	<u>\$ 29,700</u>
TO:	1400-54300	Park and Recreation Fund	
	76918-06800	Assistant Food/Beverage Supervisor (from 0 to 1 position)	19,000
	18810-52210	Retirement	1,500
	18810-52310	Medical Insurance	7,800
	18810-52320	Dental Insurance	600
	18810-52330	Life Insurance	100
	18810-51640	Deferred Compensation	700
			<u>\$ 29,700</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create a new position at Riverfront Park to enhance the Park's concession services, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# Memo

To: Gavin Cooley, Chief Financial Officer

From: Heather Lowe, Human Resources Director



Effective Date: February 11, 2014

Re: New Classification – Assistant Food/Beverage Supervisor

---

Recently a new classification specification of Assistant Food/Beverage Supervisor was adopted by the Civil Service Commission. Human Resources evaluated the classification using the Point Factor system and an analysis of comparative surrounding classifications. The below salary grade assignment has been reviewed by the bargaining unit and we have concurrence for assignment to the following pay grade:

<u>SPN</u>	<u>CLASSIFICATION</u>	<u>PAY PLAN</u>	<u>PAY GRADE</u>
680	Assistant Food/Beverage Supervisor	A05	25*

The FLSA status is designated as Non-exempt, the EEO4 Code is 08 – Service Maintenance, and the Workers' Compensation code is 0803.

If you have any questions please let me know.

\*Note, per a letter from Local 270, dated February 4, 2014 an additional salary review will be conducted in 12 months to ensure this revised salary recommendation is commensurate with duties being performed and responsibilities assigned.

cc:

Leroy Eadie  
 Tim Dunivant  
 HR Analysts  
 HR Clerks  
 Payroll  
 Civil Service  
 Local 270

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

06/02/2014

**Date Rec'd**

5/21/2014

**Clerk's File #**

ORD C35104

**Renews #****Submitting Dept**

PARKS &amp; RECREATION

**Cross Ref #****Contact Name/Phone**

LEROY EADIE 625-6204

**Project #****Contact E-Mail**

LEADIE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Emergency Budget Ordinance

**Requisition #****Agenda Item Name**

1400-ORDINANCE NO. C-35062

**Agenda Wording**

Amending Ordinance # C-35062 from various 1390 Urban Forestry Fund accounts to various 1390 Urban Forestry Fund account, same amounts.

**Summary (Background)**

Amending Ordinance # C-35062 from various 1390 Urban Forestry Fund accounts to various 1390 Urban Forestry Fund account, same amounts. It is necessary to make changes in the appropriations of the Urban Forestry Fund, which changes could not have been anticipated or known at the time of making such budget ordinance.

**Fiscal Impact****Budget Account**

Expense \$ 79,000

# Various accounts, same amount

Revenue \$ 79,000

# various accounts, same amount

Select \$

#

Select \$

#

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

EADIE, LEROY

**Study Session****Division Director****Other****Finance**

BUSTOS, KIM

**Distribution List****Legal**

DALTON, PAT

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**

ORDINANCE NO C35104

An ordinance amending Ordinance No. C-35062, passed the City Council November 25, 2013, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2014 budget Ordinance No. C-35062, as above entitled, and which passed the City Council November 25, 2013, it is necessary to make changes in the appropriations of the Urban Forestry Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Urban Forestry Fund, and the budget annexed thereto with reference to the Urban Forestry Fund, the following changes be made:

From:	1390-99999	Urban Forestry Fund	
	99999-	Unappropriated Reserves	<u>\$ 79,000</u>
To:	1390-54961	Urban Forestry Fund	
	97118-80101	Transfer to Parks	<u>\$ 79,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to move the remaining Fund Balance from Urban Forestry to Parks, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/02/2014

**Date Rec'd**

5/21/2014

**Clerk's File #**

RES 2014-0056

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

CITY COUNCIL

**Contact Name/Phone**

STUCKART / 625-6269 / 6718

**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

**Agenda Item Type**

Resolutions

**Agenda Item Name**

0320 COUNCIL INTERNAL BUDGET EXPENDITURE POLICIES AND PROCEDURES

**Agenda Wording**

A resolution approving internal budget expenditure policies and procedures for the City Council office.

**Summary (Background)**

The City Council adopts an annual budget for the City Council office, which specifies the individual line items of allowable expenditures for the full Council budget and for each of the seven individual council members. The annual City Council budget is adopted at the departmental level, however, the subsidiary detail line item budget identifies individual council member's specific line items.

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

**Study Session****Division Director****Other**

Finance

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

lfarnsworth

**For the Mayor**

SANDERS, THERESA

jfaught

**Additional Approvals**

amcdaniel

**Purchasing**

rrush



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

All city council members budget-supported activities must relate to the necessary operation and function of the City Council office and the council members' role as elected officials. The adoption of the attached internal budget expenditure policies and procedures for the City Council office will provide greater direction and clarity to the budgeting and expenditure process.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**




RESOLUTION NO. 2014-0056

A resolution approving internal budget expenditure policies and procedures for the City Council office.

WHEREAS, the City Council adopts the annual budget for the City of Spokane, including the City Council office budget; and

WHEREAS, the annual City Council budget is adopted at the departmental level, which specifies the individual line items of allowable expenditures for the full Council budget and for each of the seven individual council members' subsidiary budgets; and

WHEREAS, all city council members budget-supported activities must relate to the necessary operation and function of the City Council office and the council members' role as elected officials; and

WHEREAS, all City Council budget expenditures must align with the City's legal and financial policies and procedures; and

WHEREAS, the adoption of the attached internal budget expenditure policies and procedures for the City Council office will provide greater direction and clarity to the budgeting and expenditure process; - - Now, Therefore,

BE IT RESOLVED that the Spokane City Council adopts the attached internal budget expenditure policies and procedures for the City Council office.

ADOPTED by the City Council this \_\_\_\_\_ day of June, 2014.

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

Approved as to form:

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

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0320-14-002 RES 2014-0056
<b>TITLE: Internal Budget Expenditures</b> EFFECTIVE DATE: May ___, 2014 REVISION EFFECTIVE DATE: N/A	

## 1.0 GENERAL

- 1.1 The annual City Council budget specifies the individual line items of allowable expenditures for the full Council budget and for each of the seven (7) individual Council Members. Council Members follow the budget line items when expending allocated funds.

## 1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy and procedure shall apply to the Office of the City of Spokane City Council.

## 3.0 REFERENCES

None

## 4.0 DEFINITIONS

None

## 5.0 POLICY

- 5.1 All Council Member budget-supported activities must relate to necessary operation and function of the City Council Office and the Council Members' role as elected officials, and must be in compliance with established City policy around personnel, travel, purchasing, and procurement.
- 5.2 The annual City Council budget is adopted at the Department level, however, the subsidiary detail line item budget shall identify individual Council Member's specific line items. For example, funding is provided for each Council Member for travel, conference attendance, and other business-related travel activities. Council Members are given parameters as to allowable expenditures.
- 5.3 Funds within a specific Council Member's budget may be transferred by the Council President, with the consent of the council member, to other line items within the Council Office budget by standard budget transfer procedures. Transfers to departments other than the Council Office budget will be done by emergency budget ordinance.

## 6.0 PROCEDURE

- 6.1 Funding for unfilled Legislative Assistant positions will be budgeted each fiscal year unless there is a change in the staffing model for Legislative Assistants.
- 6.2 Council Minor Contracts and Budget Transfers.
  - 6.2.1 As per City policy, Council funds, including those entered into via contracts, are to be expended in return for the identifiable goods or services necessary for the routine and ongoing operation of the City Council Office and purchased consistent with City procurement policies, and may not be expended on donations or gifts or as direct support of another organization's budget.
  - 6.2.2 All minor contracts relating to the operation of the Council office are generated and signed by the Council President on behalf of the full Council after the contracts have been drafted and/or reviewed by the Office of the City Attorney, and approved by the Accounting Department as meeting City procurement and other applicable policy. All other contracts are submitted to the full City Council for approval as part as its Consent Agenda.

- 6.2.3 The Council President shall have sole discretion as to whether he / she approves and signs minor contracts. If the Council President decides to not approve a contract, the contract shall be placed on the Council's Consent Agenda for a full Council vote.
- 6.2.4 All contracts over the defined minor contract dollar threshold amount shall be placed on the Council Consent Agenda for full Council action.
- 6.2.5 Funds in the Council's *Reserve for Budget Adjustment* line item may be utilized within other applicable line items in the Council Office budget related to the necessary operation and function of the City Council Office once necessary budget transfers are completed by the City Council President on behalf of the Council.
- 6.2.6 Transfer of funds from the City Council budget to another city department budget must be approved by the City Council pursuant to an emergency budget ordinance. Subsequent expenditures of transferred funds shall be made by the applicable department consistent with the Council's intent for the budget transfer.
- 6.2.6 All budget transfers are approved and signed by the Council President and are executed consistent with Washington state law and the Spokane Municipal Code.
- 6.2.7 Pursuant to Section 36 of the City Charter, regarding officers and employees of the City not having an interest in contracts, and Chapter 42.23 RCW, the state Code of Ethics for Municipal Officers regarding contract interests, no city council member shall have a direct or indirect beneficial interest in any contract which may be made by, through or under the supervision of the council member. Any member of the City Council having a personal or beneficial interest, as defined in the City's Ethics Code, Chapter 1.04, in any contract matter brought before the Council shall declare the interest to the Council President and shall not vote or otherwise participate in the matter. Board membership on either a for-profit or non-profit board a council member may be part of through his or her private activities or board membership on a public section board a council member may be part of through his or her role as an elected official shall not in itself create a conflict of interest that would preclude the council member from participating in voting on the contract matter. The council member shall declare his or her board membership and at which time a determination shall be made regarding any conflicts of interest that would prohibit the council member's participation.

## 7.0 RESPONSIBILITIES

The Council President shall administer this policy and procedure.

## 8.0 APPENDICES

None

APPROVED BY:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**Agenda Sheet for City Council Meeting of:**  
06/02/2014

<b>Date Rec'd</b>	5/21/2014
<b>Clerk's File #</b>	RES 2014-0057
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact</b>	BEN 625-6269
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 RESOLUTION IN SUPPORT FOR THE SPRAGUE AVENUE PEDESTRIAN

**Agenda Wording**

A resolution regarding the City Council's support for the Sprague Avenue Pedestrian Safety Project's 2014 Pedestrian and Bicycle Program Grant Application to the Washington State Department of Transportation.

**Summary (Background)**

The Spokane City Council adopted a resolution establishing a Targeted Investment Area on East Sprague, the purpose of which is to concentrate public investment in one area to create long-term economic vitality. The Targeted Investment Area has received traffic calming funding and will be receiving funding for housing and other infrastructure upgrades.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>		<b><u>Other</u></b>
<b><u>Finance</u></b>	LESESNE, MICHELE	<b>Distribution List</b>
<b><u>Legal</u></b>	DALTON, PAT	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	
<b>Additional Approvals</b>		
<b><u>Purchasing</u></b>		



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

In 2013, a one mile section of Sprague Avenue from Hamilton to Cook streets were restriped from 4 lanes to 3 as a pilot project, which was supported by the Spokane City Council as a permanent alternation. The Spokane City Council strongly supports the 1) construction of ADA compliant infrastructure at each corner, 2) the installation of pedestrian lighting, 3) enhancement of crosswalks, 4) creation of integrated landscaping and stormwater facilities, 5) construction of fixed bicycle infrastructure, 6) the placement of transit shelters with benches and 7) the addition of a gateway feature to provide a sense of place for this area of the City of Spokane. This resolution provides the City Council's support for the Sprague Avenue Pedestrian Safety Project's 2014 Pedestrian and Bicycle Program Grant Application and requests the Washington State Department of Tr

**Fiscal Impact**

Select      \$  
Select      \$

**Budget Account**

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**Distribution List**


Resolution No. 2014-0057

A resolution regarding the City Council's support for the Sprague Avenue Pedestrian Safety Project's 2014 Pedestrian and Bicycle Program Grant Application to the Washington State Department of Transportation.

WHEREAS, the Spokane City Council adopted a resolution establishing a Targeted Investment Area on East Sprague, also called the International District or East University District; and

WHEREAS, the purpose of the Targeted Investment project is to concentrate public investment in one area to create long-term economic vitality; and

WHEREAS, the Targeted Investment Area has received traffic calming funding and will be receiving funding for housing and other infrastructure upgrades; and

WHEREAS, in 2013, a one mile section of Sprague Avenue from Hamilton to Cook streets were restriped from 4 lanes to 3 as a pilot project; and

WHEREAS, the Spokane City Council supports making the change from 4 lanes to 3 lanes in this area permanent; and

WHEREAS, the Spokane City Council strongly supports the construction of ADA compliant infrastructure at each corner, the installation of pedestrian lighting, enhancement of crosswalks, creation of integrated landscaping and stormwater facilities, construction of fixed bicycle infrastructure, and the placement of transit shelters with benches; and

WHEREAS, the Spokane City Council also strongly supports the addition of a gateway feature to provide a sense of place for this area of the city; and

WHEREAS, this project meets the policy goals of the City's Comprehensive Plan; and

WHEREAS, The City of Spokane is a Complete Streets city that strives to provide safe, convenient, and comfortable routes for walking, bicycling, and public transportation.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council strongly supports the Sprague Avenue Pedestrian Safety Project's 2014 Pedestrian and Bicycle Program Grant Application and requests the Washington State Department of Transportation give it serious consideration.



ADOPTED by the City Council this \_\_\_\_\_ day of May, 2014.

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

Approved as to form:

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

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

06/02/2014

<u>Date Rec'd</u>	5/21/2014
<u>Clerk's File #</u>	RES 2014-0058
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact</u>	BEN 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 A RESOLUTION IN SUPPORT OF THE SPRAGUE AVENUE TO STP		

Agenda Wording

A resolution regarding the City Council's support for the Sprague Avenue, Hamilton Street to Cook Street Hardscaping Surface Transportation Program Application to the Spokane Regional Transportation Council.

Summary (Background)

The Spokane City Council adopted a resolution establishing a Targeted Investment Area on East Sprague, the purpose of which is to concentrate public investment in one area to create long-term economic vitality. The Targeted Investment Area has received traffic calming funding and will be receiving funding for housing and other infrastructure upgrades.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

In 2013, a one mile section of Sprague Avenue from Hamilton to Cook streets were restriped from 4 lanes to 3 as a pilot project, which was supported by the Spokane City Council as a permanent alternation. The Spokane City Council strongly supports the 1) construction of ADA compliant infrastructure at each corner, 2) the installation of pedestrian lighting, 3) enhancement of crosswalks, 4) creation of integrated landscaping and stormwater facilities, 5) construction of fixed bicycle infrastructure, 6) the placement of transit shelters with benches and 7) the addition of a gateway feature to provide a sense of place for this area of the City of Spokane. This resolution provides the City Council's support for the Sprague Avenue, Hamilton Street to Cook Street Hardscaping Surface Transportation Program Application to the Spokane Regional Transportation Council.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

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Distribution List


Resolution No. 2014-0058

A resolution regarding the City Council's support for the Sprague Avenue, Hamilton Street to Cook Street Hardscaping Surface Transportation Program Application to the Spokane Regional Transportation Council.

WHEREAS, the Spokane City Council adopted a resolution establishing a Targeted Investment area on East Sprague, also called the International District or East University District; and

WHEREAS, the purpose of the Targeted Investment project is to concentrate public investment in one area to create long-term economic vitality; and

WHEREAS, the Targeted Investment Area has received traffic calming funding and will be receiving funding for housing and other infrastructure upgrades; and

WHEREAS, in 2013 a one mile section of Sprague Avenue from Hamilton to Cook streets were restriped from 4 lanes to 3 as a pilot project; and

WHEREAS, the Spokane City Council supports making the change from 4 lanes to 3 lanes in this area permanent; and

WHEREAS, making this change permanent will improve traffic flow and safety and is a strategy in the South University District-Sprague Corridor Investment Study; and

WHEREAS, the Spokane City Council also strongly supports the construction of ADA compliant infrastructure at each corner, the construction of widened sidewalks, and improved transit shelters with benches; and

WHEREAS, this project will improve economic vitality in the area by promoting new housing and job opportunities, provide proper parking space for current and future businesses, and create a safe and pedestrian inviting pedestrian zone; and

WHEREAS, this project fulfills the transportation policy goals of the City's Comprehensive Plan; and

WHEREAS, this project is supported by the East Central Neighborhood Council, East Sprague Business Association, and is also supported by Spokane Transit Authority; and

WHEREAS, the City of Spokane is a Complete Streets city that strives to provide safe, convenient, and comfortable routes for walking, bicycling, and public transportation;

NOW THEREFORE BE IT RESOLVED that the Spokane City Council strongly supports the Sprague Avenue, Hamilton Street to Cook Street Hardscaping Surface Transportation Program Application and requests the Spokane Regional Transportation Council to give this project serious consideration.

