

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 17, 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 KAREN STRATTON**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER JON SNYDER**

**COUNCIL MEMBER AMBER WALDREF**

**CITY 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 Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ccavanaugh@spokanecity.org](mailto:ccavanaugh@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |    |  |         |                              |
|----|--|---------|------------------------------|
| 1. | Spokane Airport Board 2015 Budget.<br><b>Dave Armstrong</b>  | Approve | FIN 2014-0002                |
| 2. | Purchases of PC, Laptop and Mobile Data Hardware Equipment from Dell Marketing L.P. (Dell Financial Services, LLC) (Austin, TX), with terms remaining the same—increase annual estimated expenditure from \$360,000 to \$420,000 plus tax.<br><b>Michael Sloon</b> | Approve | OPR 2014-0005                |
| 3. | First of three one-year extensions to Master Contract with Structured Communication Systems, Inc. (Clackamas, OR) for the Purchase of Hardware and Software from November 1, 2014, through October 31, 2015—maximum of \$200,000.<br><b>Michael Sloon</b>          | Approve | OPR 2012-0938<br>RFP 3884-12 |
| 4. | Loan Agreement and other documents with Proclaim Liberty (Spokane, WA) for rehabilitation of Liberty Park Terrace, a 48-unit apartment complex at 1411 E Hartson—\$203,007 HOME funds. (East Central Neighborhood)<br><b>Melora Sharts</b>                         | Approve | OPR 2014-0772                |

- |     |  |                                       |                              |
|-----|--|---------------------------------------|------------------------------|
| 5.  | Amendment No. 7 to agreement with Central Puget Sound Regional Transit Authority for Hearing Examiner Services; extending the existing contract through December 31, 2017, at the rate of \$125 per hour.<br><b>Brian McGinn</b>   | Approve                               | OPR 2000-0079                |
| 6.  | Transition Agreement and Contract Closeout with Wheelabrator Spokane Inc.<br><b>Ken Gimpel</b>   | Approve                               | OPR 2014-0773                |
| 7.  | Change Order No. 1 to contract with Rob's Demolition, Inc (Spokane, WA), for demolition of the building located at 930 East Sprague Avenue— increase of \$22,260.05 (plus tax) for asbestos abatement. Total Contract Amount: \$49,065.05.<br><b>Dave Steele</b>   | Approve                               | OPR 2014-0441<br>ENC 2011085 |
| 8.  | Authorization to increase the administrative reserve on the contract with L & L Cargile, Inc. (Spokane Valley, WA) for Liberty Avenue from Oak Street to Ash Place; Ash Place from Dalton Avenue to Liberty Avenue an increase of \$26,768.17, for a total administrative reserve of \$50,803.94 or 21.1% of the contract price.<br><b>Ken Brown</b> | Approve                               | PRO 2012-0040<br>ENC 2012066 |
| 9.  | Cooperative Agreement between Spokane Fire Department and Spokane Valley Fire Department for the provision of an Integrated Medical Services Program.<br><b>Brian Schaeffer</b>  | Approve                               | OPR 2014-0774                |
| 10. | a. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2014, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.   | Approve All<br>& Authorize<br>Payment | CPR 2014-0002                |
|     | b. Payroll claims of previously approved obligations through October 25, 2014: \$_____.  |                                       | CPR 2014-0003                |
| 11. | City Council Meeting Minutes: _____.   | Approve                               | CPR 2014-0013                |

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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)

## **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.

# LEGISLATIVE AGENDA

## NO EMERGENCY BUDGET ORDINANCES

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0108 Conservation credit program for residential customers with low indoor water usage and for multi-family residences.  
**Rick Romero**
- RES 2014-0109 Regarding the naming of the City Hall Plaza.  
**Ben Stuckart**
- RES 2014-0110 Setting the assessment roll hearing before City Council for December 15, 2014, for the Downtown Parking and Business Improvement Area (Business Improvement District—BID) and providing for notice of the 2015 assessments to business and property owners.  
**Jan Quintrall**
- ORD C35156 (To be considered under Hearings Item H1)
- ORD C35176 Relating to Court Commissioners hiring, salaries, performance; amending SMC 5A.05.020 B. (Amends the salary structure for Municipal Court Commissioners from a fixed salary of \$105,000 per year to an existing six-step City salary range, effective January 1, 2015.) **Tim Dunivant**
- ORD C35177 Of the City of Spokane, Washington, adopting a six-year Citywide Capital Improvement Program for the years 2015 through 2020, and amending Section 5.5 Capital Facilities Program of the City of Spokane Comprehensive Plan. **Katherine Miller**
- ORD C35179 Relating to state and federal lobbying and the City's legislative agenda; amending SMC Section 2.03.010 and 2.03.020; amending Chapter 2.03; and adopting a new Section 2.03.030 to Chapter 2.03 of the Spokane Municipal Code. **Jon Snyder**
- ORD C35185 Adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2015, providing it shall take effect immediately upon passage. **Tim Dunivant**

**FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

- ORD C35180 Relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0562, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Solid Waste) **Rick Romero**
- ORD C35181 Relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.0608, 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.2022, 13.04.2024, 13.04.2025, 13.04.2026, 13.04.2028, and 13.04.2030 of the Spokane Municipal Code; and setting an effective date. **Rick Romero**
- ORD C35182 Relating to the rates of public utilities and services, amending SMC sections 08.02.071, 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1208; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Wastewater) **Rick Romero**
- ORD C35183 Relating to the rates of Water-Wastewater Integrated Capital rates; amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date. **Rick Romero**
- ORD C35184 Relating to water, wastewater rates and the creation of a water and wastewater rate section in the SMC; adding Section 13.035.700. **Rick Romero**

FURTHER ACTION DEFERRED

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**NO SPECIAL CONSIDERATIONS**

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**HEARINGS**

- |  |                                |            |
|--|--------------------------------|------------|
| H1. Final Reading Ordinance C35156 relating to application #Z1300069COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "CC Core" for 0.44 acres located at 2929 and 2937 East Wellesley Avenue and amending the Zoning Map from "Office." (Remanded to Plan Commission on September 29, 2014. Plan Commission returned; no change to Ordinance.) <b>Tirrell Black</b> | Pass upon<br>Roll Call<br>Vote | ORD C35156 |
|--|--------------------------------|------------|

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**Motion to Approve Advance Agenda for November 17, 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 November 17, 2014, Regular Legislative Session of the City Council is adjourned to November 24, 2014.

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**NOTES**

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

FIN 2014-0002

Renews #Submitting Dept

AIRPORTS

Cross Ref #Contact  
Name/Phone

DAVE ARMSTRONG 455-6448

Project #Contact E-Mail

DARMSTRONG@SPOKANEAIRPORTS.NET

Bid #Agenda Item Type

Report Item

Requisition #Agenda Item Name

SPOKANE AIRPORT BOARD 2015 BUDGET

Agenda Wording

Spokane Airport Board 2015 Budget.

Summary (Background)

On October 29, 2014, the Spokane Airport Board approved the 2015 budget for Spokane International Airport, the Airport Business Park and Felts Field. The budget does not require City or County financial support; however, approval is necessary to meet conditions of the Joint Interlocal Agreement. The 2015 operations budget is \$32,227,311 and the capital budget is \$34,782,469. The total 2015 budget is \$67,009,780.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PFISTER, TERRI

Study SessionDivision DirectorOtherFinance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

jthielemann@spokaneairports.net

For the Mayor

SANDERS, THERESA

darmstrong@spokaneairports.net

Additional ApprovalsPurchasing

## **Spokane Airport 2015 Budget**

A copy of this 31 page document is on file for review in the City Clerk's office on the 5<sup>th</sup> floor of City Hall.

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	OPR 2014-0005
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	VB MASTER

<u>Submitting Dept</u>	INFORMATION TECHNOLOGY
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5300 DELL MARKETING INCREASE PURCHASE (2014)

**Agenda Wording**

Approval to increase annual estimated expenditure of purchases of PC, Laptop and Mobile Data Hardware Equipment from Dell Marketing L.P.(Dell Financial Svcs,LLC)(Austin, TX). Terms will remain the same and increase from \$360,000 to \$420,000 plus tax.

**Summary (Background)**

Dell Marketing, LP currently provides the City of Spokane with PC, Laptop and Mobile Data Hardware for purchase for various City Departments. The purpose of the new equipment is efficiencies, improved service, high speed connectivity, future capacity, and aligns with the City's standard for PC, Laptop and Mobile Data equipment and deployment. The City of Spokane IT Department is utilizing Washington State Contract #T10-MST-296.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 60,000.00 plus tax	# Various Accounts
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	CHAN-PALMER, MAY	<u><b>Study Session</b></u>	Finance, Nov. 3, 2014
<u><b>Division Director</b></u>	DOLAN, PAM	<u><b>Other</b></u>	
<u><b>Finance</b></u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u><b>Legal</b></u>	WHALEY, HUNT	Accounting - pdolan@spokanecity.org	
<u><b>For the Mayor</b></u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
<u>Additional Approvals</u>		Legal - hwhaley@spokanecity.org	
<u><b>Purchasing</b></u>	WAHL, CONNIE	Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		IT – jhamilton@spokancity.org	
		Dell - drew_fulton@dell.com	



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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	OPR 2012-0938
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 3884-12
<u>Requisition #</u>	VB MASTER

<u>Submitting Dept</u>	INFORMATION TECHNOLOGY
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 STRUCTURED MASTER CONTRACT EXT (2014)

**Agenda Wording**

First of three one-year extensions to Master Contract OPR2012-0938 with Structured Communication Systems, Inc. (Clackamas, OR) for the Purchase of Hardware and Software. November 1, 2014 through October 31, 2015 for a maximum of \$200,000.00.

**Summary (Background)**

Purchase of this hardware and software is to meet the growth requirements of the City's Storage-Area-Network (SAN). This purchase will replace and upgrade the City's existing hardware that is at end of life or support that was originally purchased in 2002. The current SAN hardware was last upgraded in 2013. Because of the growth of the enterprise applications (both in size and number) components of the SAN need to be enlarged.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 200,000.00	# Various Accounts
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	CHAN-PALMER, MAY	<u><b>Study Session</b></u>	Finance, Nov. 3, 2014
<u><b>Division Director</b></u>	DOLAN, PAM	<u><b>Other</b></u>	
<u><b>Finance</b></u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u><b>Legal</b></u>	WHALEY, HUNT	Accounting - pdolan@spokanecity.org	
<u><b>For the Mayor</b></u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
<u>Additional Approvals</u>		Legal - hwhaley@spokanecity.org	
<u><b>Purchasing</b></u>	WAHL, CONNIE	Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		IT – jhamilton@spokancity.org	
		crichmond@structured.com; cschurter@structured.com	

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

OPR 2014-0772

Renews #Submitting DeptCOMMUNITY, HOUSING & HUMAN  
SERVICESCross Ref #Contact Name/Phone

M SHARTS X6325

Project #Contact E-Mail

MSHARTS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

BT

Agenda Item Name

1680 PROCLAIM LIBERTY

Agenda Wording

Loan Agreement & other documents with Proclaim Liberty (Spokane, WA) for rehabilitation of Liberty Park Terrace, a 48-unit apartment complex at 1411 E Hartson - \$203,007) HOME funds (East Central neighborhood)

Summary (Background)

The City receives HOME grants from HUD for rental housing projects affordable to low-income households. The loan agreement requires that 7 units (3 2-brm & 4 3-bdrm) benefit households at or below 30% of the area median income for at least 10 (and up to 22) years. The \$203,007 loan will be deferred 2 years and repaid over 20 years. Financing includes a bond-financed bank loan and County 2060 loan. All units are rent-restricted and have HUD project-based rent subsidies.

Fiscal ImpactBudget Account

Expense \$ 203,007

# 1710 95844 59210 54201 99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

ALLARD, JERRIE

Study Session

PCED 6/2/14

Division Director

MALLAHAN, JONATHAN

Other

CHHS Bd 5/7/14

Finance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

jphillips

For the Mayor

SANDERS, THERESA

afagerland

Additional Approvals

jstapleton

Purchasing

msharts

shannonm@khco.com

mlesesne

PROPOSED BUDGET  
 PROCLAIM LIBERTY  
 LIBERTY PARK TERRACE APARTMENTS

1411 East Hartson Avenue  
 Rehabilitation of 48-unit apartment complex with 2- and 3-bedroom units

Closing/title/financing	3,500	Inland NW Bank	1,160,000
Construction	925,198	County 2060	254,000
Construction contingency (9.6%)	111,682	Owner	45,870
Sales tax	53,183		
Accessory building	49,225		
Site/infrastructure	220,707		
Bond premium	10,802		
Architect	92,000	<b>City HOME funds</b>	<b>203,007</b>
Consultant fee	47,805		
Lead risk assessment	11,600		
Appraisal	4,000		
RE taxes/insurance	40,610		
Legal	16,000		
Financing costs	28,760		
Consultant fee	47,805		
Subtotal	1,568,195		
Developer fee (3% of total)	47,805		
<b>TOTAL</b>	<b>1,662,877</b>	<b>TOTAL</b>	<b>1,662,877</b>

Projected work includes: conversion of 2 units into accessible units; exterior work (roofing, soffits, fascia, siding (hardi-plank and hardi-board or shingle), windows, stair and balcony railings, slider doors, entry doors, stairs, decks); electrical work (new meter centers, panel boards and feeders, lighting controls, replacing switches and receptacles); site and landscaping work (replacing fence around playground, masonry dumpster enclosures, tree removal, irrigation system replacement, drainage, fence repairs); parking repaving and ADA parking; construction of a small building (480 sf) for a management office; and laundry room renovation to meet accessibility requirements.

**BRIEFING PAPER**  
**City of Spokane**  
**Planning, Community & Economic Development Committee**  
**June 2, 2014**

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**Subject**

Affordable rental housing projects, which have been allocated federal HOME funds through the Community, Housing, and Human Services Dept. and will come before City Council in 2014.

**Background**

The City receives federal funds from the U. S. Department of Housing and Urban Development (HUD) through its HOME Investment Partnerships Program (HOME), which is administered by the Community, Housing, and Human Services Dept. Eligible uses include the construction, rehabilitation, and acquisition of rental properties, which are affordable to low-income tenants. Eligible recipients include for-profit and non-profit housing providers and housing authorities. Some funding is restricted to non-profits designated as Community Housing Development Organizations (CHDO).

Following an RFP process and reviews by its Affordable Housing & Real Estate Portfolio subcommittee, the Community, Housing, & Human Services Board (CHHS Board) recommends four projects for allocations of HOME funds. On 4/24/14, the CHHS Board allocated CHDO set aside funds to one project and, on 5/7/14, it allocated non-CHDO funds to three projects. The four projects are included in the attached table, which shows proposed projects and projects that are currently underway. The pending projects are:

- The Boone 5-plex replaces a 5-plex that was irreparably damaged by fire. The \$125,000 in HOME funds will cover costs not covered by insurance proceeds and enable the owner to upgrade materials and meet WA State Evergreen Sustainable Development Standards. Prior funding with low-income housing tax credits limits affordability to households at or below 45% of area median income (AMI). All units will be HOME units. Spokane Housing Ventures manages the property and owns the partnership interests of the project owner, Casas Salvadas Limited Partnership.
- Liberty Park Terrace is an apartment complex with 24 two-bedroom and 24 three-bedroom units. It was constructed in 1971 with a HUD loan that has paid off. The project has project-based rental assistance. Work includes energy efficiency upgrades, exterior work, and conversion of two units to full accessibility. The \$203,007 HOME loan supplements a bank loan financed with housing bonds and 2060 funds from Spokane County. Under the City's program, 7 units will be affordable to households at or

below 30% AMI. Proclaim Liberty is a nonprofit that was formed to own the project. Liberty Park Terrace is managed by Kiemle & Hagood.

- Garfield Apartments is a 10-unit project with 2 one-bedroom, 2 two-bedroom, and 6 three-bedroom units. Of the 7 HOME units, 3 will be affordable to households at or below 30% AMI and 4 will be affordable to households at or below 50% AMI. The City loan is for \$400,000; a bank loan and owner funds will provide the remaining financing. Konstantin and Tatyana Vasilenko will own and manage the units.
- Sharp Residence is a 4-bedroom single family home that will be affordable to households at or below 50% AMI. The City loan is for \$100,000; a bank loan and owner funds will provide the remaining financing. C&H Duplexes, LLC will own and manage the house.

### **Impact**

Three of the proposed projects will construct a total of 16 units and one will rehabilitate 48 units. The targeted income levels range from 30% to 60% of AMI. Ten of the 20 HOME units will serve households at or below 30% AMI. The HOME units include 1 studio, 4 one-bedroom units, 6 two-bedroom units, 8 three-bedroom units, and 1 four-bedroom unit. The rehabilitation project has project-based rent subsidies. All projects are in established neighborhoods with good bus service.

### **Action**

Loan documents relating to the Boone 5-plex, Liberty Park Terrace Apartments, Garfield Apartments, and Sharp Residence will be before the Council for action before the end of the year.

### **Funding**

The HUD program began in 1992 and the City's annual allocation of HOME funds ranged from \$1.4 to \$1.8 million from 1995 to 2011, and was reduced to under \$1 million in 2012-2014. HOME's eligible uses include: rental housing (acquisition, rehabilitation, or construction), single family housing rehabilitation, tenant-based rental assistance, and homebuyer assistance.

HOME is subject to a number of federal requirements and regulations. The catalogue of Federal Domestic Assistance Number (CFDA) is 14.239. More information is at:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/>.

Most uses of HOME funds require a 25% match from non-federal sources. The match requirement is evaluated at the program level, not the level of each project. Thus far, the City has easily met the program match requirement.

**HOME-FUNDED RENTAL PROJECTS  
PROPOSED AND UNDERWAY**

**Pending (allocations recommended for approval by Community, Housing & Human Services Board)**

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	CHHS Board approval
<b>Sharp Residence</b> 2808 E Sharp (Chief Garry Park)	C&H Duplexes, LLC	For-profit	\$80,000	\$151,731	0.9	1	1 4bd/1,773 sf	\$151,731	\$86	VLI-50	May-14	5/16/2014
<b>Liberty Park Terrace</b> 1411 E Hartson (East Central)	Proclaim Liberty	Non-profit	\$203,007	\$1,616,000	7.0	48	24 2bd/753sf 24 3bd/934sf	\$33,667	\$40	ELI, VLI-50	May-14	5/16/2014
<b>Boone 5-plex</b> (Casas Salvadas) 1024 W Boone (West Central)	Casas Salvadas Limited Partnership/Spokane Housing Ventures	Non-profit	\$125,000	\$593,000	3.7	5	1 0bd/263 sf 2 1bd/738 sf 2 2bd/1,136 sf	\$118,600	\$247	VLI-45	Apr-14	5/7/2014
<b>Garfield Apts.</b> 532 S Garfield (East Central)	Vasilenko	For-profit	\$400,000	\$651,960	0.6	10	2 1bd/671 sf 2 2bd/956 sf 6 3bd/1,186 sf	\$65,196	\$71	ELI, VLI-50, MKT	May-14	5/16/2014
<b>Total</b>			<b>\$808,007</b>	<b>\$3,012,691</b>	<b>2.7</b>	<b>64</b>						

**Previously Approved by City Council (Underway)**

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type/ approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	Council approval
<b>Clare View Seniors</b> 3214 E 44th (Southgate)	Clare View Seniors Apts LP/ Spokane Housing Ventures	Non-profit sponsor/ for-profit owner, LIHTC	\$400,000	\$1,051,214	26.6	61	10 1bd/641sf 50 2bd/870sf	\$181,167	\$166	ELI, VLI-40, LI-60	Oct-11	2012-7-47 10/1/2012
<b>Pioneer Park Place</b> 424 W 7th (Downtown/Cliff Cannon)	Pioneer Park Place GP LLC/ Community Frameworks	Non-profit sponsor/ for-profit owner, LIHTC, HUD 811	\$262,000	\$6,398,220	23.4	29	20 1bd/520-690sf 8 2bd/715-720sf 1 1mgr	\$220,628	\$242	ELI, VLI-40, VLI-50, LI-60	Oct-11	2013-0073 2/4/2013
<b>Sprague Union Terrace</b> 1420-24 E Sprague (East Central)	Inland Empire Residential Resources	Non-profit	\$500,000	\$7,269,806	13.5	37	5 stu/400sf 29 1bd/575-585sf 3 2bd/995sf	\$196,481	\$193	ELI, VLI-50	May-11	2012-221 *6/20/2011 3/26/2012
<b>The Delaney</b> 242 W Riverside (Downtown)	Catholic Housing Services of Eastern Washington	Non-profit sponsor/ for-profit owner, LIHTC	\$300,000	\$7,566,586	24.2	71	70 1bd/414-440 sf 1 1mgr	\$106,572	\$133	ELI, VLI-40, VLI-60	Nov-12	2013-611 8/19/13
<b>Lilac Plaza</b> 7007 N Wiscumb (Nevada Lidenwood)	Spokane Baptist Association Homes	Non-profit sponsor/ for-profit owner, LIHTC	\$300,000	\$13,326,833	43.4	175	126 stu/360-440sf 49 1bd/470-612sf	\$76,153	\$107	ELI, VLI-50, mkt	Nov-12	2013-685 9/30/13
<b>Luhn House</b> 2236 W Pacific (Browne's Addition)	Volunteers of America	Non-profit	\$37,500	\$235,000	5.3	1	1 6bd/4379sf	\$235,000	\$54	ELI, VLI-50	Oct-11	minor contract 4/15/13
<b>Total</b>			<b>\$1,799,500</b>	<b>\$45,847,659</b>	<b>24.5</b>	<b>374</b>						

Income levels relate to Spokane area median income (AMI):

Extremely low-income (ELI)  
Very low-income (VLI-45)  
Very low-income (VLI-50)  
Very low-income (VLI-60)  
Market (MKT)

Household income at or below 30% AMI.  
Household income at or below 45% AMI.  
Household income at or below 50% AMI.  
Household income at or below 60% AMI.  
Unrestricted income.

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CHECK title of documents in V.A.

OPR #2014-\_\_\_\_\_

**CITY OF SPOKANE  
PROCLAIM LIBERTY**

**LIBERTY PARK TERRACE APARTMENTS**

**HOME PROGRAM LOAN AGREEMENT**

This HOME Program Loan Agreement (the "Loan Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2014 ("Effective Date"), by and between the City of Spokane, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing and Human Services Department (the "Department"), 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, and Proclaim Liberty, a Washington nonprofit corporation, (the "Borrower"), whose address is c/o Kiemle & Hagood Company, 601 W Main, Suite 315, Spokane, WA 99201. Borrower and City are together referenced as the "Parties". This Loan Agreement is part of a transaction further reflected in a Promissory Note (the "Note") and a HOME Program Loan Covenant Agreement ("Covenant Agreement"). The City's disbursements under the Loan Agreement are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said documents shall have the same meaning in this Loan Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

WITNESSETH: The Parties hereby agree to diligently fulfill the following duties and to perform the following services in accordance with all of the conditions, terms, and requirements of this Loan Agreement.

**I. PURPOSE**

- A. The purpose of this Loan Agreement is to expand the supply of decent, safe, sanitary, and affordable housing for very low-income households pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq., CFDA #14.239) ("HOME").
- B. To accomplish the purpose of this Loan Agreement, the City shall provide a portion of the financing for the Borrower's rehabilitation of the Liberty Park Terrace Apartments, a 48-unit apartment complex 1411 East Hartson Avenue in Spokane, WA (the "Project"). The legal description of the Project is:

LOTS 1 THROUGH 7, BLOCK 7; LOTS 1 THROUGH 7, BLOCK 8;  
CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME  
"A" OF PLATS, PAGE 209;



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ALSO VACATED STRIP 60 FEET WIDE LYING NORTH OF AND  
ADJOINING SAID LOTS IN BLOCK 8;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE,  
STATE OF WASHINGTON.

Assessor's Parcel Number: 35212.2914

Property Address: 1411 East Hartson Avenue, Spokane, WA  
99202

The Project includes 7 HOME-assisted units, as follows: three two-bedroom units and four three-bedroom units designated as floating HOME units. Borrower shall provide the City with the address (e.g., street address and apartment number) of each HOME assisted unit no later than the time of initial occupancy. If the Project includes floating units, the units originally designated as HOME-assisted may change over time, but the number of HOME-assisted units, for purposes of this Loan Agreement and Related Documents, shall never be less than the number designated in this section, and any replacement units must be comparable in size, features, and number of bedrooms to those units originally identified as HOME-assisted in this section.

Upon completion, at least \_\_\_\_\_ (#) units in the project shall be accessible to individuals with mobility impairments and \_\_\_\_\_ (#) additional unit(s) shall be accessible to individuals with sensory impairments pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

- C. The Project is expected to conform to the estimates noted in the Project Budget, attached hereto as "Attachment 1" and incorporated herein. All additional costs over and above the sum noted as compensation for this Loan Agreement shall be borne by the Borrower.

## II. DURATION OF THE LOAN AGREEMENT

This Loan Agreement shall commence and be effective on the Effective Date and shall terminate on the later of the end of the HOME Affordability Period or full repayment and/or forgiveness of sums due under the Note. The City and Borrower, upon mutual agreement, shall have the power to extend the term of this Loan Agreement. Any extension shall not increase the overall dollar amount loaned by the City pursuant to this Loan Agreement.

## III. AMOUNT OF LOAN

The City shall loan the Borrower a sum not to exceed of TWO HUNDRED THREE THOUSAND SEVEN AND NO/100 DOLLARS (\$203,007.00) from HOME funds, to be disbursed as provided herein, subject to the terms and conditions of this Loan Agreement and Related Documents.

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#### IV. PRICING

This loan is subject to interest on the outstanding principal balance loaned at the rate of one percent (1%) per annum, such interest commencing on the time of disbursement(s) and compounding monthly during the Affordability Period. Payments shall be made pursuant to the Note and Section XV herein below. If rents for any HOME-assisted in the Project are increased above the level of the Affordability Requirements defined in this Loan Agreement or any other provisions, covenants, terms, conditions or restrictions of this Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%) for the remaining term of the loan, compounded monthly, and may be subject to accelerated repayment pursuant to XV.B. herein below.

#### V. SECURITY/SUPPORT

- A. Borrower shall assure and maintain the City's security position on the underlying real estate as evidenced by the Deed of Trust, which will be subordinate only to the following (if any): Deed of Trust of Inland Northwest Bank and the deed of trust and regulatory agreement of the County of Spokane. The sum of all loans against the Project, including the City's, cannot exceed ninety percent (90%) of appraised estimated value upon completion.
- B. The Affordability Requirement outlined in this Loan Agreement shall be recorded as a **covenant running with the Project**, and shall apply without regard to the term of any loan or mortgage or transfer of ownership.
- C. Borrower shall keep in force, continuously, insurance covering the Project and property legally described above, listing the City of Spokane as policy beneficiary, pursuant to Section IX of this Loan Agreement.

#### VI. FUNDING DISBURSEMENTS

- A. The timing and disbursement of HOME funds shall be determined by the City in its sole discretion, consistent with the provisions of this Loan Agreement. Without limiting the foregoing, funding disbursements are subject to the following conditions:
  - 1. City HOME funds shall be disbursed only after completion of all requirements imposed by the United States Department of Housing and Urban Development ("HUD"), as determined by the City in its sole discretion, and upon completion of an environmental review by the City.
  - 2. All loaned funds must be utilized within twelve (12) months from the date this Loan Agreement is executed.
  - 3. Borrower may not request disbursement of funds until needed for payment of eligible project costs, as defined by 24 CFR §92.206 and as

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further defined in the Program Description of the City's Multifamily Housing Program, and the amount of each request must be limited to the amount needed. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups may be reimbursed if they were incurred not more than 24 months before the date of this Loan Agreement. In case of a dispute between the Parties regarding when the funds shall be disbursed, the determination of the Director of the Department of Community, Housing, and Human Services of the City of Spokane ("Director") shall govern.

B. Notwithstanding any other provision of this Loan Agreement, except as approved by the City, prior to the drawdown or disbursement of any City HOME funds hereunder, the Borrower shall provide documentation, in a form reasonably acceptable to the City, that the following actions have been taken to the City's satisfaction:

1. Recording of the Covenant Agreement and Deed of Trust.
2. The Borrower has in place all applicable construction, land use, environmental, zoning permits and/or other federal, state and local governmental approvals as necessary for undertaking the activity for which the specific draw request is to be used.
3. For projects including acquisition of land and/or buildings, an appropriate assessment of fair market value must be reviewed and approved by the City.
4. Notwithstanding any provision in this Loan Agreement, the Borrower and the City hereto agree and acknowledge that Borrower shall not be entitled to any drawdown or disbursement of funds until satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development ("HUD") under 24 CFR Part 58. The Borrower and the City further agree that the provision of any funds to the Project shall be conditioned upon the City's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review. The Borrower shall not spend any funds on physical or choice-limiting actions, including property acquisitions, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance as described herein. Violation of this provision may result in the denial of any funds under this Loan Agreement. The Borrower shall perform all the required mitigation measures referenced in the environmental review record completed by the City.
5. As applicable, the Borrower shall demonstrate, to the City's satisfaction, full compliance with the minimum wage requirements set forth in Section XVIII herein below.

D. Notwithstanding the foregoing, a retainage of ten percent (10%) of the total amount allocated under this Loan Agreement shall be held by the City until all permits have been received, final inspections are complete, a final Certificate of Occupancy is issued, the Borrower accepts the work, federal requirements are

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fully satisfied, and all other obligations under this Loan Agreement or related agreements are carried out to the satisfaction of the Director.

## VII. INCOME DETERMINATIONS

- A. For purposes of this Loan Agreement, tenant “annual income” is defined pursuant to 24 CFR §92.203, and includes income from all persons in the household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.
- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).
- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements.

## VIII. AFFORDABILITY REQUIREMENTS

- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is ten (10) years, beginning after Project Completion, as determined by the Director. “Project Completion” means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), Project Completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is twenty-two (22) years, beginning after Project Completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the “Affordability Period.” Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Note.
- C. Rent Limit. During the Affordability Period, tenant-paid rents on the seven (7) HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane

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area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. These units shall include three (3) two-bedroom units and four (4) three-bedroom units. Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project as established by HUD is attached to this Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is based upon the Section 8 existing housing allowance for tenant-furnished utilities and other services as published annually by HUD and issued by the Spokane Housing Authority or twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing & Human Services Department.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with this Loan Agreement and §92.252(f)(2). Owners must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year.

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Rents can be increased above the maximum limits described above after expiration of the HOME Affordability Period, but the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Note.
- F. Income Limit. At initial occupancy, tenants of all seven (7) of the HOME-assisted units shall have incomes not greater than thirty percent (30%) of AMI. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent.

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- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. The City further reserves the right to revive any affordability restrictions according to the original terms of this Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

#### IX. INSURANCE

The Borrower shall keep the Project and all improvements now existing or hereafter erected thereon continuously insured as required in the Deed of Trust, the Note and the Covenant Agreement and this Loan Agreement, naming the City as mortgagee and/or loss payee. The insurance requirements apply during the Affordability Period, or during any such time as there are outstanding sums due under the Note, whichever is longer.

#### X. PROPERTY STANDARDS

- A. All HOME-assisted housing under this Loan Agreement shall meet all applicable Federal, State and local code requirements and housing quality standards, rehabilitation standards, ordinances and zoning ordinances at the time of Project completion and for the duration of the Affordability Period. Where relevant, the housing must be constructed to mitigate the impact of potential

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disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with applicable State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish).

- B. Any accessible HOME-assisted housing units under this Loan Agreement shall, for the duration of the Affordability Period, meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). The foregoing shall not be interpreted as limiting Borrower's obligation to comply with accessibility requirements applicable to the Project as whole.

- C. The Borrower shall comply with the provisions of 24 CFR §92.251.

XI. ADDITIONAL MISCELLANEOUS COVENANTS

Borrower shall:

- A. Comply with the Affordability Requirements described in this Loan Agreement and related documents.
- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records, and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under this Loan Agreement or as approved of by the Director in writing. The Director may withhold such approval at his/her reasonable discretion.
- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of this Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.