ADOPTED by the City Council this \_\_\_\_\_ day of May, 2014.

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

Approved as to form:

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

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

06/02/2014

<u>Date Rec'd</u>	5/21/2014
<u>Clerk's File #</u>	RES 2014-0059
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	NATE ODLE 625-6288	<u>Project #</u>	
<u>Contact E-Mail</u>	NODLE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0500 RESOLUTION INDEMNIFYING EMPLOYEE		

Agenda Wording

A resolution indemnifying Heather Lowe, a City employee named in Liane Carlson v. City of Spokane and Heather Lowe, United States District Court, Eastern District of Washington, Cause No. 2:13-CV-00320-TOR.

Summary (Background)

All allegations made in the referenced lawsuit have to do with conduct occurring solely because of the performance of duties by said employee for the City. This resolution provides for the defense of Heather Lowe by attorneys for the City in the lawsuit, and that any judgment rendered against her in the lawsuit, including punitive damages, will be paid by the City or its insurance carrier(s).

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	nodle@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	sdhansen@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Resolution No. 2014-0059

Resolution Approving Indemnification

and

Defense of Employees of City of Spokane

WHEREAS, the City of Spokane has provided for defense and indemnification of employees of the City of Spokane who are sued in the good faith performance of their duties pursuant to SMC 3.07.200; and

WHEREAS, Liane Carlson has sued Heather Lowe, as well as the City of Spokane, in United States District Court, Eastern District of Washington, Cause No. 2:13-CV-00320-TOR;

WHEREAS, Heather Lowe is an employee of the City of Spokane; and

WHEREAS, all allegations made in the referenced lawsuit have to do with conduct occurring solely because of the performance of duties for the City of Spokane.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that Heather Lowe, shall be defended by attorneys for the City of Spokane in United States District Court, Eastern District of Washington, Cause No. 2:13-CV-00320-TOR, and any judgment rendered against her in that lawsuit, including punitive damages, will be paid by the City of Spokane or its insurance carrier(s).

Adopted \_\_\_\_\_, 2014.

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

Approved as to form:

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

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

06/02/2014

Date Rec'd

5/21/2014

Clerk's File #

RES 2014-0060

Renews #Submitting Dept

PLANNING &amp; DEVELOPMENT

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0650-SET HEARING-VACATION OF BROADWAY-MAGNOLIA

Agenda Wording

Resolution setting hearing before the City Council for July 7, 2014 for the vacation of Broadway Avenue from the west line of Napa Street to the west line of Magnolia Street; Magnolia Street from 40 feet north of the north line of Broadway Avenue

Summary (Background)

A petition was submitted representing 73.48% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal ImpactBudget Account

Neutral \$

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Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

CHESNEY, SCOTT

Study SessionDivision Director

CHESNEY, SCOTT

Other

PCED 5/19/14

Finance

LESESNE, MICHELE

Distribution ListLegal


DALTON, PAT

See attached distribution list

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

 <b>Agenda Sheet for City Council Meeting of:</b> 06/02/2014		<u>Date Rec'd</u>	5/21/2014
		<u>Clerk's File #</u>	RES 2014-0060
		<u>Renews #</u>	
<u>Submitting Dept</u>	PLANNING & DEVELOPMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305	<u>Project #</u>	
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650-SET HEARING-VACATION OF BROADWAY-MAGNOLIA		
<u>Agenda Wording</u>			
Resolution setting hearing before the City Council for July 7, 2014 for the vacation of Broadway Avenue from the west line of Napa Street to the west line of Magnolia Street; Magnolia Street from 40 feet north of the north line of Broadway Avenue			
<u>Summary (Background)</u>			
A petition was submitted representing 73.48% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHESNEY, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	CHESNEY, SCOTT	<u>Other</u>	PCED 5/19/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	See attached distribution list	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

to the north line of Springfield Avenue; and the Alley between Magnolia Street and Napa Street from Broadway Avenue to Springfield Avenue requested by Earthworks Recycling, Inc.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


## RESOLUTION 2014-0060

WHEREAS, on **January 7, 2014**, the Spokane City Council received a petition for the vacation of Broadway Avenue from the west line of Napa Street to the west line of Magnolia Street; Magnolia Street from 40 feet north of the north line of Broadway Avenue to the north line of Springfield Avenue; and the Alley between Magnolia Street and Napa Street from Broadway Avenue to Springfield Avenue in Section 16, T25N, R43E, W.M., Spokane Washington (hereinafter "Broadway") from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Broadway Avenue from the west line of Napa Street to the west line of Magnolia Street; Magnolia Street from 40 feet north of the north line of Broadway Avenue to the north line of Springfield Avenue; and the Alley between Magnolia Street and Napa Street from Broadway Avenue to Springfield Avenue; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Broadway Avenue from the west line of Napa Street to the west line of Magnolia Street; Magnolia Street from 40 feet north of the north line of Broadway Avenue to the north line of Springfield Avenue; and the Alley between Magnolia Street and Napa Street from Broadway Avenue to Springfield Avenue will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **July 7, 2014**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

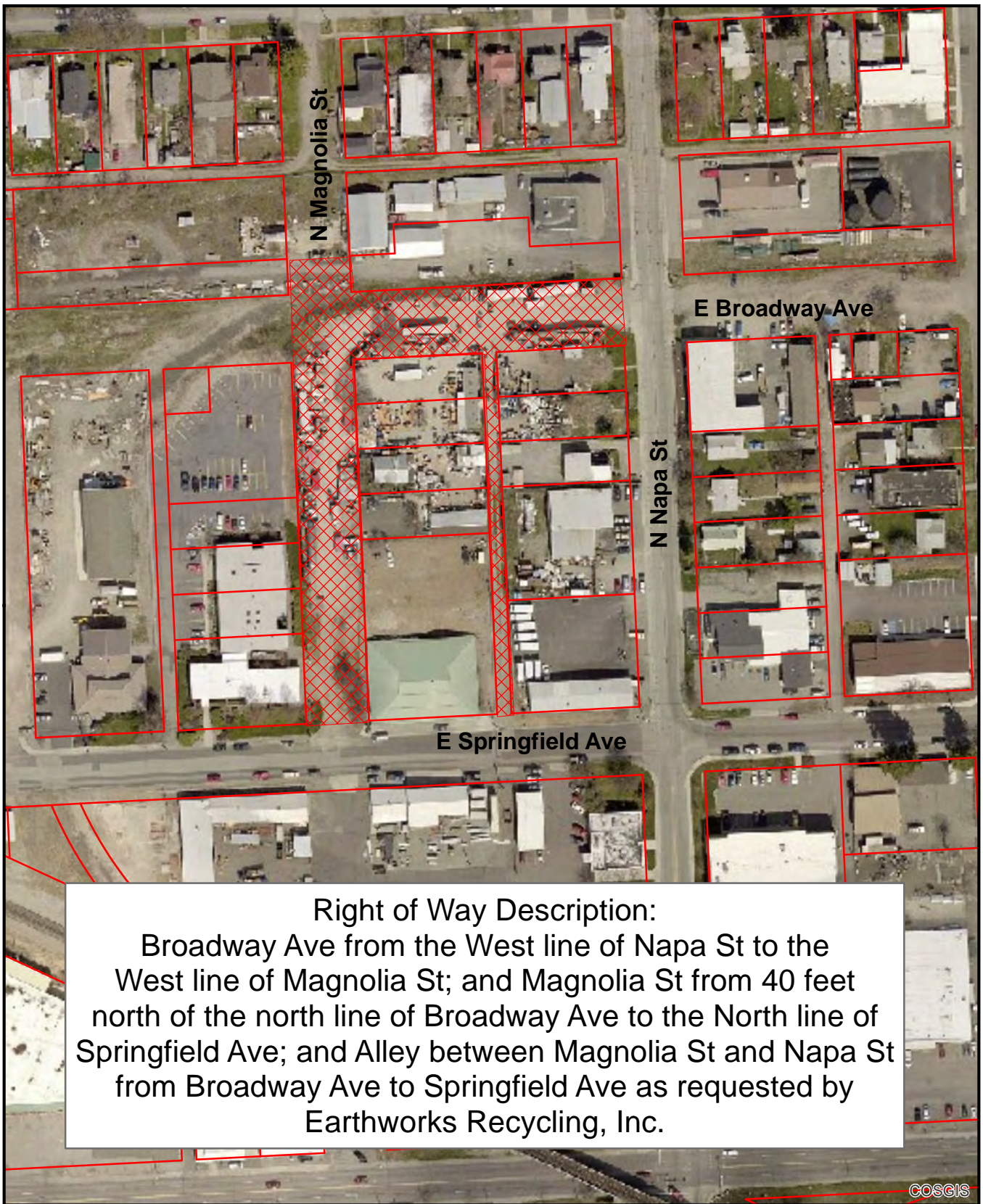
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City Clerk

Approved as to form:

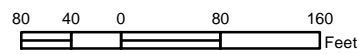
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Assistant City Attorney



**Right of Way Description:**  
 Broadway Ave from the West line of Napa St to the West line of Magnolia St; and Magnolia St from 40 feet north of the north line of Broadway Ave to the North line of Springfield Ave; and Alley between Magnolia St and Napa St from Broadway Ave to Springfield Ave as requested by Earthworks Recycling, Inc.

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc. Not suitable for design purposes.



DISTRIBUTION LIST  
VACATION OF BROADWAY AVENUE FROM THE WEST LINE OF NAPA STREET  
TO THE WEST LINE OF MAGNOLIA STREET; MAGNOLIA STREET FROM 40 FEET NORTH  
OF THE NORTH LINE OF BROADWAY AVENUE TO THE NORTH LINE OF SPRINGFIELD AVENUE;  
AND THE ALLEY BETWEEN MAGNOLIA STREET AND NAPA STREET FROM BROADWAY AVENUE  
TO SPRINGFIELD AVENUE

POLICE DEPARTMENT  
ATTN: LT REX OLSON

FIRE DEPARTMENT  
ATTN: LISA JONES

CURRENT PLANNING  
ATTN: TAMI PALMQUIST

STREETS  
TRAFFIC PLANNING

WATER DEPARTMENT  
ATTN: DIRECTOR DAN KEGLEY

WATER DEPARTMENT  
ATTN: JIM SAKAMOTO

WATER DEPARTMENT  
ATTN: SUPERINTENDENT LYNN SHUPE

WATER DEPARTMENT  
ATTN: CHRIS PETERSCHMIDT

STREET DEPARTMENT  
ATTN: DAUN DOUGLASS

PLANNING & DEVELOPMENT  
ATTN: SAM BARHAM

CONSTRUCTION MANAGEMENT  
ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT  
ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT  
ATTN: BILL PEACOCK

SIGNS AND MARKINGS  
ATTN: MARCUS EVELAND

STREET DEPARTMENT  
ATTN: MARK SERBOUSEK

ELECTRONIC SERVICE CENTER  
ATTN: JOHN KNACK

STATE EXAMINER

ACCOUNTING  
ATTN: PAM DOLAN

PARKS & RECREATION DEPARTMENT  
ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES  
ATTN: HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD  
LOUIS MEULER

COMCAST  
DESIGN & CONSTRUCTION

AVISTA UTILITIES  
PO BOX 3727

CENTURY LINK  
ATTN: KAREN STODDARD

2025 E TRENT, LLC  
PO BOX 736  
BAYVIEW ID 83803

ANDERSON, KATHLEEN A  
1810 E MALLON AVE  
SPOKANE WA 99202

ANTHONY, DONALD L  
124 W BERDINE ST  
ROSEBURG OR 97471

ANTHONY, DONALD L/PICO, JOANN E  
3952 ALTA VISTA CIR  
PITTSBURG CA 94565

ATWOOD, LORETTA/HANZMAN, BARBARA  
315 W RIVERSIDE AVE #501  
SPOKANE WA 99201

B & B HOLDINGS LLC  
3920 50TH NE  
SEATTLE WA 98105-5238

BALDWIN, MICHELLE  
8617 E GREENBLUFF RD  
COLBERT WA 99005

BARNER, ERIC  
2018 E BROADWAY AVE  
SPOKANE WA 99202-2802

BAST, JEFFERY L  
PO BOX 4445  
SPOKANE WA 99202

BOBBETT HOLDINGS LLC  
PO BOX 14557  
SPOKANE WA 99214

BOBBETT, SCOTT & VALERIE  
3912 S SUNDOWN DR  
SPOKANE WA 99206-9546

BOBBETT, SCOTT W & VALARIE  
601 N NAPA ST  
SPOKANE WA 99202-2928

BURLINGTON NORTHERN  
PO BOX 961089  
FORT WORTH TX 76161-0089

CRAMER, H WILLIAM & BETTYLEE  
3920 50TH NE  
SEATTLE WA 98105

CUMMINGS, JUSTIN  
1828 E MALLON AVE  
SPOKANE WA 99202

DEFELICE, VINCENT J & MONIQUE M  
7020 N SKYLINE DR  
SPOKANE WA 99208

DURKIN, JACK H & MADELEINE C & JACK D  
825 S MONTAVILLA DR  
SPOKANE WA 99224-1948

EARTHWORKS RECYL  
730 N MAGNOLIA ST  
SPOKANE WA 99202-2849

ELLER-DOUGHTY, MICHELLE  
2002 E MALLON AVE  
SPOKANE WA 99202-2863

HABITAT FOR HUMANITY  
P.O. BOX 4130  
SPOKANE WA 99220

HAINSWORTH, K  
1911 E SPRING FIELD  
SPOKANE WA 99202

HERRERA, CESAR R & LINETTE M  
2220 E 48TH AVE  
SPOKANE WA 99223-6504

HONE, BRADLEY T & RENAE L  
1911 E MALLON AVE  
SPOKANE WA 99202-2860

JABS, TIMOTHY W  
2112 E SHARP AVE  
SPOKANE WA 99202-2650

JB-WA ENTERPRISES, LLC  
1312 DAZET RD  
YAKIMA WA 98908-9600

JOHNS, ROBERT A & RALEEN E  
530 W ALICE AVE  
SPOKANE WA 99205-4904

KESTELL JR, MONTE & DENISE  
300 E 3RD AVE  
SPOKANE WA 99202-

KOLOMOYTSEV, YEVGENIY & YEKATERINA  
1902 E MALLON AVE  
SPOKANE WA 99202-2861

LAWRENCE B STONE PROPERTIES #70, LLC  
PO BOX 11215  
SPOKANE WA 99211-1215

LOUIE, ANDY & CHERYL S  
162 E FAIRVIEW  
SPOKANE WA 99207

LYMAN, J A & A L  
PO BOX 1460  
HAYDEN LAKE ID 83835

MALLON LLC  
1928 E MALLON AVE  
SPOKANE WA 99202-

MORRIS, PATRICIA  
914 N MAGNOLIA ST  
SPOKANE WA 99202-2851

MOSEANKO, J & E/HAYNES, T & D  
PO BOX 3711  
SPOKANE WA 99220-3711

MOSEANKO, J & E/HAYNES, T & D  
PO BOX 3711  
SPOKANE WA 99220-3711

MOULAXART, ANG & PENGSY  
1818 E MALLON AVE  
SPOKANE WA 99202

NORTHROP PROPERTIES LLC  
PO BOX 2664  
SPOKANE WA 99220-2664

NORTHROP PROPERTIES, LLC  
PO BOX 2664  
SPOKANE WA 99220-2664

NORTON, PATRICIA  
2020 E BROADWAY AVE  
SPOKANE WA 99202

POZZI, RICHARD  
727 N NAPA ST  
SPOKANE WA 99202-2866

R & R RENTAL INVESTMENTS, LLC  
PO BOX 350  
NINE MILE FALLS WA 99026-0350

RAINBOW ELECTRIC, INC  
PO BOX 4445  
SPOKANE WA 99202

RAY, LOUIS L & PATRICIA D  
16212 E APACHE PASS  
SPOKANE WA 99206

RC INVESTMENT PROPERTIES, LLC  
PO BOX 40374  
SPOKANE WA 99220

RECY, EARTHWORKS  
1904 E BROADWAY AVE  
SPOKANE WA 99202-2877

RES IMMOBILES III, LLC  
PO BOX 670  
COLBERT WA 99005

ROGERS REVOCABLE TRUST  
PO BOX 3801  
SPOKANE WA 99220

ROOT, DELBERT R & BARBARA JO  
PO BOX 9150  
SPOKANE WA 99209

SCHROCK, JAMES  
1904 E BROADWAY AVE  
SPOKANE WA 99202-2877

SCHROCK, JAMES  
730 N MAGNOLIA ST  
SPOKANE WA 99202-2849

SCHROCKO GENERAL PARTNERSHIP  
1904 E BROADWAY AVE  
SPOKANE WA 99202-2877

SECRETARY OF HOUSING & URBAN  
DEVELOPMENT  
4400 WILL ROGERS PKWY STE 300  
OKLAHOMA CITY OK 73108

SHANKS, RICHARD & LILLIAN  
11911 E 33RD AVE  
SPOKANE VALLEY WA 99206

SIOUX HOLDING, LLC  
PO BOX 82  
MARSHALL WA 99020

SIZOV, NIKOLAY & YELENA  
18912 E 2ND AVE  
GREENACRES WA 99016

SPARWOOD PROPERTIES LLC  
3329 W HORIZON  
SPOKANE WA 99208

SPOKANE ANIMAL C A R E  
710 N NAPA ST  
SPOKANE WA 99202

SPOKANE I RR CO  
PO BOX 961089  
FORT WORTH TX 76161-0089

SPOKANIMAL C.A.R.E.  
714 N NAPA ST  
SPOKANE WA 99202-2867

SPRINGFIELD BUILDING, LLC  
21017 E EUCLID AVE  
SPOKANE VALLEY WA 99027

TIFFANY, J H & D  
1932 S CENTURY LN  
VERADALE WA 99037-8351

TITKOV, VOLODYMYR & SVITLANA  
4508 S MORRILL ST  
SPOKANE WA 99223

WALKER, JAMES S & KRISTINE A  
1803 E SPRINGFIELD AVE  
SPOKANE WA 99202-2954

WARNER, ELIZABETH I  
724 N NAPA  
SPOKANE WA 99202

WASLASKI, TERRY J  
9612 N MALLORY CT  
SPOKANE WA 99208

WILSON, KARL C  
18223 E BLACK BEAR LN  
SPOKANE WA 99217

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

06/02/2014

<u>Date Rec'd</u>	5/21/2014
<u>Clerk's File #</u>	RES 2014-0061
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING & DEVELOPMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305	<u>Project #</u>	
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650-SET HEARING-VACATION OF ROSEWOOD AVENUE		