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- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor).
- I. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Loan Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. The City's costs to administer Davis-Bacon Federal Labor Standards, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.
- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with HUD Section 8 Housing Quality Standards and local code requirements throughout the term of this Loan Agreement.
- L. Upon Project completion, the Project shall complete the final inspections and obtain final approvals on all construction permits, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet HUD Section 8 Housing Quality Standards, minimum rehabilitation standards, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause each of the seven (7) HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME-assisted units are not occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$29,001.00/unit for each such unit within thirty (30) days of the City's written

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request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$203,007 HOME dollars/7 HOME units.

The Borrower shall cause the Covenant Agreement (which shall contain the foregoing covenants) to be recorded as a covenant running with the land.

## XII. PROJECT TIMETABLE

- A. The Borrower agrees to complete work required in accordance with the timetable set forth in Attachment 3. Timely completion of the work is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and failure to meet deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Loan Agreement, the Borrower agrees that the Project will be completed as expeditiously as possible and make every effort to ensure the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and revocation of HOME funds. Since it is mutually agreed that time is of the essence, the Borrower shall cause appropriate provisions to be included in all contracts or subcontracts relative to the work tasks in Attachment 4. It is intended that such provisions included in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Borrower and its successors and assigns to the project or any part thereof or any interest therein.
- B. In the event the Borrower is unable to meet the above schedule or complete the above services due to delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the Borrower, the City shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Borrower to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and delays related to the delay.

## XIII. DEFAULT

- A. The following shall be considered "Events of Default" for purposes of this Loan Agreement:
1. Failure of Borrower to make any principal and interest payment within fifteen (15) days after such payment is due.
  2. Failure to perform, observe or comply with the Affordability Requirements, Income Determinations, or any other provisions, related covenants, terms, conditions or restrictions of this Loan Agreement or any agreement relating to the Project (i.e., the occurrence of an event of default under other indebtedness secured by the Project property) or any part thereof, and failure to fully cure the same within the period of time,

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if any, permitted for cure and, if no period for cure is otherwise provided for, within sixty (60) days of written notice from the City of such failure, requesting the same to be remedied; provided, after a second non-compliance of any provision in a five- (5-) year period, only fourteen (14) days written notice is needed.

3. Failure to perform required maintenance or performance of any act by Borrower which would, in the City's reasonable opinion, adversely affect the value of the Project.
4. Sale, transfer, lease, or other conveyance of the Project or any portion thereof, including assumptions and subordinations, without obtaining the prior written consent of the Director.
5. Filing a voluntary or involuntary petition not dismissed within ninety (90) days after filing under the United States Bankruptcy Code by or against the Borrower.
6. Any representation, warranty or disclosure made to the City or any other Project lender which proves to be materially false or misleading as of the date made, whether or not such representation, warranty or disclosure appears in this Loan Agreement.
7. Failure to maintain and keep in force adequate amounts of insurance as is usual in the business carried on by the Borrower, or as required herein.
8. Without limiting any of the foregoing, Borrower's failure to comply with the minimum wage requirements set forth in Section XVIII of this Loan Agreement.

#### XIV. REMEDIES

- A. Upon the occurrence of an event of default not timely cured after notice, the City may, in addition to any other remedies which the City may have hereunder or under this Loan Agreement or by law or equity, at its option and upon written notice to the Borrower, take any or all of the following actions:
  1. Immediately terminate any further advance of loan funds.
  2. Declare the debt incurred hereunder and under the Related Documents immediately due and payable and commence collection proceedings against the Borrower.
  3. Seek judicial appointment of a receiver.
  4. Foreclose under the security documents or instruments, judicially or non-judicially.

5. File suit against the Borrower.
  6. Seek specific performance or injunctive relief to enforce performance of the undertakings, duties, and agreements provided in this Loan Agreement or any related security document or instrument, whether or not a remedy at law exists or is adequate.
- B. All remedies of the City provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law or in equity or by this Loan Agreement. The exercise of any right or remedy by the City shall not in any way constitute a cure or waiver of default under this Loan Agreement or any other related Project agreement, or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights unless, in the exercise of such rights, the City realizes all amounts owed to it by the Borrower.
- C. A failure to declare or a delay in declaring a default shall not constitute a waiver of any rights or remedies or excuse any failure by the Borrower to strictly comply with its obligations under this Loan Agreement or any other related Project agreement or document.

#### XV. REPAYMENT

- A. Payment of principal and interest shall be deferred during the HOME Affordability Period.
- B. Following the HOME Affordability Period, and during the remaining City Affordability Period, this loan may be eligible for debt forgiveness. In exchange for complying with the Affordability Requirements during that period of the City Affordability that extends beyond the HOME Affordability Period (the "Forgiveness Period"), the principal and interest may be forgiven for each year of the Forgiveness Period, until it is fully forgiven or paid at the end of the Affordability Period. If, at the end of each year during Forgiveness Period, the Borrower has complied, for that year, with the Affordability Requirements of this Loan Agreement and the Covenant Agreement and is in compliance with all other provisions of this Loan Agreement and Related Documents, then the loan payments shall be forgiven for that year; provided, no payments shall be forgiven for affordability periods of less than one (1) year. The amount of the annual loan forgiveness shall be the sum of twelve monthly payments; the monthly payments will be in an amount sufficient to amortize the principal and interest over the remaining term of the Affordability Period. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, the Project will not comply with the Affordability Requirements, at which time any and all outstanding balance would become immediately due and payable in full.

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- C. If Borrower elects not to comply with the Affordability Requirements beyond the end of the HOME Affordability Period, repayment of principal and interest shall be made monthly in an amount sufficient to amortize the loan over the remaining term of the Affordability Period.
- D. Repayment during the HOME Affordability Period described in Paragraph VIII.A of this Loan Agreement shall not extinguish the Affordability Requirements.
- E. Payment of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as the City may designate to Borrower in writing.

XVI. NONDISCRIMINATION/RENT SUBSIDY

Neither the Borrower nor any of its agents shall refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

XVII. FAITH-BASED ACTIVITIES AND ORGANIZATIONS

- A. Borrower, in providing services supported in whole or in part with HOME program funds, shall not discriminate against current or prospective program beneficiaries (i.e., tenants) on the basis of religion, a religious belief, or a refusal to attend or participate in a religious practice.
- B. If Borrower engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, Borrower must perform such activities and offer such services outside of and separately in time or location, from the activities or programs financed under this Loan Agreement, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services (i.e., tenants).
- C. Whether or not Borrower is a faith-based organization, it may use the loan proceeds provided under this Loan Agreement as provided under relevant regulations and this Loan Agreement without impairing its independence, autonomy, expression of religious beliefs, or religious character. Borrower will retain its independence from Federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship,

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religious instruction, or proselytization, or any manner prohibited by law. Borrower may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, Borrower retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- D. The loan proceeds provided to Borrower pursuant to this Loan Agreement may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are or will be used for explicitly religious activities. Subject to other limitations in this Loan Agreement, loan proceeds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under HOME regulations. When a structure is or will be used for both eligible and explicitly religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program. Sanctuaries, chapels, or other rooms that Borrower uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the loan or grant, or any change in use of the property during the term of the loan or grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- E. This limitations in this Section XVII shall apply regardless whether the loan proceeds under this Loan Agreement includes local funds that the City has voluntarily contributed to supplement federally funded activities.

XVIII. COMPLIANCE WITH LAWS

- A. The Borrower shall comply with all HOME Program requirements as outlined in 24 CFR part 92 et seq., as may be amended from time to time.
- B. The Borrower shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601 et seq.), E.O. 11063 (3 CFR, 1959-1963 Comp., p. 652), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD regulations issued pursuant thereto.
- C. The Borrower shall comply with the nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, and drug-free workplace, per 24 CFR §92.350.
- D. The Borrower shall comply with the affirmative marketing and minority outreach program of 24 CFR §92.351, and shall further comply with the tenant selection requirements set forth in 24 CFR 92.253(d).

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E. The Borrower shall comply with the National Environmental Policy Act of 1969, as outlined in 24 CFR 92.352 and Borrower agrees to implement City-identified conditions on safeguards to protect and enhance environmental quality or minimize adverse environmental impacts.

F. Minimum Wages.

1. Federal Labor Standards/Davis-Bacon Act ☐ Applicable ☒ Not Applicable. If the "Applicable" box is checked, the following provisions apply:

- a. The Borrower shall pay prevailing wages, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of the Project; provided, in the event the Project is subject to state minimum wage requirements, and if the state minimum wage rate exceeds the Department of Labor rate, the conflict will be resolved by applying the higher rate.
- b. All contracts relating to the Project shall contain a provision requiring the payment of such wages, as predetermined by the Secretary of Labor under the Davis-Bacon Act, 40 USC 276(a) under wage decision [DECISION #], modification [MODIFICATION #], dated \_\_\_\_\_.
- c. The Borrower shall pay overtime, as applicable, pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
- d. The Borrower shall comply with all regulations issued under the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act, all Federal laws and regulations pertaining to labor standards, Federal Labor Standards, HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and 24 CFR §92.354, as applicable.
- e. The Borrower shall provide contracts with the prime contractor and major subcontractors as soon as these contracts are available and the contracts shall evidence compliance with Federal Labor Standards.
- f. These prevailing wage requirements do not apply to volunteers or sweat equity pursuant to 24 CFR §92.354(a) and (b).
- g. Borrower shall reimburse the City for all costs incurred by the City in administering Borrower's compliance with applicable Davis-Bacon, Federal Labor Standards, and Related Acts.

2. Labor Standards. If applicable, the Federal Labor Standards Provisions (HUD 4010) are attached as Attachment n.a.

3. State Minimum Wage. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.



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- G. Conflict of Interest. The Borrower shall comply with the conflict of interest provisions prescribed in 24 CFR §92.356(f). During the Affordability Period, Borrower shall prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Borrower), whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor).
- H. The Borrower shall comply with the equal employment opportunities for low- and very low-income persons pursuant to 24 CFR part 135.
- I. The Borrower shall comply with the Fair Housing Act as implemented by 24 CFR parts 100-115, as applicable.

XIX. TENANT AND PARTICIPANT PROTECTIONS

- A. There must be a written lease between the tenant and the Borrower that complies with 24 CFR 92.253 (Tenant Protections and Selection) and that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified.
- B. Leases between the Borrower and a tenant shall not contain any of the following provisions:
  - 1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.
  - 2. Agreement by the tenant that Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the Borrower and tenant. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Borrower may dispose of this personal property in accordance with Washington state law.
  - 3. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.
  - 4. Agreement by the tenant that the Borrower may institute a lawsuit against a tenant or affecting a tenant's interests without notice to tenant.
  - 5. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the Borrower and tenant.

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6. Agreement by the tenant to waive any right to a trial by jury.
  7. Agreement by the tenant to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease; and,
  8. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
  9. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- C. Borrower may not terminate the tenancy or refuse to renew the lease of a tenant occupying a HOME-assisted unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, Borrower must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy.
- D. Borrower shall adopt and follow written tenant selection policies and criteria that:
1. Limit the HOME-assisted units to very low-income and low-income families;
  2. Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing, not to interfere with the rights and quiet enjoyment of other tenants);
  3. Limit eligibility or give a preference to a particular segment of the population if otherwise permitted in this Loan Agreement (and only if the limitation or preference is described in the City's consolidated plan).
- E. Borrower shall select tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and give prompt written notification to any rejected applicant of the grounds for any rejection.
- F. Borrower shall not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that Borrower may charge: (i) reasonable application fees to prospective tenants; (ii) parking fees to tenants only if such fees are customary for rental projects in the neighborhood; and (iii) fees for services such as bus transportation or meals, as long as such services are voluntary and fees are charged for services provided.

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**XX. TENANT PARTICIPATION PLAN**

If the Borrower is a Community Housing Development Organization ("CHDO") as defined by 24 CFR 92.2, the Borrower shall adhere to a fair lease and grievance procedure approved by the City and shall provide a plan for and follow a program of tenant participation in management decisions pursuant to 24 CFR §92.303.

**XXI. UNIFORM ADMINISTRATIVE REQUIREMENTS/PROJECT REQUIREMENTS**

- A. The Borrower shall comply with the applicable uniform administrative requirements of 24 CFR §92.505 if the Borrower is organized as a non-profit organization.
- B. The Borrower shall comply with all applicable Project requirements of Subpart F of 24 CFR part 92 et seq.
- C. The Borrower shall maintain all tenant and Project records for the most recent five- (5-) year period until five (5) years after the Affordability Period, terminates. The Borrower shall permit the Department, the HUD, and the Comptroller General of the United States, or their authorized representatives, access to all books, records, and papers of the Borrower pertinent to the Project. The Borrower shall keep and retain records sufficient to document invoices of all expenditures, project beneficiary data, and all other records required to be kept pursuant to 24 CFR §92.508.
- D. The Borrower shall permit the Department, HUD, the Comptroller General of the United States, or their authorized representatives, site visits at all times upon reasonable notice throughout the Affordability Period.

**XXII. ASSIGNMENT**

The Borrower shall not assign, transfer, subordinate or sublet any obligation of this Loan Agreement nor shall it sell or otherwise transfer any property subject to this Loan Agreement without prior written consent of the Director, who may withhold consent at his/her discretion. The provisions of this Loan Agreement shall apply to all persons or entities performing obligations set forth by this Loan Agreement, including approved persons or entities to whom or to which the Borrower assigns, transfers, or sublets services as above. Such approved persons or entities shall be subject to the provisions for faith-based activities and organizations as outlined in this Loan Agreement, as applicable.

**XXIII. HAZARDOUS SUBSTANCES/REPRESENTATIONS AND WARRANTIES**

- A. The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any "Hazardous Substances" (as defined below) on or in the Property. The Borrower shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a

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violation of any federal, state or local Environmental Law, ordinance or rule. As used in this provision, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

- B. The Borrower shall promptly give the City written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which the Borrower has actual knowledge. If the Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.
- C. The Borrower hereby represents and warrants that, to the best of the Borrower's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Borrower's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Project, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Borrower has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Borrower represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection

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Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any “infectious waste” as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Borrower is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls (“PCBs”) and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

#### XXIV. DEBARMENT AND SUSPENSION

The Borrower shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Additionally, the Borrower shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/ subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the System for Award Management (<https://www.sam.gov>), the City has determined, as of the date of this contract that the Borrower is not excluded from federal procurement and non-procurement programs. The Borrower has provided in Attachment 4 its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

#### XXV. ANTI-LOBBYING

Borrower certifies that, to the best of Borrower’s knowledge and belief:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this loan;
- B. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this loan, Borrower shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying” in accordance with its instruction; and
- C. Borrower shall require that the language of paragraphs A and B of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

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and cooperative agreements) and that all such subrecipients shall certify and disclose accordingly.

#### XXVI. SEVERABILITY

The invalidity of any clause, part or provision of this Loan Agreement shall not affect the validity of the remaining portions thereof.

#### XXVII. NOTICES

All notices given pursuant to this Loan Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the Parties hereto at the addresses set forth below, or to such other place as a Party may from time to time designate in writing:

City of Spokane  
Community, Housing and Human Services Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3339

Proclaim Liberty  
c/o Kiemle & Hagood Company  
601 W Main, Suite 315  
Spokane, WA 99201

#### XXVIII. INDEMNIFICATION

The Borrower shall protect, defend, indemnify, and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Borrower, its officers, employees or agents, in its performance and/or non-performance of its obligations under this Loan Agreement. The Borrower agrees that its obligations under this indemnification shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. ***This agreement to indemnify is a separate agreement, shall survive any foreclosure action, attempted transfer or the like, is a legal obligation of the Borrower and action may be brought thereon independently of any other remedy at law or provided for herein.***

#### XXVIX. TERMINATION

In accordance with 24 CFR §85.43, this Loan Agreement may be suspended or terminated if the Borrower materially fails to comply with any term of this Loan Agreement. This Loan Agreement may be terminated for convenience in accordance with 24 CFR §85.44.

#### XXX. EXECUTION IN COUNTERPARTS

This Loan Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the Effective Date.

By: \_\_\_\_\_  
John F. Carter, President

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

GIVEN under my hand and official seal the day and year in this certificate above written.

Loan Agreement - 22 of 27

**CITY OF SPOKANE**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Assistant City Attorney

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

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me **David A. Condon and Terri L. Pfister**, to me known to be the Mayor and City Clerk, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



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ATTACHMENT 1  
PROPOSED BUDGET

PROCLAIM LIBERTY  
LIBERTY PARK TERRACE APARTMENTS

1411 East Hartson Avenue

Rehabilitation of 48-unit apartment complex with 2- and 3-bedroom units

Closing/title/financing	3,500	Inland NW Bank	1,160,000
Construction	925,198	County 2060	254,000
Construction contingency (9.6%)	111,682	Owner	45,870
Sales tax	53,183		
Accessory building	49,225		
Site/infrastructure	220,707		
Bond premium	10,802		
Architect	92,000	<b>City HOME funds</b>	<b>203,007</b>
Consultant fee	47,805		
Lead risk assessment	11,600		
Appraisal	4,000		
RE taxes/insurance	40,610		
Legal	16,000		
Financing costs	28,760		
Consultant fee	47,805		
Subtotal	1,568,195		
Developer fee (3% of total)	47,805		
<b>TOTAL</b>	<b>1,662,877</b>	<b>TOTAL</b>	<b>1,662,877</b>

Projected work includes: conversion of 2 units into accessible units; exterior work (roofing, soffits, fascia, siding (hardi-plank and hardi-board or shingle), windows, stair and balcony railings, slider doors, entry doors, stairs, decks); electrical work (new meter centers, panel boards and feeders, lighting controls, replacing switches and receptacles); site and landscaping work (replacing fence around playground, masonry dumpster enclosures, tree removal, irrigation system replacement, drainage, fence repairs); parking repaving and ADA parking; construction of a small building (480 sf) for a management office; and laundry room renovation to meet accessibility requirements.

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Attachment 2  
Initial Project Rents

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**ATTACHMENT 3****TIMETABLE**

Category	Milestone/Task	Projected completion Month Yr/Status
Site control	Project is already owned by Borrower.	Completed.
Financing	Funding awarded by all lenders.	Completed.
	Funding documented by bank and Finance Commission	November 2014.
	Bank loan and bond closing	November 2014
	Funding documented by City and County	November 2014
	City and County loan closing	December 2014
Design/Permits	Completion of inspections and work plan. Approval of construction plans.	November 2014.
	Building permits issued.	November 2014.
Construction	Begin construction.	November 2014.
	Completion of exterior envelope work.	
	Completion of unit work.	
	Completion of parking lot, other site work.	
	Complete construction.	Month year.
Occupancy	Units occupied.	30 days from project completion.

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## ATTACHMENT 4

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

1. The undersigned (i.e., signatory for the Borrower) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the undersigned is unable to certify to any of the statements in this contract, it shall attach an explanation to this contract.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
  5. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Proclaim Liberty</u> Name of Borrower (Type or Print)	<u>Liberty Park Terrace Apartments</u> Program Title (Type or Print)
<u>John F. Carter</u> Name of Certifying Official (Type or Print)	 Signature
<u>President</u> Title of Certifying Official (Type or Print)	 Date (Type or Print)

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**CITY OF SPOKANE  
PROCLAIM LIBERTY**

**LIBERTY PARK TERRACE APARTMENTS**

**PROMISSORY NOTE**

OPR #2014-\_\_\_\_\_

Borrower: Proclaim Liberty  
c/o Kiemle & Hagood Company  
601 W Main, Suite 315  
Spokane, WA 99201

Lender: City of Spokane  
Community, Housing and Human Services Department  
808 W. Spokane Falls Blvd., Room 650  
Spokane, WA 99201

Principal: \$203,007.00

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

1. **PROMISE TO REPAY:** FOR VALUE RECEIVED, the undersigned Proclaim Liberty, hereinafter referred to as "Borrower", promises to repay to the order of the City of Spokane, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of TWO HUNDRED THREE THOUSAND SEVEN AND NO/100 DOLLARS (\$203,007.00) or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's rehabilitation of the Liberty Park Terrace Apartments, a 48-unit apartment complex, located at 1411 East Hartson Avenue in Spokane, WA (the "Project"). This Promissory Note (the "Note") is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement") and HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith. Lender's disbursements under the Loan Agreement and the Note are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. **INTEREST:** In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded monthly, commencing on the date the money is first disbursed under the Loan Agreement, at the rate of one percent (1%) per annum. If rents for any HOME-assisted unit of the Project are raised above the level of the

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Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%), compounded monthly, for the period of noncompliance, as determined by the Director of Community, Housing and Human Services for the City of Spokane (the "Director").

3. REPAYMENT; MATURITY:

A. Deferral Period: Payment of principal and interest shall be deferred for two years from the date of this note, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. Payment Period: Principal and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing two years from the date of this Note, in the amount required to fully amortize the outstanding principal and accrued interest on this Note (including the interest accrued) on this Note over twenty (20) years. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, Borrower and/or the Project will not comply with the Affordability Requirements, at which time any remaining balance would become immediately due and payable in full.

C. Maturity Date: All outstanding principal of and unpaid interest on this Note is due and payable on \_\_\_\_\_, 2036 (the "Maturity Date").

D. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment during the HOME Affordability Period, as described in the Loan Agreement, shall not extinguish the Affordability Requirements.

E. Late Charges: A late charge of thirty dollars (\$30.00) will be added to any payment received after the 10<sup>th</sup> day of the month in which it is due in addition to any other remedy.

F. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

G. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

4. THIS NOTE IS secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

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5. THIS LOAN IS made for the purpose of financing a portion of the costs of the rehabilitation of the property described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, the Deed of Trust, the Loan Agreement and associated Covenant Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within ten (10) days after such payment is due, or if any other Event of Default occurs under the Deed of Trust, the Loan Agreement or the Covenant Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. The remedies provided for Default may be exercised at the discretion of the Director. An unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

(a) reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

(b) an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the Borrower under this Note, the Loan Agreement and the Covenant Agreement, and (ii)

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that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

(c) a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

(d) a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

(e) a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

(f) a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

8. THIS NOTE IS not assignable or assumable without the express written consent of the Lender.

9. EACH MAKER AND endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

11. BORROWER RATIFIES and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.



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12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower executed this Promissory Note on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**PROCLAIM LIBERTY**

By: \_\_\_\_\_  
John F. Carter, President

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Note: Check document title and recording info for Priority Agreement on pg 2.

AFTER RECORDING MAIL TO:

City of Spokane

Department of Community, Housing and Human Services

808 W. Spokane Falls Blvd., Room 650

Spokane, WA 99201

OPR #2014-\_\_\_\_\_

**CITY OF SPOKANE  
PROCLAIM LIBERTY**

**LIBERTY PARK TERRACE APARTMENTS**

**DEED OF TRUST**

Grantor: Proclaim Liberty, a Washington nonprofit corporation

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35212.2914

Legal Description (abbreviated): LOTS 1 TO 7, BLOCK 7 & 8 CELESTA PARK  
(See below for full legal description.)

THIS DEED OF TRUST, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Proclaim Liberty, a Washington nonprofit corporation referred to herein as GRANTOR, whose address is c/o Kiemle & Hagood Company, 601 W Main, Suite 315, Spokane, WA 99201, Inland Professional Title, LLC, TRUSTEE, whose address is 501 S. Bernard, 1<sup>st</sup> Floor, Spokane, WA 99204 and the City of Spokane, Washington, a Washington state municipal corporation, BENEFICIARY, whose address is City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201.

This Deed of Trust is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement"), HOME Program Loan Covenant Agreement ("Covenant Agreement"), and Promissory Note, secured by this Deed of Trust. The terms of said agreements are incorporated into this Deed of Trust, and the capitalized terms in said agreements shall have the same meaning in this Deed of Trust unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to Beneficiary shall apply.

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WITNESSETH: Grantor hereby irrevocably grants and conveys to Trustee in trust, with power of sale, the following described real property (the "Property") in Spokane County, Washington:

LOTS 1 THROUGH 7, BLOCK 7; LOTS 1 THROUGH 7, BLOCK 8;  
CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF  
PLATS, PAGE 209;

ALSO VACATED STRIP 60 FEET WIDE LYING NORTH OF AND  
ADJOINING SAID LOTS IN BLOCK 8;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF  
WASHINGTON.

Assessor's Parcel Number: 35212.2914

Property Address: 1411 East Hartson Avenue, Spokane, WA 99202

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, easements, fixtures and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained and as further contained in the Loan Agreement, Covenant Agreement, and Promissory Note, secured by this Deed of Trust, and for the purpose of securing payment of the sum of TWO HUNDRED THREE THOUSAND SEVEN AND NO/100 DOLLARS (\$203,007.00) with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon. This Deed of Trust also secures to Beneficiary: (a) the payment of other sums, with interest, advanced to protect the security of this Deed of Trust; and (b) the performance of Grantor's covenants and agreements under this Deed of Trust and the Promissory Note, Covenant Agreement and Loan Agreement of even date herewith.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend the title to the Property against all claims and demands, subject to any prior encumbrances of record and encumbrances listed in the Priority Agreement recorded \_\_\_\_\_, 2014 under recording number \_\_\_\_\_.

COVENANTS: Grantor and Beneficiary covenant and agree as follows:

**1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES.** Grantor shall promptly pay when due the principal of and interest on the

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debt evidenced by the Promissory Note and any late charges due under the Promissory Note.

**2. APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Beneficiary under Paragraph 1 shall be applied: first, to any late charges due under the Promissory Note; second, to interest; and third, to principal due under the Promissory Note.

**3. CHARGES; LIENS.** Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Deed of Trust, including utility charges, whether or not reflected in a recorded lien. Grantor shall pay these obligations on time directly to the person or entity owed payment. Grantor shall promptly furnish to Beneficiary upon request copies of all notices of amounts to be paid under this Paragraph. If Grantor makes these payments directly, Grantor shall promptly furnish to Beneficiary upon request receipts evidencing the payments. Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless: (a) Grantor agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) Grantor contests in good faith the lien in legal proceedings, or defends against enforcement of the lien in legal proceedings, which, in the Beneficiary's opinion, operate to prevent the enforcement of the lien; or (c) Grantor secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust, or (d) Beneficiary has executed an agreement subordinating its interest. If Beneficiary determines that any part of the Property is subject to a lien, which may attain priority over this Deed of Trust, Beneficiary may give Grantor a notice identifying the lien. Grantor shall satisfy the lien or take one or more of the actions set forth above within ten business (10) days of the giving of the notice. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, recorded or unrecorded liens, encumbrances, or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Promissory Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

**4. HAZARD OR PROPERTY INSURANCE.** A. Grantor shall keep the improvements now existing or hereafter erected on the Property continuously insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which the Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires in order to maintain adequate protection for the Property, but no act or omission by the Beneficiary shall relieve Grantor of the primary duty to procure adequate insurance. In no event shall such insurance be less than the full replacement cost of the Property (*i.e.*, 100% of replacement cost). The insurance carrier providing the insurance shall be chosen by the Grantor subject to Beneficiary's approval. All policies shall be held by the Beneficiary, and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. If Grantor fails to maintain coverage as described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with Paragraph 7.

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B. All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

C. Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened thereby. If the restoration or repair is not economically feasible or if Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property or does not answer within thirty (30) days notice from the Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may, in its sole discretion, use the proceeds to restore or repair the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given. Such application of proceeds by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

D. Unless Beneficiary and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of the payments. If under Paragraph 20, the Property is acquired by Beneficiary, Grantor's right to any insurance policies or proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

**5. FLOOD INSURANCE.** If the Property is located in a one hundred year FEMA Flood Zone, Grantor shall maintain flood insurance throughout the term of the Loan in an amount not less than the total amount of the Loan or the maximum amount of coverage available through the National Flood Insurance Program, furnishing proof of same upon request by Beneficiary.

**6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; LOAN APPLICATION; LEASEHOLDS.** Grantor shall cause the Property to be occupied, established, and used as decent, safe, sanitary and affordable housing for low-income families pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq.) throughout the term of the loan as described in the Promissory Note and Covenant Agreement. Grantor covenants and agrees to keep the Property in good condition and repair, to permit no waste thereof, to complete any building, structure, or improvement being built now or hereafter thereon, to restore or replace promptly any building, structure, or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith

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judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Grantor may cure such a default and reinstate, as provided in Paragraph 17 by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of Grantor's interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. Grantor shall also be in default if Grantor, during the loan application process, gave materially false or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with any material information) in connection with the loan evidenced by the Promissory Note. If this Deed of Trust is on a leasehold, Grantor shall comply with all the provisions of the lease. If Grantor acquires fee title to the property, the leasehold and the fee title shall not merge unless Beneficiary agrees to the merger in writing.

**7. PROTECTION OF BENEFICIARY'S RIGHTS IN THE PROPERTY.** A. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, the Loan Agreement and/or the Covenant Agreement, or there is a legal proceeding which, in the Beneficiary's good faith judgment, may affect Beneficiary's rights in the Property (including but not limited to proceedings in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Beneficiary shall have the right to take whatever action it deems reasonably necessary and appropriate to protect the value of the Property and Beneficiary's rights in the Property. Although Beneficiary may take action under this Paragraph 7, Beneficiary is not obligated to do so.

B. Any amounts caused to be disbursed by Beneficiary under this Paragraph 7 shall become additional debt secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Promissory Note rate and shall be payable with interest upon notice from Beneficiary to Grantor requesting payment.

C. Grantor covenants and agrees to defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including the cost of title search and any and all attorney's fees actually incurred, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

D. Grantor further covenants and agrees to pay any and all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

**8. INSPECTIONS.** Beneficiary or its agent may make reasonable entries upon and inspections of the Property, subject to all applicable landlord/tenant laws. Beneficiary shall give Grantor notice at least 24 hours prior to an inspection; provided, however, such right to notice does not apply to Beneficiary when acting in its regulatory capacity or when exercising its police powers.

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**9. CONDEMNATION.** A. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust and other liens as approved by the Beneficiary, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (i) the total amount of the sums secured immediately before the taking, divided by (ii) the fair market value of the Property immediately before the taking. Any balance shall be paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

B. If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, and Grantor fails to respond to Beneficiary within thirty (30) days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

C. Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of such payments.

**10. GRANTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to release the liability of the original Grantor or of Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor or Grantor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Grantor, except as otherwise provided for in this Deed of Trust. Grantor's covenants and agreements shall be joint and several.

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**12. LOAN CHARGES.** If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and; (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed under the Promissory Note or by making a direct payment to Grantor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Promissory Note.

**13. NOTICES.** Grantor shall promptly give Beneficiary written notice of any and all Project defaults (regardless of whether the default is related to the financing provided by Beneficiary and the various agreements governing the terms of such financing, or whether the default is related to any of the various other parties or entities providing financing to the Project under their various agreements), investigations, claims, demands, lawsuits, licensing issues relating to the operation of the building or care facility, or other actions by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law (as defined in Paragraph 19 of this Deed of Trust) of which Grantor has actual or constructive knowledge. Any notice provided for in this Deed of Trust shall be given pursuant to the procedures outlined in the Loan Agreement.

**14. GOVERNING LAW; SEVERABILITY.** This Deed of Trust shall be governed by federal law and the laws of the State of Washington. In the event that any provisions of this Deed of Trust or the Promissory Note conflict with applicable law, such conflict shall not affect other non-conflicting provisions of this Deed of Trust or the Promissory Note, which shall continue in full force and effect.

**15. GRANTOR'S COPY.** Grantor hereby acknowledges receipt of a conformed copy of the Loan Agreement, Covenant Agreement, Promissory Note, and of this Deed of Trust.

**16. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR.**

A. Except as provided in the Promissory Note, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent, or if any other default occurs under this Deed of Trust, the Promissory Note, the Loan Agreement or the Covenant Agreement, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the execution date of this Deed of Trust. By accepting payment of any sum secured by this Deed of Trust after payment is due, Beneficiary does not waive the right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

B. If Beneficiary exercises the above option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a cure period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all



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sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any and all remedies permitted by this Deed of Trust without further notice or demand on Grantor.

**17. GRANTOR'S RIGHT TO REINSTATE FOLLOWING ACCELERATION.** If Grantor meets the conditions outlined in this paragraph, Grantor shall have the right to have enforcement by acceleration of this Deed of Trust discontinued at any time prior to the earlier of: (i) 10 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (ii) entry of a judgment enforcing this Deed of Trust. The conditions which Grantor must meet are that Grantor shall: pay Beneficiary all sums which then would be due under this Deed of Trust and the Promissory Note as if no acceleration had occurred; cure any default of any other covenants or agreements; pay all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, and; take such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property, and Grantor's obligation to pay the sums secured by this Deed of Trust continue unchanged. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration caused by Grantor's selling or transferring all or any part of the Property or any interest in it (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent.