Agenda Wording

Resolution setting hearing before the City Council for July 7, 2014 for the vacation of the north 30 feet of Rosewood Avenue from 225 feet east of the east line of Helena Street to the west line of Pittsburg Street requested by Jon Whipple, JNW Properties, LLC.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHESNEY, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	CHESNEY, SCOTT	<u>Other</u>	PCED 5/19/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	See attached distribution list	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

## RESOLUTION 2014-0061

WHEREAS, on **October 4, 2013**, the Spokane City Council received a petition for the vacation of the north 30 feet of Rosewood Avenue from 225 feet east of the east line of Helena Street to the west line of Pittsburg Street in Section 28, T26N, R43E, W.M., Spokane Washington (hereinafter "Rosewood") from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the north 30 feet of Rosewood Avenue from 225 feet east of the east line of Helena Street to the west line of Pittsburg Street; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the north 30 feet of Rosewood Avenue 225 feet west from the east line of Helena Street to the west line of Pittsburg Street will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **July 7, 2014**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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City Clerk

Approved as to form:

---

Assistant City Attorney

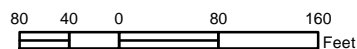




Right of Way Description:  
Section 28, T26N, R43E, W.M., Spokane Washington  
North 30 feet of Rosewood Avenue from 225 feet East of the East  
line of Helena Street to the West line of Pittsburg Street.

COSGIS

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.  
Not suitable for design purposes.



AREA

**COSGIS**  
City of Spokane GIS



DISTRIBUTION LIST  
VACATION OF THE NORTH 30 FEET OF ROSEWOOD AVENUE  
225 FEET WEST FROM THE EAST LINE OF HELENA STREET TO  
THE WEST LINE OF PITTSBURG STREET

POLICE DEPARTMENT  
ATTN: LT REX OLSON

NEIGHBORHOOD SERVICES  
ATTN: HEATHER TRAUTMAN

FIRE DEPARTMENT  
ATTN: LISA JONES

BICYCLE ADVISORY BOARD  
LOUIS MEULER

CURRENT PLANNING  
ATTN: TAMI PALMQUIST

COMCAST  
DESIGN & CONSTRUCTION

STREETS  
TRAFFIC PLANNING

AVISTA UTILITIES  
PO BOX 3727

WATER DEPARTMENT  
ATTN: DIRECTOR DAN KEGLEY

CENTURY LINK  
ATTN: KAREN STODDARD

WATER DEPARTMENT  
ATTN: JIM SAKAMOTO

AAFU, LLC  
11616 E 38TH AVE  
SPOKANE VALLEY WA 99206

WATER DEPARTMENT  
ATTN: SUPERINTENDENT LYNN SHUPE

AALGAARD, DARYL W & SUSAN D  
1730 E FRANCIS AVE  
SPOKANE WA 99207-3742

WATER DEPARTMENT  
ATTN: CHRIS PETERSCHMIDT

ALLEN, JAMES S JR & KATHY A T  
6319 N PITTSBURG ST  
SPOKANE WA 99207-7552

STREET DEPARTMENT  
ATTN: DAUN DOUGLASS

PLANNING & DEVELOPMENT  
ATTN: SAM BARHAM

BAKKEN, GARY & LINDA K  
3203 W HORIZON AVE  
SPOKANE WA 99208-8811

CONSTRUCTION MANAGEMENT  
ATTN: KEN BROWN

BENNETT, DAVID J L  
1607 E ROSEWOOD AVE  
SPOKANE WA 99217-7560

INTEGRATED CAPITAL MANAGEMENT  
ATTN: KATHERINE MILLER

BLANKENSHIP, MARK/DOLAN, JAME  
PO BOX 310  
PRIEST RIVER ID 83856

WASTEWATER MANAGEMENT  
ATTN: BILL PEACOCK

SIGNS AND MARKINGS  
ATTN: MARCUS EVELAND

CHEN, THOMAS & JULIA  
8324 N NORTHVIEW CT  
SPOKANE WA 99208

STREET DEPARTMENT  
ATTN: MARK SERBOUSEK

CONNER EXCAVATING INC  
1809 E HOUSTON AVE  
SPOKANE WA 99217-7541

ELECTRONIC SERVICE CENTER  
ATTN: JOHN KNACK

COTTER, JAMES F  
1802 NE LOOP 410 STE 111  
SAN ANTONIO TX 78217

STATE EXAMINER

ACCOUNTING  
ATTN: PAM DOLAN

DANIEL, CAROLANN M  
1646 E FRANCIS AVE  
SPOKANE WA 99208

PARKS & RECREATION DEPARTMENT  
ATTN: LEROY EADIE

DLJWF, INC  
1807 E FRANCIS AVE  
SPOKANE WA 99207

EARLY BIRD PROPERTIES LLC  
1816 S MAPLE BLVD  
SPOKANE WA 99203

ELLSWORTH, LISA MAREE  
811 E DALTON AVE  
SPOKANE WA 99207-2827

FISCHER, ANTON R  
4616 W TIFFANY AVE  
SPOKANE WA 99208

GREEN, THOMAS M  
1654 E FRANCIS AVE  
SPOKANE WA 99207

HARVEY, KENNETH F & ROSE L  
1302 N BROOK TERRACE  
SPOKANE WA 99224

HELGERT, LOUIS  
1828 E FRANCIS AVE  
SPOKANE WA 99207-3744

HOUSTON AVENUE LLC  
4828 N STEVENS ST  
SPOKANE WA 99205-5223

HOUSTON PROPERTIES LLC  
601 W MAIN AVE STE 400  
SPOKANE WA 99201

HURLEY, LAWRENCE P  
1615 E HOUSTON AVE  
SPOKANE WA 99217-7538

IBB LOCAL 242  
6404 N PITTSBURG ST  
SPOKANE WA 99217-7553

JNW PROPERTIES LLC  
PO BOX 6819  
SPOKANE WA 99217-0913

KIEMLE & HAGOOD COMPANY  
601 W MAIN AVE  
SPOKANE WA 99201-0674

LAMARCHE, ROLAND  
1815 E FRANCIS AVE  
SPOKANE WA 99207-3745

LEDGERWOOD, JOY D  
1822 E FRANCIS AVE  
SPOKANE WA 99207

LEIFER, NICK B  
1650 E FRANCIS AVE  
SPOKANE WA 99207-3740

LEINWEBER, BETHANY J  
345 TAMARACK  
GOLDENDALE WA 98620-2416

MAHAFFEY, MARK G  
1720 E FRANCIS AVE  
SPOKANE WA 99208

MAHAFFEY, MARK G  
3200 ZANKER RD UNIT 1141  
SAN JOSE CA 95134

MCCANN, FLOYD R  
811 E DALTON AVE  
SPOKANE WA 99207

MEAD CONGREGATION OF JEHOVAHS  
WITHNESS  
2207 E HOUGHTON  
SPOKANE WA 99217

MEAD CONGREGATION OF JEHOVAHS  
WITHNESS  
2207 E HOUGHTON  
SPOKANE WA 99217

MORIN, DENNIS R & PAMELA J  
14605 N FAIRVIEW DR  
MEAD WA 99021

MORIN, DENNIS R & PAMELA J  
14605 N FAIRVIEW DR  
MEAD WA 99021-9000

MORRIS, RON  
1922 E HOUSTON AVE  
SPOKANE WA 99217

MORRIS, RON F & SONDRAM  
1922 E HOUSTON AVE  
SPOKANE WA 99217

MORRIS, RON F & SONDRAM  
1922 E HOUSTON AVE  
SPOKANE WA 99217

MORRIS, RON F & SONDRAM  
1922 E HOUSTON AVE  
SPOKANE WA 99217

MORRIS, RON F & SONDRAM  
1922 E HOUSTON AVE  
SPOKANE WA 99217

MOSES, CORY & ASHLY & LINSCOTT,  
JOLEEN  
4021 SANDHILL CRANE TER  
MIDDLEBURG FL 32068-9010

MOSES, CORY J & ASHLY A & LINSCOTT,  
JOLL  
1814 E FRANCIS AVE  
SPOKANE WA 99207-3744

MYERS REV TRUST, NORMAN & SUSAN  
651 SE BAYSHORE DR E301  
OAK HARBOR WA 98277-

NATIONAL STORAGE CTN SPOKANE, LLC ET  
AL  
PO BOX 330236  
SAN FRANCISCO CA 94133

NESBITT, ROBERT E & MARIE A TTE  
8702 N SCOTT RD  
SPOKANE WA 99217

NEWCOMB, BETTY L  
1808 E FRANCIS AVE  
SPOKANE WA 99208

NORMAN & SUSAN MYERS REV TRUST  
651 SE BAYSHORE DR E301  
OAK HARBOR WA 98277

RECORDS, KENNETH L & ROBIN L  
6501 N PITTSBURG ST  
SPOKANE WA 99217-7555

ROE, WILLIAM J  
1716 E FRANCIS AVE  
SPOKANE WA 99207-3742

RON MORRIS HEATING & AIR  
CONDITIONING  
1922 E HOUSTON AVE  
SPOKANE WA 99217

SCHAFFER, MICHAEL J & ROBIN D  
1631 E FRANCIS AVE  
SPOKANE WA 99208-2741

SITTIRS, L. L. C.  
PO BOX 310  
PRIEST RIVER ID 83856

SMITH, CHRIS O  
1726 E FRANCIS AVE  
SPOKANE WA 99207-3742

TRAN, HUNG T/PHAM, HONG H  
1114 W CHAUCER AVE  
SPOKANE WA 99208

UNION LOCAL #242  
6404 N PITTSBURG ST  
SPOKANE WA 99217-7553

W C CONNER EXCAVATING INC  
1809 E HOUSTON AVE  
SPOKANE WA 99217-7541

WINNING CHOICE PROPERTIES LLC  
422 E STONEWALL  
SPOKANE WA 99208

WITIUK FAMILY LIVING TRUST  
11821 N HEMLOCK ST  
SPOKANE WA 99218-2718

ZIEGLER, GENE W  
1902 E FRANCIS AVE  
SPOKANE WA 99208

ZIMMERMAN, JACKIE/MASSENDER, K & T  
6502 N PITTSBURG ST  
SPOKANE WA 99217-7555

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

04/21/2014

**Date Rec'd**

4/9/2014

**Clerk's File #**

ORD C35092

**Renews #****Submitting Dept**

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**

TIM SZAMBELAN 625-6229

**Project #****Contact E-Mail**

RRIEDINGER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

TW TELECOM OF WASHINGTON LLC FRANCHISE AGREEMENT

**Agenda Wording**

An ordinance granting TW Telecom of Washington LLC. a non-exclusive franchise to use the public right of way to provide noncable telecommunications services to the public.

**Summary (Background)**

TW Telecom of Washington is requesting a 10 year franchise agreement from the City of Spokane to continue to operate its telecommunications (non-cable) fiber in the City right-of-way. TW Telecom of Washington did have a franchise agreement with the City that expired in 2013.

**Fiscal Impact****Budget Account**

Revenue \$ 6% Tax

# TBD

Select \$

#

Select \$

#

Select \$

#

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

DALTON, PAT

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

DALTON, PAT

tszambelan@spokanecity.org

**For the Mayor**

SANDERS, THERESA

rriedinger@spokanecity.org

**Additional Approvals****Purchasing**

TW Telecom of Washington LLC  
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C- \_\_\_\_\_

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public, to TW Telecom of Washington LLC, located at 10475 Park Meadows Drive, Littleton, CO 80124, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Parties, grant.
- Section 2. Limits on permission.
- Section 3. Term.
- Section 4. Grantee's general promises.
- Section 5. Plans to be submitted: expedited approvals.
- Section 6. Location or relocation.
- Section 7. Grantee to restore affected areas.
- Section 8. Information, good engineering, inspections.
- Section 9. Limited access, no obstruction, accommodation.
- Section 10. Undergrounding.
- Section 11. Facilities for City use.
- Section 12. Waiver, indemnity, no estoppel, no duty.
- Section 13. Insurance.
- Section 14. Taxes, fees.
- Section 15. Franchise administration.
- Section 16. Acts discretionary, reservation of authority.
- Section 17. No transfer, no stock to be issued.
- Section 18. Additional.
- Section 19. Effective date.

Section 1. Parties, grant.

A. This is a franchise agreement between the City of Spokane as Grantor, hereafter also "City", and TW Telecom of Washington LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware limited liability company whose principal office is 10475 Park Meadows Drive, Littleton, CO 80124, telephone: 303-566-1000.

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy the right of way, as defined SMC 12.09.010, to locate facilities to provide telecommunications service to the public in the City of Spokane. This grant is in the nature of a master

permit, as referenced in SMC 12.09.010, and is not in lieu of a more specific use permit as also referenced under said section. General permission is similarly granted to Grantee to use other areas reserved by regulation, practice, or dedication for public telecommunications utilities, as determined by the Administering Officer as generally applicable to telecommunications or underground conduit utilities. In accepting this franchise, Grantee stipulates and agrees to the City's authority to issue and require the franchise and stipulates and agrees to the other terms and conditions hereof.

Section 2. Limits on permission.

A. As used in Section 1, "telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. "Telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming. Grantee stipulates that this instrument extends no rights or privileges relative to the use of the right of way or other areas for such excluded purposes or any other purpose beyond telecommunications service. Should the Administering Officer, with the advice of the City Attorney, determine Grantee is functioning as a cable operator or performing other business functions beyond the scope of permission extended to use the public right of way, the City reserves the right, upon at least sixty (60) days prior written notice to Grantee, to cancel this franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City which the City may require in accordance with applicable law.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City may now or hereafter hold to grant general permission. It should not be construed to warrant or guarantee any rights or extend beyond such interest or authority. Permission does not extend to areas outside those listed in Section 1. B. or activities outside those stated in Section 2. A. , or otherwise to any area outside the authority of the City to extend franchised or general permit access permission, such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others. The City reserves the right itself to engage in Grantee's business at any time, as may be permitted by law.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific arrangements directly with the municipal department controlling such building or other structure or area.



Section 3. Term.

This franchise is for a ten (10) year term from the date of enactment. This franchise shall automatically renew for an additional ten (10) year period, unless either party provides written notice of its intent to renegotiate the terms of the franchise. Such written notice must be provided no later than six (6) months prior to the expiration of the original ten year term. This does not affect the City's right to revoke the franchise for cause, abandonment, or because of breach of any promise, condition or stipulation stated.

Section 4. Grantee's general promises.

As general promises in return for the grant of franchise:

A. Grantee promises to become and remain in good standing a corporation or other lawful entity registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee further promises to maintain a reliable mailing address, with a named responsible individual person as necessary for consumer contact and an agent for service of process, a toll free public telephone number, fax number, and accessible email address 24 hours a day, seven days a week for customer access. Currently, the pertinent information is:

Responsible official and mailing address:  
[mailto:Tom Newberry](mailto:Tom.Newbury@twtelecom.com), General Manager  
600 W. Main, Suite 500  
Spokane, WA 99201  
509-252-8324 Direct  
800-829-0420 24 hour Customer Care Center  
[Tom.Newbury@twtelecom.com](mailto:Tom.Newbury@twtelecom.com)

Local agent, address for process: *[see franchise acceptance sheet]*

The local voice and fax telephone numbers shall be personally staffed at least during Grantee's normal business hours, Pacific time zone. Any changes to this information shall be stated in writing and sent to the Administering Officer, with copies to the City Clerk, referencing the title of this franchise, ordinance number, and this Section 4 A.

B. Grantee promises to provide telecommunications service to the public at rates in accordance with applicable federal and state laws, including, but not limited to, RCW 80.36.080. Grantee promises to comply with any other applicable federal and state legal requirements, together with all lawful municipal ordinances, resolutions of the City Council or orders of the Administering Official, provided such requirements are not in conflict with state or federal laws.



C. Besides obligations specific to new construction, Grantee will perform all construction, operation, maintenance and repair activity in permitted areas in accordance with the applicable City's street obstruction or use permit ordinances or other applicable City ordinances or regulations, including Ch. 12.09 SMC.

D. Grantee promises to coordinate its activities with other utilities and users of permitted areas to avoid any unnecessary cutting, damage or disturbance to the public right of way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations at all times so to maximize the life and usefulness of the paving and municipal infrastructure to the extent economically and technically feasible. "Municipal infrastructure" is defined in SMC 12.09.010.

E. Grantee promises that its uses of the right of way or other permitted areas, and any rights granted herein, shall at all times be subordinated to and subject to municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law.

F. Grantee promises to conduct all operations in or near the right of way and other permitted areas so to minimize or entirely avoid any hazard, danger or inconvenience to municipal infrastructure needs and uses, public travel, and the public convenience.

G. Grantee promises to maintain membership in good standing with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee certifies it understands local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right of way on Grantee's behalf are similarly well informed.

H. To the extent not otherwise stated, the conditions of SMC 12.09.080 are further incorporated herein by reference.

Section 5. Plans to be submitted: expedited approvals.

A. Grantee's initial construction and installation plan shall be submitted to the Administering Officer as requested under such advance notification as the Administering Officer may reasonably require.

B. As requested, Grantee promises to submit all new or remodel construction plans to the Administering Officer for review and approval, with a copy of such plans to the Director of Transportation and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for telephone conduit or overhead lines, as determined by local regulation, custom and practice, or as designated by the Administering Officer.

Section 6. Location or relocation.

A. The City reserves the right to change, regrade, relocate, abandon, or vacate the right of way, and/or any skywalk or other permitted area, at no expense or liability to the City except as may be required by RCW 35.99.060 6, and as further provided in SMC 12.09.120. Except as otherwise so required by law, Grantee promises to relocate, remove, or reroute its facilities, as ordered by the Administering Officer in the exercise of its reasonable discretion, at its sole expense and liability. Grantee promises to protect and save harmless the City, its officers, agents and employees from any customer or other third party claims for service interruption or other losses attributable to Grantee's negligence in connection with any such change, relocation or vacation of the right of way or other permitted areas. The parties agree that "relocation" refers to a permanent movement of facilities required of Grantee by the City, and not a temporary or incidental movement of facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

B. Where the City determines to abandon or vacate any right of way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas, and the City has no obligation whatsoever with respect thereto.

Section 7. Grantee to restore affected areas.

Subject always to the cost apportionment requirements of section 6, as may apply:

A. Whenever Grantee damages or disturbs any location in or near the right of way or other permitted area, Grantee agrees promptly to restore such area to its original or better condition at its sole expense and liability, to the reasonable satisfaction of the Administering Officer. Grantee promises likewise to restore and patch all surfaces cut and to repave entirely any such portions of the right of way or other permitted areas as determined necessary by the Administering Officer to maintain and preserve the useful life thereof. Grantee promises that any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired to standards approved in advance by the Administering Officer. For pavement restorations, any resulting patch or restoration shall be thereafter properly maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed.

B. Whenever Grantee damages or disturbs any area in or near the public right of way or permitted areas, or plans to do so, Grantee stipulates the City may:

1) require Grantee to repave an entire lane within any cut or disturbed location, or greater area, to the extent it may be affected by Grantee's activities; and/or

2) require Grantee to common trench with any other underground installation in the right of way, with cost sharing to be negotiated between the parties involved, or in absence of agreement, as directed by the Administering Officer.

C. Grantee shall not fail or unreasonably delay in performing any obligation here or elsewhere stated within the specific time frames stated for performance, or if none, then performance shall be within thirty (30) days of receipt of written notice from the City, unless thirty (30) days is not a reasonable time, then such longer period of time as needed provided Grantee has commenced the performance within such thirty (30) days and diligently prosecutes it to completion. If Grantee fails to do so or if the Administering Officer deems necessary to immediately protect the public right of way or to avoid liability, risk or injury to the public or the City, the Administering Officer may proceed to perform such obligation, including any remedial or preventive action deemed necessary, at Grantee's sole expense and liability, except where otherwise required by law, but no action or inaction by the Administering Officer shall relieve Grantee of its obligation to indemnify and hold the City harmless as set forth hereafter. Prior to undertaking corrective effort, the Administering Officer shall notify Grantee in writing, except no notice is needed if the Administering Officer declares an emergency or determines a need for expedient action in the interest of the public health and safety. This remedy is supplemental and not in alternative to any other municipal right.

#### Section 8. Information, good engineering, inspections.

A. Grantee promises to supply and maintain updated, at no cost, any information reasonably requested by the Administering Officer or City Director of Transportation to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. Said information may include an installation inventory, location of existing or planned facilities, maps, plans, operational data, and as built drawings of Grantee's installations, in the City or County of Spokane. Said information may be requested either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing, including the City's geographic information service (GIS) data base. Grantee shall keep the Administering Officer informed of its long-range plans for coordination with the City's long range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the parties agree to work together to avoid disclosures of information which would result in economic loss or damage to Grantee because of anticipated mandatory disclosure requirements to third persons. In the event the parties cannot agree, the dispute shall be submitted to the City Hearings Examiner, and the City's action shall be enforceable unless, on the record before the Hearing Examiner, the decision is arbitrary and capricious, rests on an error of law, or is not supported by substantial evidence.

C. Grantee promises all of its property and facilities shall be constructed, operated and maintained in good order and condition and in accordance with good

engineering practice. In connection with the civil works of Grantee's system, such as, but not limited to, trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, edition currently in use by the City, together with the City's Supplemental Specifications thereto, all as now or hereafter amended.

D. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code, National Electrical Code, 2008 Edition and Washington Electrical Construction Code, where applicable.

E. The City reserves the right to inspect and approve Grantee's installations during construction, repair or installation, and after completion, as deemed necessary, considering SMC 12.09. For other than routine inspections associated with installation or cutting or repairs relating to the right of way, the Administering Officer shall give reasonable notice to the Grantee of the nature of the municipal concern and an opportunity for Grantee to respond prior to taking further enforcement action. No prior notice is needed in the event the Administering Officer deems there is a risk to the public health or safety or Grantee has previously been given written notice of the nature of the problem. Where the Administering Officer determines Grantee has created a situation requiring remediation within the area of municipal regulatory authority and requiring a municipal response and remedial action, an order may be issued with a compliance schedule. All costs of municipal inspections and enforcement, including staff time, are to be paid by Grantee.

Section 9. Limited access, no obstruction, accommodation.

A. The City reserves the right to limit or exclude Grantee's access to a specific route, public right of way or other location when, in the reasonable judgment of the Administering Officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, unreasonable public expense, material interference with City utilities, or for any other reasonable cause determined by the Administering Officer, provided, it shall do so consistent with state and federal law.

B. Grantee will not obstruct, hinder, damage, or otherwise interfere with municipal infrastructure uses of the right of way or other permitted areas. Except where otherwise authorized in writing, Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right of way, will develop and follow the Administering Officer's determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this franchise.

C. In addition, subject however to RCW 35.99, the Administering Officer may determine with respect to franchised uses, in the exercise of reasonable discretion, when and where reasonable accommodation shall be made by Grantee to the City for public needs or, where requested, other third party needs, how such accommodation should be made, and a reasonable apportionment of any expenses of the same, PROVIDED, that this franchise creates no third party beneficial interest in any other entity, or any enforceable contractual right to require the City to order such accommodation. Notwithstanding the foregoing, it remains the responsibility of Grantee to avoid conflicts with other right of way occupants or users, other utilities, franchisees, or grantees where reasonably possible. The City assumes no responsibility for such conflicts.

D. In administering this provision, the City understands that private property may not be taken or damaged without just compensation as required by Article I, Section 16 of the Washington State Constitution with respect to any specific loss or damage occasioned to Grantee's lawfully permitted facilities and equipment authorized to be located in the public right of way. Grantee likewise understands that it does not hold any leasehold or ownership interest in the public right of way and occupies it at the sufferance of the franchising municipal authority, subject to the primary purposes and principles as outlined in SMC 12.09.020.

#### Section 10. Undergrounding.

A. The purpose of this section is to recognize and preserve the City's control over uses of the public right of way, consistent with the municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

B. The City finds that overhead lines and aboveground wire facilities and installations in the right of way and other permitted areas adversely impact upon the public use and enjoyment of such areas. Consistent with any general municipal undergrounding policy or program now in existence or hereafter arising, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under their franchise. Grantee agrees to coordinate its underground installation and planning activities with the City's underground plan and policies; provided, in no event shall any third party beneficiary rights be implied or created.

C. Nothing in this section shall be permitted in conflict with RCW 35.99.060, and the provisions of this section shall be applied in conformity thereto.

#### Section 11. Facilities for City use.

Consistent with RCW 35.99.070, at such time when Grantee is constructing, relocating, or placing ducts or conduits in public rights of way, the Administering Officer may require Grantee to provide the City with additional duct or conduit and related structures necessary to access the conduit at mutually convenient locations. All such conduit, duct and related structures shall only be used by the City for its internal,

governmental, non-competitive purposes. In such event, the parties further agree that the City's access points to City fiber in Grantee's system shall be at least sufficient to permit reasonable municipal access for municipal needs, provided that:

A. The City enters into a contract with the Grantee consistent with RCW 80.36.150. The contract rates to be charged should recover the incremental costs of Grantee. The City shall not make the additional duct or conduit and related access structures available to any other entity for any purpose. The Administering Officer shall promptly inform the Grantee in writing of the use, and any change in use, of the requested duct or conduit and related access structures.

B. The City agrees that the requested additional duct or conduit space and related access structures will not be used by the City to provide telecommunications or cable television service for hire, sale, or resale to the general public, or to any other governmental agency or entity, or private person or entity.

C. The City shall not require that the additional duct or conduit space be connected to the access structures and vaults of the Grantee.

D. This section shall not affect the provision of an institutional network by a cable television provider under federal law.

E. Grantee shall notify the City MIS Director at least 14 days prior to opening a trench at any location to allow the City to exercise its options as provided herein.

Section 12. Waiver, indemnity, no estoppel, no duty.

A. Grantee shall at all times fully defend, indemnify, and hold harmless the City, its boards, officers, agents and employees harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others who are under the control or direction of Grantee, its representatives, grantees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or facilities, or because of Grantee's performance or failure to perform any franchise obligations. Such indemnity includes costs of negotiation or defense, any other costs incurred, and reasonable attorney's fees.

In all instances in which Grantee is obligated to indemnify another ("Indemnatee") as provided for in this franchise, Grantee's obligation is conditioned upon (i) the Indemnatee giving Grantee written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnatee as a basis for such obligation, which notice shall be given immediately after Indemnatee becomes aware thereof, (ii) Grantee being afforded the sole right to the defense of such matter with legal counsel satisfactory to Grantee, and Grantee having the sole right to determine the disposition of such matter, (iii) Indemnatee providing reasonable cooperation to Grantee,

at no cost to Indemnitee, in the successful defense of such matter as may be reasonably requested by Grantee and (iv) no settlement or other disposition being made by Indemnitee of any matter for which a claim of indemnification or to be held harmless will be made, without the prior written consent of Grantee. In the event any Indemnitee settles or compromises any claim for which indemnification is claimed hereunder, without the express written consent of Grantee, and provided that Grantee has fully complied with the provisions set forth herein, Grantee shall be released and absolved for all liability with respect thereto.

B. The City shall notify Grantee promptly upon becoming aware of any pending or threatened complaint, cause of action, lawsuit or similar claim giving rise to an indemnification right hereunder.

C. It is not the intent of this ordinance to acknowledge, create, imply, or expand any duty or liability of the City with respect to its role as permitting authority, in the exercise of its police power or for any other purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. City shall at all times fully defend, indemnify, and hold harmless Grantee, its boards, officers, agents and employees harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the City, whether singularly or jointly with others who are under the control or direction of the City, its representatives, grantees, employees or contractors. Such indemnity includes costs of negotiation or defense, any other costs incurred, and reasonable attorney's fees.

In all instances in which the City is obligated to indemnify another ("Indemnitee") as provided for in this franchise, the City's obligation is conditioned upon (i) the Indemnitee giving the City written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnitee as a basis for such obligation, which notice shall be given immediately after Indemnitee becomes aware thereof, (ii) the City being afforded the sole right to the defense of such matter with legal counsel satisfactory to the City, and the City having the sole right to determine the disposition of such matter, (iii) Indemnitee providing reasonable cooperation to the City, at no cost to Indemnitee, in the successful defense of such matter as may be reasonably requested by the City and (iv) no settlement or other disposition being made by Indemnitee of any matter for which a claim of indemnification or to be held harmless will be made, without the prior written consent of the City. In the event any Indemnitee settles or compromises any claim for which indemnification is claimed hereunder, without the express written consent of the City, and provided that the City has fully complied with the provisions set forth herein, the City shall be released and absolved for all liability with respect thereto.

E. Grantee shall notify the City promptly upon becoming aware of any pending or threatened complaint, cause of action, lawsuit or similar claim giving rise to an indemnification right hereunder.

Section 13. Insurance.

A. During the term of this franchise, the Administering Officer, with the advice of the City Risk Manager and City Attorney may review the relative risk of Grantee's installation and operations and direct changes to insurance and liability protections as he/she may require. Unless so modified, Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) aggregate, with the City of Spokane named as an additional insured.

B. Any Grantee insurance policy or approved self insurance arrangements addressing requirements of this franchise, including this section, section 12, or otherwise because of Grantee's negligent or intentional acts or omissions shall be primary to any City insurance coverage for risks included in Grantee's operations. On or before June 1st of each year and at the time of granting this franchise, Grantee shall file with the City Clerk, with Copy to the City Risk Manager, proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be cancelled without at least thirty (30) days notice to the City, filed as above provided.

Section 14. Taxes, fees.

A. The parties understand that RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the right of way for telephone business purposes, as that activity is legally defined in that context. If this prohibition is removed, Grantee and the City shall negotiate in good faith regarding the assessment of a reasonable franchise fee, consistent with any applicable requirements of the 1996 federal Telecommunications Act.

B. The parties further understand that RCW 35.21.870 currently limits the rate of City tax upon telephone business activities to six percent (6%) of gross receipts, unless a higher rate is approved by vote of the people. The parties agree however that nothing in this franchise shall limit the City's power of taxation in accordance with applicable laws, as may now or hereafter exist. Grantee stipulates that, to the extent provided by applicable laws, its telephone business activities now or hereafter conducted in the City of Spokane include taxable activities subject to the six percent (6%) rate to be included in gross receipts received, as imposed under the City's telephone business tax, adopted in



chapter 8.10 SMC. This provision does not limit the City's power to amend chapter 8.10 SMC as may be permitted by applicable law.

**C.** Grantee will pay the City all reasonable, actual administrative costs incurred by the City directly related to granting, enforcement, renewal, transfer or otherwise relating to administration of Grantee's interests or activities in the City of Spokane, as ordered by the Administering Officer, whether as a result of actual, documented accrued in house staff time or out-of-pocket expenses or administrative costs. If the expenses are anticipated to exceed one thousand dollars (\$1,000) in any calendar year, the Administering Officer shall give the Grantee at least thirty (30) days prior notice before incurring costs except in case of emergency or where there is an immediate danger to the public health and safety, or if Grantee has previously been provided written notice and an opportunity to cure as provided by this franchise of the problem generating the costs. Grantee may seek review of receipt of such notice within ten (10) days of notification to the Hearings Examiner as provided hereafter in paragraph 15D. Such costs may further be based on receiving and approving permits or licenses, inspecting plans and construction, or relating to the preparation of a detailed statement pursuant to chapter 43.21 C RCW. Upon request of Grantee, the City shall submit detailed and itemized proof of any charges or expenses incurred. To the extent not included previously, Grantee may also request a written estimate from the Administering Officer, in advance or costs planned to be expended by the City, and Grantee may object to any cost as provided hereafter in the case of a challenged cost billed by the City. Except as otherwise provided or pending review by the Hearings Examiner, said fees must be paid within thirty (45) days of receipt of the City's billing. Grantee will pay all other taxes required by applicable law to be paid by Grantee in the manner required by applicable law applicable to its operations or activities within the City of Spokane, all such obligations also being a condition of this franchise.