**18. NO FURTHER ENCUMBRANCES.** A. For the purposes of protecting Beneficiary's security and keeping the Property free from junior and subordinate financing liens, Grantor agrees and understands that any sale, conveyance, further encumbrance (including the granting of easements and any and all other matters affecting title or other transfer of title to the Property, or any interest therein (whether voluntary or by operation of law), without Beneficiary's prior written consent, shall be an Event of Default under this Deed of Trust.

**B. Notice is hereby given to all third parties that any mortgage or other Deed of Trust that they may receive against the Property without the prior written approval and acknowledgment of the Beneficiary of this Deed of Trust shall be null and void and without force or effect.**

**19. HAZARDOUS SUBSTANCES; REPRESENTATIONS AND WARRANTY.** A. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined in this Paragraph 19) on or in the Property, except for the presence, use, storage and disposal of reasonable quantities of such Hazardous Substances as are generally used in the ordinary course of operating, maintaining or developing properties such as the Property, all of which Indemnitor represents, warrants and covenants shall be used, stored and disposed of in accordance with commercially reasonable practices and all applicable laws. Grantor shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a violation of any federal, state, or local Environmental Law, ordinance, or rule. As used in this Paragraph 19,

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"Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

B. Grantor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.

C. The Grantor hereby represents and warrants that, to the best of the Grantor's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Grantor's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Property, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Grantor has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Grantor represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to

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the operations of the Grantor is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

**20. ACCELERATION: REMEDIES.** A. Beneficiary shall give notice to Grantor, prior to acceleration, following Grantor's breach of any covenant or agreement noted in this Deed of Trust, the Loan Agreement, or the Covenant Agreement. The notice shall specify: (a) the nature of the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction to the highest bidder, in accordance with the Deed of Trust Act of the State of Washington (RCW 61.24 or as hereafter amended). The notice shall further inform Grantor of applicable rights to reinstate after acceleration, rights to bring a court action to assert the nonexistence of a default or any other defense Grantor wishes to assert prior to acceleration and sale, and of any other matters required by applicable law to be included in the notice. If the default is not cured on or before the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted under the Loan Agreement, the Covenant Agreement, the Promissory Note, this Deed of Trust or by applicable law. Beneficiary shall be entitled to collect from Grantor all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, attorneys' fees and costs of title evidence.

B. If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default. Upon instruction from the Beneficiary to do so, Trustee shall cause the trust Property to be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Beneficiary or its designee may purchase the Property at any sale. Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Grantor and to other persons as applicable law may require.

C. Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property without warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

D. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

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**21. RECONVEYANCE.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property to the person entitled thereto and shall surrender this Deed of Trust and all Promissory Notes evidencing the debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

**22. SUBSTITUTE TRUSTEE.** In the event of the death, incapacity, disability, or resignation of Trustee, or at Beneficiary's reasonable discretion, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

**23. USE OF PROPERTY.** The Property is not used principally for agricultural or farming purposes.

**24. BINDING EFFECT.** This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term "Beneficiary" shall mean the holder and owner of the Promissory Note secured hereby, whether or not named as Beneficiary herein.

**26. ORAL AGREEMENTS OR ORAL COMMITMENTS.** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS INSTRUMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust and in any riders executed by Grantor and recorded with it.

IN WITNESS WHEREOF, the Parties have executed this Deed of Trust as of the day and year first written above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

**GRANTOR NAME,  
PROCLAIM LIBERTY, a Washington nonprofit corporation**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me **John F. Carter**, to me known to be the President of **Proclaim Liberty**, a Washington nonprofit corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Proclaim Liberty and the Grantor, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

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**BENEFICIARY - CITY OF SPOKANE**

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

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

**ATTEST:**

By: \_\_\_\_\_  
Terri L. Pfister, City Clerk

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Assistant City Attorney

STATE OF WASHINGTON )  
County of Spokane ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me **David A. Condon** and **Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

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WHEN RECORDED RETURN TO:

CITY OF SPOKANE

COMMUNITY, HOUSING AND HUMAN SERVICES DEPARTMENT

808 W. SPOKANE FALLS BLVD., ROOM 650

SPOKANE, WASHINGTON 99201-3339

OPR #2014-\_\_\_\_\_

**CITY OF SPOKANE  
PROCLAIM LIBERTY**

**LIBERTY PARK TERRACE APARTMENTS**

**HOME PROGRAM LOAN COVENANT AGREEMENT**

Grantor: Proclaim Liberty, a Washington nonprofit corporation

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35212.2914

Legal Description (abbreviated): LOTS 1 TO 7, BLOCK 7 & 8 CELESTA PARK  
(See Paragraph I.3 for full legal description.)

This HOME Program Loan Covenant Agreement ("Covenant Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Spokane, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339 and Proclaim Liberty, a Washington nonprofit corporation (the "Grantor"), whose address is c/o Kiemle & Hagood Company, 601 W Main, Suite 315, Spokane, WA 99201.

**I. STIPULATIONS**

1. This Covenant Agreement is a condition of and part of the consideration for the financial assistance provided by the City to the Borrower for the Borrower's rehabilitation of the Liberty Park Terrace Apartments, a 48-unit apartment complex 1411 East Hartson Avenue in Spokane, WA (the "Project"). Seven of the forty-eight units will be HOME-assisted.

2. This Covenant Agreement is part of a transaction further reflected in a Promissory Note ("Promissory Note") and a HOME Program Loan Agreement ("Loan Agreement") of even date herewith. The City's disbursements under the Loan Agreement are further secured by a Deed of Trust ("Deed of Trust"). The terms of said

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documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said agreements shall have the same meaning in this Covenant Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

3. The Project is legally described as:

LOTS 1 THROUGH 7, BLOCK 7; LOTS 1 THROUGH 7, BLOCK 8;  
CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF  
PLATS, PAGE 209;

ALSO VACATED STRIP 60 FEET WIDE LYING NORTH OF AND  
ADJOINING SAID LOTS IN BLOCK 8;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF  
WASHINGTON.

Assessor's Parcel Number: 35212.2914.

Situs Address: 1411 East Hartson Avenue, Spokane, WA 99202

4. This Covenant Agreement shall be filed and recorded in the official public land records of Spokane County, Washington, and shall constitute a restriction upon the use of the property and Project described herein, subject to and in accordance with the terms of this Covenant Agreement during the Affordability Period described in Section IV herein below.

5. The covenants contained herein are to be taken and construed as **covenants running with the land** and shall pass to and be binding upon the Borrower, its successors in interest, assigns, heirs or lessees of the Project, beginning on the date this Covenant Agreement is executed. Each and every contract, deed or other instrument covering or conveying the property or Project, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants regardless of whether such covenants are set forth in such contract, deed or other instrument.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period described in Section IV herein below, the Borrower agrees to the following covenants running with the land which shall bind the Borrower, its heirs, assigns, lessees and successors in interest through the Affordability Period.

## II. COVENANTS

Borrower shall:

A. Comply with the Affordability Requirements described in this Covenant Agreement and Related Documents.



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- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under the Loan Agreement or as approved of by the Director of Community, Housing and Human Services of the City of Spokane (the "Director") in writing. The Director may withhold such approval at his/her reasonable discretion.
- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of the Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.
- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor).
- I. Comply with all applicable federal, state and local regulations and requirements, including, but not limited to, Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Covenant Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. City's cost to administer Davis Bacon Federal Labor Standard, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.

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- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with HUD Section 8 Housing Quality Standards and local code requirements throughout the term of the Loan Agreement.
- L. Upon Project completion, the Project shall complete the final inspections and obtain final approvals on all construction permits, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet HUD Section 8 Housing Quality Standards, minimum rehabilitation standards, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause each of the seven (7) HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME-assisted units are not occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$29,001.00/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$203,007 HOME dollars/7 HOME units.

The Borrower shall cause this Covenant Agreement to be recorded as a covenant running with the land and the Project.

III. INCOME DETERMINATIONS

- A. For purposes of this Covenant Agreement, tenant "annual income" is defined pursuant to 24 CFR part 92.203), less income adjustments pursuant to 24 CFR part 5.611.
- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR part 92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR part 92.203 and 24 CFR part 92.252(h).
- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements below.

IV. AFFORDABILITY REQUIREMENTS

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- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR part 92.252, is ten (10) years, beginning after Project Completion, as determined by the Director. "Project Completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR part 92, including the property standards under 24 CFR part 92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), project completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is twenty-two (22) years, beginning after Project completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with affordability requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Note.
- C. Rent Limit. During the Affordability Period, tenant paid rents on the seven (7) HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. These units shall include three (3) two-bedroom units and four (4) three-bedroom units. Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project as established by HUD is attached to the Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is based upon the Section 8 existing housing allowance for tenant-furnished utilities and other services as published annually by HUD and issued by the Spokane Housing Authority or twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing & Human Services Department.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

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The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with this Loan Agreement and §92.252(f)(2). Owners must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year.

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Rents can be increased above the maximum limits described above after expiration of the HOME Affordability Period, but the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Note.
- F. Income Limit. At initial occupancy, tenants of all seven (7) of the HOME assisted units shall have incomes not greater than thirty percent (30%) of AMI. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent.
- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of

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pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. The City further reserves the right to revive any affordability restrictions according to the original terms of the Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

V. DEFAULT

If a violation of any of the foregoing covenants occurs, the City may, after thirty (30) days written notice, the default meanwhile not having been cured, institute and prosecute any proceeding at law or in equity or as otherwise provided for in this Covenant Agreement, or Related Documents, to abate, prevent, or enjoin any such violation or to compel specific performance by the Borrower of its obligations hereunder, including, without limitation of other remedies, the exercise of the City's purchase rights described herein. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

## PROCLAIM LIBERTY

NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

DRAFT  
CITY OF SPOKANE

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Terri L. Pfister, City Clerk

By: \_\_\_\_\_  
Assistant City Attorney

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

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me **David A. Condon and Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the **City of Spokane**, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

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PRIORITY AGREEMENT WITH  
INLAND NORTHWEST BANK,  
COUNTY OF SPOKANE, AND  
CITY OF SPOKANE  
IS BEING DRAFTED.

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

OPR 2000-0079

Renews #Submitting Dept

HEARING EXAMINER

Cross Ref #Contact Name/Phone

BRIAN MCGINN 6010

Project #Contact E-Mail

BMCGINN@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0570, MINOR CONTRACT WITH CENTRAL PUGET SOUND TRANSIT AUTHORITY

Agenda Wording

Amendment No. 7 to contract with Central Puget Sound Regional Transit Authority for Hearing Examiner Services; extending the existing contract through December 31, 2017, at the rate of \$125.00 per hour.

Summary (Background)

In 2000, the Central Puget Sound Regional Transit Authority contracted with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with the company involving environmental determinations under the State Environmental Policy Act (SEPA). The City's Hearing Examiner believes that he can continue to hold hearings for the company without interfering with his Spokane workload, and is requesting that the existing contract be . . .

Fiscal ImpactBudget Account

Revenue \$ 125.00 per hour

# 0570-51500-99999-33810

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DALTON, PAT

Study SessionDivision DirectorOtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

areid@spokanecity.org

For the Mayor

SANDERS, THERESA

teri.lapetino@soundtransit.org

Additional ApprovalsState AuditorPurchasing

Mail Original to: Teri Lapetino, Business Mgr, Legal

Central Puget Sound Regional Transit Authority

401 S Jackson St

Seattle, WA 98104-2826



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

extended for an additional three-year period.

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List


**Amendment No. 7**

**To the  
Agreement  
for  
Hearing Examiner Services (PO 90794)**

THIS AMENDMENT No. 7 to the Interlocal Cooperation Contract dated February 7, 2000, "the Agreement") is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual provisions herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

**EXTENSION OF EXPIRATION DATE**


The Agreement is hereby extended for an additional three years, with a new expiration Date of December 31, 2017.

**COMPENSATION**

Hearing Examiner	\$125.00 per hour
Admin. Support	\$ 30.00 per hour

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 7.

SOUND TRANSIT

By   
Title: Senior Legal Counsel  
Name: Perry Weinberg  
(Print Name)  
Date: 10/29/14

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

CITY OF SPOKANE

By \_\_\_\_\_  
Title \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print Name)  
Date: \_\_\_\_\_

Approved as to form:



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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

OPR 2014-0773

Renews #

Submitting Dept

SPOKANE REGIONAL SOLID WASTE

Cross Ref #

Contact Name/Phone

KEN GIMPEL 625-6532

Project #

Contact E-Mail

KGIMPEL@SPOKANECITY.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

Agenda Item Name

4490 TRANSITION AGREEMENT AND CONTRACT CLOSEOUT WITH

Agenda Wording

Transition Agreement and Contract Closeout with Wheelabrator Spokane Inc.

Summary (Background)

The City of Spokane will take over operations of the WTE plant on November 17, 2014. This Transition Agreement will allow the City to retain spare parts, existing programs, small equipment and tools, etc., for use in the operation and maintenance of the WTE. In addition, it will provide for Wheelabrator's conducting a scheduled maintenance outage after the November 17, 2014, transition date.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

GIMPEL, KEN

Study Session

PWC 11/10/2014

Division Director

ROMERO, RICK

OtherFinanceDistribution ListLegal

SCHOEDEL, ELIZABETH

ttauscher@spokanecity.org

For the Mayor

SANDERS, THERESA

cmarchand@spokanecity.org

Additional Approvals

rhulvey@spokanecity.org

Purchasing

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	OPR 2014-0441
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVE STEELE 625-6064	<u>Project #</u>	2011085
<u>Contact E-Mail</u>	RSTEELE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 14904
<u>Agenda Item Name</u>	5900 - CHANGE ORDER - ROB'S DEMOLITION, INC.		

Agenda Wording

Change Order No. 1 to contract with Rob's Demolition, Inc, for demolition of the building located at 930 East Sprague Avenue for an increase of \$22,260.05 plus tax, for asbestos abatement, for a total contract amount of \$49,065.05.

Summary (Background)

Related to the construction of the CSO Tank at 930 East Sprague Avenue, the City contracted with Rob's Demolition to remove the existing structure. As part of the demolition, the City was required to complete asbestos and lead removal. This cost is on top of the demolition cost and results in the total cost of demolition and abatement requiring council approval.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 24,196.37	# 4370 43416 94000 56501 10033
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	WERNER, MICHAEL	<u>Study Session</u>
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	mhugnes@spokanecity.org
<u>Additional Approvals</u>		mlesesne@spokanecity.org
<u>Purchasing</u>		pdolan@spokanecity.org
		dstele@spokanecity.org

# CITY OF SPOKANE

## CHANGE ORDER NO. 1

NAME OF CONTRACTOR: Rob's Demolition, Inc.

PROJECT TITLE: Asbestos Removal at 930 East Sprague Avenue

CITY CLERK CONTRACT NUMBER: OPR 2014-0441

=====

DESCRIPTION OF CHANGE:

AMOUNT

Per the original contract language, Rob's Demolition was to secure a bid for the removal of asbestos if discovered in the building located at 930 East Sprague Avenue. The asbestos survey has been completed and the bid has been received for the removal of asbestos. This change order reflects the cost of the removal of the asbestos and will be in excess of the original contract amount.

=====

**TOTAL AMOUNT: \$22,260.05**

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$26,805.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$26,805.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 22,260.05
<b>REVISED CONTRACT SUM</b>	<b>\$49,065.05</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	July 30, 2014
CURRENT COMPLETION DATE	July 30, 2014
<b>REVISED COMPLETION DATE</b>	<b>January 1, 2015</b>

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	PRO 2012-0040
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KEN BROWN 625-7727	<u>Project #</u>	2012066
<u>Contact E-Mail</u>	KBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 14907
<u>Agenda Item Name</u>	0370 - ADMIN RESERVE INCREASE - L & L CARGILE, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with L & L Cargile, Inc. (Spokane Valley, WA) for Liberty Avenue from Oak Street to Ash Place; Ash Place from Dalton Avenue to Liberty Avenue - for an increase of \$26,768.17

Summary (Background)

During construction of this project a significant rock removal overrun was encountered. The estimated quantity of rock removal was 286 cubic yards; removal of 595 cubic yards of rock was required to complete the work on the project. Therefore, it will be necessary to increase the administrative reserve an additional \$26,768.17 or 11.1%.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 29,097.00	#	5901 99999 99999 18901 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 11/10/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pdolan@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		kbrown@spokanecity.org	
		mcash@spokanecity.org	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

for a total administrative reserve of \$50,803.94 or 21.1% of the contract price.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


**BRIEFING PAPER**  
**Engineering Services Department**  
**Date November 10, 2014**

---

**Subject:**

**Liberty Ave. from Oak St. to Ash Pl. & Ash Pl. from Dalton Ave. to Liberty Ave., #2012066**  
Request for additional administrative reserve

**Background:**

During construction of this project a significant rock removal overrun was encountered. The estimated quantity of rock removal was 286 cubic yards; removal of 595 cubic yards of rock was required to complete the work on the project.

The contract specifications allow the contractor to request an adjustment to the unit prices when a quantity overrun exceed 125% of the estimated quantity. The contractor has requested to be compensated for the actual cost of the rock removal in excess of 125% of the estimated quantities.

The actual cost for rock removal has been calculated at \$158.48 per cubic yard. If this request is approved the contractor will be compensated \$158.48 per cubic yard for 236.9 cubic yards of the rock removal overrun, totaling \$37,543.91.

There are sufficient administrative reserves to cover some of these costs. This request is for \$26,768.17 additional administrative reserves to make final payment for the project.

**Impact:**

Original Contract Amount:	\$ 240,357.70
Original Administrative Reserve:	\$ 24,035.77 (10%)
Admin. Reserve, this request:	\$ 26,768.17 (11.1%)

Total Budget if approved: \$ 291,161.64

Cost for this increase will come 100% from the 2004 Street Bond

**Action:**

Approve this request for \$26,768.17 additional administrative reserve to make final payment for the project.

For further information on this subject contact Kyle Twohig, Engineering Operations Manager at 625-6152.

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

11/17/2014

Date Rec'd

10/28/2014

Clerk's File #

OPR 2014-0774

Renews #Submitting Dept

FIRE

Cross Ref #Contact Name/Phone

BRIAN SCHAEFFER 625-7002

Project #Contact E-Mail

BSCHAEFFER@SPOKANEFIRE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

REVENUE

Agenda Item Name

1970 INTEGRATED MEDICAL SERVICES PROGRAM AGREEMENT

Agenda Wording

Agreement, per RCW 39.34, between Spokane Fire Dept (SFD) and Spokane Valley Fire Dept (SVFD) to enter into a cooperative Agreement for the provision of an Integrated Medical Services Program (IMSP).

Summary (Background)

The IMSP will be empowered to provide direction and oversight to both Agencies Emergency Medical Programs and lay the ground work that will enable the Agencies to implement a comprehensive, cooperative, and Regional Integrated Health Services. Management of the IMSP will be done by the Integrated Emergency Medicine Coordinator (IEMC), under the supervision of the Medical Advisor, and directed by Agency designees. SVFD will share 40% of the management cost, billed quarterly.

Fiscal ImpactBudget Account

Revenue \$ 84,328

# 1970-35120-99999-33825-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study Session

PSC 11/17/2014

Division Director

SCHAEFFER, BRIAN

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

Fire: bschaeffer, korlob, mdoval

For the Mayor

SANDERS, THERESA

SVFD: collinsb@SpokaneValleyFire.com

Additional ApprovalsPurchasing

PRINCE, THEA

## **COOPERATIVE INTEGRATED MEDICAL SERVICES STAFFING AGREEMENT**

**THIS AGREEMENT**, entered into on the effective date hereinafter set forth, by and between the City of Spokane, Washington Fire Department ("SFD") and the Spokane Valley, Washington Fire Department ("SVFD"):

### **WITNESSETH**

**WHEREAS**, both SFD and SVFD ("Agencies") provide Advanced Life Support (ALS) Emergency Medical Services to their citizens in compliance with WAC 246-976 et seq. and;

**WHEREAS**, due to national policy changes, technical advances in Pre-hospital Emergency Medicine, the growing complexity of delivering an integrated emergency medical education program, as well as other factors, the expertise required of firefighters, EMT's, and Paramedics has never been greater; and

**WHEREAS**, education, quality improvement, integrated system evaluation, and constant improvement are critical elements for the operation of effective and efficient Fire and Rescue Operations; and

**WHEREAS**, it is challenging for individual Fire and Rescue organizations to provide adequate leadership and support systems within the confines of limited fiscal constraints; and

**WHEREAS**, the Agencies participating in this Agreement have determined that a cooperative Integrated Medical Services Program (IMSP) is an efficient means of individually building their leadership and management capacity, as well as the overall improvement in coordination between the Fire Departments; and

**WHEREAS,** RCW 39.34 empowers joint exercise by two (2) or more local governmental agencies of any power authorized common to them; and

**WHEREAS,** it is the desire of the signatories hereto to provide for a cooperative IMSP for their mutual advantage and concern.

**NOW, THEREFORE,** for and in consideration of the promises, the mutual advantages to be derived there from, and in consideration of the mutual covenants herein contained, it is agreed by the Agencies as follows:

1. Cooperative Agreement Established. Pursuant to the joint powers authorization of RCW 39.34, the undersigned do hereby enter into a cooperative Agreement for the provision of an Integrated Medical Services Program (IMSP).

2. Program Scope. Under the umbrella of this Agreement the IMSP is empowered to provide direction and oversight to both Agencies Emergency Medical Programs and lay the ground work that will enable the Agencies to implement a comprehensive, cooperative, and Regional Integrated Health Services (Community Paramedicine).

3. IMSP Management and Direction to Provide Services.  
Management of the IMSP will be done by the Integrated Emergency Medicine Coordinator (IEMC), under the supervision of the Medical Advisor, and directed by Agency designees. Job requirements and selection of the Medical Advisor and Integrated Emergency Medicine Coordinator will be made through a cooperative process as defined by, and agreed to, by the Agencies. Final recommendation of the Medical Advisor and Integrated Emergency Medicine Coordinator will be made by Agency Designees to their respective governing bodies, through processes defined, and required by Agency policies for approval. When the

Integrated Emergency Medicine Coordinator (IEMC) selected, is a current employee of a participating Agency, he/she shall remain an employee of that Agency.

4. Services Provided by the IEMC. The IEMC shall provide the following Training, Development, and QA/QI Services to each Agency participating in this Agreement:

- (a) PCR review
- (b) QA/QI Data Collection and Interpretation
- (c) Trend Analysis
- (d) Training Development to Address Agency Needs
- (e) Development, Coordination, and Oversight of Regional Integrated Health Services (Community Paramedicine)
- (f) Program Reporting
- (g) Compliance Oversight
- (h) Other duties cooperatively agreed upon by Agency Designees

5. Proportional Division of IMSP Services. The cost of the IMSP will be divided proportionally among the participating Agencies in accordance with the division of the Cooperative IMSP Program Costs as set out in Section 6 of this Agreement. It shall be the responsibility of the IEMC to document services provided to and/or proportional benefits received by each of the Agencies participating in this Agreement. This documentation shall be reviewed quarterly by Agency Designees.

6. Cooperative IMSP Services Costs. Participating Agencies agree to pay the Agency employing the IEMC and contracting with the Medical Advisor the following proportion of costs associated with employment, as outlined in the following

table:

*Total IEMC and Medical Advisor Cost,* *\$ 210,819*

Agency	Share of Service	Annual Cost
City of Spokane	60%	\$ 126,491
Spokane Valley Fire	40%	\$ 84,328
<b>Total</b>	<b>100%</b>	<b>\$ 210,819</b>

The Agency employing the IEMC and contracting with the Medical Advisor shall bill each participating Agency quarterly the amounts provided for above, and the Agency shall pay their respective fee within thirty (30) days of invoice receipt. The Annual Cost for Years two (2) and three (3) shall increase each year by 3.0%, regardless of increases in actual employment costs experienced by the Agency employing the IEMC, as a means to absorb rising salary, benefit and ancillary costs.

7. Adjustment to Proportional Costs. Not less than sixty days (60) before the end of the first (1<sup>st</sup>) year of the term of this Agreement, Agency Designees shall meet to consider adjustment to the share of service and proportional costs set out in Section 5 for Year two (2) and Year three (3). The stated goal of Article 7 of this Agreement is to revise the share of service so that by Year three (3) the annual cost between the Agencies is equal. However, this will be considered on a year by year basis. Agencies must agree to adjust the share of service and shall do so by written amendment to this Agreement.

8. Additional Support for IMSP. In addition to the payments described above, the Agencies shall provide a central work and conference room space for

the IEMC.

9. Accountability and Program Oversight.

Designees of participating Agencies shall provide supervision to the IMSP, and as a group shall direct the IMSP's projects and activities. This oversight shall include decision-making regarding allocation of IMSP efforts among the Agencies in accordance with this Agreement. To ensure that each Agency is receiving the agreed upon level of service, the IEMC shall submit a detailed monthly report to Agency Designees, and make available supporting time logs, training curricula, etc. Agency Designees shall meet or confer monthly to discuss the IMSP's accomplishments, plan future activities, and generally direct shared EMS efforts under this Program.

10. Amendments. This Agreement may not be further amended, except by formal written amendment and resolution of all current parties to it. However, the IEMC is authorized to recommend for approval supplemental binding policies and procedures that will provide for more detailed administration of the shared EMS Program. Said policies and procedures may be adopted and amended by unanimous consent of Agency Designees, provided such amendments do not conflict with the terms set forth in this Agreement.

11. Additional Participants. With the approval of the Agencies whom  
are a party  
to this Agreement, additional Agencies may participate in the Agreement, under the terms of a written addendum stating the reallocation of the "Share of Service" to be received, and the reallocation of annual costs to be paid by additional Agencies becoming a party to this



Agreement.

12. Duration. This Agreement shall remain in effect for a minimum duration of three (3) years, or until rescinded by unanimous consent of the participating Agencies.

By providing 60 days notice in writing, and supporting documentation outlining continued failure of the IMSP to provide the services outlined in this Agreement, a participating Agency may formally withdraw from the IMSP, and/or suspend payment until such time that measures are taken to satisfactorily address documented failures.

13. Authorization. Prior to execution of this Agreement, each participating Agency shall deliver to the other participating Agencies, a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.

14. Effective Date. This Agreement shall become effective when signed and formally adopted by each respective Agency's governing bodies.

**IN WITNESS WHEREOF,** the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

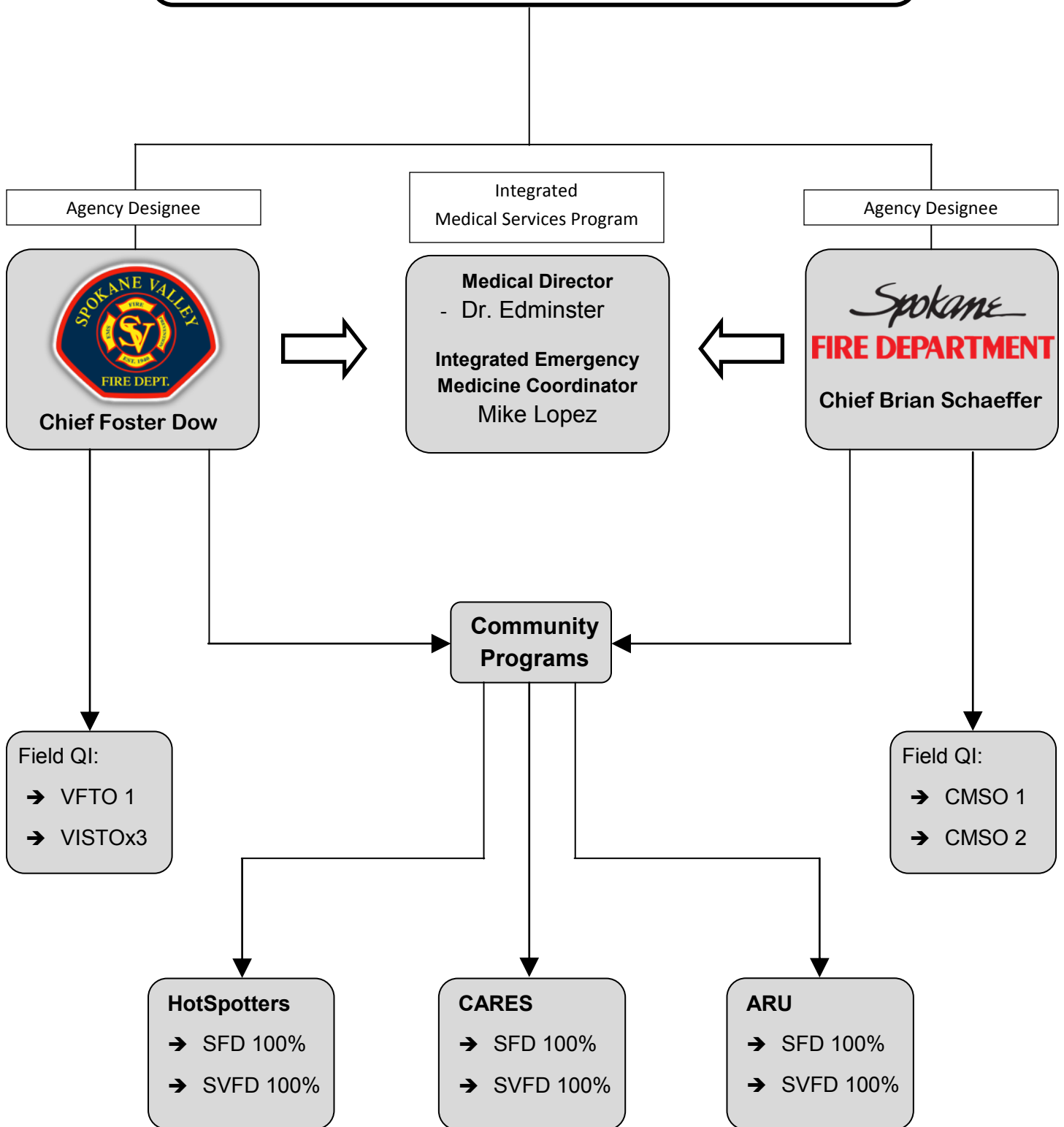
Date: \_\_\_\_\_

\_\_\_\_\_  
CITY OF SPOKANE, WASHINGTON

\_\_\_\_\_  
SPOKANE VALLEY FIRE DEPARTMENT



# SFD and SVFD Integrated Medical Services





Chief Foster Dow

Field QI/Training

- VFTO
- VISTO

Community Programs

- CARES

SVFD

## Integrated Medical Services Program

- Medical Director: Dr. Edminster
- Integrated Emergency Medicine Coordinator: Mike Lopez
- Field QI / Training
- Community Programs

SFD

Field QI/Training

- CMSO 1
- CMSO 2

Community Programs

- CARES
- HotSpotters

*Spokane*  
**FIRE DEPARTMENT**  
Chief Brian Schaeffer

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

RES 2014-0108

Renews #Submitting Dept

UTILITIES

Contact Name/Phone

RICK ROMERO 625-6361

Contact E-Mail

RROMERO@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

2015 CONSERVATION CREDIT RESOLUTION

Cross Ref #Project #Bid #Requisition #Agenda Wording

Conservation credit program for residential customers with low indoor water usage and for multi-family residences.

Summary (Background)

Beginning January 2015 a \$50 conservation credit will be applied to the wastewater rates of the single-family residential users who are the lowest 20% of water users during the previous winter. The credit will be evenly distributed on the user's bill for a period of one year.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

ApprovalsDept Head

ROMERO, RICK

Division Director

ROMERO, RICK

Finance

LESESNE, MICHELE

Legal

SCHOEDEL, ELIZABETH

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOther

PWC 10/27/2014

Distribution List

eschoedel@spokanecity.org

acmarshall@spokanecity.org

Additional Approvals

cmarchand@spokanecity.org

Purchasing

mfeist@spokanecity.org

bpatrick@spokanecity.org

Resolution No. 2014-0108

A resolution directing the Director of Public Utilities to implement a Conservation Credit.