D. Grantee shall make all required payments in the form, intervals and manner requested by the City Treasurer, and furnish him/her any information related to his/her revenue collection functions reasonably requested. In case of audit, the Treasurer may require Grantee to furnish a verified statement of compliance with Grantee's obligations or to respond to specific questions, certified by a responsible officer of Grantee. All audits will take place on Grantee's premises or offices furnished by Grantee, which shall be a location mutually agreed to by both parties on a case by case basis. Grantee agrees, upon request of the City Auditor, to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Auditor on the same day as filed, postage prepaid, affecting any of Grantee's facilities or business operations in the City of Spokane.

#### Section 15. Franchise administration.

A. General administration of this franchise for the City is through the office of the Administering Officer, an official appointed by the Mayors Office. All questions of

application, interpretation, conflict or ambiguity arising out of or in connection with this franchise are determined by the Administering Officer, except as otherwise specifically stated. Notwithstanding the foregoing, Grantee does not waive, relinquish, or release any rights it has under applicable laws to challenge, in law or in equity, the administration of this franchise or any determination by the Administering Officer.

B. The Administering Officer may promulgate rules, interpret provisions, resolve conflicts and develop procedures needed to implement and enforce the franchise provisions. Considering Sections 1, 2, 4, 16, and the other portions of this franchise and Ch. 12.09 SMC, the Administering Officer may grant exceptions or impose additional requirements relating to public health and safety issues involving the franchise. The Administering Officers imposition of additional exceptions or requirements shall not be a defense to any franchise obligation unless set forth in writing by the Administering Officer. Exceptions previously granted by the City can only be revoked upon at least one-hundred twenty (120) days prior written notice to Grantee, and Grantee shall have the right to contest such revocation. The Administering Officer may issue inspection or compliance orders upon prior reasonable written notice to Grantee, together with a compliance schedule as deemed necessary. For the performance of all franchise obligations, Grantee understands that time is of the essence.

C. Should Grantee wish to challenge any obligation or requirement arising under this franchise, Grantee must submit a written request showing the basis of Grantee's position. The Administering Officer may also request any additional information deemed reasonably necessary. Within twenty (20) days after receiving Grantee's submittal and any requested information, the Administering Officer shall issue a decision, and in the case of any challenged cost, a finding determining the true and allowed amount of said cost. The Administering Officer may set off any allowed cost against any other cost owing the City, whether under this franchise or otherwise arising between Grantee and the City.

D. Grantee may appeal any decision of the Administering Officer to the City Hearings Examiner by filing a written notice of appeal within ten (10) days of receipt of the notice issued by the Administering Officer, with copies also sent to the Administering Officer and City Attorney. The notice must include a copy of the decision and record submitted to the Administering Officer by Grantee. The Hearing Examiner shall request the Administering Officer to submit any response thereto within ten (10) days. After this, the Hearing Examiner shall schedule an administrative hearing within twenty (20) days and decide the question submitted. The Examiner's decision is final, PROVIDED, the parties agree it shall be subject to judicial review solely on the question of whether the decision is arbitrary and capricious, clearly erroneous, or contrary to law, considering the record presented to the Hearings Examiner.

Section 16. Acts discretionary, reservation of authority.

A. All City acts undertaken pursuant to this franchise, except as otherwise required by law, shall be deemed discretionary, guided by considerations of the public health and safety, sections 1, 2, 4, other provisions of this franchise and SMC 12.09.020. Grantee stipulates and agrees that this franchise is subject to the City Charter of the City of Spokane. Grantee understands the Charter's provisions are incorporated herein, where applicable. Grantee agrees that the City reserves all municipal powers now or hereafter granted by applicable law, including without limitation the power to tax and license, regulate activities (except those under exclusive WUTC or FCC authority or as otherwise preempted) and land use, protect the public health and safety, and regulate and control use of public right of way.

B. Should Grantee have any question as to a conflict or ambiguity with respect to its rights under this franchise or applicable federal or state law, it agrees to first submit the same first to the Administering Officer, with any supporting materials or authorities. The Administering Officer may hold a hearing or refer the matter to the Hearings Examiner for prompt resolution. The intent of this provision is to provide a quick and efficient means of understanding and resolving problems arising under this instrument, consistent with the objectives of any general municipal regulatory program, as now or hereafter arising and other applicable laws.

Section 17. No transfer, no stock to be issued.

A. This franchise shall not be sold, leased, assigned, or otherwise alienated without the express consent of the City, expressed by ordinance of the City Council passed for that purpose, and no rule of estoppel shall be invoked against the City in case the City shall assert the invalidity of any attempted transfer in violation of this section; provided, however, that consent shall not be unreasonably withheld. No consent of the City shall be required where the requested assignment is in the nature of a change of name or a change in the nature of a reorganization or merger, there being no other change in the resulting entity's ability to meet its franchise obligations, but Grantee agrees to provide written notice within ten (10) business days of such transfer and written documentation that the assignee has assumed the obligations of Grantee hereunder.

B. Grantee promises never to issue any capital stock on account of this franchise or any permission granted under the terms of this ordinance, or the value thereof. Grantee further agrees that it will not have any right to receive, upon a condemnation proceeding or other negotiation by the City to acquire the properties of the Grantee, and payment or award on account of this franchise or permission or its value. Grantee waives all such claims against the City. The City shall have no obligation to make any payment to Grantee or award in condemnation for any other asset or interest of Grantee, except as required under the State of Washington and United States Constitutions or as state or federal laws may preemptively require. Grantee may seek compensation from the condemning authority for losses, expenses, damages and other claims resulting to or

incurred by Grantee for damage or loss to property, relocation expenses, and similar claims as a result of such condemnation

C. Grantee shall not lease any portion of its franchised telecommunications system without the City's prior consent as expressed by ordinance, which consent shall not be unreasonably withheld, conditioned or delayed. However, and notwithstanding anything herein to the contrary, Grantee may lease any portion of its telecommunications system in the ordinary course of its business without otherwise obtaining the City's consent by ordinance, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing such portion of its telecommunications system. A lessee of any portion of Grantee's telecommunications system shall not obtain any rights under this franchise.

D.

(A) Notwithstanding anything herein to the contrary, Grantee may sell portions of its telecommunications system in the ordinary course of its business, without otherwise obtaining the City's consent by ordinance, so long as Grantee complies with the following conditions:

(1) The sale is to the holder of a current existing, valid franchise, license, permit, or other similar right granted by the City, or the sale is to an entity that acquires all or substantially all of Grantees' assets or equity by sale, merger, consolidation or otherwise, even if such entity does not have a current, existing, valid franchise, license, permit, or other similar right granted by the City;

(2) Within ten (10) business days of the sale being executed and becoming final, Grantee shall provide written notice to the City, describing the portions of the telecommunications system sold by the Grantee, identifying the purchaser of the facilities, the location of the facilities, and providing an executed or redacted counterpart copy of the sales documents, as such may be permitted by the terms of such documents;

(3) Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its remaining telecommunications system; and,

(4) Within ten (10) business days of the sale being executed and becoming final, the purchaser of such facilities shall file written notice to the City that it has assumed sole responsibility for locating, servicing, repairing, relocating or removing the purchased facilities under the purchaser's current, existing valid franchise, license, permit or other similar right granted by the City. The purchaser shall not obtain any of the Grantee's rights under this franchise, except if it is a purchaser of all or substantially all the assets or equity of Grantee by sale, merger, and consolidation or otherwise, in which case this Telecommunications Franchise shall be assigned to the purchaser.

Section 18. Additional.

A. Except as provided heretofore, if any provision is held unlawful or unenforceable by a court of competent jurisdiction, in general or in any specific circumstance, it shall not affect the remainder. The parties agree also as an option in this case that affected portions of the franchise may be mutually renegotiated, and that such agreement may include severability of any affected portion.

B. In the event of significant change in the law regulating Grantee's activities under this franchise or change in municipal authority to act under the terms of the franchise, or significant change or advancement in technology governing Grantee's functions, the parties, upon mutual agreement, may renegotiate any or all provisions of this franchise, but no obligation to do so is created by this section, unless otherwise provided or required by applicable law.

C. The City reserves the right at its discretion to apply any of the following remedies, alone or in combination, in the event Grantee violates any material provision of this franchise:

(1) Recover specific damages from all or any part of the security provided pursuant to this franchise, provided, however, the assessment shall be for such amount as the City reasonably determines is necessary to remedy the violation;

(2) Commence litigation seeking recovery of monetary damages or specific performance of this franchise, as such remedy may be available; or

(3) Suspend the Grantee's franchise rights related to the violation, until the Grantee corrects or otherwise remedies the violation;

The City shall give Grantee thirty (30) days prior written notice of its intent to exercise any of its rights under this Section 18C, identifying the reasons for such action. If Grantee removes or otherwise cures the asserted violation constituting the stated reason within the thirty (30) day notice period, or if cure is not reasonably possible within the thirty (30) day period and the Grantee initiates good faith efforts satisfactory to the City within the thirty (30) day period to cure the asserted violation constituting the stated reason and the efforts continue in good faith, the City shall not exercise its rights under this Section 18C. If Grantee fails to remove or otherwise cure the asserted violation constituting the stated reason within the thirty (30) day notice period, or if the Grantee does not undertake and continue efforts reasonably satisfactory to the City to remedy the stated reason, then the City may exercise any or all of the remedies available under this Section 18C or such other rights as the City may lawfully possess. However in no event shall City exercise its rights under this Section 18C if a bona fide, good faith dispute exists between City and Grantee.

D. Grantee may abandon and surrender its franchise to the City upon six (6) months written notice to the Administering Officer, with copies thereof served upon the City Manager and City Attorney. Abandonment shall be subject to acceptance by the City, by a resolution of acceptance adopted by the City Council, which acceptance shall not be unreasonably withheld, conditioned or delayed.

E. Upon abandonment, non renewal, revocation, or expiration of this franchise and if no extension is granted, Grantee may, at the discretion of the Administering Officer, be required in part or entirely, to remove, within a reasonable time, all its fiber, wire, poles, fixtures, and other facilities or equipment installed or used in the enjoyment of the franchise. Alternatively, the Administering Officer may direct, limit or condition Grantee's removal, sale or continued use or abandonment of Grantee's facilities and equipment, either by agreement or through means of any other lawful municipal power or right. The City may continue to invoke any provision of this franchise against Grantee or any successor entity actually enjoying de facto franchise privileges after revocation or expiration. The City may take all other actions deemed reasonably necessary and proper by the City to accommodate the transition to any successor as may be in the best interests of the City and its residents. Grantee shall provide the City with a reasonable basis to declare abandonment, such as not providing service for a period of six months or longer, or a letter expressing such intent from the Grantee.

F. This franchise is governed by the laws of the State of Washington, except to the extent federal laws supersede or take precedence over state laws, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in the state or federal courts of the State of Washington.

Section 19. Effective date.

The provisions of this ordinance and grant of franchise permission shall be effective as of \_\_\_\_\_, 2014, and remain in force and effect for the remainder of the term, as specified in Section 3; PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk prior \_\_\_\_\_, 2014.

Passed the City Council \_\_\_\_\_, 2014.

\_\_\_\_\_  
COUNCIL PRESIDENT

Attest: \_\_\_\_\_

City Clerk

Approved as to form:

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

Signed: \_\_\_\_\_  
MAYOR

Date: \_\_\_\_\_

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. \_\_\_\_\_, effective \_\_\_\_\_, 2014.

I, \_\_\_\_\_, am the \_\_\_\_\_ of tw telecom holdings inc., sole member of tw telecom of washington llc, and am an authorized representative to accept the above referenced City franchise ordinance on behalf of tw telecom of washington llc.

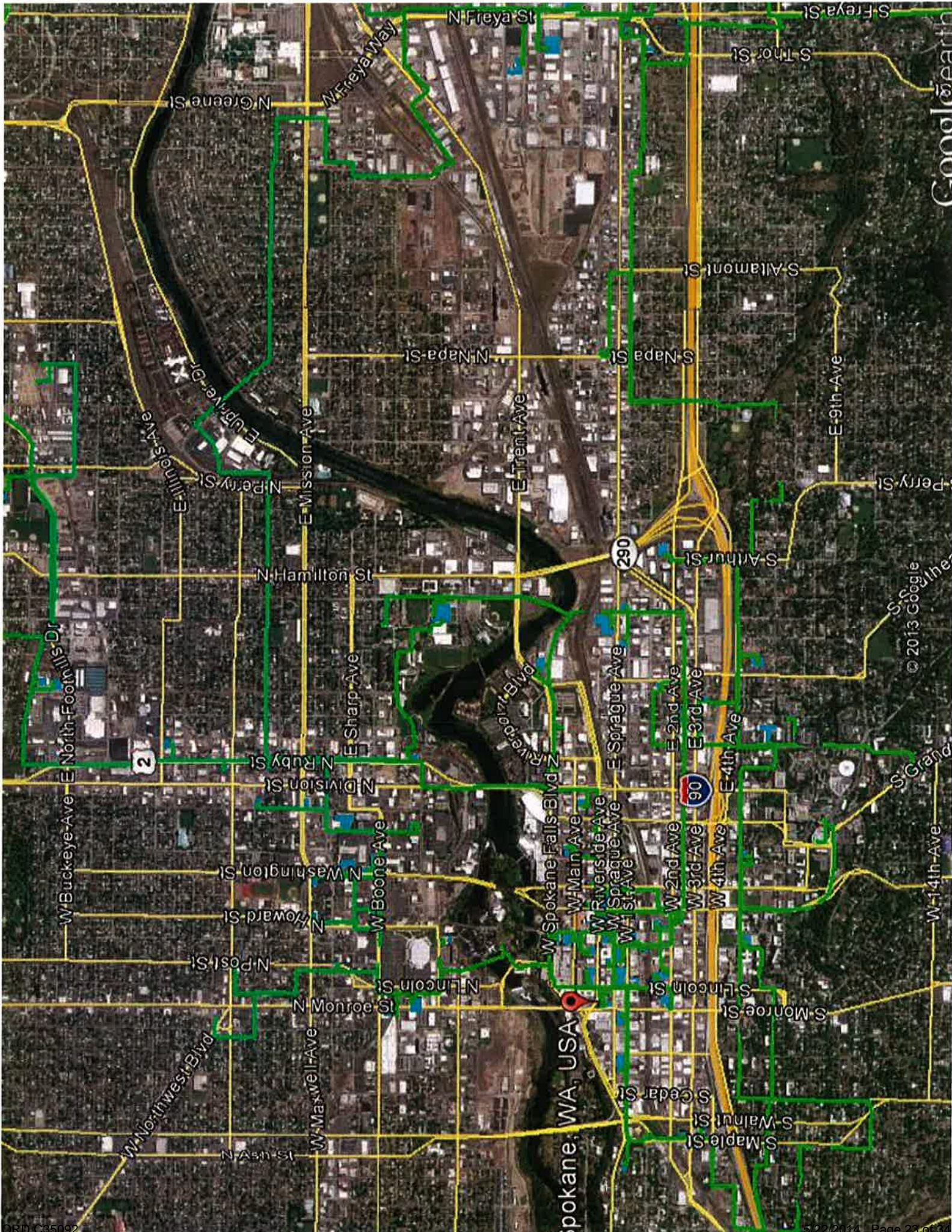
I certify that this franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