WHEREAS, the amount of wastewater produced by a Consumer is directly related to the amount of water consumed by a Consumer; and

WHEREAS, water is a limited natural resource and efforts of conservation should be rewarded in order to protect the Spokane Aquifer; and

WHEREAS, reducing the flow of wastewater to the plant over time will allow the City to accommodate growth without increasing the size of its wastewater collection and treatment systems; and

WHEREAS, rates set to encourage the achievement of water conservation goals and the discouragement of wasteful water use practices are an appropriate utility ratemaking consideration under RCW 35.92.010 and RCW 35.67.020; and

WHEREAS, the City of Spokane is committed to encourage conservation by its ratepayers in order to protect our limited natural resources; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Spokane directs the Director of Public Utilities to administer a \$50 conservation credit to be applied to the wastewater rates of the single-family residential users who are the lowest 20% of water users within the Water Utility during the previous winter.

This credit shall be applied to the lowest 20 percent of single-family residential users beginning in January 2015 and shall be evenly distributed on the user's bill for a period of one year.

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

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

Approved as to form:

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

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

RES 2014-0109

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6269

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0320 CITY HALL PLAZA NAMING RESOLUTION

Agenda Wording

A resolution regarding the naming of the City Hall Plaza.

Summary (Background)

On June 23, 2014, the City Council adopted Resolution No. 2014-0069 directing the Plan Commission to hold a hearing, review public input, research options, review naming criteria and make a recommendation or a group of naming options for the new plaza adjacent to City Hall for the City Council to review.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Plan Commission

Finance

LESESNE, MICHELE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

On July 9, 2014, August 24, 2014 and October 8, 2014, the Plan Commission considered the City Council's request and forwarded a letter dated October 28, 2014 with the three names for the Council's consideration in making its decision regarding the naming of the plaza. Pursuant to this resolution, the Council will provide a name for the new plaza adjacent to City Hall.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List




Resolution No. \_\_\_\_\_

A resolution regarding the naming of the City Hall Plaza.

WHEREAS, Section 128 of the City Charter provides that the Plan Commission has the power to make recommendations to the City Council in relations to the naming of streets, squares and public places; and

WHEREAS, Section 127 of the City Charter provides in part that the City Council may, by a majority vote, direct the Plan Commission to perform specific actions in relation to potential or pending legislative action of the City Council; and

WHEREAS, on June 23, 2014, the City Council adopted Resolution No. 2014-0069 directing the Plan Commission to hold a hearing, review public input, research options, review naming criteria and make a recommendation or a group of naming options for the new plaza adjacent to City Hall for the City Council to review; and

WHEREAS, on July 9, 2014, August 24, 2014 and October 8, 2014, the Plan Commission considered the City Council's request and forwarded a letter dated October 28, 2014 with the three names for the Council's consideration in making its decision regarding the naming of the plaza.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the new plaza adjacent to City Hall shall be named the \_\_\_\_\_.

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

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

Approved as to form:

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



**CITY PLAN COMMISSION**  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3329  
509.625.6300  
FAX 509.625.6013

**October 28, 2014**

**Memo to: Council President Stuckart**

**From: Dennis Dellwo, Plan Commission President**

**RE: City Plaza Naming**

During its July 9, 2014, August 24, 2014 & October 8, 2014 meetings, the City of Spokane Plan Commission, considered the City Council's request to send forward a list of names for the City Plaza Naming. During the October 8, 2014 meeting the following some discussion by the Plan Commission the following names were decided to move forward:

- John Moyer
- King Cole Park or Plaza
- The Gathering Place (with the Salish name underneath)

We hope this selection will assist you in your decision with the naming of the City plaza.

Sincerely,

Dennis Dellwo  
Plan Commission President

cc: Plan Commission Members

CITY OF SPOKANE

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

11/17/2014

Date Rec'd

11/3/2014

Clerk's File #

RES 2014-0110

Renews #Submitting Dept

BUSINESS &amp; DEVELOPER SERVICES

Cross Ref #Contact Name/Phone

JAN QUINTRALL 625-6187

Project #Contact E-Mail

JQUINTRALL@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0750 - RESOLUTION - DOWNTOWN PARKING &amp; BUSINESS IMPROVMENT AREA

Agenda Wording

A Resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area (Business Improvement District - BID) and providing for notice of the 2015 assessments to business and property owners.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 15, 2014 meeting.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

QUINTRALL, JAN

Study SessionDivision Director

QUINTRALL, JAN

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mpiccolo@spokanecity.org

Additional Approvals

pdolan@spokanecity.org

Purchasing

htrautman@spokanecity.org

jquintrall@spokanecity.org

scurtis@downtownspokane.net

## **RESOLUTION NO. RES 2014-0110**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2015 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-32923, as revised, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above-identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-32923, as revised, will be on file in the Office of the City Clerk on the 17th day of November 2014, and are open for public inspection.

2. The City Council has fixed the 15th day of December 2014 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, as the time and place for hearing upon said rolls.

3. The City Council declares its intent to impose special assessments in a manner that measures special benefits from each of the purposes set forth in Ordinance C-32923, as revised. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.

4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at, or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessments be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to City Ordinance C-32923.

5. The Department of Utilities is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of the special assessment.

6. The City Clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being one week before the date fixed for public hearing.

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

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City Clerk

Approved as to form:

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Assistant City Attorney

bid\2014 esolution

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	ORD C35185
<u>Renews #</u>	
<u>Cross Ref #</u>	FIN 2014-0001
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	FINANCE
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0410 - 2015 BUDGET ADOPTION

Agenda Wording

Adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2015, providing it shall take effect immediately upon passage.

Summary (Background)

The City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2014.

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

## **ORDINANCE NO. C35185**

An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2014; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2014, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2015 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2015, as set forth in the document attached hereto and entitled, "2015 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2015 Annual Budget, be and the same is, hereby fixed, determined and adopted; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2015 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 4. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

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

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

\_\_\_\_\_  
Mayor

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

Approved as to form:

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





**Agenda Sheet for City Council Meeting of:**  
11/10/2014

<b>Date Rec'd</b>	10/29/2014
<b>Clerk's File #</b>	ORD C35176
<b>Renews #</b>	

<b>Submitting Dept</b>	MUNICIPAL COURT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	HOWARD 625-4450	<b>Project #</b>	
<b>Contact E-Mail</b>	HDELANEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	AMENDMENT OF COURT COMMISSIONER SALARIES		

**Agenda Wording**

Amending the Spokane Municipal Code to amend the salary structure for Municipal Court Commissioners from a fixed salary of \$105,000 per year to an existing six step City salary range, effective January 1, 2015.

**Summary (Background)**

When Municipal Court was formed in 2008-2009, the decision was made to place Court Commissioner salaries at the maximum amount then earned by an Assistant City Attorney L IV. Since 2009, the salaries for Court Commissioners have remained static, while the comparable salary for an Assistant City Attorney L IV has risen to \$113,733.76. This has resulted in the Court Commissioners losing about 15% of their net effective wage to cumulative inflation over the same period.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ \$32, 698	#	0560-13100-12500-09590
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	DELANEY, HOWARD	<b><u>Study Session</u></b>	OCTOBER 20, 2014
<b><u>Division Director</u></b>	LOGAN, MARY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	DOLAN, PAM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	hdelaney@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	tdunivant@spokanecity.org	
<b><u>Additional Approvals</u></b>		mlogan@spokanecity.org	
<b><u>Purchasing</u></b>		korlob@spokanecity.org	
		aharte@spokanecity.org	
		mpiccolo@spokanecity.org	

**Briefing Paper  
City of Spokane  
Spokane Municipal Court / Public Safety Committee  
October 20, 2014**

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**Subject**

Amending the Spokane Municipal Code to amend the salary structure for Municipal Court Commissioners from a fixed salary of \$105,000 per year to an existing six step City salary range, which in 2014 starts at \$90,285.12 and has a maximum pay rate of \$112,501.44.

**Background**

When Municipal Court was formed in 2008-2009, the decision was made to place Court Commissioner salaries at the maximum amount then earned by an Assistant City Attorney L IV.

Since 2009, the salaries for Court Commissioners have remained static, while the comparable salary for an Assistant City Attorney L IV has risen to \$113,733.76. This has resulted in the Court Commissioners losing about 15% of their net effective wage to cumulative inflation over the same period.

**Impact**

The total maximum fiscal impact as a result of passing the proposed ordinance, adjusting the existing Court Commissioner salaries in conformity therewith, and changing the existing Court Administrator position to that of a Court Commissioner in charge of administrative matters, is \$32,698, including all salary increases and associated benefits.

**Action Requested**

Approve the attached ordinance amending the Spokane Municipal Code (Appendix "A").

**Funding**

An additional \$32,698 in funding is required in 2015.

## ORDINANCE NO. C35176

AN ORDINANCE relating Court Commissioner hiring, salaries, performance,; amending SMC 5A.05.020 B.

The City of Spokane does ordain:

Section 1. Than SMC section 5A.05.020 B is amended to read as follows :

### A. Judges Pro Tern.

1. Pursuant to RCW 3.50.090, the presiding municipal court judge may designate one or more persons as judges pro tern to serve in the absence or disability of the elected or duly appointed judges of the court, subsequent to the filing of an affidavit of prejudice, or in addition to the elected or duly appointed judges when the administration of justice and the accomplishment of the work of the court make it necessary.
2. The qualifications of a judge pro tempore shall be the same as for judges as provided under RCW 3.50.040, except that a judge pro tempore need not be a resident of the City or County of Spokane.
3. Judges pro tempore shall have all of the powers of the duly appointed or elected judges when serving as judges pro tempore of the court.
4. Before entering his or her duties, each judge pro tempore shall take, subscribe, and file an oath as is taken by a duly appointed or elected judge.
5. Judges pro tempore shall receive, and the City shall pay, compensation as fixed by ordinance. The compensation of a judge pro tern shall be one hundred twenty-five dollars per half-day of service.
6. The City shall have authority to appoint a district judge as its municipal judge when the municipal judge is not required to serve full time. In the event of the appointment of a district judge, the City shall pay a pro rata share of the salary.

### B. Court Commissioners.

1. Pursuant to RCW 3.50.075, one or more court commissioners may be appointed by the presiding judge of the municipal court. Each commissioner holds office at the pleasure of the appointing judge.
2. A commissioner authorized to hear or dispose of cases must be a lawyer who is admitted to practice law in the State of Washington or a nonlawyer who has passed, prior to January 1, 2003, the qualifying examination for lay judges for courts of limited jurisdiction under RCW 3.34.060.
3. On or after July 1, 2010, when serving as a commissioner, the commissioner does not have authority to preside over trials in criminal matters or jury trials in civil matters unless agreed to on the record by all parties.
4. A commissioner need not be a resident of the City or County of Spokane.
5. Full-time commissioners shall receive ((a maximum compensation of one hundred five thousand dollars per year)) compensation equivalent to the City's 2014 pay plan for elected officials and outside agencies. Group A09, Grade 69, as it may be hereafter amended or retitled. Newly appointed court commissioners may be placed at any of the pay plan's six steps, at the discretion of the Presiding Judge. Step increases will not occur annually on an automatic basis, but will be approved

or disapproved on an annual basis based upon an individual commissioner receiving a satisfactory rating on that commissioner's annual performance review. Performance reviews shall be conducted by the Presiding Judge, in consultation with the Associate Judges, on the annual anniversary date of each commissioner's appointment as a commissioner, or as soon thereafter as may be practical.

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:**  
11/10/2014

<b>Date Rec'd</b>	10/29/2014
<b>Clerk's File #</b>	ORD C35177
<b>Renews #</b>	

<b>Submitting Dept</b>	INTEGRATED CAPITAL MGMT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	KATHERINE 625-6338	<b>Project #</b>	
<b>Contact E-Mail</b>	KEMILLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4250 - ORDINANCE - 2015 - 2020 CITYWIDE CAPITAL IMPROVEMENT		

**Agenda Wording**

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2015-2020, and amending Section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

**Summary (Background)**

City of Spokane's Spokane Municipal Code chapter 7.17 indicates the City's must adopt and annually update a Citywide Six-Year Capital Improvement Program. Two Plan Commission workshops were held on September 28, 2014 and October 8, 2014. A Plan Commission hearing was held on October 22, 2014. The Citywide Improvement Program was found to be consistent with the Comprehensive Plan. The 2015-2020 Citywide Six-Year Capital Improvement Program can be viewed on line at: <http://www.myspokanebudget.org>.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	TAYLOR, MIKE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	ROMERO, RICK	<b><u>Other</u></b>	Public Works 10/27/14
<b><u>Finance</u></b>	DOLAN, PAM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	lhattenburg@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	mlesesne@spokanecity.org	
<b><u>Additional Approvals</u></b>		mhughes@spokanecity.org	
<b><u>Purchasing</u></b>		kemiller@spokanecity.org	



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

**Agenda Wording**

**Summary (Background)**

the City's must adopt and annually update a Citywide Six-Year Capital Improvement Program. SMC Chapter 7 also indicates that to determine the Program's consistency with the Comprehensive Plan it shall be reviewed by the City Plan Commission. The 2015-2020 Citywide Six-Year Capital Improvement Program can be viewed on line at: <http://www.myspokanebudget.org>

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


**BRIEFING PAPER**  
**Public Works Committee**  
**Integrated Capital Management**  
**November 3, 2014**

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**Subject:**

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2015-2020, and amending Section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

**Background:**

GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget.

City of Spokane's Spokane Municipal Code (SMC) chapter 7.17 indicates the City's must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2015 Budget, the first year of the Program reflects the 2015 budget.

SMC Chapter 7 also indicates that to determine the Program's consistency with the Comprehensive Plan it shall be reviewed by the City Plan Commission. Two Plan Commission workshops were held on September 28<sup>th</sup> and October 8<sup>th</sup>. A Plan Commission hearing was held on October 22<sup>nd</sup>. The Citywide Improvement Program was found to be consistent with the Comprehensive Plan.

The 2015-2020 Citywide Six-Year Capital Improvement Program can be viewed on line at: <http://www.myspokanebudget.org>

**Impact:**

In order to comply with the provisions of the Growth Management Act, the City's SMC's and qualify for grant and low interest loan funds, it is required that the City maintain a Capital Improvement Program for the respective utilities and departments that have capital needs.

**Action:**

City Council will be requested to adopt the 2015-2020 Citywide Capital Improvement Program and to authorize staff to apply for state and federal grants and low-interest loans in support of projects as identified in said Programs.

## **ORDINANCE NO. ORD C35177**

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2015 THROUGH 2020, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2015 through 2020) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 23, 2014 by Council Resolution 2014-0068, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 6, 2014, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted public workshops regarding the CIP on September 24<sup>th</sup> and October 8<sup>th</sup> 2014; and

WHEREAS, after providing appropriate public notices, on October 22, 2014, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 5<sup>th</sup>, 2014, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CPI. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:



Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2015-2020), as set forth in the attached Citywide Capital Improvement Program (2015-2020).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2015-2020).

Section 3. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_.

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

\_\_\_\_\_  
Terri Pfister, City Clerk

Approved as to Form:

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

# **CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2015-2020 CITYWIDE CAPITAL IMPROVEMENT PROGRAM**

**A Recommendation of the City Plan Commission certifying that the 2015-2020 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.**

## **FINDINGS OF FACT:**

**A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").**

**B. The City's Comprehensive Plan is required to be consistent with the GMA.**

**C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.**

**D. The 2015-2020 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.**

**E. The City Plan Commission held two workshops on September 24<sup>th</sup> and October 8<sup>th</sup> 2014, to obtain public comments on the 2015-2020 Six Year Citywide CIP.**

**F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2015-2020 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.**

***ACTION: Motion to accept the staff's Findings of Fact A through F.***

## **CONCLUSIONS:**

**A. The 2015-2020 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.**

**B. The 2015-2020 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.**

***ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.***

## **RECOMMENDATIONS:**

**A. The Spokane City Plan Commission that the 2015-2020 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.**

B. By a vote of 7 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.

A handwritten signature in dark ink, appearing to read "Dennis Dellwo", is written over a horizontal line.

Dennis Dellwo, President  
Spokane Plan Commission  
October 22, 2014

# **Citywide Capital Improvement Program**

## **2015 – 2020**

A copy of this 895+ page document is viewable electronically here:

**[Capital Improvement Plan](#)**

A copy is also viewable at the City Clerk's office on the 5<sup>th</sup> floor of City Hall.

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

11/10/2014

<b>Date Rec'd</b>	10/29/2014
<b>Clerk's File #</b>	ORD C35179
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JON SNYDER 6254	<b>Project #</b>	
<b>Contact E-Mail</b>	JSNYDER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 ORD RE LOBBYING AND LEGISLATIVE AGENDA		

**Agenda Wording**

An ordinance relating to state and federal lobbying and the City's legislative agenda; amending SMC section 2.03.010 and 2.03.020; amending Chapter 2.03; and adopting a new section 2.03.030 to chapter 2.03 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance provides several amendments relating to lobbying and creation of the City's legislative agenda. The ordinance clarifies that the requirement for council approval of contracts for lobbying by private parties applies to all contracts regardless of the dollar amount.

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



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

**Agenda Wording**

**Summary (Background)**

The ordinance also clarifies that any legislative agenda to be advocated by the City of Spokane shall be adopted by the City Council, after consultation with the Mayor's office, as the official City of Spokane legislative agenda. The ordinance further clarifies that all lobbying efforts are to be consistent with the adopted legislative agenda.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>
Select	\$	#
Select	\$	#

**Distribution List**


## ORDINANCE NO. ORD C35179

AN ORDINANCE relating to state and federal lobbying and the City's legislative agenda; amending SMC section 2.03.010 and 2.03.020; amending Chapter 2.03; and adopting a new section 2.03.030 to chapter 2.03 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC Chapter 2.03 is amended to read as follows:

### **Chapter 2.03 State and Federal Lobbying**

Section 2. That SMC section 2.03.010 is amended to read as follows:

#### **2.03.010 Lobbying by Officers and Employees**

The mayor, members of the city council, and all employees under the direction of the mayor or a member of the city council are authorized to attempt to influence the passage or defeat of any legislation by the legislature of the State of Washington, ~~((or))~~ the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency under the State Administrative Procedures Act, chapter 34.04 RCW or the enactment or approval of any legislation, rules, regulations or other enactments established by the federal government, including Congress or any federal agencies.

Section 3. That SMC section 2.03.020 is amended to read as follows:

#### **2.03.020 Contract Lobbying by Private Persons**

Activities authorized in SMC 2.03.010 may be performed by private persons, firms or corporations; provided, that each such contract, regardless of dollar amount, shall be approved by the city council prior to performance of any lobbying activities.

Section 4. That there is adopted a new section 2.03.030 to chapter 2.03 of the Spokane Municipal Code to read as follows:

#### **2.03.030 City of Spokane Legislative Agenda**

Any legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane. All lobbying activity, either by City officials or private parties authorized under this chapter shall be consistent with the legislative agenda adopted by the City Council.

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:**

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

ORD C35180

Renews #Submitting Dept

UTILITIES

Cross Ref #Contact Name/Phone

RICK ROMERO 625-6361

Project #Contact E-Mail

RROMERO@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4500 - SOLID WASTE RATES ORDINANCE

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0562, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an inflationary increase of 2.9% to Solid Waste rates for commercial and residential for 2015, 2016, and 2017. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

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Select \$

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## ORDINANCE NO. C35180

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0562, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0502 is amended to read as follows:

### **13.02.0502 Residential Service Rates**

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.
  - 1. Single-family residential premises or equivalent are presumed to require service of at least one thirty-two gallon automated cart.
  - 2. Thirty-two gallon automated cart service is available upon request.
- B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.
- C. Adjacent Service.

Container pickup location is up to six feet from vehicle access point for automated service or twelve feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than twelve feet from the pickup location will be charged for rollout at rates specified hereafter.

  - 1. Twenty-gallon automated cart service.
    - a. New requests for twenty-gallon cart service will no longer be accepted after June 01, 2010. Existing twenty-gallon service will continue until May 31, 2015.
    - b. ~~((Thirteen dollars fifty nine cents))~~ Thirteen dollars ninety-eight cents (\$13.98).
  - 2. Thirty-two gallon automated cart service: ~~((Fifteen dollars twenty five cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.69</u>	<u>\$16.15</u>	<u>\$16.62</u>

3. Sixty-eight gallon automated cart service: (~~Twenty seven dollars sixty two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$28.42</u>	<u>\$29.25</u>	<u>\$30.09</u>

4. Ninety-five gallon automated cart service: (~~Forty dollars thirty two cents~~).

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$41.49</u>	<u>\$42.69</u>	<u>\$43.93</u>

- D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of: (~~three dollars fifty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.67</u>	<u>\$3.78</u>	<u>\$3.89</u>

- E. Rollout Service from Six Feet (Automated) / Twelve Feet (Semi-automated) to Fifty Feet.

1. Container pickup location is from six feet for automated service or twelve feet for semi-automated service, up to and including fifty feet from collection vehicle access.
2. Rollout is on a per automated cart basis.
3. The monthly fee for this service is: (~~twelve dollars nineteen cents per month.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$12.54</u>	<u>\$12.91</u>	<u>\$13.28</u>

- F. Rollout Service More Than Fifty to One Hundred Feet.

1. Container pickup location if more than fifty feet, up to and including one hundred feet from collection vehicle access.
2. Pack-out is on a per automated cart basis.

3. The monthly fee for this service is: ~~((twenty-four dollars thirty-seven cents per month.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.08</u>	<u>\$25.80</u>	<u>\$26.55</u>

G. Rollout Service More than One Hundred to One Hundred Fifty Feet.

1. Container pickup location is more than one hundred feet, up to and including one hundred fifty feet from collection vehicle access.
2. Pack-out is on a per automated cart basis.
3. The monthly fee for this service is: ~~((thirty-six dollars fifty-four cents per month.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$37.60</u>	<u>\$38.69</u>	<u>\$39.81</u>

H. Rollout Service More Than One Hundred Fifty to Two Hundred Feet.

1. Container pickup location is more than one hundred fifty feet, up to and including two hundred feet from collection vehicle access.
2. Pack-out rate is on a per automated cart basis.
3. The monthly fee for this service is: ~~((forty-eight dollars seventy-one cents per month.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$50.12</u>	<u>\$51.58</u>	<u>\$53.07</u>

I. Occasional, infrequent extra waste material (boxes, bags, cans, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items at:

1. Adjacent Service (per item): ~~((Three dollars fifty-seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.67</u>	<u>\$3.78</u>	<u>\$3.89</u>

2. Rollout Service (per item): ~~((Four dollars fifty-two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
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<u>\$4.65</u>	<u>\$4.79</u>	<u>\$4.92</u>
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3. Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit piece.

4. Extra automated cart dumping charges are as follows:

- a. Thirty-two gallon cart: ((~~Three dollars eighty two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.93</u>	<u>\$4.04</u>	<u>\$4.16</u>

- b. Sixty-eight gallon cart: ((~~Six dollars ninety cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$7.10</u>	<u>\$7.31</u>	<u>\$7.52</u>

- c. Ninety-five gallon cart: ((~~Ten dollars eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$10.37</u>	<u>\$10.67</u>	<u>\$10.98</u>

- d. Contaminated recycling cart: ((~~Six dollars ninety cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$7.10</u>	<u>\$7.31</u>	<u>\$7.52</u>

- e. Contaminated yard cart: ((~~Ten dollars eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$10.37</u>	<u>\$10.67</u>	<u>\$10.98</u>

#### J. Overweight/Oversize Containers.

1. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge ((~~of three dollars fifty seven cents.~~)) per container, if accepted, of the following:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.67</u>	<u>\$3.78</u>	<u>\$3.89</u>

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.
  - b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.
2. Oversize forty-five gallon or fifty-five gallon cans are billed as two items because of their size.

Section 2: That SMC section 13.02.0504 is amended to read as follows:

#### **13.02.0504 Commercial Service Rates – Dumpsters**

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on a one-yard dumpster multiplied by the number of yards in the dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.
- B. One cubic yard dumpster service: (~~Eighty one dollars eighty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$84.24</u>	<u>\$86.69</u>	<u>\$89.20</u>

- C. Two cubic yard dumpster service: (~~One hundred sixty three dollars seventy three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$168.48</u>	<u>\$173.36</u>	<u>\$178.39</u>

- D. Three cubic yard dumpster service: (~~Two hundred forty five dollars sixty cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$252.72</u>	<u>\$260.05</u>	<u>\$267.59</u>

- E. Four cubic yard dumpster service: (~~Three hundred twenty seven dollars forty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$336.97</u>	<u>\$346.74</u>	<u>\$356.79</u>

- F. Six cubic yard dumpster service: (~~Four hundred ninety one dollars twenty cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$505.44</u>	<u>\$520.10</u>	<u>\$535.19</u>

- G. Dumpster lockbar for front-load dumpsters installation fee: (~~Eighty two dollar thirty two cents installation fee.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$84.71</u>	<u>\$87.16</u>	<u>\$89.69</u>

Section 3: That SMC section 13.02.0506 is amended to read as follows:

### **13.02.0506 Commercial Service Rates – Rolloffs**

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.
1. The pickup hauling fee for loose solid waste is: (~~one hundred sixteen dollars sixty five cents for loose solid waste~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$120.03</u>	<u>\$123.51</u>	<u>\$127.10</u>

and (~~one hundred thirty eight dollars three cents~~) the pickup fee for compacted solid waste is:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$142.03</u>	<u>\$146.15</u>	<u>\$150.39</u>

- C. Minimum charge is one haul per month unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 4: That SMC section 13.02.0508 is amended to read as follows:

**13.02.0508 Commercial Container Service, Placement**

- A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.
2. Where customer needs require the container be moved, an additional (~~((twenty-four dollars seventy cents))~~) container placement charge is assessed at the following rates:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours notice.

- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a (~~((twenty-four dollars seventy cents))~~) "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

- C. If the driver must exit the truck to open an enclosure gate, a fee (~~((of twelve dollars eighty six cents))~~) may be assessed at the following rates:



<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$13.23</u>	<u>\$13.62</u>	<u>\$14.01</u>

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 5: That SMC section 13.02.0510 is amended to read as follows:

**13.02.0510 Commercial Service Rates – Compactors**

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

- A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on a one-yard compactor multiplied by the number of yards in the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.
- B. One cubic yard compactor service: (~~One hundred fifty eight dollars twenty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$162.80</u>	<u>\$167.52</u>	<u>\$172.38</u>

- C. Two cubic yard compactor service: (~~Three hundred sixteen dollars forty two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$325.60</u>	<u>\$335.04</u>	<u>\$344.75</u>

- D. Three cubic yard compactor service: (~~Four hundred seventy four dollars sixty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$488.39</u>	<u>\$502.56</u>	<u>\$517.13</u>

- E. Four cubic yard compactor service: ((~~Six hundred thirty two dollars eighty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$651.19</u>	<u>\$670.08</u>	<u>\$689.51</u>

- F. Five cubic yard compactor service: ((~~Seven hundred ninety one dollars four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$813.98</u>	<u>\$837.59</u>	<u>\$861.88</u>

- G. Six cubic yard compactor service: ((~~Nine hundred forty nine dollars twenty five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$976.78</u>	<u>\$1,005.10</u>	<u>\$1,034.25</u>

- H. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

1. A ((~~twenty four dollars seventy cents~~)) fee is assessed if any part of the container preparation is done by City personnel at the following rate:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

- I. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

- J. Special compactor services requiring extra loading time:

1. ((~~Eight dollars twenty three cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$8.47</u>	<u>\$8.71</u>	<u>\$8.97</u>

per estimated ten-minute interval.

2. Minimum charge: (~~Eight dollars twenty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$8.47</u>	<u>\$8.71</u>	<u>\$8.97</u>

Section 6: That SMC section 13.02.0512 is amended to read as follows:

**13.02.0512 Return Trip Charges**

- A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:

1. have container properly prepared for pickup,
2. have container at the required container pickup location,
3. have container at the required location at the required time, or
4. remove obstacles to department vehicle access

A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer's special handling needs, as determined by the City.

- B. The charges are:

1. Automated solid waste cart service or recycling cart (per stop): (~~Twelve dollars per stop.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$12.35</u>	<u>\$12.71</u>	<u>\$13.07</u>

2. Commercial container dumpster/recycling dumpster service (per stop): (~~Twenty four dollars seventy cents per stop.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

3. Commercial container rolloff service (per stop): (~~Twenty four dollars seventy per stop.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

4. Move cart for access: ~~((Six dollars twelve cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6.30</u>	<u>\$6.48</u>	<u>\$6.67</u>

- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

Section 7: That SMC section 13.02.0514 is amended to read as follows:

**13.02.0514 Additional Charges for Commercial Containers**

- A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.