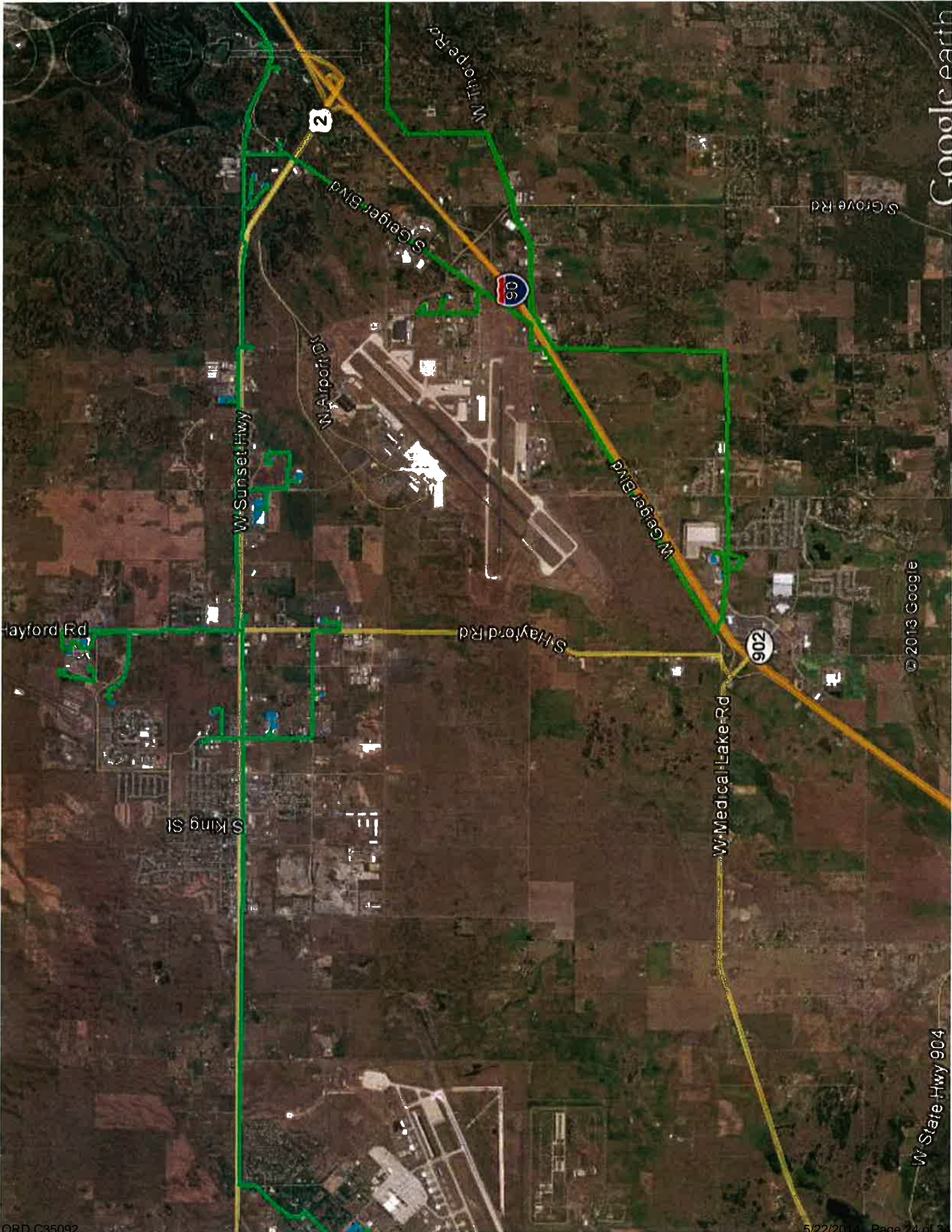
\_\_\_\_\_  
Witness: \_\_\_\_\_

Local agent, address for process:  
CT Corporation System  
1801 West Bay Drive NW  
Suite 206  
Olympia, WA 98502