1. ~~((Twenty seven dollars one cent.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$27.79</u>	<u>\$28.60</u>	<u>\$29.43</u>

- B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris): ~~((Twenty-four dollars seventy cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

per fifteen-minute increment, with a minimum charge of ~~((twenty-four dollars seventy cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

- C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed. The minimum charge is ~~((twenty-four dollars seventy cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
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<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>
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per fifteen-minute increment or part thereof, with a minimum charge of ~~((twenty-four dollars seventy cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

Section 8: That SMC section 13.02.0516 is amended to read as follows:

### **13.02.0516 Container Replacement Charges**

The first container supplied to a premises is furnished free of charge. The customer is responsible to replace lost, damaged, or missing containers, however, and replacement costs are:

A. Automated Carts (for general solid waste).

1. Thirty-two gallon automated cart: ~~((Thirty one dollars seventy seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$32.69</u>	<u>\$33.64</u>	<u>\$34.61</u>

2. Sixty-eight gallon automated cart: ~~((Forty two dollars sixty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$43.86</u>	<u>\$45.13</u>	<u>\$46.44</u>

3. Ninety-five gallon automated cart: ~~((Forty nine dollars one cent.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$50.43</u>	<u>\$51.89</u>	<u>\$53.40</u>

B. Dumpster/Container Replacement (front- or rear-load).

1. Front-load.

- a. One-cubic-yard: ~~((Five hundred twenty one dollars eighty six cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$536.99</u>	<u>\$552.57</u>	<u>\$568.59</u>

- b. Two-cubic yard: ((~~Five hundred forty three dollars sixteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$558.91</u>	<u>\$575.12</u>	<u>\$591.80</u>

- c. Three-cubic-yard: ((~~Six hundred seventeen dollars seventy one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$635.62</u>	<u>\$654.06</u>	<u>\$673.02</u>

- d. Four-cubic-yard: ((~~Seven hundred twenty nine dollars fifty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$750.70</u>	<u>\$772.47</u>	<u>\$794.87</u>

- e. Six-cubic-yard: ((~~Eight hundred eighty nine dollars twenty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$915.08</u>	<u>\$941.62</u>	<u>\$968.92</u>

2. Rear-load.

- a. One-cubic-yard: ((~~Four hundred fifteen dollars thirty six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$427.41</u>	<u>\$439.80</u>	<u>\$452.55</u>

- b. Two-cubic yard: ((~~Four hundred seventy nine dollars twenty six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$493.16</u>	<u>\$507.46</u>	<u>\$522.18</u>

- c. Three-cubic-yard: ((~~Nine hundred sixty nine dollars sixteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$997.27</u>	<u>\$1,026.19</u>	<u>\$1,055.95</u>

- d. Four-cubic-yard: ((~~One thousand two hundred forty dollars seventy five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,276.73</u>	<u>\$1,313.76</u>	<u>\$1,351.86</u>

- e. Six-cubic-yard: ((~~One thousand four hundred sixty four dollars forty cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,506.87</u>	<u>\$1,550.57</u>	<u>\$1,595.53</u>

C. Rolloffs.

1. Twenty-cubic-yard: ((~~Five thousand nine hundred sixteen dollars sixteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6,087.73</u>	<u>\$6,264.27</u>	<u>\$6,445.94</u>

2. Thirty-cubic-yard: ((~~Six thousand four hundred sixteen dollars seventy two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6,602.80</u>	<u>\$6,794.29</u>	<u>\$6,991.32</u>

3. Forty-cubic-yard standard: ((~~Seven thousand seven hundred fifty three dollars thirty one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$7,978.16</u>	<u>\$8,209.52</u>	<u>\$8,447.60</u>

Section 9: That SMC section 13.02.0518 is amended to read as follows:

### 13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

#### A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Pressure washing rates are ~~((fifty-two dollars seventy-one cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$54.24</u>	<u>\$55.81</u>	<u>\$57.43</u>

for a front-load container and ~~((seventy-three dollars twenty-six cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$75.38</u>	<u>\$77.57</u>	<u>\$79.82</u>

for a rolloff container. Residential cart cleaning fees are:

1. Thirty-two gallon: ~~((Ten dollars twenty-nine cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$10.59</u>	<u>\$10.90</u>	<u>\$11.21</u>

2. Sixty-four or sixty-eight gallon: ~~((Fifteen dollars forty-four cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.89</u>	<u>\$16.35</u>	<u>\$16.82</u>

3. Ninety-five gallon: ~~((Twenty dollars fifty-eight cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$21.18</u>	<u>\$21.79</u>	<u>\$22.42</u>

#### B. Refurbishment.

When a customer discontinues service or a container otherwise needs a thorough cleanout because of customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Current charges by the contractor, subject to change, are:

1. Base Price – Rear-load Refuse Container.



- a. One-cubic-yard container: ((~~One hundred fifty dollars twenty three cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$154.59</u>	<u>\$159.07</u>	<u>\$163.68</u>

- b. Two-cubic-yard container: ((~~One hundred fifty nine dollars fifty cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$164.13</u>	<u>\$168.89</u>	<u>\$173.78</u>

- c. Three-cubic-yard container: ((~~One hundred ninety seven dollars fifty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$203.30</u>	<u>\$209.20</u>	<u>\$215.26</u>

- d. Four-cubic-yard container: ((~~Two hundred five dollars eighty cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$211.77</u>	<u>\$217.91</u>	<u>\$224.23</u>

- e. Six-cubic-yard container: ((~~Two hundred twenty five dollars thirty five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$231.89</u>	<u>\$238.61</u>	<u>\$245.53</u>

2. Bottoms – Rear-load Refuse Container.

- a. One-cubic-yard container: ((~~One hundred thirty six dollars eighty six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$140.83</u>	<u>\$144.91</u>	<u>\$149.12</u>

- b. Two-cubic-yard container: ((~~One hundred thirty eight dollars ninety two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$142.95</u>	<u>\$147.09</u>	<u>\$151.36</u>

- c. Three-cubic-yard container: ((~~One hundred fifty two dollars twenty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$156.71</u>	<u>\$161.25</u>	<u>\$165.93</u>

- d. Four-cubic-yard container: ((~~One hundred sixty six dollars seventy cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$171.53</u>	<u>\$176.51</u>	<u>\$181.63</u>

- e. Six-cubic-yard container: ((~~One hundred ninety nine dollars sixty three cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$205.42</u>	<u>\$211.38</u>	<u>\$217.51</u>

3. Lids – Rear-load Refuse Container.

- a. One-cubic-yard container: ((~~Sixty seven dollars ninety one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$69.88</u>	<u>\$71.91</u>	<u>\$73.99</u>

- b. Two-cubic-yard container: ((~~Seventy three dollars six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$75.18</u>	<u>\$77.36</u>	<u>\$79.60</u>

- c. Three-cubic-yard container: ((~~One hundred twenty three dollars forty eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$127.06</u>	<u>\$130.75</u>	<u>\$134.54</u>

- d. Four-cubic-yard container: (~~One hundred forty six dollars twelve cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$150.36</u>	<u>\$154.72</u>	<u>\$159.20</u>

- e. Six-cubic-yard container: (~~One hundred sixty one dollars fifty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$166.23</u>	<u>\$171.06</u>	<u>\$176.02</u>

- f. Swing lids for three-, four-, and six-cubic-yard: (~~One hundred thirty eight dollars ninety two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$142.95</u>	<u>\$147.09</u>	<u>\$151.36</u>

4. Casters – Rear-load Refuse Container.

- a. One-, two-, three-, four-, and six-cubic-yard: (~~Eleven dollars thirty two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$11.65</u>	<u>\$11.99</u>	<u>\$12.33</u>

5. Base Price – Front-load Refuse Container.

- a. One-cubic-yard container: (~~One hundred fifty five dollars thirty eight cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$159.89</u>	<u>\$164.52</u>	<u>\$169.29</u>

- b. Two-cubic-yard container: (~~One hundred seventy four dollars ninety three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$180.00</u>	<u>\$185.22</u>	<u>\$190.59</u>

- c. Three-cubic-yard container: ((~~One hundred eighty six dollars twenty five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$191.65</u>	<u>\$197.21</u>	<u>\$202.93</u>

- d. Four-cubic-yard container: ((~~One hundred ninety seven dollars fifty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$203.30</u>	<u>\$209.20</u>	<u>\$215.26</u>

- e. Six-cubic-yard container: ((~~Two hundred thirty two dollars fifty five.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$239.29</u>	<u>\$246.23</u>	<u>\$253.37</u>

6. Bottoms – Front-load Refuse Container.

- a. One-cubic-yard container: ((~~One hundred thirteen dollars nineteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$116.47</u>	<u>\$119.85</u>	<u>\$123.33</u>

- b. Two-cubic-yard container: ((~~One hundred twenty five dollars fifty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$129.18</u>	<u>\$132.93</u>	<u>\$136.78</u>

- c. Three-cubic-yard container: ((~~One hundred sixty three dollars sixty one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$168.35</u>	<u>\$173.24</u>	<u>\$178.26</u>

- d. Four-cubic-yard container: ((~~One hundred eighty dollars eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$185.30</u>	<u>\$190.68</u>	<u>\$196.21</u>

- e. Six-cubic-yard container: ((~~Two hundred ten dollars ninety five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$217.07</u>	<u>\$223.36</u>	<u>\$229.84</u>

7. Lids – Front-load Refuse Container.

- a. One-cubic-yard container: ((~~Seventy six dollars fifteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$78.36</u>	<u>\$80.63</u>	<u>\$82.97</u>

- b. Two-cubic-yard container: ((~~Eighty one dollars twenty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$83.65</u>	<u>\$86.07</u>	<u>\$88.57</u>

- c. Three-cubic-yard container: ((~~Eighty one dollars twenty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$83.65</u>	<u>\$86.07</u>	<u>\$88.57</u>

- d. Four-cubic-yard container: ((~~Eighty seven dollars forty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$90.01</u>	<u>\$92.62</u>	<u>\$95.30</u>

- e. Six-cubic-yard container: ((~~Eighty seven dollars forty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$90.01</u>	<u>\$92.62</u>	<u>\$95.30</u>

- f. Pocket covers for one-, two-, three-, four-, and six-cubic-yard:  
~~((Fifty six dollars sixty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$58.24</u>	<u>\$59.93</u>	<u>\$61.67</u>

8. Base Price - Rolloff Containers.

- a. Twenty-cubic-yard container: ~~((One thousand four hundred ninety seven dollars twenty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,540.62</u>	<u>\$1,585.30</u>	<u>\$1,631.27</u>

- b. Thirty-cubic-yard container: ~~((One thousand six hundred forty one dollars twenty six cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,688.86</u>	<u>\$1,737.83</u>	<u>\$1,788.23</u>

- c. Forty-cubic-yard container: ~~((One thousand nine hundred thirty four dollars fifty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,990.62</u>	<u>\$2,048.35</u>	<u>\$2,107.75</u>

- d. Screened dome lid for twenty- and thirty-cubic yard: ~~((One thousand three hundred seventy three dollars seventy two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,413.56</u>	<u>\$1,454.55</u>	<u>\$1,496.73</u>

- e. Solid dome lid for twenty-, thirty-, and forty-cubic yard: ~~((One thousand five hundred ninety four dollars ninety five cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,641.20</u>	<u>\$1,688.80</u>	<u>\$1,737.77</u>

- C. Container hauling for refurbishment facility (round trip): ~~((One hundred sixteen dollars sixty five cents round trip.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$120.03</u>	<u>\$123.51</u>	<u>\$127.10</u>

Section 10: That SMC section 13.02.0520 is amended to read as follows:

**13.02.0520 Temporary Account**

- A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.
1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time, any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.
- B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.
- C. Rates for temporary service shall include a delivery charge of ~~((twenty-four dollars seventy cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

plus:

1. dumpster service (three- to six-cubic-yard containers):
- a. Flat daily charge (rental fee): ~~((One dollar ninety seven cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.03</u>	<u>\$2.09</u>	<u>\$2.15</u>

plus appropriate disposal fee based on size of container.

2. rolloff service (twenty- or thirty-cubic-yard containers):
- a. Flat daily charge: ~~((Three dollars ninety three cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$4.04</u>	<u>\$4.16</u>	<u>\$4.28</u>

- b. Load haul fee (per load): (~~One hundred sixteen dollars sixty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$120.03</u>	<u>\$123.51</u>	<u>\$127.10</u>

- c. Weight fee: As provided in SMC 13.02.0560.

- D. Rental fee does not include eight and seven-tenths percent Washington State sales tax.

Section 11: That SMC section 13.02.0528 is amended to read as follows:

**13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker Trucks**

- A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.
2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction facility that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.
3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.
4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

- B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

1. Nonpacker, single-axle, truck, and driver: (~~Twenty two dollars eleven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$22.75</u>	<u>\$23.41</u>	<u>\$24.09</u>

- a. Each extra person: (~~Eighteen dollars forty one cents.~~)



<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$18.94</u>	<u>\$19.49</u>	<u>\$20.06</u>

2. Tandem-axle truck, driver, and loader: ~~((Thirty dollars seventy two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$31.61</u>	<u>\$32.53</u>	<u>\$33.47</u>

- C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

- D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 12: That SMC section 13.02.0530 is amended to read as follows:

**13.02.0530 Small Animal Remains**

The charge for picking up animal remains (up to twenty pounds) is ~~((forty four dollars fourteen cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$45.42</u>	<u>\$46.74</u>	<u>\$48.09</u>

A ~~((six dollar eighty cent))~~ billing fee is added for preparation of a bill. The fee is:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$7.00</u>	<u>\$7.20</u>	<u>\$7.41</u>

Section 13: That SMC section 13.02.0552 is amended to read as follows:

**13.02.0552 Recycling Rates- Nonresidential – Residential Premises with Multi-unit Dwellings Premises - Additional**

A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))

B. Collection of single-stream recyclables is available weekly at the following monthly rates:

1. Thirty-two, sixty-four, and ninety-five gallon cart service: (~~Thirteen dollars eighty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$14.21</u>	<u>\$14.62</u>	<u>\$15.05</u>

2. One-yard dumpster: (~~Twenty eight dollars eighty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$29.65</u>	<u>\$30.51</u>	<u>\$31.39</u>

3. Two-yard dumpster: (~~Forty four dollars twenty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$45.49</u>	<u>\$46.81</u>	<u>\$48.17</u>

4. Three-yard dumpster: (~~Sixty six dollars thirty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$68.23</u>	<u>\$70.21</u>	<u>\$72.25</u>

5. Four-yard dumpster: (~~Eighty eight dollars forty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$90.97</u>	<u>\$93.61</u>	<u>\$96.33</u>

6. Six-yard dumpster: (~~One hundred thirty two dollars sixty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$136.48</u>	<u>\$140.43</u>	<u>\$144.51</u>

C. Loose Yardage

1. One yard of material: ~~((Thirty nine dollars ten cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$40.23</u>	<u>\$41.40</u>	<u>\$42.60</u>

2. Two yards of material: ~~((Fifty four dollars fifty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$56.08</u>	<u>\$57.71</u>	<u>\$59.38</u>

3. Three yards of material: ~~((Seventy six dollars sixty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$78.82</u>	<u>\$81.11</u>	<u>\$83.46</u>

4. Four yards of material: ~~((Ninety eight dollars seventy cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$101.56</u>	<u>\$104.51</u>	<u>\$107.54</u>

5. Six yards of material: ~~((One hundred forty two dollars ninety two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$147.06</u>	<u>\$151.33</u>	<u>\$155.72</u>

- D. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty-eight gallon refuse rate for each fifty feet for items not within six feet of pickup location).

- E. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

1. Single-axle truck and driver: ~~((Twenty one dollars thirty seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$21.99</u>	<u>\$22.63</u>	<u>\$23.28</u>

2. Tandem-axle truck and driver: (~~Twenty nine dollars seventy cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.56</u>	<u>\$31.45</u>	<u>\$32.36</u>

The department also retains any proceeds from sale of recyclables.

- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 14: That SMC section 13.02.0554 is amended to read as follows:

**13.02.0554 Clean Green Yard Waste Collection**

- A. Any customer may apply to the department for collection of "clean green" yard waste. Participation is voluntary.
1. To be accepted as "clean green" yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products are acceptable.
  2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
  3. Material may be bundled next to the container not to exceed six feet in length.
  4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In addition to subsection (A) of this section, customers are cautioned that "clean green" yard material may not contain any of the following:
1. Sod (beyond small amounts).
  2. Rocks.
  3. Dirt.
  4. Gravel.
  5. Concrete.
  6. Glass.
  7. Metal.

8. Plastic.
9. [Reserved].
10. Animal feces.
11. Paint residue.
12. Christmas or holiday decorations.
13. Non-compostable paper products.
14. Flocking.
15. Dimensional lumber.
16. Stumps/roots.

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety-five gallon automated style container, as set in SMC 13.02.0502.

C. The collection day for clean green yard waste shall be on a weekly basis, on the same day as the customer's regular solid waste collection. Service is provided only in ninety-five gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

1. March through November: (~~Fourteen dollars fifty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$14.99</u>	<u>\$15.43</u>	<u>\$15.87</u>

2. December through February: No charge.

3. Extra dump: (~~Three dollars sixty four cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.75</u>	<u>\$3.85</u>	<u>\$3.97</u>

4. Yard waste cart packout charged at same rate as refuse (one half of standard sixty-eight gallon refuse rate for each fifty feet for items not within the six feet of pickup location).

E. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is (~~twenty four dollars seventy cents.~~) the same amount as the container pickup fee as listed below.

1. The container pickup fee is ~~((twenty-four dollars seventy cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

if requested within twelve months of the initial delivery.

2. The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 15: That SMC section 13.02.0560 is amended to read as follows:

**13.02.0560 General Mixed Solid Waste – Tonnage Fee**

- A. For solid waste delivered to the waste-to-energy plant, the charge shall be ~~((ninety-eight dollars))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$102.39</u>	<u>\$105.36</u>	<u>\$108.41</u>

per ton, with a minimum charge of ~~((fifteen dollars))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.67</u>	<u>\$16.12</u>	<u>\$16.59</u>

per vehicle.

- B. For solid waste delivered to the northside landfill, the charge shall be (per ton): ~~((ninety-eight dollars per ton,))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$102.39</u>	<u>\$105.36</u>	<u>\$108.41</u>

with a minimum charge ~~((of fifteen dollars))~~ per vehicle of:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.67</u>	<u>\$16.12</u>	<u>\$16.59</u>

- ~~((C. For solid waste delivered to a transfer station, the charge shall be one hundred three dollars per ton, with a minimum charge of fifteen dollars per vehicle.))~~

~~((D.))~~ C. For solid waste delivered to ~~((any of the above facilities))~~ the Waste to Energy Facility, which the director determines requires special handling, the charge shall be ~~((one hundred sixty five dollars per ton,))~~ (per ton):

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$172.40</u>	<u>\$177.40</u>	<u>\$182.54</u>

with a minimum charge ~~((of twenty dollars))~~ per vehicle of:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$20.89</u>	<u>\$21.50</u>	<u>\$22.12</u>

C. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable tonnage charge shall be reduced by thirty-five percent, with a minimum charge ~~((of fifteen dollars per vehicle,))~~ per vehicle:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.67</u>	<u>\$16.12</u>	<u>\$16.59</u>

1. The generator shall identify itself as a section 501(c)(3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
  2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.
- D. The above rates are effective from May 1, 2013 through December 31, 2013. Effective January 1, 2014 and each year thereafter, the above rates and minimum charges will each be adjusted to reflect increases in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, all items, not seasonally adjusted, as published by the bureau of labor statistics, United States department of labor (hereafter the Index). In the event the Index stays the same or decreases, no rate adjustment will be made. The period for computing the change will be the first half of the just completed year, compared to the first half of 2012 (Base Index). The value of the Index for the first half of 2012, the Base Index, was 228.850.

Example calculation of rate for year *n*:

Assume Index for first half of year <i>n-1</i>	236.000
Divided by Base Index	228.850
Equals	1.03124

This means that the base price will be increased by 3.124 percent.

Base Price	\$((98.00))
Multiplied by	1.03124
Equals adjusted price	\$((101.06))

Section 16: That SMC section 13.02.0562 is amended to read as follows:

### **13.02.0562 Compost**

- A. Compost Consisting of Clean Green Yard Waste, Self-hauled.  
The charge for clean green yard waste, delivered to a transfer station or the waste-to-energy facility, is:

~~((2012))~~ 2015: ((forty one dollars)) forty eight dollars thirtysix cents (\$48.36) per ton, ((prorated at forty one cents per twenty pound scale increment,)) with a minimum charge of five dollars fifteen cents (\$5.15) for the first two hundred ~~((forty))~~ twenty pounds or less;

~~((2013))~~ 2016: ((forty four dollars)) forty nine dollars seventysix cents (\$49.76) per ton, ((prorated at forty four cents per twenty pound scale increment,)) with a minimum charge of five dollars thirty cents (\$5.30) for the first two hundred twenty pounds or less;

~~((2014))~~ 2017: ((forty seven dollars)) fifty one dollars twenty one cents (\$51.21) per ton, ((prorated at forty seven cents per twenty pound scale increment,)) with a minimum charge of five dollars forty five cents (\$5.45) for the first two hundred twenty pounds or less.

- B. For additional accepted clean green yard waste:

~~((2012: forty one dollars per ton))~~ 2015: forty eight dollars thirty six cents (\$48.36) per ton;

~~((2013: forty four dollars per ton))~~ 2016: forty nine dollars seventy six cents



(\$49.76) per ton;

((2014: ~~forty seven dollars per ton~~) 2017: fifty one dollars twenty one cents (\$51.21) per ton;

prorated by weight thereafter.

C. Sources Outside Spokane County.

1. Notwithstanding subsections (A) or (B) of this section, the charge for clean green yard waste, delivered to a transfer station or the waste-to-energy facility, originating from sources outside Spokane County, is ~~((fifty dollars))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$51.45</u>	<u>\$52.94</u>	<u>\$54.48</u>

per ton, ~~((prorated at fifty cents for twenty-pound scale increment,))~~ with a minimum charge of ~~((five dollars))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$5.15</u>	<u>\$5.30</u>	<u>\$5.45</u>

for the first two hundred pounds or less.

2. Service is subject to change at any time.
  3. The regional system accepts no obligation to provide recycling or disposal service of any kind for any materials from sources outside Spokane County.
- D. This program is subject to change without notice and the management of the regional system may issue orders modifying, restricting, or canceling this program in accord with changing policy or market conditions.
- E. This rate does not apply to dirt, debris, or other materials from large-scale landscaping, land clearing, or similar projects.

Section 17: That SMC section 13.02.0568 is amended to read as follows:

**13.02.0568 Estimates Allowed**

- A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.

1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at ~~((twenty-four dollars eighty cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.52</u>	<u>\$26.26</u>	<u>\$27.02</u>

per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.
- B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.
1. The special service fee shall be in addition to the assessed tipping fee based on weight.
- C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.
1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.
  2. In addition, the customer may be required to pay a fifty-dollar lost card fee.

Section 18: Effective Date.

This ordinance shall take effect and be in force on January 1, 2015.

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

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

Attest:

Approved as to form:

---

City Clerk

---

Assistant City Attorney

---

Mayor

---

Date

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	ORD C35181
<u>Renews #</u>	

<u>Submitting Dept</u>	UTILITIES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RICK ROMERO 625-6361	<u>Project #</u>	
<u>Contact E-Mail</u>	RROMERO@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4300 - WASTEWATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to wastewater rates; amending SMC sections 08.02.071, 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022, and

Summary (Background)

The ordinance reflects an inflationary increase of 2.9% to wastewater rates for commercial and residential for 2015, 2016, and 2017. This three year rate proposal will provide affordability and predictability for citizens.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ROMERO, RICK	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 10/27/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	acmarshall@spokanecity.org	
<u>Additional Approvals</u>		cmarchand@spokanecity.org	
<u>Purchasing</u>		mfeist@spokanecity.org	
		bpatrick@spokanecity.org	
		darnold@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

13.03.1208; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


ORDINANCE NO. ORD C35181

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 08.02.071, 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1208; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain

Section 1: That SMC section 08.02.071 is amended to read as follows:

Section 08.02.071 Sewer Rates and Fees

- A. Fees, charges and rates for use of the City's sewerage and wastewater treatment system and other services are as authorized from time to time by resolution. Such resolution is published in the *Official Gazette*.
- B. The fee for the five-year wastewater discharge permit required by SMC ((13.03.0428)) 13.03A.0300 is ((two hundred fifty dollars)) is provided for in SMC 13.03A.1401.
- C. Special connection charges are provided for in SMC 13.03.0712 and SMC 13.03.0802 and in chapter 13.08 SMC.

Section 2: That SMC section 13.03.1004 is amended to read as follows:

**13.03.1004 Basic Domestic Service Charge – Monthly Amount**

The City's basic monthly service charge is reflected in this section.

- A. Basic Domestic Service Charge.  
((Twenty dollars ninety cents.))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$21.51</u>	<u>\$22.13</u>	<u>\$22.77</u>

- B. ((Cost Per Apartment.  
Twenty dollars thirty one cents.))

((G)). Cost Per RV Dump Connection.  
((Five dollars nine cents.))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$5.24</u>	<u>\$5.39</u>	<u>\$5.55</u>

Section 3: That SMC section 13.03.1006 is amended to read as follows:

**13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount**

This section lists the City's monthly user charge for treatment of standard strength wastewater.

A. User Charge for Treatment of Standard Strength Wastewater (per M gallons).  
((One thousand four hundred ninety three dollars and nine cents))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,536.39</u>	<u>\$1,580.94</u>	<u>\$1,626.79</u>

OR ((two dollars))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.06</u>	<u>\$2.12</u>	<u>\$2.18</u>

per cubic foot.

Section 4: That SMC section 13.03.1008 is amended to read as follows:

**13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount**

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City.

A. Domestic User Charge (single-family residence or equivalent residential unit).

1. Domestic Charge.  
(~~(Twenty seven dollars twenty seven cents.)~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$28.06</u>	<u>\$28.87</u>	<u>\$29.71</u>

2. General Stormwater Charge.  
(~~(Three dollars eighty four cents.)~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.95</u>	<u>\$4.07</u>	<u>\$4.18</u>

3. Water-Wastewater Integrated Capital (per single family residence or equivalent residential unit).

a. This rate shall be separately itemized on the utility bill.

b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

4. Cost for Additional Apartments.  
(~~(Twenty six dollars fifty five cents.)~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$27.32</u>	<u>\$26.87</u>	<u>\$27.71</u>

5. General Stormwater Charge for Four Units or Less.  
(~~(Three dollars twenty nine cents.)~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.39</u>	<u>\$3.48</u>	<u>\$3.58</u>

6. General Stormwater Charge for Over Four Units.  
(~~(Two dollars sixty three cents.)~~)



<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.71</u>	<u>\$2.78</u>	<u>\$2.87</u>

B. Commercial User Charge.

1. Commercial User Charge.

a. ~~((One thousand nine hundred twenty four dollars ninety nine cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,980.81</u>	<u>\$2,038.26</u>	<u>\$2,097.37</u>

per M gallons; or

b. ~~((One dollar forty four cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.48</u>	<u>\$1.52</u>	<u>\$1.57</u>

per hundred cubic feet.

2. General Stormwater Charge.

a. ~~((Nine hundred twenty six dollars thirty seven cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$953.23</u>	<u>\$980.88</u>	<u>\$1009.32</u>

per impervious acre per year; or

b. ~~((Seventy seven and twenty one one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.79</u>	<u>\$0.82</u>	<u>\$0.84</u>

per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)

3. CSO Stormwater User Surcharge (per acre or equivalent thereof).  
~~((Sixty seven dollars eight cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$69.03</u>	<u>\$71.03</u>	<u>\$73.09</u>

4. Water-Wastewater Integrated Capital (per hundred cubic feet).

- a. This rate shall be separately itemized on the utility bill.
- b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

5. Process/Seepage User Charge.

- a. ~~((Five hundred seventy one dollars thirty two cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$587.89</u>	<u>\$604.94</u>	<u>\$622.48</u>

per M gallons; or

- b. ~~((Forty two and seventy three one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.4397</u>	<u>\$0.4524</u>	<u>\$0.4656</u>

per hundred cubic feet.

Section 5: That SMC section 13.03.1010 is amended to read as follows:

**13.03.1010 Domestic and Commercial User Charges – Non-City Customer – Monthly Amount**

This section lists the City's monthly domestic and commercial user charges and other monthly charges for non-City customers.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

1. Domestic Charge.  
(~~Fifty four dollars fifty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$56.13</u>	<u>\$57.76</u>	<u>\$59.43</u>

2. Water-Wastewater Integrated Capital (per single family residence or equivalent residential unit).

a. This rate shall be separately itemized on the utility bill.

b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

3. Cost for Additional Apartments.  
(~~Fifty three dollars ten cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$54.64</u>	<u>\$55.76</u>	<u>\$57.43</u>

B. Non-City Retail Commercial User Charge.

1. Charge.

a. (~~Three thousand eight hundred forty nine dollars ninety seven cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3,961.62</u>	<u>\$4,076.51</u>	<u>\$4,194.72</u>

per M gallons; or

b. (~~Two dollars eighty seven and ninety nine one hundredths cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.96</u>	<u>\$3.05</u>	<u>\$3.14</u>

per hundred cubic feet.

2. Rate Stabilization (per hundred cubic feet).
  - a. This rate shall be separately itemized on the utility bill.
  - b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1012 is amended to read as follows:

### **13.03.1012 Septage Charge – Amount**

This section lists the City's septage charge rate.

#### **A. Septage Charge Rate**

1. User Charge (per thousand gallons).  
~~((One hundred six dollars thirty seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$109.45</u>	<u>\$112.63</u>	<u>\$115.90</u>

2. Water-Wastewater Integrated Capital (per thousand gallons).
  - a. This rate shall be separately itemized on the utility bill.
  - b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

3. Surcharge on Loads Over Four Thousand Gallons.  
~~((Six dollars five cents per thousand gallons.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6.23</u>	<u>\$6.41</u>	<u>\$6.59</u>

Section 7: That SMC section 13.03.1014 is amended to read as follows:

**13.03.1014 Service Outside City Utility Service Area – Monthly Amount**

This section lists the monthly rate for service outside the City's utility service area.

- A. Outside City Utility Service Area (except by interlocal agreement).

1. Charge.

- a. ~~((Three thousand eight hundred forty nine dollars ninety seven cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3,961.62</u>	<u>\$4,076.51</u>	<u>\$4,194.72</u>

per M gallons; or

- b. ~~((Two dollars eight seven and ninety nine one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.96</u>	<u>\$3.05</u>	<u>\$3.14</u>

per hundred cubic feet.

2. Water-Wastewater Integrated Capital (per hundred cubic feet).

- a. This rate shall be separately itemized on the utility bill.
- b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 8: That SMC section 13.03.1016 is amended to read as follows:

**13.03.1016 Non-domestic Process Wastewater User Charge – Monthly Amount**

This section lists the monthly rate for non-domestic process wastewater user charges.

A. Non-domestic Process Wastewater User Charge.

1. User Charge (per thousand gallons).  
((~~One hundred six dollars thirty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$109.45</u>	<u>\$112.63</u>	<u>\$115.90</u>

2. Water-Wastewater Integrated Capital (per thousand gallons).

- a. This rate shall be separately itemized on the utility bill.
- b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

3. Non-domestic Process Wastewater Disposal Charge (per thousand gallons).

((~~One hundred forty three dollars eighteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$147.33</u>	<u>\$151.60</u>	<u>\$156.00</u>

4. Surcharge on Loads Over Four Thousand Gallons.  
((~~Six dollars five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6.23</u>	<u>\$6.41</u>	<u>\$6.59</u>

Section 9: That SMC section 13.03.1018 is amended to read as follows:

### 13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

- A. Landfill Pump and Treat Total.  
((~~One thousand seventy dollars twenty cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,201.24</u>	<u>\$1,133.17</u>	<u>\$1,166.03</u>

per M gallons or ((~~eighty and seven one-hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.82</u>	<u>\$0.85</u>	<u>\$0.87</u>

per hundred cubic feet.

Section 10: That SMC section 13.03.1020 is amended to read as follows:

### 13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

- A. Cesspool Pump and Miscellaneous Charges.

<b>Gallons</b>	<b>Basic Charge <u>2015</u></b>	<b>Basic Charge <u>2016</u></b>	<b>Basic Charge <u>2017</u></b>
500	(( <del>\$217.03</del> )) <u>\$223.32</u>	<u>\$229.80</u>	<u>\$236.46</u>
600	(( <del>\$246.26</del> )) <u>\$253.50</u>	<u>\$260.75</u>	<u>\$268.31</u>
700	(( <del>\$274.52</del> )) <u>\$282.48</u>	<u>\$290.67</u>	<u>\$299.10</u>
800	(( <del>\$303.60</del> )) <u>\$312.40</u>	<u>\$321.46</u>	<u>\$330.79</u>
900	(( <del>\$332.62</del> )) <u>\$342.27</u>	<u>\$352.19</u>	<u>\$362.41</u>
1000	(( <del>\$361.49</del> ))		

	<u>\$371.97</u>	<u>\$382.76</u>	<u>\$393.86</u>
1100	<del>(((\$375.97))</del> <u>\$386.87</u>	<u>\$398.09</u>	<u>\$409.64</u>
1200	<del>(((\$390.42))</del> <u>\$401.74</u>	<u>\$413.39</u>	<u>\$425.38</u>
1300	<del>(((\$404.90))</del> <u>\$416.64</u>	<u>\$428.72</u>	<u>\$441.16</u>
1400	<del>(((\$419.27))</del> <u>\$431.43</u>	<u>\$443.94</u>	<u>\$456.81</u>
1500	<del>(((\$433.82))</del> <u>\$446.40</u>	<u>\$459.35</u>	<u>\$472.67</u>

B. Miscellaneous Charges for Laboratory Analysis – Bacteriological Tests.  
Fecal Coliform: ~~((Seventy one dollars ninety two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$74.01</u>	<u>\$76.15</u>	<u>\$78.36</u>

C. Chemistry Tests.

	<u>2015</u> <u>Charges</u>	<u>2016</u> <u>Charges</u>	<u>2017</u> <u>Charges</u>
Alkalinity			
Bicarbonate	<del>(((\$27.64))</del> <u>\$28.44</u>	<u>\$29.27</u>	<u>\$30.12</u>
Carbonate	<del>(((\$21.16))</del> <u>\$21.77</u>	<u>\$22.41</u>	<u>\$23.05</u>
Total	<del>(((\$48.80))</del> <u>\$50.22</u>	<u>\$51.67</u>	<u>\$53.17</u>
Biochemical Oxygen Demand	<del>(((\$46.03))</del> <u>\$47.36</u>	<u>\$48.74</u>	<u>\$50.15</u>
Chloride	<del>(((\$23.59))</del> <u>\$24.27</u>	<u>\$24.98</u>	<u>\$25.70</u>



Chemical Oxygen Demand	<del>(((\$43.85))</del> <u>\$45.12</u>	<u>\$46.43</u>	<u>\$47.78</u>
Dissolved Oxygen	<del>(((\$35.30))</del> <u>\$36.32</u>	<u>\$37.38</u>	<u>\$38.46</u>
Fluoride	<del>(((\$21.14))</del> <u>\$21.75</u>	<u>\$22.38</u>	<u>\$23.03</u>
Hardness	<del>(((\$20.51))</del> <u>\$21.10</u>	<u>\$21.72</u>	<u>\$22.35</u>
Nitrogen			
Ammonia	<del>(((\$38.43))</del> <u>\$39.54</u>	<u>\$40.69</u>	<u>\$41.87</u>
Kjeldahl	<del>(((\$41.05))</del> <u>\$42.24</u>	<u>\$43.47</u>	<u>\$44.73</u>
TKN (Total Kjeldahl Nitrogen)	<del>(((\$79.28))</del> <u>\$81.58</u>	<u>\$83.94</u>	<u>\$86.38</u>
Nitrate	<del>(((\$35.30))</del> <u>\$36.32</u>	<u>\$37.38</u>	<u>\$38.46</u>
Nitrite	<del>(((\$23.33))</del> <u>\$24.01</u>	<u>\$24.70</u>	<u>25.42</u>
Oil & Grease	<del>(((\$59.93))</del> <u>\$61.67</u>	<u>\$63.46</u>	<u>\$65.30</u>
pH	<del>(((\$9.81))</del> <u>\$10.09</u>	<u>\$10.39</u>	<u>\$10.69</u>
Phosphorus			
Inorganic	<del>(((\$32.93))</del> <u>\$33.88</u>	<u>\$34.87</u>	<u>\$35.88</u>
Orthophosphate	<del>(((\$24.00))</del> <u>\$24.70</u>	<u>\$25.41</u>	<u>\$26.15</u>
Total	<del>(((\$56.93))</del>		

	<u>\$58.58</u>	<u>\$60.28</u>	<u>\$62.03</u>
Residue			
Settleable Solids	<del>(( \$20.53 ))</del> <u>\$21.13</u>	<u>\$21.74</u>	<u>\$22.37</u>
Coliform	<del>(( \$53.92 ))</del> <u>\$55.48</u>	<u>\$57.09</u>	<u>\$58.75</u>
Suspended Solids	<del>(( \$20.53 ))</del> <u>\$21.13</u>	<u>\$21.74</u>	<u>\$22.37</u>
Total Solids	<del>(( \$22.64 ))</del> <u>\$23.30</u>	<u>\$23.97</u>	<u>\$24.67</u>
Total Dissolved Solids	<del>(( \$22.64 ))</del> <u>\$23.30</u>	<u>\$23.97</u>	<u>\$24.67</u>
Volatile Solids	<del>(( \$28.08 ))</del> <u>\$28.89</u>	<u>\$29.73</u>	<u>\$30.59</u>
Volatile Suspended Solids	<del>(( \$28.08 ))</del> <u>\$28.89</u>	<u>\$29.73</u>	<u>\$30.59</u>
Specific Oxygen Demand	<del>(( \$85.88 ))</del> <u>\$88.37</u>	<u>\$90.93</u>	<u>\$93.57</u>
Specific Conductance	<del>(( \$11.39 ))</del> <u>\$11.72</u>	<u>\$12.06</u>	<u>\$12.41</u>
Sulfates	<del>(( \$29.47 ))</del> <u>\$30.32</u>	<u>\$31.20</u>	<u>\$32.11</u>
Turbidity	<del>(( \$17.06 ))</del> <u>\$17.55</u>	<u>\$18.06</u>	<u>\$18.59</u>

D. Elemental Analysis Performed by Atomic Absorption Spectrophotometry.

1. Flame Technique.

- a. Aluminum, calcium, cadmium, chromium, copper, iron, lead, magnesium, manganese, mercury, nickel, potassium, sodium and zinc.