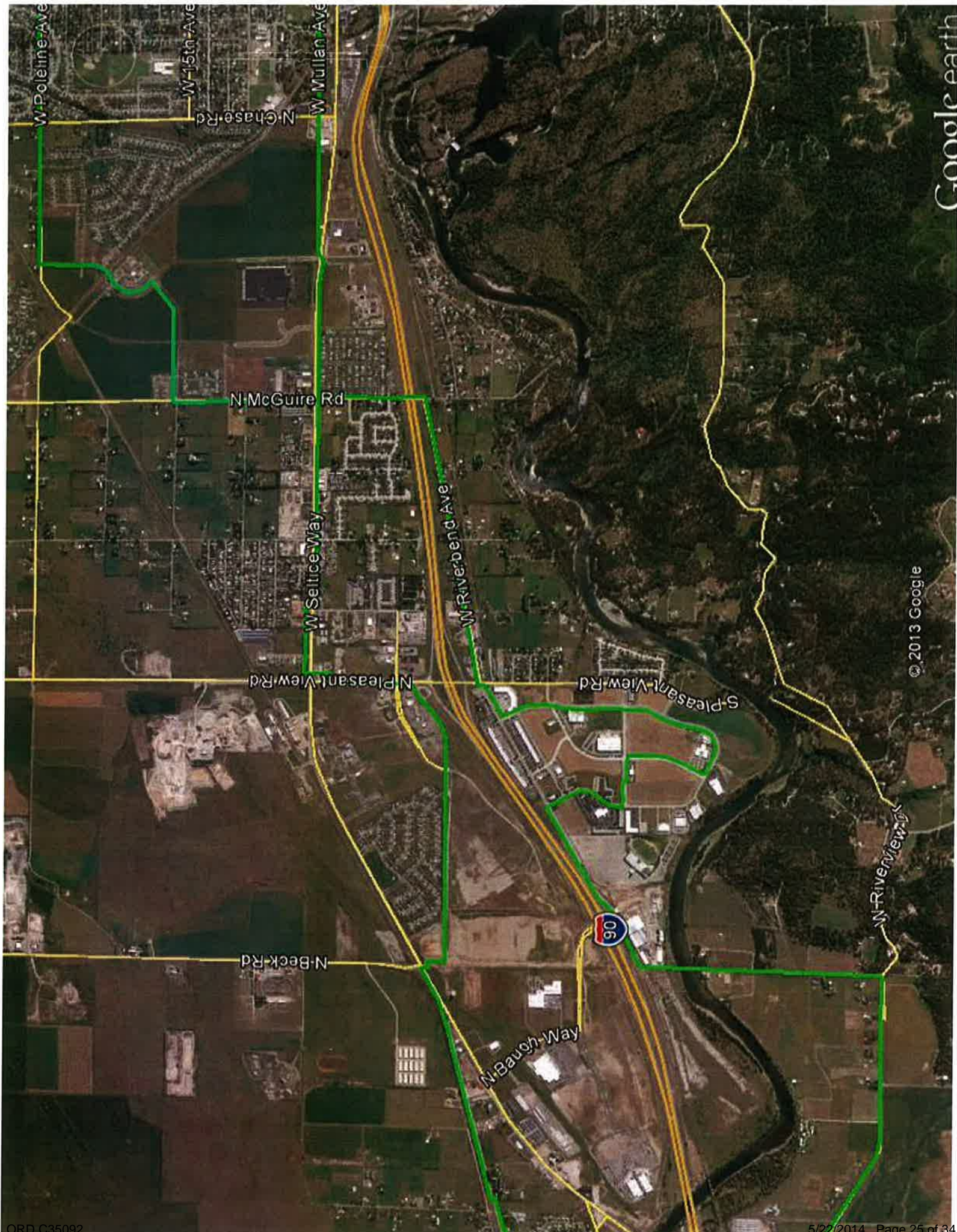




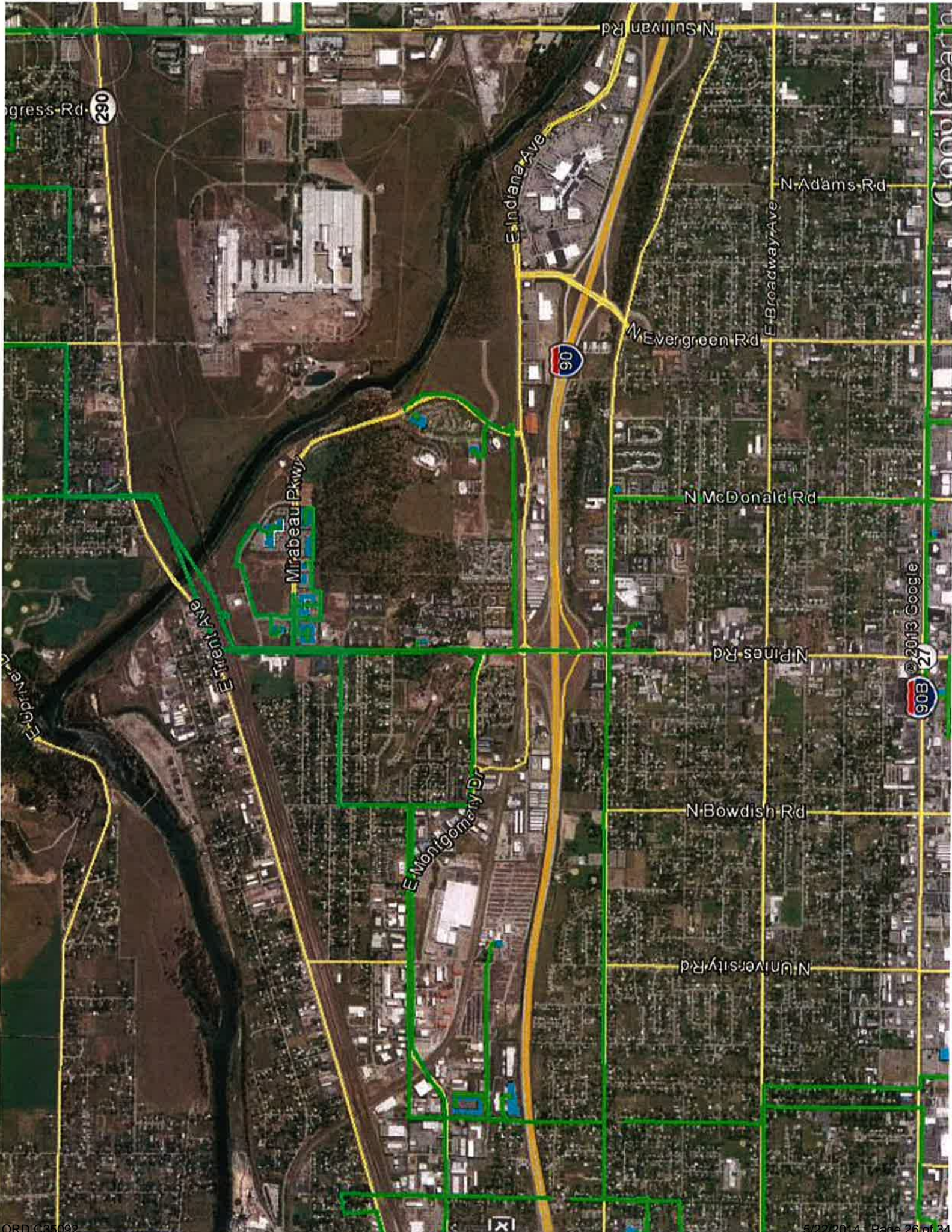








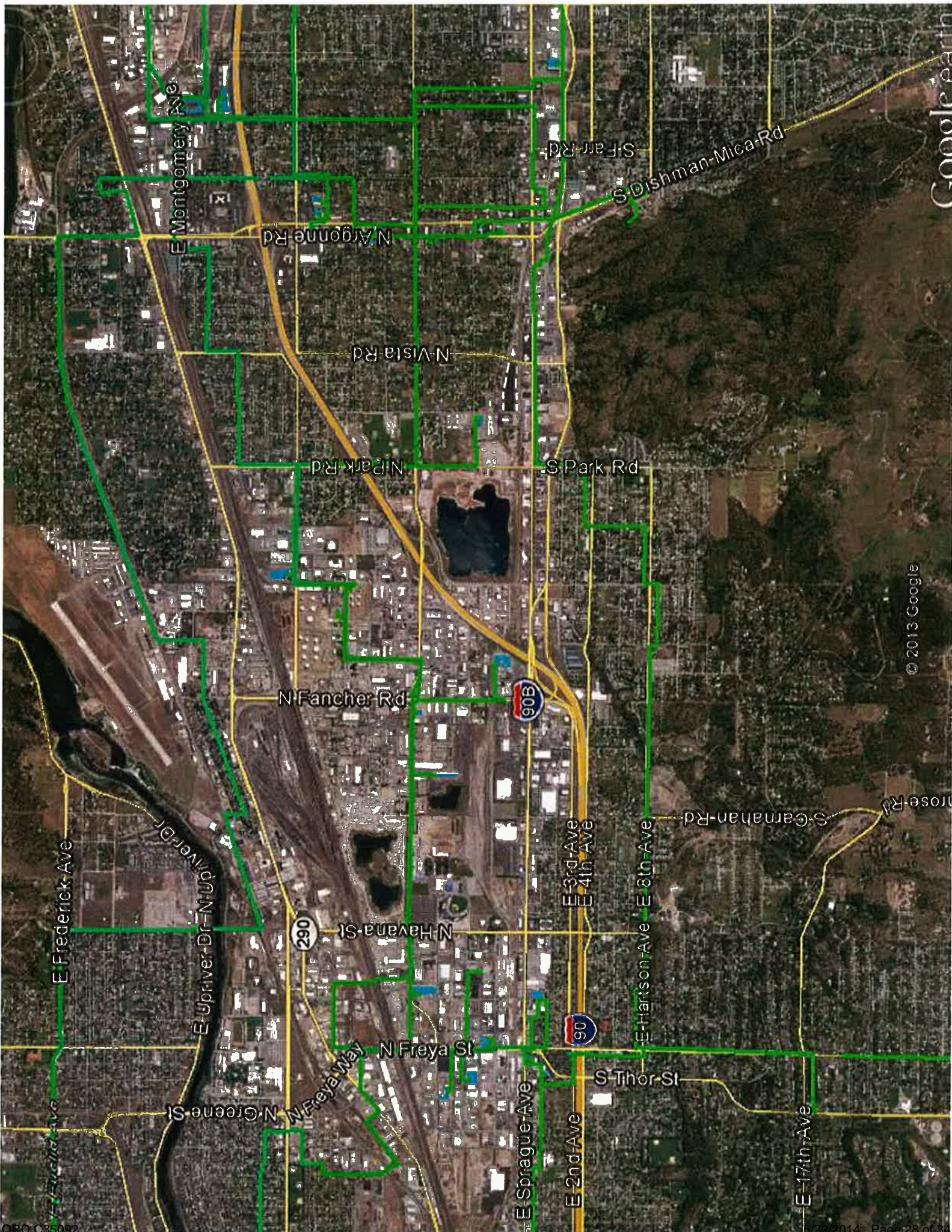








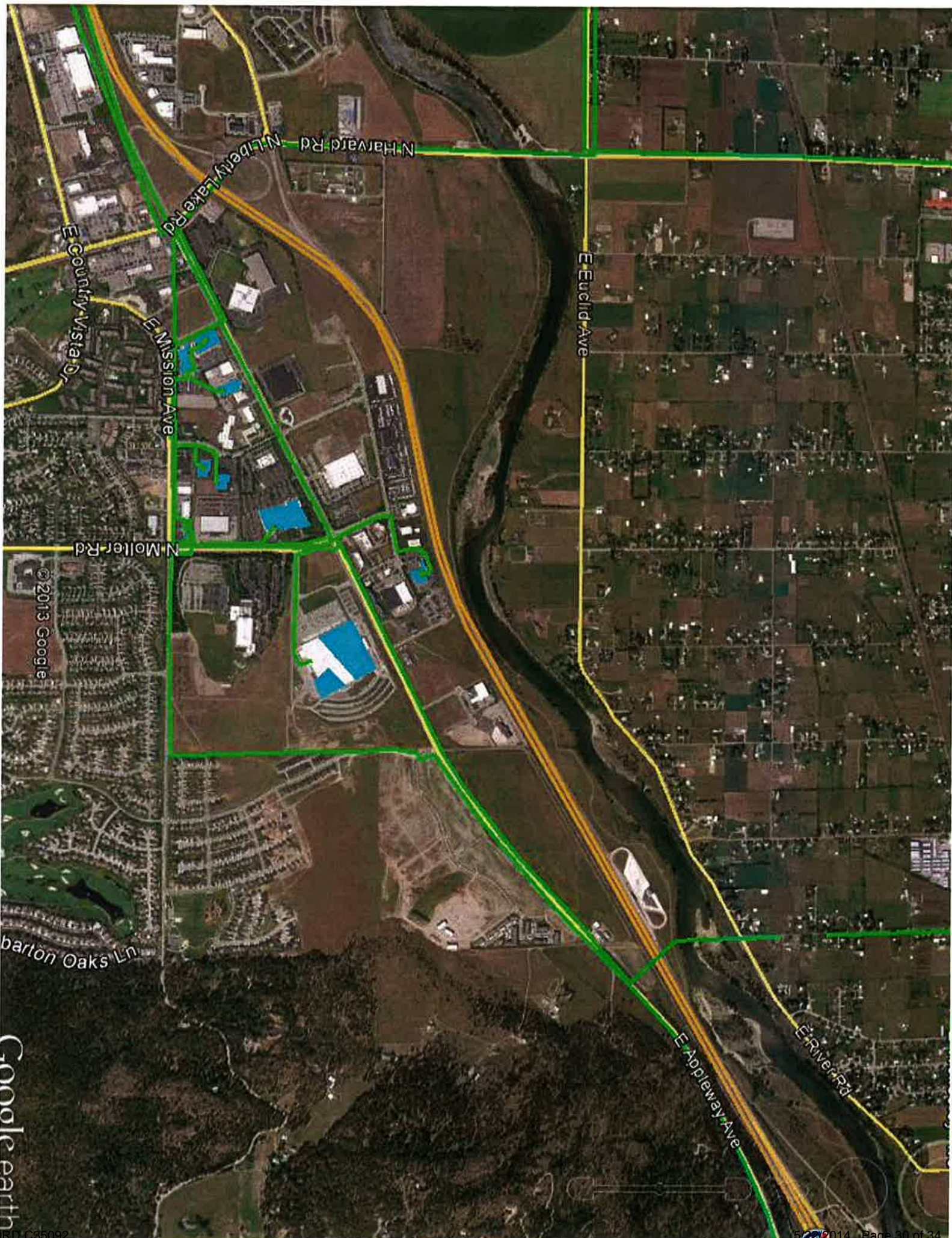








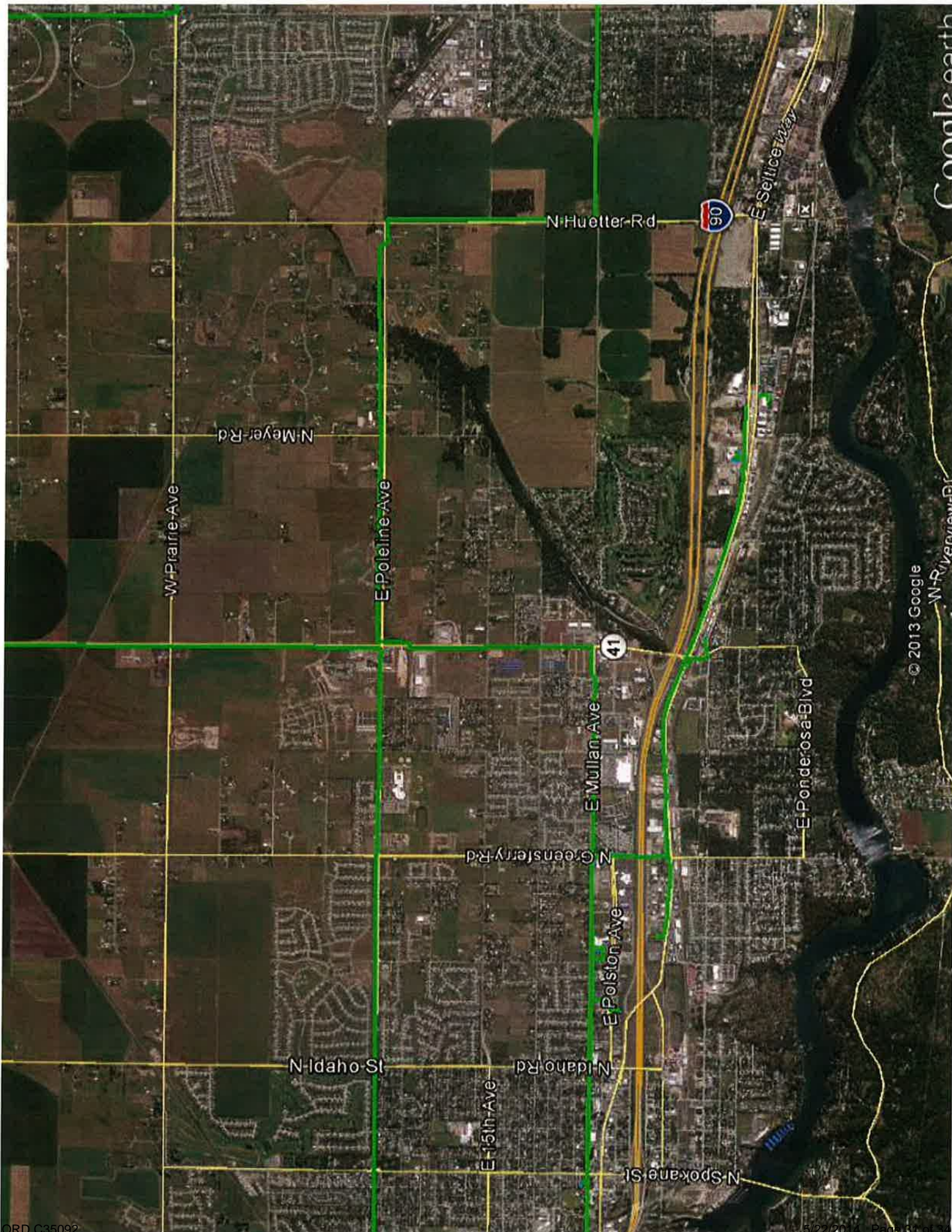




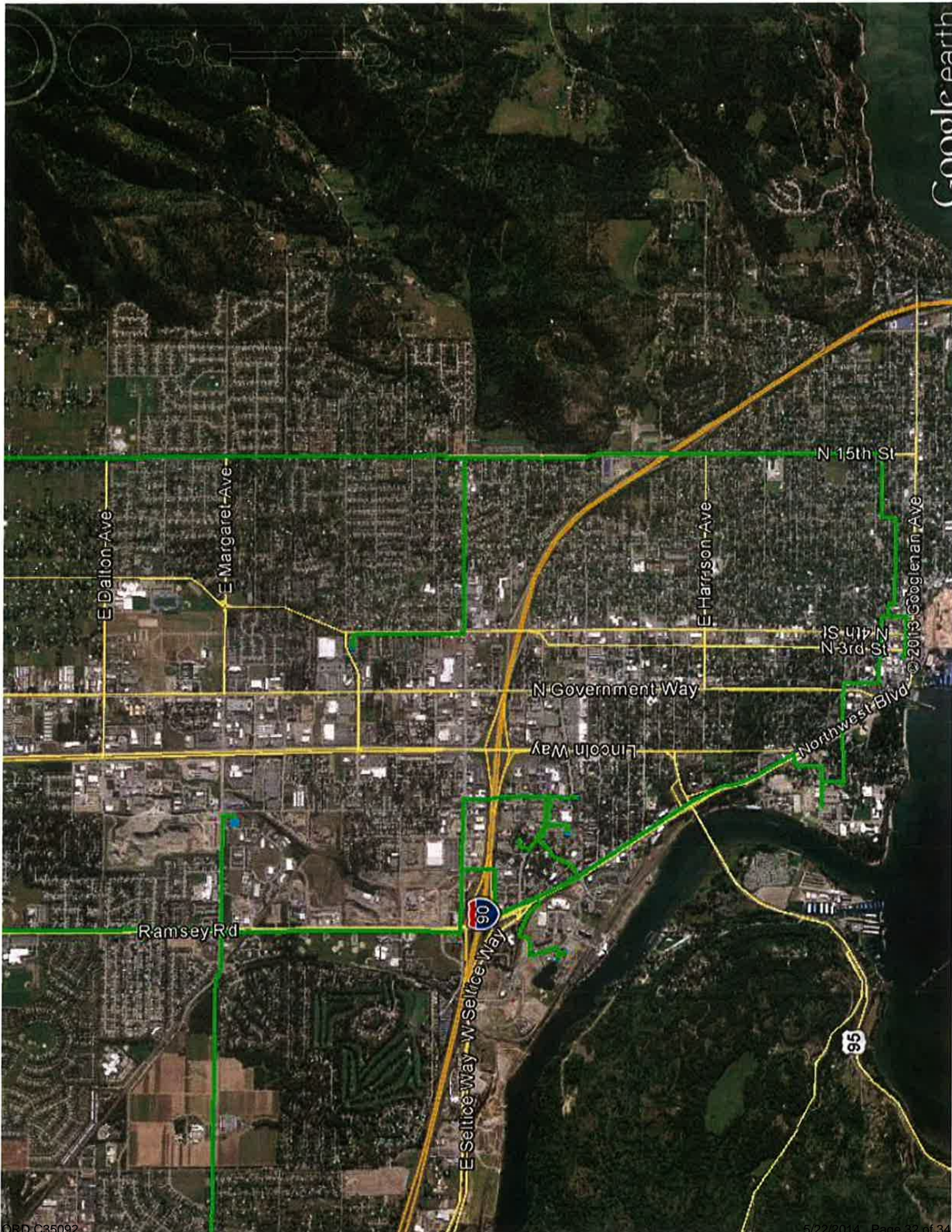
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Google earth

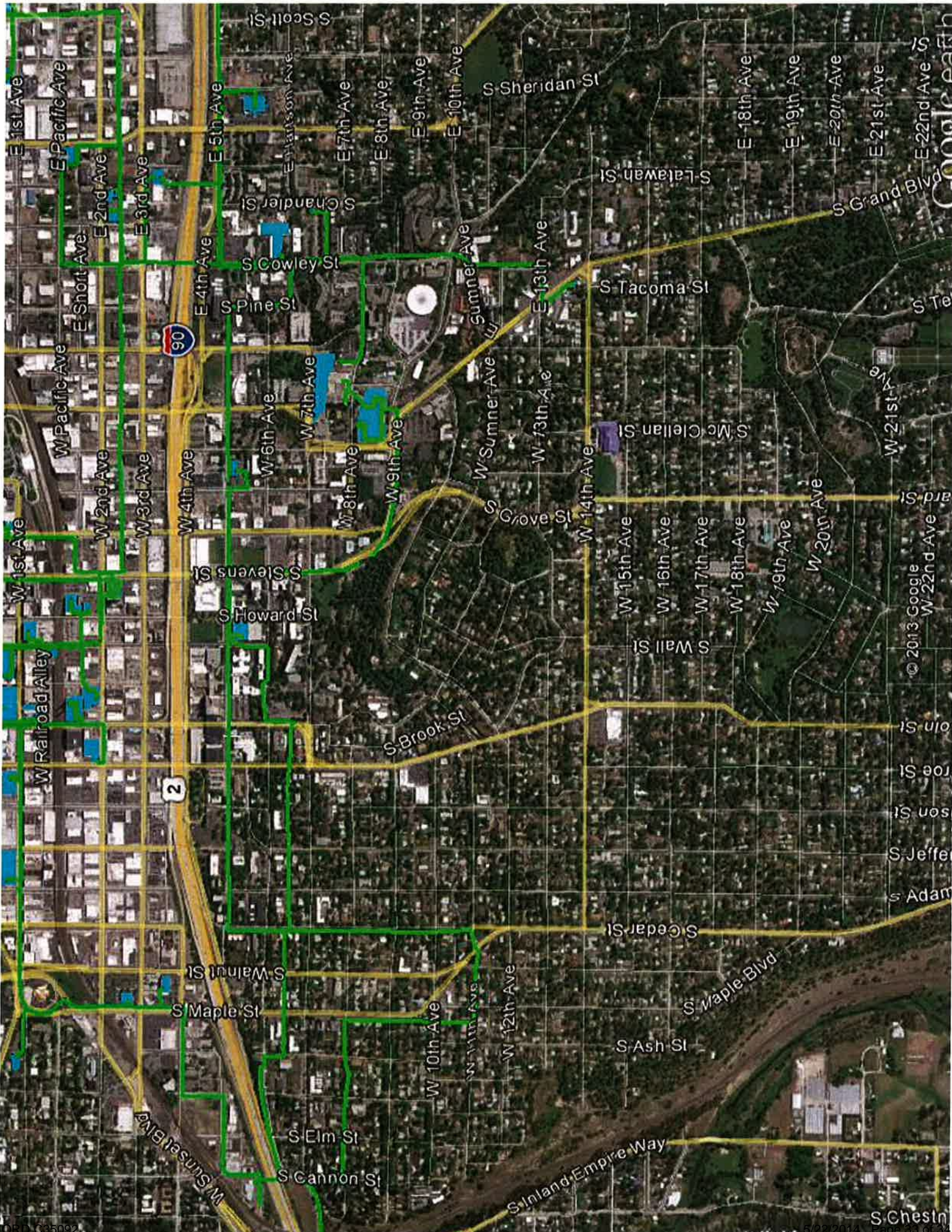




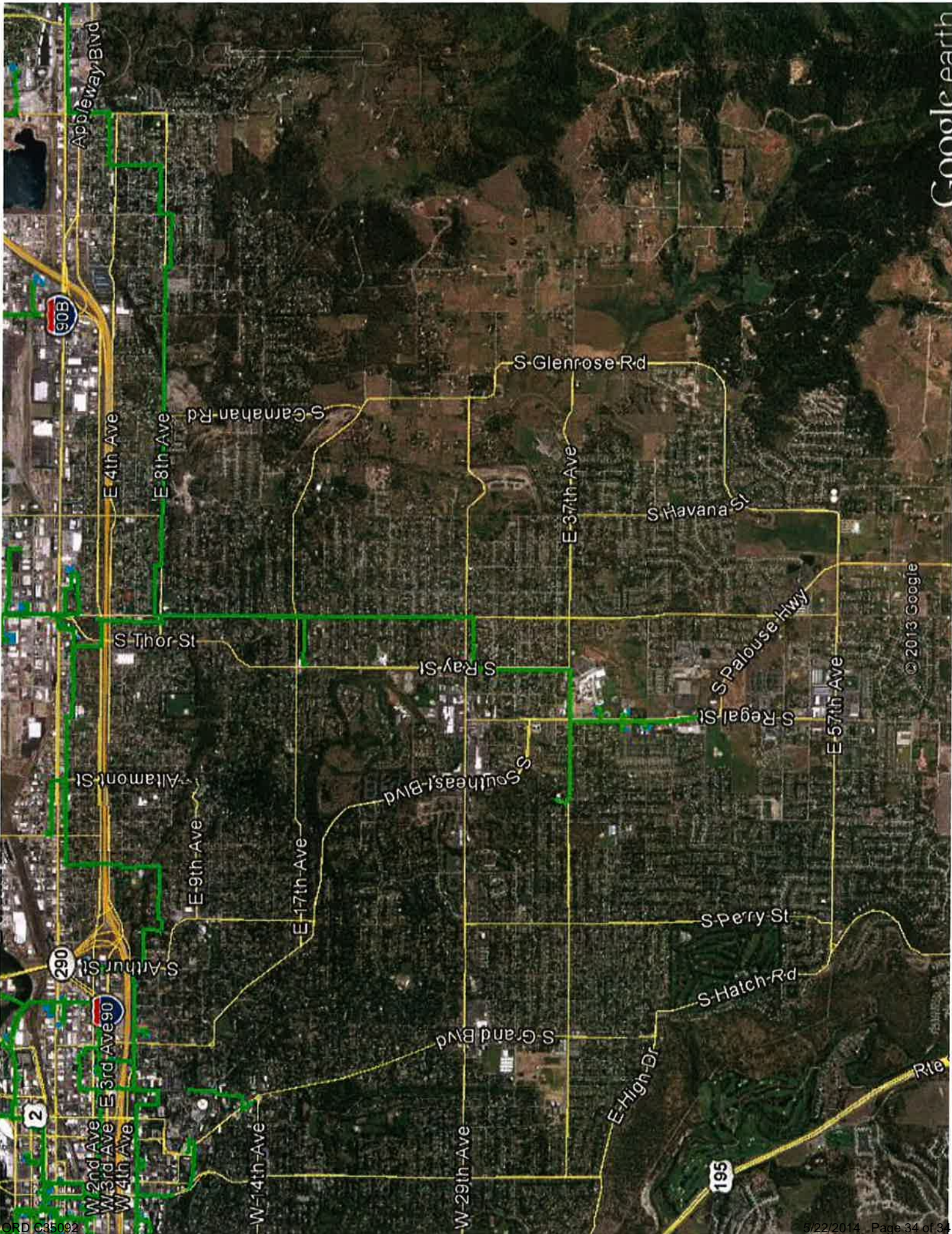
















**Agenda Sheet for City Council Meeting of:**  
05/19/2014

<b>Date Rec'd</b>	5/8/2014
<b>Clerk's File #</b>	ORD C35099
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact</b>	BEN 625-6269
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 PCB PRODUCT & PRODUCTS IN PACKAGING PROCUREMENT POLICY

**Agenda Wording**

An ordinance relating to the establishment of purchasing and procurement requirements that provides a preference, where technically feasible and cost effective, for products and products in packaging that do not contain polychlorinated biphenyls;

**Summary (Background)**

This ordinance creates a purchasing policy whereby the City shall provide a preference for products and products in packing that do not contain PCBs. The ordinance also provides in part that no city department may knowingly purchase such products containing PCBs above the practical quantification limit except when it is not cost-effective or technically feasible to do so.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	Finance
<b><u>Finance</u></b>	BUSTOS, KIM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	SANDERS, THERESA		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

adopting a new section 7.06.172 to chapter 7.06 of the Spokane Municipal Code.

**Summary (Background)**

The ordinance does not require departments to test every product and allows the department to accept from businesses, manufacturers, organizations, and individuals results obtained from an accredited laboratory or testing facility documenting product or product packaging PCB levels. The department may request suppliers of products to provide testing data from an accredited laboratory or testing facility documenting the testing method and product or product packaging PCB levels. The City may also develop policies to implement the preference set forth above, which are consistent with and do not conflict with the provisions of the ordinance.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## ORDINANCE NO. C-35099

AN ORDINANCE relating to the establishment of purchasing and procurement requirements that provides a preference, where technically feasible and cost effective, for products and products in packaging that do not contain polychlorinated biphenyls; adopting a new section 7.06.172 to chapter 7.06 of the Spokane Municipal Code.