- b. ~~((Twenty seven dollars sixty one cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$28.41</u>	<u>\$29.23</u>	<u>\$30.08</u>

2. Flameless Technique.

- a. Same as elements in subsection (D)(1) of this section.

- b. ~~((Twenty seven dollars sixty one cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$28.41</u>	<u>\$29.23</u>	<u>\$30.08</u>

E. Biosolids Application Program.  
~~((Fifteen dollars ninety eight cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$16.44</u>	<u>\$16.92</u>	<u>\$17.41</u>

per cubic yard.

Section 11: That SMC section 13.03.1022 is amended to read as follows:

**13.03.1022 Refuse Dumpster Maintenance Charge – Amount**

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

1. Charge.

- a. ~~((Five dollars ninety nine cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6.16</u>	<u>\$6.34</u>	<u>\$6.53</u>

b. ~~((Five and thirty seven one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.5183</u>	<u>\$0.5333</u>	<u>\$0.5488</u>

per hundred cubic feet.

2. Inspection Fee (start-up, one-time fee).  
~~((Eighty five dollars twenty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$87.67</u>	<u>\$90.21</u>	<u>\$92.83</u>

Section 12: That SMC section 13.03.1208 is amended to read as follows:

### **13.03.1208 Combination Domestic/Commercial**

A. ~~((Effective August 1, 2014, unless))~~ Unless the domestic units qualify for another billing category, upon application, consistent with city policy, new redeveloped domestic units located in a commercial, centers and corridor, or downtown zone previously billed commercial, in combination with commercial user facilities, where the account is metered and paid as one account to the utilities billing division, shall be billed at the commercial rate as provided in chapter 13.03 SMC.

Section 13: Effective Date.

This ordinance shall take effect and be in force on January 1, 2015.

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:**

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	ORD C35182
<u>Renews #</u>	

<u>Submitting Dept</u>	UTILITIES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RICK ROMERO 625-6361	<u>Project #</u>	
<u>Contact E-Mail</u>	RROMERO@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	INTEGRATED CAPITAL RATES ORDINANCE		

Agenda Wording

An ordinance relating to Water-Wastewater Integrated Capital rates; amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an inflationary increase of 2.9% to Integrated Capital rates for commercial and residential for 2015, 2016, and 2017. This three year rate proposal will provide affordability and predictability for citizens.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ROMERO, RICK	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 10/27/2014
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.	
<u>For the Mayor</u>	SANDERS, THERESA	acmarshall@spokanecity.org	
<u>Additional Approvals</u>		cmarchand@spokanecity.org	
<u>Purchasing</u>		mfeist@spokanecity.org	
		bpatrick@spokanecity.org	

## ORDINANCE NO. C35182

AN ORDINANCE relating to the rates of water-wastewater integrated capital rates, amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.035.500 is amended to read as follows:

### **13.035.500 Water-Wastewater Integrated Capital Rates**

A. In addition to user charges for providing utility services to customers, all accounts are assessed a water-wastewater integrated capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater integrated capital works.

B. The following rates shall apply to the water-wastewater integrated capital management fund charge:

1. Domestic User – In City rate (per single family residence or equivalent residential unit).

a. ~~((Twenty-five dollars sixty cents))~~.

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$26.34</u>	<u>\$27.11</u>	<u>\$27.89</u>

b. This rate shall be separately itemized on the utility bill.

2. Domestic User – Outside City rate (per single family residence or equivalent residential unit).

a. ~~((Twenty-nine dollars thirty-three cents))~~.

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.18</u>	<u>\$31.06</u>	<u>\$31.96</u>

b. This rate shall be separately itemized on the utility bill.

3. Commercial User – In City rate.

- a. Minimum commercial user charge (includes first forty eight units):  
(~~Twenty-five dollars sixty cents~~)).

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$26.34</u>	<u>\$27.11</u>	<u>\$27.89</u>

- b. Water-wastewater consumption charge (over forty eight units):  
(~~Fifty-three and sixty-eight one hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.5524</u>	<u>\$0.5684</u>	<u>\$0.5849</u>

(per hundred cubic feet)

- c. This rate shall be separately itemized on the utility bill.

4. Commercial User – Outside City rate.

- a. Minimum commercial user charge (includes first twenty eight units):  
(~~Twenty-nine dollars thirty-three cents~~)).

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.18</u>	<u>\$31.06</u>	<u>\$31.96</u>

- b. Water-wastewater consumption charge (over twenty eight units):  
(~~One dollar seven and thirty-six hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.1047</u>	<u>\$1.1368</u>	<u>\$1.1697</u>

(per hundred cubic feet).

- c. This rate shall be separately itemized on the utility bill.

5. Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement.

- a. (~~One dollar seven and thirty-six hundredths cents~~)).

<u>2015</u>	<u>2016</u>	<u>2017</u>
-------------	-------------	-------------



<u>\$1.1047</u>	<u>\$1.1368</u>	<u>\$1.1697</u>
-----------------	-----------------	-----------------

- b. This rate shall be separately itemized on the utility bill.
- 6. Non-domestic process wastewater integrated capital charge (per thousand gallons).
  - a. ~~((Thirty-six dollars eighty cents))~~.

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$37.87</u>	<u>\$38.97</u>	<u>\$40.10</u>

- b. This rate shall be separately itemized on the utility bill.
- 7. Septage Charge (per thousand gallons).
  - a. ~~((Thirty-six dollars eighty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$37.87</u>	<u>\$38.97</u>	<u>\$40.10</u>

- b. This rate shall be separately itemized on the utility bill.

Section 2: Effective Date.

This ordinance shall take effect and be in force on January 1, 2015.

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:**

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

ORD C35183

Renews #Submitting Dept

UTILITIES

Cross Ref #Contact Name/Phone

RICK ROMERO 625-6361

Project #Contact E-Mail

RROMERO@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4100 - WATER RATES AND FEES ORDINANCE

Agenda Wording

An ordinance relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.0608, 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.2022, 13.04.2024, 13.04.2025, 13.04.2026, 13.04.2028, and 13.04.2030 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an inflationary increase of 2.9% to water rates for commercial and residential for 2015, 2016, and 2017. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

ROMERO, RICK

Study SessionDivision Director

ROMERO, RICK

Other

PWC 10/27/14

Finance

LESESNE, MICHELE

Distribution ListLegal

SCHOEDEL, ELIZABETH

eschoedel@spokanecity.org

For the Mayor

SANDERS, THERESA

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Additional Approvals

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Purchasing

mfeist@spokanecity.org

bpatrick@spokanecity.org

dkegley@spokanecity.org

## ORDINANCE NO. C35183

AN ORDINANCE relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.0608, 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.2022, 13.04.2024, 13.04.2025, 13.04.2026, 13.04.2028, and 13.04.2030 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.0608 is amended to read as follows:

### **13.04.0608 Testing Meters – Expense**

- A. Where the accuracy of record of a water meter is questioned, it may be removed at the customer's request and tested in the shops of the water and hydroelectric services department by means of the apparatus there provided or other reasonable means, and a report thereon will be duly made.
- B. It shall be the privilege of the customer to be present at the water and hydroelectric services department shops and witness such test. Both parties to the test must accept the findings so made.
- C. If the test discloses an error against the customer of more than three percent on the meter's registry, the water and hydroelectric services department will bear the entire expense of the test. Where no such error is found, the person who has requested the test shall pay a fee of ~~((one hundred ninety five dollars))~~ two hundred fifty dollars (\$250.00) for such test.
- D. The director may require a reasonable deposit, sufficient to secure the costs of removal and testing, prior to the test to be refunded if an error against the customer is discovered as above provided.
- E. The fees in this section shall be adjusted as provided in SMC 13.04.2030

Section 2: That SMC section 13.04.2002 is amended to read as follows:

### **13.04.2002 City Residence Rates**

- A. Single-family Residence – Basic Charge.
  - 1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

- a. ~~((Fourteen dollars fifty cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$14.92</u>	<u>\$15.35</u>	<u>\$15.80</u>

- b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.

2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:

- a. kitchen or cooking area room, which must include a sink;
- b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
- c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

1. Monthly Water Usage / Charge Rate Per Hundred Cubic Feet.

- a. Zero cubic feet to six hundred cubic feet per month: ~~((Twenty seven and sixty nine one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.2849</u>	<u>\$0.2932</u>	<u>\$0.3017</u>

- b. Greater than six hundred cubic feet to one thousand cubic feet per month: ~~((Fifty eight and fifty eight one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.6028</u>	<u>\$0.6203</u>	<u>\$0.6383</u>

- c. Greater than one thousand cubic feet to four thousand five hundred cubic feet per month: ~~((Seventy eight and eighty one one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.8110</u>	<u>\$0.8345</u>	<u>\$0.8587</u>

- d. Greater than four thousand five hundred cubic feet per month:  
~~((One dollar one and eighteen one-hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.0411</u>	<u>\$1.0713</u>	<u>\$1.1024</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
  2. licensed as such by the state department of social and health services; and;
  3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

Section 3: That SMC section 113.04.2004 is amended to read as follows:

### **13.04.2004 City Commercial and Industrial Rates**

- A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

- a. One-inch or less: ~~((Nineteen dollars eighty five cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.75</u>

- b. One-and-one-half inch: ~~((Twenty nine dollars fifty six cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.81</u>	<u>\$26.56</u>	<u>\$27.33</u>

- c. Two-inch: ~~((Forty dollars two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$36.57</u>	<u>\$37.63</u>	<u>\$38.72</u>

- d. Three-inch: ~~((Sixty one dollars forty one cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$58.58</u>	<u>\$60.28</u>	<u>\$62.03</u>

- e. Four-inch: ~~((Eighty two dollars eighty nine cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$80.68</u>	<u>\$83.02</u>	<u>\$85.43</u>

- f. Six-inch: ~~((One hundred fifteen dollars thirty eight cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$114.12</u>	<u>\$117.43</u>	<u>\$120.84</u>

- g. Eight-inch: ~~((Two hundred thirty one dollars seventy two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$233.83</u>	<u>\$240.61</u>	<u>\$247.59</u>

- h. Ten-inch: ~~((Three hundred thirty six dollars thirty three cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$341.47</u>	<u>\$351.37</u>	<u>\$361.56</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major

fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

- a. Zero cubic feet to six hundred cubic feet per month: ((~~Twenty-eight and seventy two one-hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.2955</u>	<u>\$0.3041</u>	<u>\$0.3129</u>

for all use.

- b. Greater than six hundred cubic feet up to one thousand cubic feet per month: ((~~Fifty-nine and sixty one one-hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.6134</u>	<u>\$0.6312</u>	<u>\$0.6495</u>

for all use zero cubic feet to one thousand cubic feet.

- c. Greater than one thousand cubic feet per month: ((~~Eighty-six and twenty three one-hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.8873</u>	<u>\$0.9130</u>	<u>\$0.9395</u>

for all use zero cubic feet to the amount used.

Section 4: That SMC section 13.04.2005 is amended to read as follows:

**13.04.2005 City Planned Unit Developments (PUD)**

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]



- B. Consumption.  
For billing water consumption, the PUD basic charge will include seventy units of service. Consumption beyond seventy units of service will be assessed a per unit rate of: ~~((six and thirty-nine hundredths cents per unit))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.0658</u>	<u>\$0.0677</u>	<u>\$0.0696</u>

- C. Size of Service / Meter Charge Per Month.

1. One-inch or less: ~~((Fifteen dollars thirty seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.75</u>

2. One-and-one-half inch: ~~((Twenty five dollars eight cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.81</u>	<u>\$26.56</u>	<u>\$27.33</u>

3. Two-inch: ~~((Thirty five dollars fifty four cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$36.57</u>	<u>\$37.63</u>	<u>\$38.72</u>

4. Three-inch: ~~((Fifty six dollars ninety three cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$58.58</u>	<u>\$60.28</u>	<u>\$62.03</u>

5. Four-inch: ~~((Seventy eight dollars forty one cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$80.68</u>	<u>\$83.02</u>	<u>\$85.43</u>

6. Six-inch: ~~((One hundred ten dollars ninety cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$114.12</u>	<u>\$117.43</u>	<u>\$120.84</u>

7. Eight-inch: (~~Two hundred twenty seven dollars twenty four cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$233.83</u>	<u>\$240.61</u>	<u>\$247.59</u>

8. Ten-inch: (~~Three hundred thirty one dollars eighty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$341.47</u>	<u>\$351.37</u>	<u>\$361.56</u>

D. Water-Wastewater Integrated Capital.

Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.04.2008 is amended to read as follows:

**13.04.2008 Construction Rates**

- A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.

1. Worksite will be inspected at least every ninety days to determine meter status.
2. The meter installation will be made at the earliest possible date.
3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

1. One-inch or less: (~~Fifteen dollars thirty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.75</u>

2. One-and-one-half inch: (~~Twenty five dollars eight cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
-------------	-------------	-------------

<u>\$25.81</u>	<u>\$26.56</u>	<u>\$27.33</u>
----------------	----------------	----------------

3. Two-inch: ((~~Thirty five dollars fifty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$36.57</u>	<u>\$37.63</u>	<u>\$38.72</u>

4. Three-inch: ((~~Fifty six dollars ninety three cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$58.58</u>	<u>\$60.28</u>	<u>\$62.03</u>

5. Four-inch: ((~~Seventy eight dollars forty one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$80.68</u>	<u>\$83.02</u>	<u>\$85.43</u>

6. Six-inch: ((~~One hundred ten dollars ninety cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$114.12</u>	<u>\$117.43</u>	<u>\$120.84</u>

7. Eight-inch: ((~~Two hundred twenty seven dollars twenty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$233.83</u>	<u>\$240.61</u>	<u>\$247.59</u>

8. Ten-inch: ((~~Three hundred thirty one dollars eighty five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$341.47</u>	<u>\$351.37</u>	<u>\$361.56</u>

Section 6: That SMC section 13.04.2010 is amended to read as follows:

### 13.04.2010 Water for Private Fire Protection

- A. For inside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge Per Month.

- a. Three-inch or smaller: (~~Sixteen dollars twenty eight cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$16.75</u>	<u>\$17.24</u>	<u>\$17.74</u>

- b. Four-inch: (~~Twenty two dollars ninety six cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$23.63</u>	<u>\$24.32</u>	<u>\$25.03</u>

- c. Six-inch: (~~Thirty one dollars ninety three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$32.86</u>	<u>\$33.81</u>	<u>\$34.79</u>

- d. Eight-inch: (~~Thirty eight dollars sixty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$39.75</u>	<u>\$40.90</u>	<u>\$42.09</u>

- e. Ten-inch: (~~Forty six dollars twenty cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$47.54</u>	<u>\$48.92</u>	<u>\$50.34</u>

- B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private

fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

a. Three-inch or smaller: ~~((Twenty four dollars forty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.13</u>	<u>\$25.86</u>	<u>\$26.61</u>

b. Four-inch: ~~((Thirty four dollars forty four cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$35.45</u>	<u>\$36.48</u>	<u>\$37.54</u>

c. Six-inch: ~~((Forty seven dollars ninety cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$49.29</u>	<u>\$50.72</u>	<u>\$52.19</u>

d. Eight-inch: ~~((Fifty seven dollars ninety four cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$59.63</u>	<u>\$61.35</u>	<u>\$63.13</u>

e. Ten-inch: ~~((Sixty nine dollars thirty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$71.31</u>	<u>\$73.38</u>	<u>\$75.51</u>

Section 7: That SMC section 13.04.2012 is amended to read as follows:

**13.04.2012 Outside City Residence Rates**

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be: ~~((Twenty one dollars seventy six cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$22.38</u>	<u>\$23.03</u>	<u>\$23.70</u>

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

- a. Zero cubic feet to six hundred cubic feet per month: ~~((Forty one and fifty four one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.4274</u>	<u>\$0.4398</u>	<u>\$0.4525</u>

- b. Greater than six hundred cubic feet up to one thousand cubic feet per month: ~~((Eighty seven and eighty nine one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.9042</u>	<u>\$0.9304</u>	<u>\$0.9574</u>

- c. Greater than one thousand cubic feet to four thousand five hundred cubic feet per month: ~~((One dollar eighteen and twenty two one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.2164</u>	<u>\$1.2517</u>	<u>\$1.2880</u>

- d. Greater than four thousand five hundred cubic feet per month: ~~((One dollar fifty one and seventy nine one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.5617</u>	<u>\$1.6070</u>	<u>\$1.6536</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
  2. licensed as such by the state department of social and health services; and
  3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

Section 8: That SMC section 13.04.2014 is amended to read as follows:

#### **13.04.2014 Outside City Rate to Other Purveyors**

The charge to other purveyors for water use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement: (~~One dollar seven and fifty seven one hundredths cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.1069</u>	<u>\$1.1390</u>	<u>\$1.1720</u>

Section 9: That SMC section 13.04.2015 is amended to read as follows:

#### **13.04.2015 Outside City Planned Unit Developments (PUD)**

- A. Basic Charge.  
In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section.

Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will include seventy units of service. Consumption beyond seventy units of service will be assessed a rate of ~~((nine and fifty nine one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.987</u>	<u>\$0.1015</u>	<u>\$0.1045</u>

per one hundred cubic feet used per month.

C. Size of Service / Meter Charge Per Month.

1. One-inch or less: ~~((Twenty nine dollars seventy seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.65</u>	<u>\$31.53</u>	<u>\$32.44</u>

2. One-and-one-half inch: ~~((Forty four dollars thirty three cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$45.63</u>	<u>\$46.95</u>	<u>\$48.31</u>

3. Two-inch: ~~((Sixty dollars two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$61.77</u>	<u>\$63.56</u>	<u>\$65.40</u>

4. Three-inch: ~~((Ninety two dollars twelve cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$94.79</u>	<u>\$97.53</u>	<u>\$100.36</u>

5. Four-inch: ~~((One hundred twenty four dollars thirty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$127.94</u>	<u>\$131.64</u>	<u>\$135.46</u>

6. Six-inch: ~~((One hundred seventy three dollars six cents.))~~



<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$178.10</u>	<u>\$183.26</u>	<u>\$188.57</u>

7. Eight-inch: ((~~Three hundred forty seven dollars fifty eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$357.66</u>	<u>\$368.03</u>	<u>\$378.80</u>

8. Ten-inch: ((~~Five hundred four dollars forty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$519.12</u>	<u>\$534.18</u>	<u>\$549.67</u>

- D. Water-Wastewater Integrated Capital.  
Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 10: That SMC section 13.04.2016 is amended to read as follows:

### **13.04.2016 Outside City Commercial and Industrial Rates**

- A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.
- B. Size of Service / Service Charge Per Month.

1. One-inch or less: ((~~Twenty nine dollars seventy seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.65</u>	<u>\$31.53</u>	<u>\$32.44</u>

2. One-and-one-half-inch: ((~~Forty four dollars thirty three cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$45.63</u>	<u>\$46.95</u>	<u>\$48.31</u>

3. Two-inch: ((~~Sixty dollars two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
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<u>\$61.77</u>	<u>\$63.56</u>	<u>\$65.40</u>
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4. Three-inch: ((~~Ninety two dollars twelve cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$94.79</u>	<u>\$97.53</u>	<u>\$100.36</u>

5. Four-inch: ((~~One hundred twenty four dollars thirty two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$127.94</u>	<u>\$131.64</u>	<u>\$135.46</u>

6. Six-inch: ((~~One hundred seventy three dollars six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$178.10</u>	<u>\$183.26</u>	<u>\$188.57</u>

7. Eight-inch: ((~~Three hundred forty seven dollars fifty eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$357.66</u>	<u>\$368.03</u>	<u>\$378.70</u>

8. Ten-inch: ((~~Five hundred four dollars forty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$519.12</u>	<u>\$534.18</u>	<u>\$549.67</u>

- C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

- a. Zero cubic feet to six hundred cubic feet per month: ((~~Forty three and eight one hundredths cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.4433</u>	<u>\$0.4562</u>	<u>\$0.4694</u>

for all use.

- b. Greater than six hundred cubic feet up to one thousand cubic feet per month: (~~Eighty nine and forty three one hundredths cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.9201</u>	<u>\$0.9468</u>	<u>\$0.9743</u>

for all use zero cubic feet to one thousand cubic feet.

- c. Greater than one thousand cubic feet per month: (~~One dollar twenty nine and thirty six one hundredths cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.3310</u>	<u>\$1.3695</u>	<u>\$1.4092</u>

for all use zero cubic feet to the amount used.

Section 11: That SMC section 13.04.2022 is amended to read as follows:

### **13.04.2022 Turning Water On or Off – Other Charges**

- A. The fee for valve replacement service for customer-owned meter valves two inches or less is (~~one hundred twenty three dollars forty eight cents~~) one hundred fifty-five dollars (\$155.00).
- B. The fees for frozen meter replacement are as follows:
1. Size of Service / Frozen Meter Replacement Charge.
    - a. Five-eighths inch: (~~Two hundred sixteen dollars nine cents~~) Two hundred forty dollars (\$240.00).
    - b. Three-quarter inch: (~~Two hundred seventy two dollars sixty nine cents~~) Two hundred ninety-five dollars (\$295.00).
    - c. One-inch: (~~Three hundred thirty nine dollars fifty seven cents~~) Three hundred fifty-five dollars (\$355.00).
    - d. One-and-one-half inch: (~~Three hundred seventy dollars forty four cents~~) Four hundred fifty dollars (\$450.00).
    - e. Two-inch: (~~Four hundred six dollars forty six cents~~) Four hundred ninety dollars (\$490.00).

- C. The director assesses a reasonable charge for items not otherwise specifically encompassed herein.
- D. The fees in this section shall be adjusted as provided in SMC 13.04.2030.

Section 12: That SMC section 13.04.2024 is amended to read as follows:

### **13.04.2024 Hydrant Fees**

Hydrant fees are as follows:

- A. Hydrant Permit Fees.
  - 1. Hydrant permit daily: (~~((Forty six dollars thirty one cents))~~) Fifty dollars (\$50.00).
  - 2. Hydrant permit monthly: (~~((One hundred forty four dollars six cents))~~) Two hundred dollars (\$200.00).
  - 3. Hydrant permit yearly: (~~((Three hundred sixty dollars fifteen cents))~~) Four hundred fifty dollars (\$450.00).
  - 4. Hydrant permit where meter is needed to measure water use: (~~((Five hundred fourteen dollars fifty cents))~~) Six hundred dollars (\$600.00) meter deposit.
  - 5. Valve rental fee daily: (~~((Twenty five dollars seventy three cents))~~) Thirty-five dollars (\$35.00).
  - 6. Valve rental fee monthly: (~~((Fifty one dollars forty five cents))~~) Seventy-five dollars (\$75.00).
- B. Hydrant Flow Tests: (~~((Two hundred thirty one dollars fifty three cents))~~) Two hundred eighty-five dollars (\$285.00).
- C. Construction Estimates: (~~((Three hundred eight dollars seventy cents))~~) Three hundred seventy-five dollars (\$375.00).
- D. Other Charges.
  - 1. (~~((Three hundred eight dollars seventy cents))~~) Three hundred seventy-five dollars (\$375.00) for each hydrant disk that is not returned at the time the hydrant permit expires.

2. (~~((Twenty five dollars seventy three cents))~~) Fifty dollar (\$50.00) replacement charge for any lost or stolen hydrant disk.
3. (~~((Fifty one dollars forty five cents))~~) Seventy-five dollars (\$75.00) for any hydrant wrench not returned upon hydrant permit expiration.
4. Hydrant gate valves may be rented from the water and hydroelectric services department for a maximum of thirty calendar days.
  - a. Daily rental fee is (~~((twenty dollars fifty eight cents))~~) Thirty-five dollars (\$35.00).
  - b. Monthly rental fee is (~~((fifty one dollars forty five cents))~~) Seventy-five dollars (\$75.00).
5. (~~((Two hundred five dollars eighty cents))~~) Two hundred fifty dollar (\$250.00) refundable deposit is required for all valve rentals. Failure to return the hydrant valve or failure to return it within the thirty-day time frame will result in forfeiture of the deposit.
6. (~~((Three hundred eight dollars seventy cents))~~) Three hundred seventy-five dollar (\$375.00) fine for anyone using a hydrant, other than for fire protection, without purchasing a hydrant permit and without using the hydrant disk.

Section 13: That SMC section 13.04.2025 is amended to read as follows:

#### **13.04.2025 Tap and Meter Requirements and Fees**

- A. Outside City taps must sign a water annexation covenant approved by the City legal department.
- B. Local improvement district and future main extension waivers are required on all approved long services.
- C. Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.
- D. Taps one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than eighty pounds.
- E. Remote reader charges are included in meter fees.

- F. City taps that need to be installed at a time other than normal water department business hours must pay an additional ~~((five hundred fourteen dollars fifty cents))~~ seven hundred fifty dollars (\$750.00).
- G. Duplexes must have a minimum of one-inch tap and one-inch meter.
- H. Triplexes must have a minimum of two-inch tap and either a one-and-one-half inch or two-inch meter.
- I. Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional ~~((one hundred fifty four dollars thirty five cents))~~ two hundred dollars (\$200.00) for a tapping saddle.
- J. Taps four inches and larger installed by private contractors during a main construction require an inspection fee of ~~((one hundred twenty eight dollars sixty three cents))~~ one hundred fifty dollars (\$150.00).

Section 14: That SMC section 13.04.2026 is amended to read as follows:

#### **13.04.2026 Small Taps and Meters – Additional**

- A. Tap Fees: [Reserved].
- B. Street:
  - 1. One-inch tap – All: ~~((Seven hundred ten dollars one cent))~~ Nine hundred fifty dollars (\$950.00).
  - 2. Two-inch tap – All: ~~((Six hundred eighty nine dollars forty three cents))~~ One thousand five dollars (\$1,005.00).
- C. Meter Fees.
  - 1. All new One-inch and Three-quarter inch residential meters will be installed in a meter box within three feet of property line or in a dedicated utility easement. The meter and box will be sold as one unit.
  - 2. Three-quarter inch – Domestic/Meter and Box: ~~((One thousand two hundred fifty three dollars thirty nine cents))~~ One thousand three hundred seventy-five dollars (\$1,375.00).
  - 3. Three-quarter inch – ~~((Irrigation))~~ Meter: ~~((Five hundred fifty dollars fifty two cents))~~ Six hundred fifty dollars (\$650.00).

4. One-inch – Domestic/Meter and Box: (~~((One thousand two hundred eighty nine dollars forty six cents))~~) One thousand four hundred thirty-five dollars (\$1,435.00).
  5. One-inch – (~~((Irrigation))~~) Meter: (~~((Six hundred thirty seven dollars ninety eight cents))~~) Seven hundred fifty-five dollars (\$755.00).
  6. One-and-one-half inch – Domestic: (~~((One thousand three dollars twenty eight cents))~~) One thousand four hundred sixty dollars (\$1,460.00).
  7. One-and-one-half inch – Irrigation: (~~((One thousand one hundred seventy three dollars six cents))~~) One thousand four hundred seventy dollars (\$1,470.00).
  8. Two-inch – Domestic: (~~((One thousand two hundred three dollars ninety three cents))~~) One thousand five hundred sixty dollars (\$1,560.00).
  9. Two-inch – Irrigation: (~~((One thousand two hundred seventy dollars eighty two cents))~~) One thousand six hundred thirty-five dollars (\$1,635.00).
  10. Two-inch – Fire, with DCVA: (~~((One thousand four hundred fifty six dollars four cents))~~) One thousand eight hundred ninety-five dollars (\$1,895.00).
  11. Two-inch – Fire, no DCVA: (~~((One thousand two hundred three dollars ninety three cents))~~) One thousand three hundred eighty dollars (\$1,380.00).
  12. Twenty-four inch concrete box installation – No excavation: (~~((Nine hundred eighty two dollars seventy cents))~~) One thousand one hundred sixty-five dollars (\$1,165.00).
- D. Prices do not include the forty (~~((one))~~) dollars (~~((sixteen cents))~~) (\$40.00) processing fee for staff costs.
- E. If a utility offset is needed, the fee will be (~~((one thousand three hundred ninety four dollars thirty cents))~~) one thousand five hundred thirty dollars (\$1,530.00).
- F. Work performed outside of normal business hours will be charged an additional (~~((five hundred fourteen dollars fifty cents))~~) seven hundred fifty dollars (\$750.00).
- G. The fees in this section shall be adjusted as provided in SMC 13.04.2030.
- H. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 15: That SMC section 13.04.2028 is amended to read as follows:

### **13.04.2028 Large Taps and Meters**

The following fees apply to large taps and meters and are firm prices.

A. Tap Fees:

1. Four-inch tap: (~~((Two thousand two hundred seventeen dollars fifty cents))~~) Two thousand seven hundred dollars (\$2,700.00).
2. Six-inch tap: (~~((Two thousand one hundred seventy six dollars thirty four cents))~~) Two thousand eight hundred forty-five dollars (\$2,845.00).
3. Eight-inch tap: (~~((Two thousand six hundred eight dollars fifty two cents))~~) Three thousand five hundred ten dollars (\$3,510.00).
4. Ten-inch tap: (~~((Three thousand one hundred thirty eight dollars forty five cents))~~) Four thousand three hundred eighty-five dollars (\$4,385.00).
5. Twelve-inch tap: (~~((Four thousand three hundred sixteen dollars sixty six cents))~~) Four thousand six hundred twenty dollars (\$4,620.00).