WHEREAS, polychlorinated biphenyls, commonly known as PCBs, are a family of human-made organic chemicals that were used in many industrial and commercial products such as insulating fluids for electric transformers and capacitors, hydraulic fluids, plasticizers, paint additives, lubricants, inks, caulk, and carbonless copy paper; and

WHEREAS, PCBs were used because of their fire resistance, chemical stability, and electrical insulating properties. PCBs are also found in products as an unintentional by-product of manufacturing processes. PCBs are ubiquitous in the environment because of their stability, extensive previous use, by-production in manufacturing, inadvertent release, and the inability to control and eliminate them through current waste management practices; and

WHEREAS, PCBs are persistent, bioaccumulative, and toxic, and they cycle between the air, soil, and water. PCBs have been shown to cause cancer and affect the human immune, reproductive, nervous, and endocrine systems; and

WHEREAS, the United States toxic substances control act prohibited the commercial production of PCBs in 1979. However, the United States environmental protection agency rules implementing the ban provides exemptions for certain products containing PCBs at concentrations of fifty parts per million or less as a result of manufacturing processes and therefore the continued manufacture, processing, distribution, and use of products containing PCBs remains permitted; --Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.06.172 to chapter 7.06 of the Spokane Municipal Code to read as follows:

### **7.06.172 Preference for Products and Products in Packaging That Does Not Contain Polychlorinated Biphenyls.**

- A. The City shall provide a preference for products and products in packaging that does not contain polychlorinated biphenyls. No department may knowingly purchase products or products in packaging containing polychlorinated biphenyls above the practical quantification limit except when it is not cost-effective or technically feasible to do so. "Practical quantification limit" means the lowest concentration that can be reliably measured within specified limits of precision,

accuracy, representativeness, completeness, and comparability during routine laboratory operating conditions, or using EPA Method 1668. "Not cost effective" means compliance with this requirement would increase the purchase price of the product by at least ten percent.

- B This subsection does not require a department to test every product procured. However, the department may accept from businesses, manufacturers, organizations, and individuals results obtained from an accredited laboratory or testing facility documenting product or product packaging polychlorinated biphenyl levels. The department may request suppliers of products to provide testing data from an accredited laboratory or testing facility documenting the testing method and product or product packaging polychlorinated biphenyl levels.
- C. The City may develop policies to implement the preference set forth above, which are consistent with and do not conflict with the provisions of this subsection.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



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

06/02/2014

Date Rec'd

5/21/2014

Clerk's File #

ORD C35105

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 CITY COUNCIL BUDGET POLICY

Agenda Wording

An ordinance relating to the functions of the council president and city council; amending SMC section 2.005.010.

Summary (Background)

This ordinance amends SMC 2.005.010 regarding the functions of the Council President and the City Council to include the authority of the City Council to evaluate the performance those staff members under the Council's authority in addition to other personnel functions such as appointing and supervising.

Fiscal ImpactBudget Account

Select \$

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Select \$

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Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance also clarifies that the Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.

<u>Fiscal Impact</u>		<u>Budget Account</u>
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Select	\$	#
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Select	\$	#
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<u>Distribution List</u>	
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## ORDINANCE NO. C35105

An ordinance relating to the functions of the council president and city council; amending SMC section 2.005.010.

The City of Spokane does ordain:

### **2.005.010 Council President and City Council**

Section 1. That SMC section 2.005.010 is amended to read as follows:

- A. As provided in the City Charter a council president and six council members constitute the city council, which is the legislative body of the City. The council president and city council members have no administrative authority over personnel matters except the president and the council members:
  - 1. Appoint, evaluate and discharge the hearing examiner;
  - 2. appoint, evaluate, and discharge the city council's budget and performance analyst;
  - 3. confirm the appointment by the mayor of the city attorney, the city clerk, and the administrative head in each department;
  - 4. appoint nominees of the mayor to boards, commissions, and other official City agencies, unless otherwise provided;
  - 5. hire, supervise, evaluate, and ~~((remove))~~ discharge their own administrative staff;
  - 6. hire, supervise, evaluate, and discharge their individual legislative assistants.
- B. The council president reviews the preparation of the agenda for city council meetings, briefings, and study session meetings and presides at meetings of the council. The council president also serves as the mayor pro tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City council agenda items shall be submitted and processed consistent with the city council rules of procedure and administrative policies and procedures.
- D. The city council shall establish committees to assist in the performance of its assigned duties. There shall be a minimum of five standing committees and other ad hoc committees as determined by the city council.
  - 1. The standing committees shall have a minimum of three members, one from each of the three city council districts.
  - 2. The council president shall chair two of the standing committees to be determined by the council president.

3. All other committees, including ad hoc committees, shall select their own chair.
  4. At no time shall a member of the city council chair more than two standing committees at the same time.
  5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the council.
  6. Standing committee membership shall be determined at the second legislative session of the city council of each calendar year and memorialized by resolution of the city council. Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.
- E. Any council committee with more than three council members as committee members shall be considered a committee of the whole council. All meetings of such a committee shall be considered a special council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee.
- F. All standing committees shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by council members, including deliberation and voting, shall be open to all council members when the standing committee is meeting as a committee of the whole and as a special council meeting. Participation by council members in a standing committee that is not a committee of the whole shall be limited to just the appointed council members.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/02/2014

<u>Date Rec'd</u>	5/21/2014
<u>Clerk's File #</u>	ORD C35106
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 BANNING THE USE & PURCHASE OF NEONICOTINOIDS BY THE CITY OF		

Agenda Wording

AN ORDINANCE relating to a ban on the purchase and use by the City of Spokane of products or products in packaging that contains neonicotinoids; adopting a new section 7.06.171 to chapter 7.06 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes a ban on the City's use of insecticide neonicotinoid, which has been documented as being harmful, if not lethal, to honey bees. The ordinance would ban City Departments from knowingly purchasing or using products or products in packaging containing neonicotinoids. Adoption of this ordinance would support the City's policies set forth in its Sustainability Action Plan.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
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<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Ordinance No. C35106

AN ORDINANCE relating to a ban on the purchase and use by the City of Spokane of products or products in packaging that contains neonicotinoids; adopting a new section 7.06.171 to chapter 7.06 of the Spokane Municipal Code.

WHEREAS, neonicotinoid is a systemic insecticide taken up by plants through the roots and the leaves, which spread through the entire plant and can be found in nectar and pollen of the flowers; and

WHEREAS, there are six types of neonicotinoids used on crops: imidacloprid, clothianidin, thiamethoxam, dinotefuran, acetamiprid, and thiacloprid; and

WHEREAS, neonicotinoid is used on fields and orchard crops, ornamental plants in nurseries and gardens, and on trees in gardens, streets, and parks; and

WHEREAS, imidacloprid, clothianidin, dinotefuran, and thiamethoxam are highly toxic to bees, can reduced fecundity, depress the bees immune system, and increase susceptibility to biological infections, and, depending on the amount of exposure, can be lethal/ sub-lethal to the honey bees; and

WHEREAS, bee pollination is responsible for more than \$15 billion in increased crop value each year. About one mouthful in three in our diet directly or indirectly benefits from honey bee pollination. Commercial production of many specialty crops like almonds and other tree nuts, berries, fruits and vegetables are dependent on pollinated by honey bees; and

WHEREAS, although there are other pollinators, honey bees are more prolific and easier to manage on a commercial level for pollination of a wide variety of crops. Almonds, for example, are completely dependent on honey bees for pollination. In California, the almond industry requires the use of 1.4 million colonies of honey bees, approximately 60 percent of all managed honey bee colonies in the United States; and

WHEREAS, a ban on neonicotinoids supports the goals of the City Sustainability Action Plan by recognizing the value of available natural resources and identifies how the City can best incorporate that value into the City's decision making frame-work and by incentivizing the preservation and use of eco-system functions via amendments to land use policies and regulations; --Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.06.171 to chapter 7.06 of the Spokane Municipal Code to read as follows:

**7.06.172**

**Ban on the Purchase and Use of Products or Products in Packaging by the City of Spokane That Contains Neonicotinoids.**

No department may knowingly purchase or use products or products in packaging containing neonicotinoids. Departments may request suppliers of products to provide testing data from an accredited laboratory or testing facility documenting that the product or product in packaging does not contain neonicotinoids. Departments may accept from businesses, manufacturers, organizations, and individuals results obtained from an accredited laboratory or testing facility documenting the product or product packaging does not contain neonicotinoids. The City may develop policies to implement the ban on neonicotinoids set forth above, which are consistent with and do not conflict with the provisions of this subsection.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/02/2014

**Date Rec'd**

5/23/2014

**Clerk's File #**

ORD C35107

**Renews #****Submitting Dept**

POLICE

**Cross Ref #****Contact Name/Phone**

ERIKA WADE 625-4061

**Project #****Contact E-Mail**

EWADE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

SMC 3.01A AMENDMENT RE: POLICE ORGANIZATION OF ADMINSTRATIVE DEPTS.

**Agenda Wording**

AN ORDINANCE relating to the executive and administrative organization of the City's Police Division; amending sections 3.01A.375, 3.01A.385, 3.01A.390, and 3.01A.400 of the Spokane Municipal Code.

**Summary (Background)**

On April 8, 2013, the City Council passed Ordinance C34964 relating to the executive and administrative organization of the City, adopting a new Chapter 3.01A to Title 3, and repealing Chapter 3.01 of the Spokane Municipal Code. At an October 21, 2013 Special Meeting of the City Council to discuss the 2014 Police budget, the City Council was briefed on a new Police organizational structure. The new structure reflects a simplified model that provides flexibility with changes in the local policing environment. A notable change is the name change of one of the departments from Tactical Operations to Strategic initiatives. This change will facilitate the appointment of the Director of Strategic Initiatives to the correct department.

**Fiscal Impact****Budget Account**

Neutral \$

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Select \$

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

WADE, ERIKA

**Study Session**

10/21/2013

**Division Director**

DOBROW, RICK

**Other**

PSC - 5/19/2014

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

DALTON, PAT

**For the Mayor**

SANDERS, THERESA \*

**Additional Approvals****Purchasing**



## ORDINANCE NO C35107

AN ORDINANCE relating to the executive and administrative organization of the City's Police Division; amending sections 3.01A.375, 3.01A.385, 3.01A.390, and 3.01A.400 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC 3.01A.375 is amended to read as follows:

### **3.01A.375 Police Business Services**

The police business services department is responsible for ~~overall fiscal, human resources, and support services (records, property, planning, and fleet) to ensure the daily business and support operations of the police division~~ the administrative functions of the police division.

Section 2. That SMC 3.01A.385 is amended to read as follows:

### **3.01A.385 Police Field Operations**

The police field operations department is responsible for the ~~personnel deployed to patrol, major crimes investigations, traffic, and specialized units for the day-to-day field operations for the police division.~~

Section 3. That SMC 3.01A.390 is amended to read as follows:

### **3.01A.390 Police Investigations**

The police investigations department leads the overall investigative ~~department leads the overall investigative resources for criminal cases in which the City of Spokane has overall jurisdiction~~ programs of the police division.

Section 4. That SMC 3.01A.400 is amended to read as follows:

### **3.01A.400 Police Strategic Initiatives Tactical Operations**

The police ~~tactical operations~~ strategic initiatives department is responsible for the ~~targeted crimes unit (detectives), patrol anti crime teams, special investigations unit, property crimes and fraud detectives, abandoned auto unit, and special police problems~~

developing, implementing and assessing the operations, business practices, training, strategic plan and initiatives of the department.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/02/2014

**Date Rec'd**

5/21/2014

**Clerk's File #**

ORD C35093

**Renews #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

AMBER 625-6275

**Contact E-Mail**

AWALDREF@SPOKANECITY.ORG

**Agenda Item Type**

Hearings

**Agenda Item Name**

0320 MORATORIUM PUBLIC HEARING

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

A public hearing regarding Ordinance No. C-35093 entitled " An ordinance of the City of Spokane, Washington, imposing a moratorium regarding applications for certain land use permits within areas of the City zoned center and corridor Type I and 2 zon

**Summary (Background)**

On April 14, 2014, the City Council approved a moratorium ordinance regarding applications for certain land use permits within areas of the City zoned center and corridor Type I and 2 zones. Because the ordinance was passed as an emergency without a noticed public hearing, state law required that the Council hold a public hearing within sixty days. To comply with this requirement, a public hearing on the moratorium ordinance will be held on June 2, 2014.

**Fiscal Impact****Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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

MCDANIEL, ADAM

**Study Session****Division Director****Other****Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

providing for a public hearing within sixty days and declaring an emergency," approved by the City Council On April 14, 2014.

**Summary (Background)**

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

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**Distribution List**


ORDINANCE NO. C - 35093

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, IMPOSING A MORATORIUM REGARDING APPLICATIONS FOR CERTAIN LAND USE PERMITS WITHIN AREAS OF THE CITY ZONED CENTER AND CORRIDOR TYPE 1 AND 2 ZONES; PROVIDING FOR A PUBLIC HEARING WITHIN SIXTY DAYS AND DECLARING AN EMERGENCY.

WHEREAS, the City administration, the Logan Neighborhood, the City Planning Department and the City Plan Commission have been working together on the development of a form-based development code applicable to the Hamilton Street corridor in the Logan neighborhood as a pilot project; and

WHEREAS, the Hamilton Street corridor includes both Center and Corridor Type 1 and 2 zones (CC1/CC2), which are designed to promote the greatest pedestrian orientation of the center and corridor zones by placing some limitations on auto-oriented activities (Type 1) and which promotes new development and redevelopment that is pedestrian oriented while accommodating the automobile (Type 2) ; and

WHEREAS, drive-through facilities that are automobile oriented or developments that are set back from the street contradict the pedestrian orientation of CC1 and CC2 zones and the pending form-based development code; and

WHEREAS; the proposed form-based development code will affect many aspects of development standards on the Hamilton Street corridor, including drive-through facilities and building setbacks; and

WHEREAS, the City Plan Commission and the City Council anticipate taking action on the adoption of the form-based development code for the Hamilton Street Corridor in the next six months; and

WHEREAS, allowing the permitting of drive-through facilities or the placement of development set back from the street in CC1 and CC2 zones prior to the pending adoption of the form-based development code will have a detrimental impact on the implementation and goals for form-based development on the Hamilton Street corridor and would render moot many of the goals of form-based development; and

WHEREAS, RCW 36.70A.390 provides that, "A county or city governing body that adopts a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing on the proposed moratorium, interim zoning map, interim zoning ordinance, or interim official control, shall hold a public

hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal;" and

WHEREAS, 35.63.200 provides a similar process for adopting and extending land use moratoriums; and

WHEREAS, moratoriums and interim zoning controls enacted under RCW 35.63.200 and/or RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new plans and regulations will not be rendered moot by intervening development; and

WHEREAS, RCW 35.63.200 and RCW 36.70A.390 both authorize the enactment of a moratorium, interim zoning map, interim zoning ordinance, or interim official control without holding a public hearing; and provides for a process for a public hearing which must be held within sixty days of the dates of the adoption of the moratorium; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council adopts the foregoing as its findings of facts justifying the adoption of this ordinance; and

WHEREAS, the City Council finds that the moratorium imposed by this ordinance is necessary for the immediate preservation of the public peace, health or safety and for the immediate support of city government and its existing public institutions; Now, Therefore

The City of Spokane does ordain:

Section 1 - Moratorium established.

A moratorium is imposed on all land use development applications, including, but not limited to building permits, for drive-through facilities and new construction of

commercial buildings set back from the street in all Center and Corridor Type I and 2 zones on the Hamilton Street corridor from the intersection of Trent Avenue/Spokane Falls Blvd. and Hamilton Street to the intersection of North Foothills Drive and Hamilton Street.

Section 2 - Term of Moratorium.

- A. The moratorium imposed by this ordinance shall become effective on the date of passage and shall continue in effect for an initial period not to exceed one hundred and eighty days, unless repealed, extended or modified by the City Council after subsequent public hearing(s) and entry of appropriate findings of fact, pursuant to RCW 36.70A.390, provided that the moratorium shall automatically expire upon the effective date of the ordinance adopting the form-based development code for the Hamilton Street corridor.
- B. Pursuant to RCW 36.70A.390, the City Council shall conduct a public hearing on the moratorium ordinance within sixty days of the adoption of the ordinance. The foregoing notwithstanding, the length of the moratorium ordinance may need to be longer than one hundred and eighty days in such event, the City shall have a hearing prior to adopting an extension of the moratorium ordinance adopted herein.
- C. The City shall provide an opportunity for a public hearing regarding the ordinance adopting the form-based development code. Public notice and participation in accordance with the local government's standard practices should be followed.

Section 3. Applications During Moratorium.

During the time that the moratorium is in effect, the City will continue to accept and process applications (e.g. assigning docket numbers and other administrative aspects associated with the filing of applications), subject to ordinance provisions as may be revised during the moratorium.

Section 4. Severability. If any provision of this moratorium ordinance, or its application to any person, entity or circumstance, is for any reason held invalid, the remainder of the ordinance, or the application of the provisions to other persons, entities or circumstances, is not affected.

Section 5. Emergency Ordinance. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health, safety and property and for the

immediate support of city government and its existing institutions, shall be effective immediately upon its passage.

PASSED by the City Council on April 14, 2014

Ben Stock  
Council President

Attest:

Leri L. Harte  
City Clerk

Don A. Curran  
Mayor

Approved as to form:

Michael J. Piccolo  
Assistant City Attorney

April 23, 2014  
Date

April 14, 2014  
Effective Date