B. Meter Fees:

1. Three-inch domestic – With DCVA (TruFlow): (~~((Five thousand eight hundred eighty five dollars eighty eight cents))~~) Five thousand six hundred ninety dollars (\$5,690.00).
2. Three-inch domestic – No DCVA (TruFlow): (~~((Five thousand seventy eight dollars twelve cents))~~) Five thousand seventy dollars (\$5,070.00).
3. Three-inch irrigation – With DCVA (Turbine): (~~((Four thousand three hundred ninety eight dollars ninety eight cents))~~) Four thousand one hundred sixty dollars (\$4,160.00).
4. Three-inch irrigation – No DCVA (Turbine): (~~((Three thousand one hundred fifty nine dollars three cents))~~) Three thousand one hundred ten dollars (\$3,110.00).
5. Four-inch domestic – With DCVA (TruFlow): (~~((Six thousand seven hundred seventy dollars eighty two cents))~~) Six thousand eight hundred seventy-five dollars (\$6,875.00).



6. Four-inch domestic – No DCVA (TruFlow): (~~((Five thousand eight hundred eighty dollars seventy four cents))~~) Five thousand nine hundred sixty-five dollars (\$5,965.00).
7. Four-inch fire – With DCDVA: (~~((Two thousand seven hundred fifty two dollars fifty eight cents))~~) Two thousand seven hundred five dollars (\$2,705.00).
8. Four-inch fire – No DCDVA (vault): (~~((One thousand two hundred ninety one dollars forty cents))~~) One thousand three hundred seventy-five dollars (\$1,375.00).
9. Four-inch fire – No DCDVA (building – bypass only): (~~((Five hundred twenty four dollars seventy nine cents))~~) Six hundred ninety dollars (\$690.00).
10. Four-inch fire/dom – With DCVA (Protectus): (~~((Nine thousand four hundred seventy seven dollars nine cents))~~) Nine thousand three hundred sixty dollars (\$9,360.00).
11. Four-inch fire/dom – No DCVA (Protectus): (~~((Eight thousand one hundred thirteen dollars sixty seven cents))~~) Eight thousand five dollars (\$8,005.00).
12. Four-inch irrigation – With DCVA (Turbine): (~~((Four thousand nine hundred sixty four dollars ninety three cents))~~) Five thousand one hundred seventy-five dollars (\$5,175.00).
13. Four-inch irrigation – No DCVA (Turbine): (~~((Three thousand five hundred ninety six dollars thirty six cents))~~) Three thousand eight hundred twenty dollars (\$3,820.00).
14. Six-inch domestic – With DCVA (TruFlow): (~~((Nine thousand seven hundred seventy dollars thirty six cents))~~) Ten thousand six hundred forty-five dollars (\$10,645.00).
15. Six-inch domestic – No DCVA (TruFlow): (~~((Eight thousand five hundred fourteen dollars ninety eight cents))~~) Nine thousand three hundred fifty dollars (\$9,350.00).
16. Six-inch fire – With DCDVA: (~~((Three thousand one hundred fifty nine dollars three cents))~~) Three thousand three hundred sixty dollars (\$3,360.00).
17. Six-inch fire – No DCDVA (vault): (~~((One thousand two hundred eighty six dollars twenty five cents))~~) One thousand four hundred ninety-five dollars (\$1,495.00).

18. Six-inch fire – No DCDVA (building – bypass only): (~~Five hundred twenty four dollars seventy nine cents~~) Six hundred ninety dollars (\$690.00).
19. Six-inch fire/dom – With DCVA (Protectus): (~~Thirteen thousand five hundred sixty seven dollars thirty seven cents~~) Thirteen thousand eight hundred forty dollars (\$13,840.00).
20. Six-inch fire/dom – No DCVA (Protectus): (~~Eleven thousand seven hundred ninety seven dollars forty nine cents~~) Eleven thousand nine hundred twenty-five dollars (\$11,925.00).
21. Six-inch irrigation – With DCVA (Turbine): (~~Eight thousand six hundred seven dollars fifty nine cents~~) Nine thousand one hundred five dollars (\$9,105.00).
22. Six-inch irrigation – No DCVA (Turbine): (~~Six thousand seven hundred ninety six dollars fifty five cents~~) Seven thousand one hundred ninety dollars (\$7,190.00).
23. Eight-inch fire – With DCDVA: (~~Four thousand four hundred sixty dollars seventy two cents~~) Five thousand eight hundred twenty dollars (\$5,820.00).
24. Eight-inch fire – No DCDVA (vault): (~~One thousand five hundred eighty four dollars sixty six cents~~) One thousand eight hundred forty-five dollars (\$1,845.00).
25. Eight-inch fire – No DCDVA (building – bypass only): (~~Five hundred twenty four dollars seventy nine cents~~) Six hundred ninety dollars (\$690.00).
26. Eight-inch fire/dom – With DCVA (Protectus): (~~Eighteen thousand three hundred ninety eight dollars fifty two cents~~) Nineteen thousand three hundred forty dollars (\$19,340.00).
27. Eight-inch fire/dom – No DCVA (Protectus): (~~Fifteen thousand six hundred seventy one dollars sixty seven cents~~) Fifteen thousand nine hundred five dollars (\$15,905.00).
28. Ten-inch fire – With DCDVA: (~~Five thousand two hundred fifty three dollars five cents~~) Six thousand one hundred ninety-five dollars (\$6,195.00).

29. Ten-inch fire – No DCDVA (vault): (~~((One thousand five hundred thirty three dollars twenty one cents))~~) One thousand nine hundred dollars (\$1,900.00).
  30. Ten-inch fire – No DCDVA (building – bypass only): (~~((Five hundred twenty four dollars seventy nine cents))~~) Six hundred ninety dollars (\$690.00).
  31. Ten-inch fire/dom – With DCVA (Protectus): Estimate required.
  32. Ten-inch fire/dom – No DCVA: Estimate required.
- C. Prices do not include the (~~((forty one dollars sixteen cents))~~) forty dollars (\$40.00) processing fee for staff costs.
  - D. If a utility offset is needed, the fee will be (~~((one thousand three hundred ninety four dollars thirty cents))~~) one thousand five hundred thirty dollars (\$1,530.00).
  - E. Work performed outside of normal business hours will be charged an additional (~~((five hundred fourteen dollars fifty cents))~~) seven hundred fifty dollars (\$750.00).
  - F. The fees in this section shall be adjusted as provided in SMC 13.04.2030.
  - G. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 16: That SMC section 13.04.2030 is amended to read as follows:

### **13.04.2030 Periodic Fee Adjustment**

The fees in SMC 13.04.0608, SMC 13.04.2022, SMC 13.04.2026, and SMC 13.04.2028 shall be subject to adjustment as follows:

~~((In August of each year, the director of the water and hydroelectric services department shall review the Engineering News Record (ENR) 20 City Construction Cost Index (CCI) published in the Engineering News Record Magazine and determine the percentage change in the index from July of the current year to July of the prior year. In the event that the change in the index is negative, there shall be no change in the stated amounts. Otherwise, the director shall compute the proposed new rates, rounded up to the nearest ((five dollars)) in accord with the index change and transmit them to the chief financial officer for approval. If the chief financial officer approves, he may certify them as the new rates to be effective the following January 1. In the event the aforementioned index ceases to exist in its current form or substantially changes, the chief financial officer may select as near as possible a substitute index in the reasonable exercise of his judgment. Nothing herein precludes a change in the fees listed in any other lawful manner. The fees will be adjusted to actual costs for 2013 and~~

~~thereafter will be adjusted every two years.))~~ Fees will be adjusted annually to reflect actual increases in labor, equipment, and materials as calculated from August of the previous year to August of the current year. Increases will be rounded up to the nearest five dollars and take effect January 1<sup>st</sup> of the following year.

Section 17: Effective Date.

This ordinance shall take effect and be in force on January 1, 2015.

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:**

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

ORD C35184

Renews #Submitting Dept

UTILITIES

Contact Name/Phone

RICK ROMERO 625-6361

Contact E-Mail

RROMERO@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #Project #Bid #Requisition #Agenda Item Name

WATER- WASTEWATER CONSERVATION CREDIT

Agenda Wording

An Ordinance relating to water, wastewater rates and the creation of a water and wastewater rate section in the SMC; adding section 13.035.700.

Summary (Background)

The City is selling water/wastewater revenue bonds and the interest rates are very favorable, and the City is anticipating lower costs of borrowing than previously anticipated. This will allow for a financial opportunity to implement a credit program to residential low indoor water users and multi-family phased in over three years, in conjunction with a three-year utility rate proposal.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

ROMERO, RICK

Study SessionDivision Director

ROMERO, RICK

Other

PWC 10/27/2014

Finance

LESESNE, MICHELE

Distribution ListLegal

SCHOEDEL, ELIZABETH

eschoedel@spokanecity.org

For the Mayor

SANDERS, THERESA

acmarshall@spokanecity.org

Additional Approvals

cmarchand@spokanecity.org

Purchasing

mfeist@spokanecity.org

bpatrick@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and 13.04.2030 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List


## ORDINANCE NO. C35184

An Ordinance relating to water, wastewater rates and the creation of a water and wastewater rate section in the SMC; adding section 13.035.700.

WHEREAS, the amount of wastewater produced by a Consumer is directly related to the amount of water consumed by a Consumer; and

WHEREAS, water is a limited natural resource and efforts of conservation should be rewarded in order to protect the Spokane Aquifer; and

WHEREAS, reducing the flow of wastewater to the plant over time will allow the City to accommodate growth without increasing the size of its wastewater collection and treatment systems; and

WHEREAS, rates set to encourage the achievement of water conservation goals and the discouragement of wasteful water use practices are an appropriate utility ratemaking consideration under RCW 35.92.010 and RCW 35.67.020; and

WHEREAS, the City of Spokane is committed to encourage conservation by its ratepayers in order to protect our limited natural resources; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1: That a new section 13.035.700 be added to the Code.

### **Section 13.035.700 Water- Wastewater Conservation Incentives**

In order to encourage water conservation, the Director of Public Utilities shall create conservation incentives within the City's rate structure for water and wastewater.

- A. The Director of Public Utilities shall grant a wastewater conservation credit to the 20 percent of residential ratepayers with the lowest indoor water usage who are categorized as single-family residential customers of the City's Water Utility.

- B. Indoor water usage shall be determined by the average monthly water use of a single-family residential customer during the previous winter months of November through March when almost all water usage is indoors.
- C. The Director of Public Works, with guidance from City Council, shall set the amount of the credit before the beginning of each year's credit cycle. The credit shall be in an amount that is equally distributed in twelve monthly installments throughout the course of one year.

Section 2: Effective Date. This ordinance shall take effect and be in full force on January 1, 2015.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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





CITY PLAN COMMISSION  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3329  
509.625.6300  
FAX 509.625.6013

**October 22, 2014**

**Memo to City Council**

**From Dennis Dellwo, Plan Commission President**

**Re: Plan Commission Action on City Council remand of Final Reading Ordinance C35156 Relating to Application #Z1300069COMP and Amending the Land Use Map of the City's Comprehensive Plan**

During its October 8, 2014 meeting, the City of Spokane Plan Commission considered, as a workshop item, the City Council's remand of Final Reading Ordinance C35156 relating to Application #Z1300069COMP. Previously, during the legislative session of its September 29, 2014 meeting, the City Council took the following action: (from the Council Action Memo dated October 2, 2014):

- Motion by Council Member Mumm, seconded by Council Member Snyder, to remand this Ordinance C35156) back to the Plan Commission for alternatives for transition; carried 4 to 3 (Council President Stuckart and Council Members Allen and Fagan voting "no").

During its October 8 meeting, the Plan Commission received a report from Council Member Mumm, who is the City Council Liaison to the Plan Commission, and also received input from Mr. Dwight Hume, a land use agent representing the applicant:

Following some debate by the Plan Commission, the following actions were taken:

- Motion by Plan Commission member Asher Ernst, seconded by Commission member Brian McClatchy, to reconsider the Plan Commission's previous recommendation on this application at the Plan Commission's November 12<sup>th</sup> workshop; motion failed 5 to 4.
- Motion by Commission Member F.J. Dullanty Jr., seconded by Commission Member Tom Reese, to stand by the Plan Commission's previous findings and conclusions and recommendation; motion carried 8 to 1.

The Plan Commission considered a third motion related to this matter:

Commission Member F.J. Dullanty, Jr. brought a motion, seconded by Commission Member Tom Reese, for the Plan Commission to engage in a closer examination of the transitional requirements between Centers and Corridors and adjacent residential areas, as set forth in the City's Comprehensive Plan and development regulations, and to also examine land use and zoning designations in the Hillyard area in light of the planned interchange of the North Spokane Corridor at Wellesley Avenue;. Motion passes unanimously.

Dennis Dellwo

President, City of Spokane Plan Commission

October 2, 2014

City Clerk File No.:  
ORD C35156

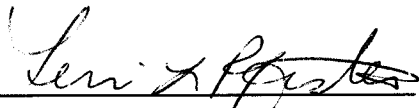
COUNCIL ACTION MEMORANDUM:

RE: FINAL READING ORDINANCE C35156 RELATING TO APPLICATION  
#Z1300069COMP AND AMENDING THE LAND USE MAP OF THE CITY'S  
COMPREHENSIVE PLAN

During its 6:00 p.m. Legislative Session held Monday, September 29, 2014, the Spokane City Council considered Final Reading Ordinance C35156. City Planner Tirrell Black provided an overview of the proposed ordinance, and stated she received no written comments on the proposal. Ms. Black responded to inquiries from Council President Stuckart as to whether the neighborhood councils provided any comment. Ms. Black indicated the neighborhood council was notified and did have a presentation from the applicant; however, the neighborhood council is not required to make any written comment, and she further stated no comments were received from the neighborhood council.

Public testimony was then received, with one individual (Dwight Hume, as agent for the property owner R. Properties, LLC) requesting to speak. Council inquiry and commentary followed, with response by Ms. Black. Council Member Mumm presented a motion to remand this back to the Plan Commission just to ask if there are other alternatives that they could provide to the City Council and to review the transition between the housing and the CC Core, and maybe they (Plan Commission) would come back with a recommendation that we (City Council) look at the other corner. Council Member Mumm further stated this is a long range plan and is not a short term planning thing; and this is something we'll be living with for 20 years, and we want to do it right – we want to do it right for Hillyard and we want to do it right for the neighborhood. She stated she is hoping the applicant will give the Council a little time to take it back (to Plan Commission) and look at a couple of alternatives to see if there is a way we can do a really good job transitioning. Council Member Mumm noted we've seen this in another neighborhood where the Council didn't take the time to do this; and then when things were coming about, we wished we had taken the time. Council Member Allen requested Ms. Mumm restate the motion. Subsequently, the following action was taken after Council debate:

**Motion** by Council Member Mumm, seconded by Council Member Snyder, **to remand** this (Ordinance C35156) back to the Plan Commission for alternatives for transition; **carried 4 to 3 (Council President Stuckart and Council Members Allen and Fagan voting "no").**

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**  
09/22/2014

<b>Date Rec'd</b>	9/10/2014
<b>Clerk's File #</b>	ORD C35156
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & DEVELOPMENT
<b>Contact Name/Phone</b>	TIRRELL BLACK 625-6185
<b>Contact E-Mail</b>	TBLACK@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0650 - ORDINANCE - AMENDMENT TO LAND USE PLAN MAP - Z1300069COMP

**Agenda Wording**

An ordinance relating to application #Z1300069COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "CC Core" for 0.44 acres located at 2929 and 2937 East Wellesley Avenue; and amending the Zoning Map from "Office"

**Summary (Background)**

This application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on July 9, 2014 to consider this amendment and has unanimously recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	WRIGHT, JO ANNE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	QUINTRALL, JAN	<b><u>Other</u></b>	PCED 8/18/14
<b><u>Finance</u></b>	DOLAN, PAM	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	htrautman@spokanecity.org	
<b><u>Additional Approvals</u></b>		tblack@spokanecity.org	
<b><u>Purchasing</u></b>		schesney@spokanecity.org	
		jrichman@spokanecity.org	
		dhume@spokane-landuse.com	

FIRST READING OF THE ABOVE ORDINANCE

WAS HELD ON

9/22/2014

AND FURTHER ACTION WAS DEFERRED

*[Signature]*

CITY CLERK



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

### **Agenda Wording**

(O-35) to "Centers and Corridors, Type 2 District Center", (CC2-DC).

### **Summary (Background)**

#### **Fiscal Impact**

Select      \$

Select      \$

#### **Budget Account**

#

#

#### **Distribution List**


ORDINANCE NO. C35156

AN ORDINANCE RELATING TO APPLICATION #Z1300069COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" TO "CC CORE" FOR 0.44 ACRES LOCATED AT 2929 AND 2937 E. WELLESLEY AVENUE; AND AMENDING THE ZONING MAP FROM "OFFICE" (O-35) TO "CENTERS AND CORRIDORS, TYPE 2, DISTRICT CENTER" (CC2-DC).

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

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

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

WHEREAS, land use amendment application Z1300069COMP was timely submitted to the City for consideration during the City's 2014 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1300069COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" to "CC Core" for 0.44 acres located at 2929 and 2937 East Wellesley Avenue. If approved, the implementing zoning designation requested is "Centers and Corridors, Type 2, District Center" (CC2-DC); and

WHEREAS, staff requested comments from agencies and departments on December 19, 2013, and a public comment period ran from April 14, 2014 to June 12, 2014; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on June 2, 2014; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendments on April 23, 2014; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on June 23, 2014 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on July 9, 2014; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the July 9, 2014 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, June 25 and Wednesday, July 2, 2014; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on June 24, 2014; and

WHEREAS, staff report found that Application Z1300069COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on July 9, 2014 for the Application Z1300069COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1300069COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 6 to 0 to recommend approval of Application Z1300069COMP; and

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

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1300069COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Office" to "CC Core" for 0.44 acres located at 2929 and 2937 East Wellesley Avenue as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "O-35" to "CC2-DC" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2014.

\_\_\_\_\_

Council President

Attest:

Approved as to form:

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

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

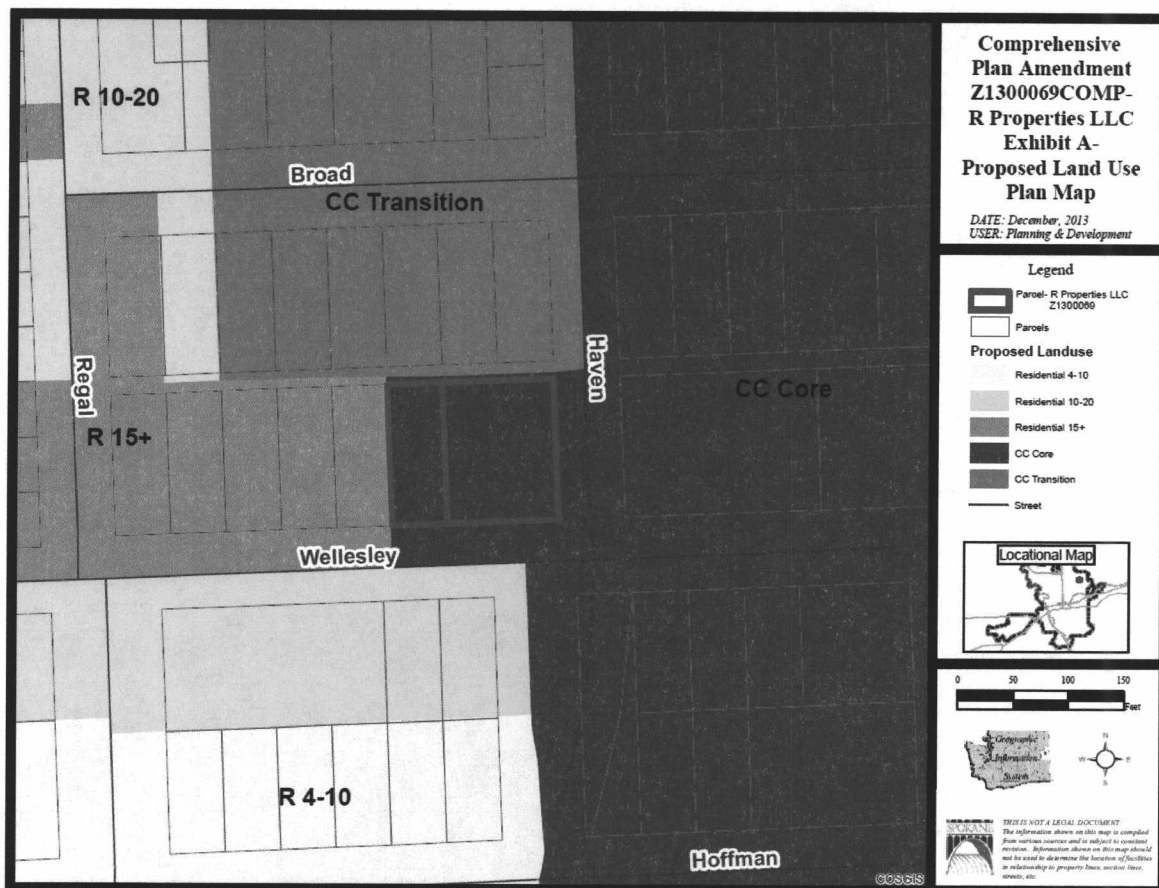
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

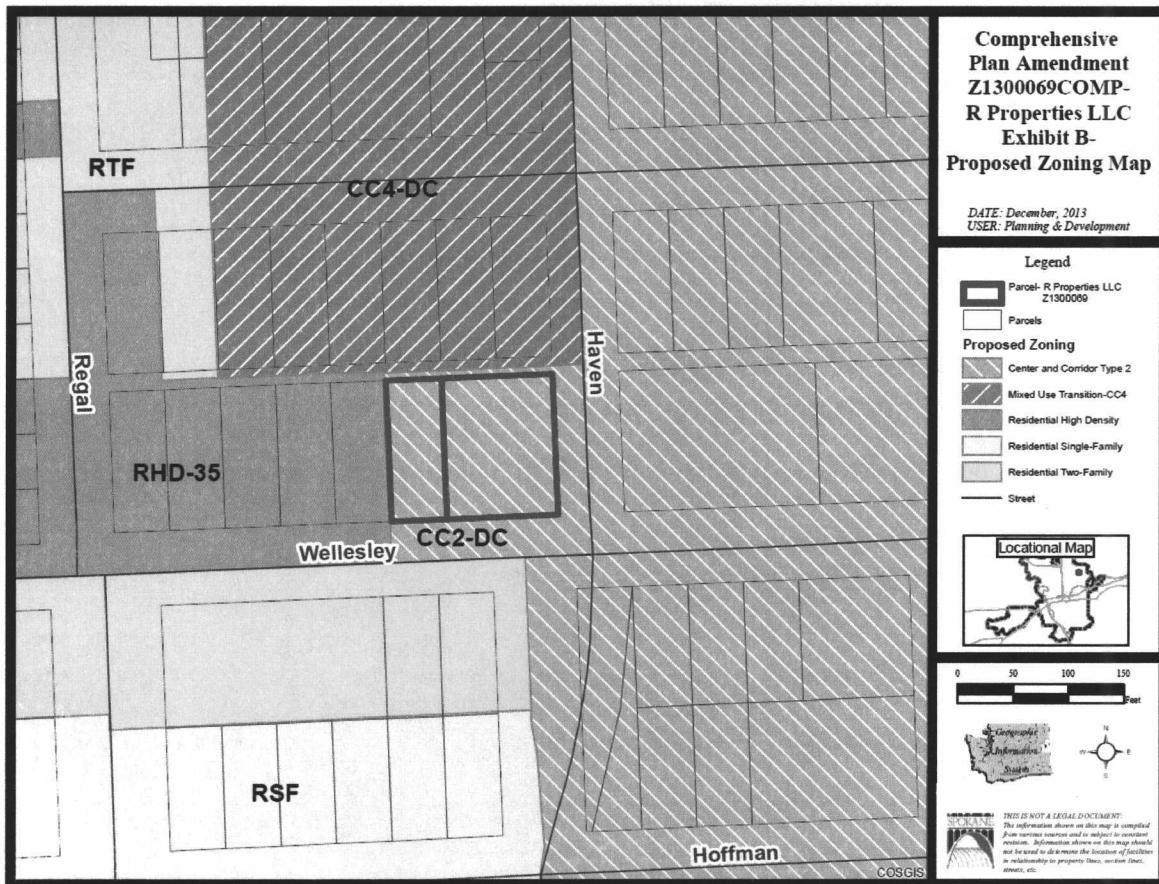
\_\_\_\_\_  
Effective Date



# Exhibit A



# Exhibit B



**SPOKANE ENVIRONMENTAL ORDINANCE**

(WAC 197-11-970)

File # Z1300069-COMP

Determination of Nonsignificance (DNS)

**NONPROJECT DETERMINATION OF NONSIGNIFICANCE**

**FILE NO(S):** Z1300069-COMP

**PROPONENT:** R Properties LLC

**DESCRIPTION OF PROPOSAL:** This proposal is to change the land use of two parcels from "Office" to "CC-Core". The approximate size of the proposal is 19,050 square feet (.44 acres). If approved, the zoning would be changed from O-35 (Office, 35 foot height limit) to CC2-DC (Centers & Corridors, Type 2, District Center) and could be developed with future development consistent with the retail, business, service and other uses permitted within that zoning category.

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** The parcel addresses are 2929 E Wellesley Avenue and 2937 E Wellesley Avenue. The parcel numbers are 36343.2914 and 36343.2917. (SW ¼ of Section 16, T26N, R43 EWM)

**LEAD AGENCY:** CITY OF SPOKANE, Planning & Development Department

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


- [ ] There is no comment period for this DNS.
- [ ] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for At least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 3:00 p.m., July 9, 2014, if they are intended to alter the DNS.

\*\*\*\*\*

**Responsible Official:** Scott R. Chesney, AICP

**Position/Title:** Director, Planning Services      **Phone:** (509) 625-6300

**Address:** 808 W. Spokane Falls Blvd., Spokane, WA 99201

**Date Issued:** June 23, 2014      **Signature:** 

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**, after it becomes final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane, WA 99201. The appeal deadline is fourteen (14) calendar days after the signing of the DNS. This appeal must be on forms provided by the Responsible Official, make specific factual objections and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

\*\*\*\*\*

## Environmental Checklist

File No. 21300069comp

### **Purpose of Checklist:**

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### **Instructions for Applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### **Use of checklist for nonproject proposals:**

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

**RECEIVED**

**OCT 30 2013**

**PLANNING & DEVELOPMENT SERVICES**

## **A. BACKGROUND**

1. Name of proposed project, if applicable: **N/A**
2. Name of applicant: **R Properties LLC ; C/O Dwight Hume**
3. Address and phone number of applicant or contact person:  
**9101 N Mt. View Lane Spokane WA 99218; 435-3108**
4. Date checklist prepared: **October 29, 2013**
5. Agency requesting checklist: **City of Spokane Planning Services**
6. Proposed timing or schedule (including phasing, if applicable): **Unknown**
7.
  - a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. **Non-project map amendment request.**
  - b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. **The applicant has a separate lot 50 ft. away from the proposed amendment along this Wellesley frontage.**
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. **Unknown**
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. **No other applications are pending.**
10. List any government approvals or permits that will be needed for your proposal, if known. **Land Use Map amendment and zone change. Future improvements to the property will require additional development and building permits.**
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. **Map Amendment from Office to CC-Core and a zone change from CC-2-DC. An auto oriented use is anticipated.**

**RECEIVED**

**OCT 30 2013**

**PLANNING & DEVELOPMENT SERVICES**

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **The subject property is located at the NW corner of Wellesley and Haven within the Hillyard Neighborhood and serves southbound traffic on Haven and eastbound traffic on Wellesley. The site was formerly used as a medical office and as a corporate office and is currently being used as a small church facility. Parking is provided both on site and on the additional lot located to the west of the subject property. A private residence is located in between these two uses.**

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

**GSSA and PSSA and City of Spokane**

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

(1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

**Non-project map amendment request.**

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

**Non-project map amendment request.**

(3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

**Non-project map amendment request.**

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

**Non-project map amendment request.**

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?  
**Unknown**

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

**Non-project map amendment request.**

**TO BE COMPLETED BY APPLICANT**

**B. ENVIRONMENTAL ELEMENTS**

Evaluation for  
Agency Use  
Only

**1. Earth**

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.*

- b. What is the steepest slope on the site (approximate percent slope)?

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. **Unknown**

Evaluation for  
Agency Use  
Only

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. \_\_\_\_\_

**Non-project map amendment request.**

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:

**Unknown, non-project request**

\_\_\_\_\_  
\_\_\_\_\_

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

**Non-project map amendment request.**

- 
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **Non-project request. To be determined at time of building permit**

- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: On-site plans and construction activity would be subject to erosion control and monitored. **Non-project request. To be determined at time of building permit.**

## **2. Air**

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

**Non-project request. To be determined at time of building permit.**

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. \_\_\_\_\_

**This is an urban area of high volume arterial traffic on Haven and Wellesley frontages.**

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

**Non-project map amendment.**

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Only

## **3. Water**

- a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. **No**
- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. **No**
- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and



indicate the area of the site that would be affected. Indicate the source of fill material. **N/A**

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. **No**

- (5) Does the proposal lie within a 100-year floodplain? \_\_\_\_ If so, note location on the site plan. **No**

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. **No**

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**b. GROUND:**

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. **Non-project map amendment**

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve. **Non-project map amendment**

**c. WATER RUNOFF (INCLUDING STORMWATER):**

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. **Non-project request. To be determined at time of building permit**

- (2) Could waste materials enter ground or surface waters? If so, generally describe. **Non-project request. To be determined at time of building permit**

- d. PROPOSED MEASURES** to reduce or control surface, ground, and runoff water impacts, if any. **Non-project request. To be determined at time of building permit**

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#### 4. Plants

- a. Check or circle type of vegetation found on the site:

☒ Deciduous tree: *alder, maple, aspen, other.*  
☒ Evergreen tree: *fir, cedar, pine, other.*  
☒ Shrubs  
☒ Grass  
\_\_\_\_ Pasture  
\_\_\_\_ Crop or grain  
\_\_\_\_ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*  
\_\_\_\_ Water plants: *water lily, eelgrass, milfoil, other.*  
\_\_\_\_ Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered?  
**Non-project request. To be determined at time of building permit**

- c. List threatened or endangered species known to be on or near the site. **None**

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: **Non-project request. To be determined at time of building permit**

#### 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:  
birds: *hawk, heron, eagle, songbirds, other.* \_\_\_\_\_  
mammals: *deer, bear, elk, beaver, other.* \_\_\_\_\_  
fish: *bass, salmon, trout, herring, shellfish, other.* \_\_\_\_\_  
other: \_\_\_\_\_

- b. List any threatened or endangered species known to be on or near the site. **None**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Is the site part of a migration route? If so, explain. **No** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluation for  
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- d. Proposed measures to preserve or enhance wildlife, if any:  
**None**

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**6. Energy and natural resources**

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **To be determined at time of building permit but likely to need electricity for heating, cooling and lighting,**
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. **Non-project request. To be determined at time of building permit**
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: **Non-project request. To be determined at time of building permit**

**7. Environmental health**

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. **Non-project request. To be determined at time of building permit**
- (1) Describe special emergency services that might be required.  
**Non-project request. To be determined at time of building permit**
- (2) Proposed measures to reduce or control environmental health hazards, if any:  
**Non-project request. To be determined at time of building permit**
- b. NOISE:
- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?  
**This is an intense urban area but should not affect the use of the property with noise.**

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- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

**Non-project request. To be determined at time of building permit**

- (3) Proposed measure to reduce or control noise impacts, if any:

**Non-project request. To be determined at time of building permit**

**8. Land and shoreline use**

- a. What is the current use of the site and adjacent properties?

b. **On site: Office and Parking**

**West: S/F House**

**North: S/F and Duplex housing**

**East: Vacant Retirement Home**

**South: Church and Parking**

- b. Has the site been used for agriculture? If so, describe. **No** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. Describe any structures on the site. **Office** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- d. Will any structures be demolished? If so, which? **Yes** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e. What is the current zoning classification of the site? **Office** \_\_\_\_\_

\_\_\_\_\_

- f. What is the current comprehensive plan designation of the site?

**Office**

- g. If applicable, what is the current shoreline master program designation of the site? **N/A**

- h. Has any part of the site been classified as a critical area? If so, specify. **No**

- i. Approximately how many people would reside or work in the completed project? **Non-project request. To be determined at time of building permit**

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- j. Approximately how many people would the completed project displace? **none**
- k. Proposed measures to avoid or reduce displacement impacts, if any: **N/A**
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **Non-project request. To be determined at time of building permit**

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#### 9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. **None**
- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. **none**
- c. Proposed measures to reduce or control housing impacts, if any: **None**

#### 10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? **Non-project request. To be determined at time of building permit**
- b. What views in the immediate vicinity would be altered or obstructed? **Non-project request. To be determined at time of building permit**
- c. Proposed measures to reduce or control aesthetic impacts, if any: **Non-project request. To be determined at time of building permit**

#### 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Non-project request. To be determined at time of building permit**
- b. Could light or glare from the finished project be a safety hazard or interfere with views? **Non-project request. To be determined at time of building permit**
- c. What existing off-site sources of light or glare may affect your proposal? **None**

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- d. Proposed measures to reduce or control light and glare impacts, if any: **Non-project request. To be determined at time of building permit**

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? **N/A.**
- b. Would the proposed project displace any existing recreational uses? If so, describe. **No**
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: **None**

## 13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. **Unknown**
- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.  
**Unknown**
- c. Proposed measures to reduce or control impacts, if any: **None**

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Only

## 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. **Wellesley and Haven flank the subject site. The proposed on-off ramp to the N/S freeway will increase tariff on Wellesley.**
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? **yes**
- c. How many parking spaces would the completed project have? How many would the project eliminate? **Non-project request. To be determined at time of building permit**
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). **No**

e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. **No**

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. **Non-project request. To be determined at time of building permit**

(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)

g. Proposed measures to reduce or control transportation impacts, if any: **Non-project request. To be determined at time of building permit**

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Agency Use  
Only

#### 15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. **No**

b. Proposed measures to reduce or control direct impacts on public services, if any: **None** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 16. Utilities

a. Circle utilities currently available at the site: *electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.* **All services are available** \_\_\_\_\_

b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. **To be determined at project stage Non-project map amendment** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. SIGNATURE**

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/30/13

Signature: Dwight Hume

**Please Print or Type:**

Proponent: Dwight Hume, agent \_\_\_\_\_ Address: 9101 N Mt. View Lane

Phone: 435-3108 \_\_\_\_\_

Spokane WA 99218

Person completing  
form (if different  
from proponent): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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OCT 30 2013

PLANNING & DEVELOPMENT SERVICES



**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS**  
**(Do not use this sheet for project actions)**

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

**The proposed comp plan amendment and zoning would support development of retail uses. There would be construction noise and after construction, the typical blend of traffic ingress and egress, common to this area land uses.**

Proposed measures to avoid or reduce such increases are:

**None** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How would the proposal be likely to affect plants, animals, fish or marine life? **No**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed measures to protect or conserve plants, animals, fish or marine life are: **None**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How would the proposal be likely to deplete energy or natural resources?

**None** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed measures to protect or conserve energy and natural resources are: **Developed to International Code**

\_\_\_\_\_  
\_\_\_\_\_

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

**Not Applicable** \_\_\_\_\_

Proposed measures to protect such resources or to avoid or reduce impacts are: **N/A**

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

**The site is currently a non-residential use and is flanked by non-residential uses to the south, and east. The adjacent home to the west is supportive of the proposal and has co-existed with the office use on both sides of the residence. The remaining homes to the north are zoned CC4-DC** \_\_\_\_\_

Proposed measures to avoid or reduce shoreline and land use impacts are:

**Adherence to Development Code standards.** \_\_\_\_\_

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

**Increased demand is not anticipated for any of these services.** \_\_\_\_\_

Proposed measures to reduce or respond to such demand(s) are:

**None** \_\_\_\_\_

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

**Not in conflict with any rules and procedures.** \_\_\_\_\_

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/30/13 Signature: [Signature]

**Please Print or Type:**

Proponent: Dwight Hume agent Address: N 9101 Mt. View Lane \_\_\_\_\_

Phone: 435-3108 \_\_\_\_\_ Spokane WA 99218

Person completing form (if different from proponent): \_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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OCT 30 2013

PLANNING & DEVELOPMENT SERVICES

## **CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE COMPREHENSIVE PLAN LAND USE PLAN MAP AMENDMENT FILE NO. Z1300069COMP**

**A Recommendation of the City Plan Commission to the City Council approving a proposed Comprehensive Plan Amendment application by Dwight Hume, on behalf of R Properties LLC to amend the land use plan map designation from "Office" to "CC Core". The total size of the proposed land use plan map amendment is 0.44 acres. The implementing zoning designation requested is Centers and Corridors, Type 2, District Center (CC2-DC).**

### **FINDINGS OF FACT:**

- A.** The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B.** The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act.
- C.** Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.
- D.** Comprehensive Plan amendment application Z1300069COMP was submitted by the October 31, 2013 deadline for Plan Commission review during the 2013/2014 amendment cycle.
- E.** The proposed amendment is to the Land Use Plan Map of the City's Comprehensive Plan for a change the 0.44 acre subject property from "Office" to "CC Core" for three platted lots (two tax parcels) located on the northwest corner of Wellesley Avenue and Haven Street.
- F.** The requested implementing zoning designation is Centers and Corridors, Type 2, District Center (CC2-DC).
- G.** Staff requested comments from agencies and departments on December 19, 2013. No adverse comments were received from agencies or departments.
- H.** A public comment period ran from April 14, 2014 to June 12, 2014 which provided a 60 day public comment period. There were no negative comments received regarding the application.
- I.** The Community Assembly received a presentation regarding the draft proposed amendments on May 2, 2014 and have been given information regarding the dates of Plan Commission workshops and hearings.

**J.** The Spokane City Plan Commission held a substantive workshop to study the amendment on April 23, 2014.

**K.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on June 23, 2014 for the Comprehensive Land Use Plan Map and Zoning Map changes. The public appeal period for the SEPA determination ended on July 9, 2014 at 3pm.

**L.** On June 2, 2014, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

**M.** Notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcement of the July 9, 2014 Plan Commission Public Hearing were published in the Spokesman-Review on June 25 and July 2, 2014 and the Official City Gazette on June 25, 2014 and July 9, 2014.

**N.** Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on June 24, 2014.

**O.** The staff report found that the amendment met all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

**P.** The Plan Commission held a public hearing on the recommended amendment on July 9, 2014.

**Q.** The Plan Commission recommended, by a vote of 6-0 approval of the amendment on July 9, 2014; and

**R.** As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given that an opportunity to comment.

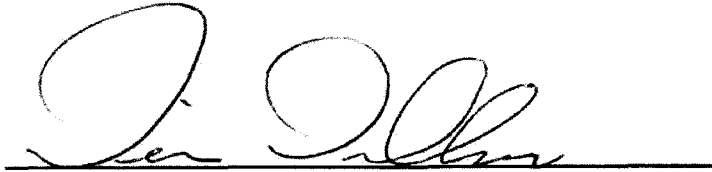
## **CONCLUSIONS:**

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

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

## **RECOMMENDATIONS:**

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Office" to "CC Core". The total size of the proposed land use plan map amendment is 0.44 acres and the implementing zoning designation of CC2-DC.

A handwritten signature in black ink, appearing to read "Dennis Dellwo", written over a horizontal line.

**Dennis Dellwo, President  
Spokane Plan Commission  
July 9, 2014**

**STAFF REPORT ON COMPREHENSIVE PLAN  
LAND USE AMENDMENT APPLICATION  
FILE NO. Z1300069-COMP, 2929 and 2937 E. Wellesley Avenue (R Properties)**

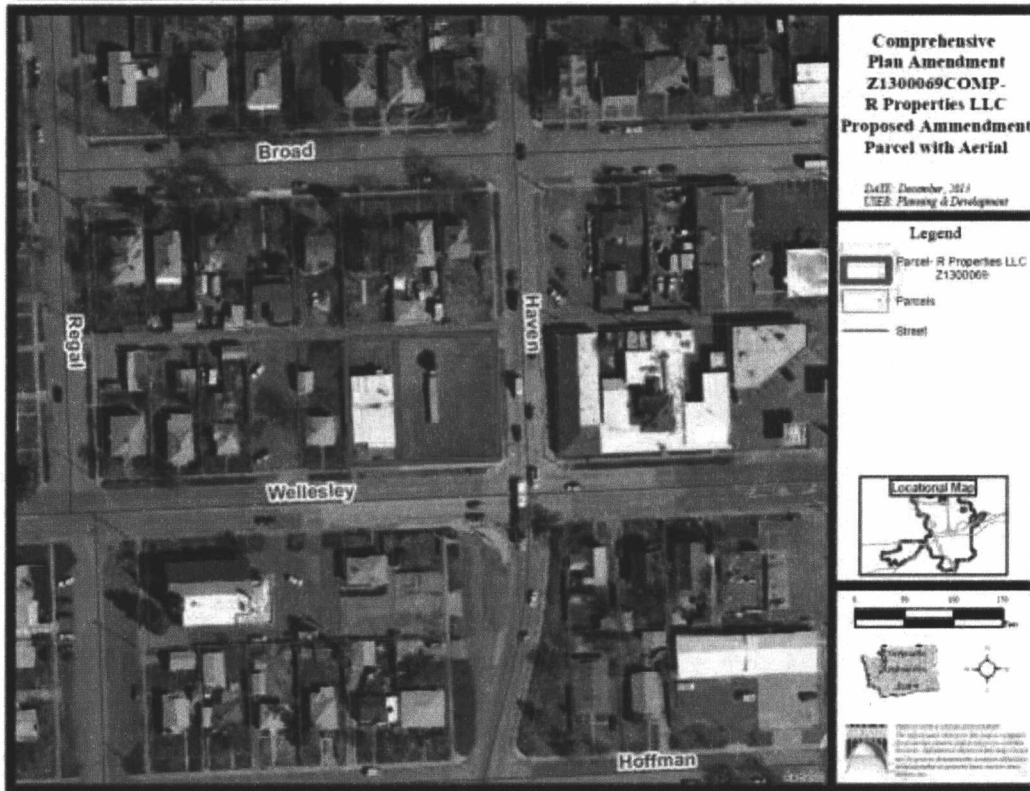
**I. SUMMARY OF REQUEST AND RECOMMENDATIONS:**

**DESCRIPTION OF PROPOSAL:**

This proposal is to amend the Comprehensive Plan land use map designation of two parcels from "Office" to "CC-Core". If approved, the parcels would be zoned Center and Corridor, Type 2, District Center (CC2-DC) and could be developed consistent with the retail, business, service and other uses permitted within that zoning category. The approximate size of the proposal is 19,050 square feet (.44 acres). No specific development proposal is being approved at this time.

**II. GENERAL INFORMATION:**

<b>Agent:</b>	Dwight Hume
<b>Applicant/Property Owner(s):</b>	R Properties LLC, Duane Alton, Manager
<b>Location of Proposal:</b>	The parcel addresses are 2929 E Wellesley Avenue and 2937 E Wellesley Avenue. The parcel numbers are 36343.2914 and 36343.2917. (SW ¼ of Section 16, T26N, R43 EWM)
<b>Legal Description</b>	Lots 14, Block 22 Hillyard (parcel 36343.2914) and Lots 15 and 16, Block 22 Hillyard (parcel 36343.2917)
<b>Existing Land Use Plan Designation:</b>	"Office"
<b>Proposed Land Use Plan Designation:</b>	"CC Core"
<b>Existing Zoning:</b>	Office, 35 height limit (O-35)
<b>Proposed Zoning:</b>	Center and Corridor, Type 2, District Center (CC2-DC)
<b>SEPA Status:</b>	A SEPA threshold Determination of Non-Significance (DNS) was made on June 23, 2014. The appeal period closed on July 9, 2014 at 3pm.
<b>Enabling Code Section:</b>	SMC 17G. 020, Comprehensive Plan Amendment Procedure
<b>Plan Commission Hearing Date:</b>	July 9, 2014
<b>Staff Contact:</b>	Tirrell Black, Planner; <a href="mailto:tblack@spokanecity.org">tblack@spokanecity.org</a>

**III. FINDINGS OF FACT:**

- A. Site Description: The property consists of two tax parcels (three platted lots) with a combined area of approximately 19,050 square feet (0.44 acres) at the northwest corner of Wellesley Avenue and Haven Street. The property is vacant on the easterly parcel (two platted lots) and consists mostly of a flat, graveled surface. The westerly lot contains a small structure that was historically used as a doctor's office and is currently used by a church congregation to meet. Overall, the site is flat. An unpaved alley runs east to west along the north side of the property.

North of the site are residential homes, some appear to be single family use and some multifamily use. Across Wellesley to the south is St. Peter's Lutheran Church and a residential building owned by the church. Directly east, across Haven Street, there is an abandoned and currently boarded up property which historically served as a nursing home. To the west is a single family residence and a parking lot which historically served the medical building.

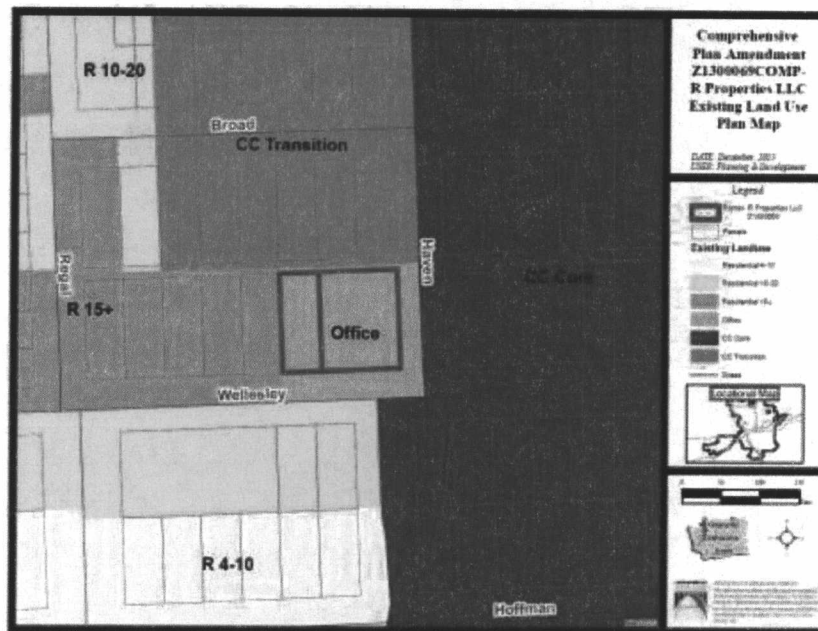
North Spokane Corridor project is proposed nearby, roughly in alignment with Market Street, with an interchange alignment proposed at Wellesley. Both Wellesley Avenue and Haven Street are designated as principle arterials at this location. This site is currently served by STA routes 27 and 33.

- B. Project Description: This proposal is to amend the land use designation of two parcels (three platted lots) from "Office" to "CC Core" making their designation uniform with the land use designation of the properties to the east. The approximate combined size of the property is 19,050 square feet (0.44 acres). If approved, the zoning for the

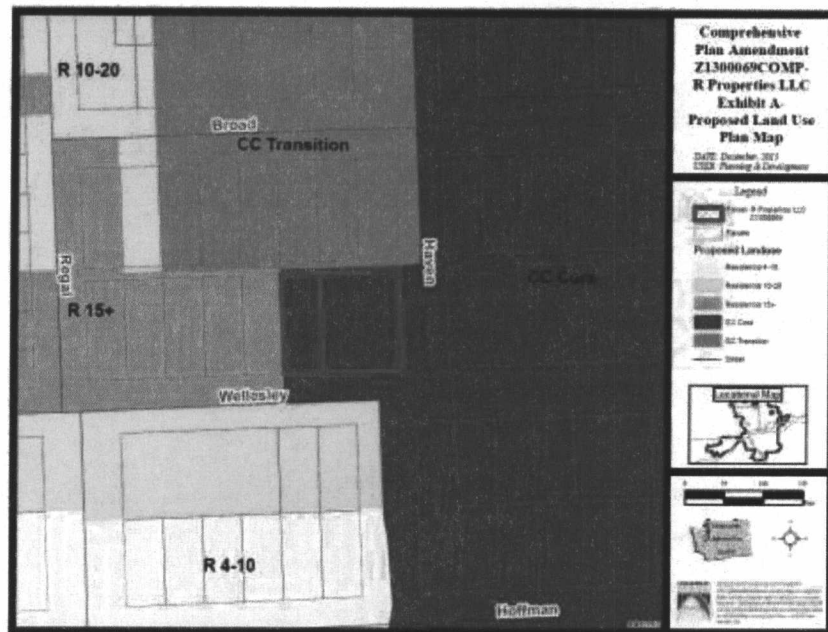


parcels would be Centers & Corridors, Type 2 – District Center (CC2-DC). No specific plans for the development of the property have been presented. Subsequent development of the site would be allowed in subject to all relevant provisions of the City's unified development code.

C. Existing Land Use Plan Map Designations



D. Proposed Land Use Plan Map



E. Zoning and Land Use Designation History:

The property is located in a section of the city that was annexed in September 24, 1924. The zoning designation in 1929 was multifamily residential called Class II Residential District. A check of the 1970 zoning map, indicates this property was zoned R4. The property was rezoned in 1996 from R4 to RO-1L (File Z9500083ZC); this permitted expanded office use. The description of the property in 1995 describes the easterly two lots as vacant at that time and the medical office as an existing structure but without medical office use. In 2003 there were Land Use Plan Map amendments to the Hillyard Business Corridor (Ordinances C-33242 and C-33243). On a 2005 zoning map, this property is zoned O (Office) with R4 still existing to the west of the property.

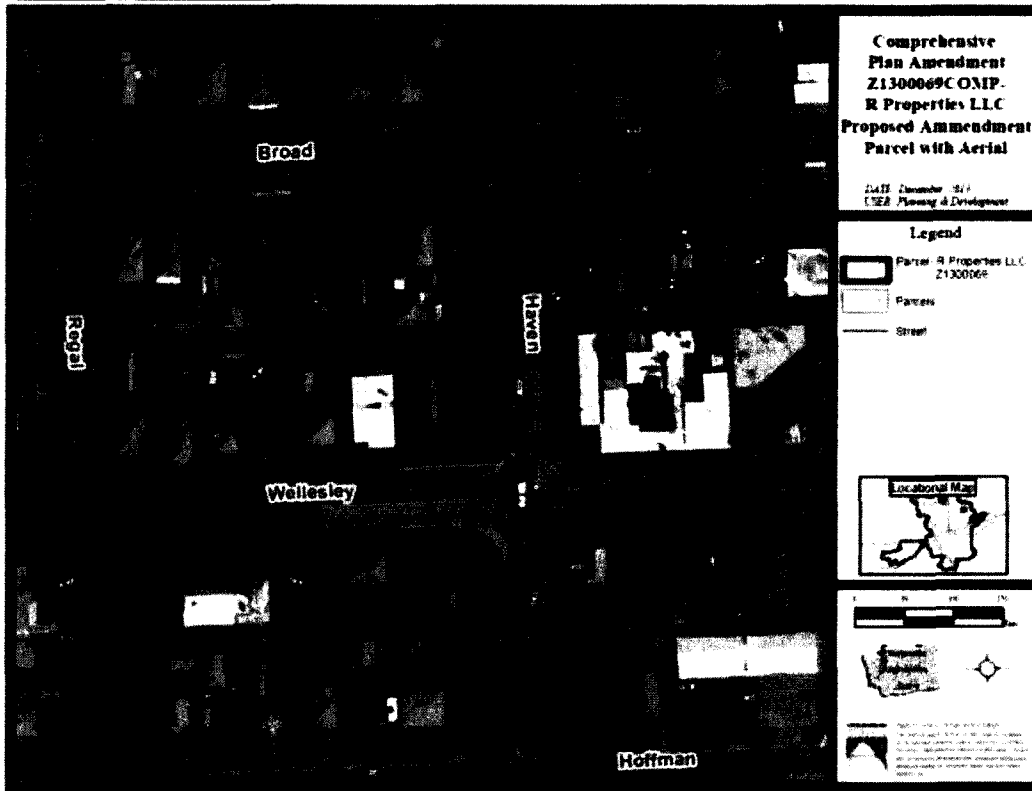
F. Adjacent Land Use:

The property is adjacent to two principal arterials: Wellesley Avenue and Haven Street. To the north, across the alley, is housing that is single family residential or apartments within converted single family residential structures. To the east of the site is a complex that has been boarded up for some years but was historically a nursing home facility. To the south is a church. To the west is a single family residence and on the lot directly west of that is a parking lot which historically served the doctor's office.

STA Bus Routes 27 and 33 service this site. Wellesley Avenue and Haven Street are designated as principal arterials at this location.

G. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan

### III. FINDINGS OF FACT:



- A. Site Description: The property consists of two tax parcels (three platted lots) with a combined area of approximately 19,050 square feet (0.44 acres) at the northwest corner of Wellesley Avenue and Haven Street. The property is vacant on the easterly parcel (two platted lots) and consists mostly of a flat, graveled surface. The westerly lot contains a small structure that was historically used as a doctor's office and is currently used by a church congregation to meet. Overall, the site is flat. An unpaved alley runs east to west along the north side of the property.

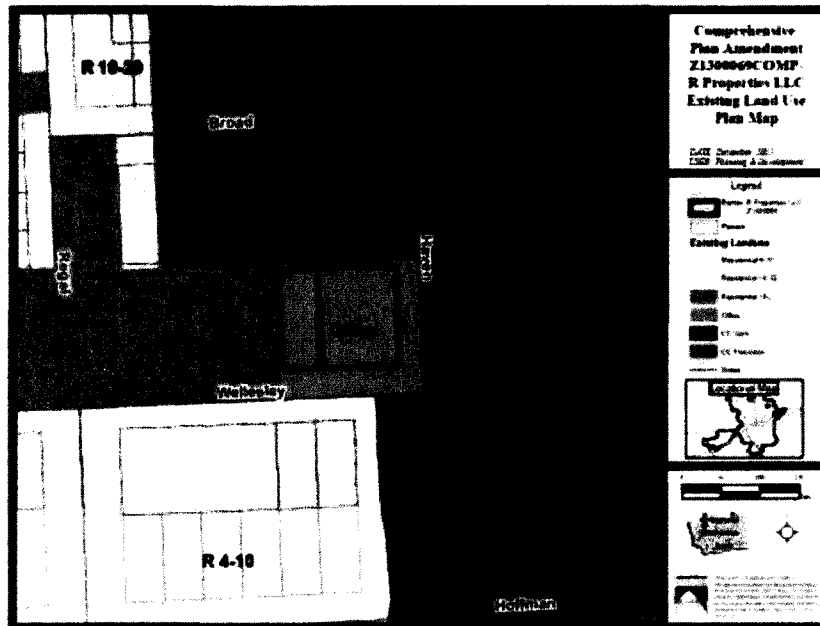
North of the site are residential homes, some appear to be single family use and some multifamily use. Across Wellesley to the south is St. Peter's Lutheran Church and a residential building owned by the church. Directly east, across Haven Street, there is an abandoned and currently boarded up property which historically served as a nursing home. To the west is a single family residence and a parking lot which historically served the medical building.

North Spokane Corridor project is proposed nearby, roughly in alignment with Market Street, with an interchange alignment proposed at Wellesley. Both Wellesley Avenue and Haven Street are designated as principle arterials at this location. This site is currently served by STA routes 27 and 33.

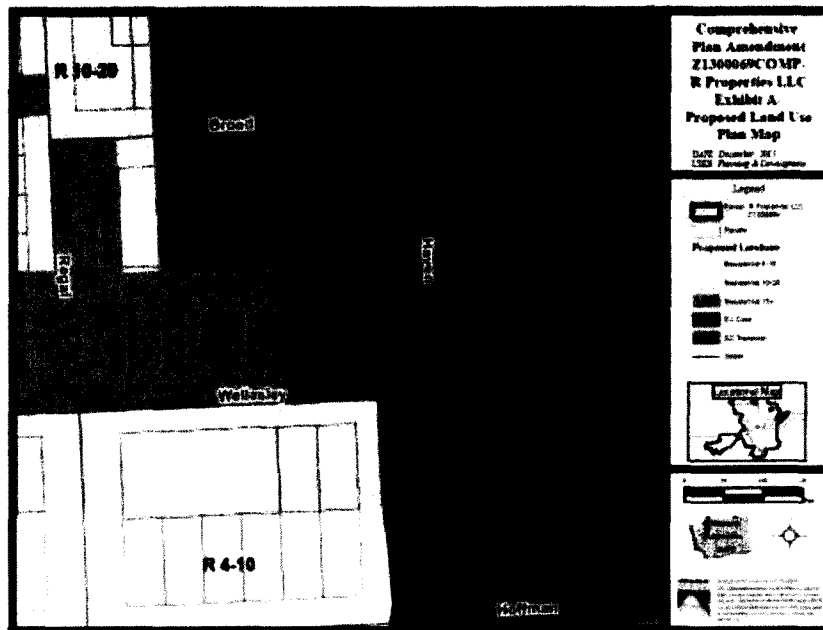
- B. Project Description: This proposal is to amend the land use designation of two parcels (three platted lots) from "Office" to "CC Core" making their designation uniform with the land use designation of the properties to the east. The approximate combined size of the property is 19,050 square feet (0.44 acres). If approved, the zoning for the

parcels would be Centers & Corridors, Type 2 – District Center (CC2-DC). No specific plans for the development of the property have been presented. Subsequent development of the site would be allowed in subject to all relevant provisions of the City's unified development code.

C. Existing Land Use Plan Map Designations



D. Proposed Land Use Plan Map



**E. Zoning and Land Use Designation History:**

The property is located in a section of the city that was annexed in September 24, 1924. The zoning designation in 1929 was multifamily residential called Class II Residential District. A check of the 1970 zoning map, indicates this property was zoned R4. The property was rezoned in 1996 from R4 to RO-1L (File Z9500083ZC); this permitted expanded office use. The description of the property in 1995 describes the easterly two lots as vacant at that time and the medical office as an existing structure but without medical office use. In 2003 there were Land Use Plan Map amendments to the Hillyard Business Corridor (Ordinances C-33242 and C-33243). On a 2005 zoning map, this property is zoned O (Office) with R4 still existing to the west of the property.

**F. Adjacent Land Use:**

The property is adjacent to two principal arterials: Wellesley Avenue and Haven Street. To the north, across the alley, is housing that is single family residential or apartments within converted single family residential structures. To the east of the site is a complex that has been boarded up for some years but was historically a nursing home facility. To the south is a church. To the west is a single family residence and on the lot directly west of that is a parking lot which historically served the doctor's office.

STA Bus Routes 27 and 33 service this site. Wellesley Avenue and Haven Street are designated as principal arterials at this location.

**G. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan**

**Amendment Procedures.****H. Procedural Requirements:**

- Application was submitted on October 30, 2013 and Certified Complete on November 26, 2013;
- Applicant was provided Notice of Application on April 3, 2013;
- Notice of Application was posted, published, and mailed on April 14, 2014, which began a 60 day public comment period. The comment period ended June 12, 2014;
- The applicant made a presentation regarding the proposal to the Hillyard Neighborhood Council on May 21, 2013;
- A SEPA Determination of Non Significance was issued on June 23, 2014;
- Notice of Public Hearing was posted and mailed by June 24, 2014;
- Notice of Public Hearing was published on June 25, 2014 and July 2, 2014;
- Hearing Date is scheduled with the Plan Commission for July 9, 2014.

**IV. DEPARTMENT REPORTS and PUBLIC COMMENT**

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file. No substantive comments were received on this proposal.

As of the date of the staff report, no written public comment had been received regarding this proposal. If public comment is received, it will be included in the packets forwarded to the Plan Commission and/or City Council.

**V. CONCLUSIONS**

SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, in evaluating proposal to amend the comprehensive plan. The following is a list of those considerations followed by staff analysis relative each.

**A. Regulatory Changes.**

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

Relevant facts: The proposal is being considered and processed in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code. There are no known recent state, federal or local legislative actions with which the proposal would be in conflict. Staff concludes this criterion is met.

**B. GMA.**

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

## Management Act.

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

*RCW 36.70A.010, Legislative findings.*

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

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The two goals that are most directly related to the land use element state:

- ♦ *Urban growth. “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.”*
- ♦ *Reduce sprawl. “Reduce the inappropriate conversion of undeveloped land into sprawling, low density development.”*

Based on the evaluation provided elsewhere in this report, staff concludes that the application is consistent with these and the rest of the GMA Planning goals and the overall purpose of the Growth Management Act.

### C. Financing.

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

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

Staff concludes that this criterion is met.

### D. Funding Shortfall.

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

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

E. Internal Consistency.

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

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

The applicant provided a discussion of the applicable Goals and Policies from the Comprehensive Plan which supports their request for the Land Use Plan Map Amendment. Staff has reviewed and concurs with the analysis prepared by the applicant. Goals and Policies from the City of Spokane Comprehensive Plan:

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

**Policy “LU 3.2 Centers and Corridors”** states: *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.*

The discussion for policy LU 3.2 is lengthy but suggests that centers should be designated for those areas which can encourage and support the intensity and diversity of land uses which are needed to provide the surrounding neighborhoods with daily goods and services as well to provide opportunities for higher density housing and amenities which support a walkable, multimodal environment. To accommodate growth, centers must include not only areas of existing higher intensity commercial and mixed use, but also areas for infill and redevelopment. It is also noted that this proposal is to increase the CC2-DC zoning by 19,050 square feet (.44 acres) is a minimal increase. The existing Market Street Corridor is significant with approximately 28 acres in CC2-DC zoning.

As a site near the Market Street Corridor with available infrastructure capacity and its ability to be developed with minimal disruption to existing uses in the area, the proposal is consistent with this policy. It is significant that this site is on two principal arterials and adjacent (approximately two blocks) from the proposed North Spokane Corridor interchange and is likely to support a higher intensity of land use than its current Office zoning allows.

Thus staff finds that by changing the land use plan map designation from Office to Center & Corridor Core, the range of potential uses of the site will be expanded and the property can be developed with a new use helping to contribute to the mix of uses in the corridor rather than remaining an unproductive gravel lot.

Staff concludes that this criterion is met.



F. Regional Consistency.

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

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

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

i. Land Use Impacts.

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

ii. Grouping.

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

Relevant facts: This application is being reviewed as part of the annual cycle of comprehensive plan amendments. This site is located adjacent to an area already designated CC Core as part of the North Market Street Corridor and with street designations on E Wellesley Avenue as principal arterial and N Haven Street as principal arterial. As such, the inclusion of this property into a Center & Corridor designation is a minimal addition which is a minor expansion of the existing corridor district boundaries. With the location being at the intersection of two principal arterials with a further planned interchange of the North South Corridor occurring within two blocks of this site, there are no indications that there will be adverse impacts by this action; the area has a high transportation capacity.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

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

2. DS.

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

required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, a review of other information available to the Director of Planning Services, and in recognition of the mitigation measures that will be required by State and local development regulations at the time of development, a Determination of Non-Significance (DNS) was issued on June 23, 2014.

Staff concludes that this criterion is met.

I. Adequate Public Facilities.

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

Relevant facts: All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal and no agency or department offered comments suggesting the proposal would affect the City's ability to provide adequate public facilities to the property or surrounding area or consume public resources otherwise needed to support comprehensive plan implementation strategies. Any specific site development impacts can be addressed at time of obtaining a building permit, when actual site development is proposed. Staff concludes that this criterion is met.

J. UGA.

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

Relevant facts: The proposal does not involve amendment of the urban growth area boundary. This criterion is not applicable to this proposal.

K. Consistent Amendments.

1. Policy Adjustments.

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

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;

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

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

2. Map Changes.

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

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

Relevant facts:

Relevant Comprehensive Plan policies are addressed in Criterion E above.

Staff concludes that the proposed amendment is compatible with neighboring land uses and is consistent with the Comprehensive Plan.

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

Relevant facts: This property is a relatively flat and level site located on Wellesley Avenue and Haven Street very near the proposed future interchange on Wellesley and the North Spokane Corridor. It has sufficient area and dimension so that it can easily be developed in accordance with the standards of the CC2-DC zone which will be applied to the property without negatively impacting adjacent or nearby uses and is directly served by STA Route 27 and Route 33. Staff finds that it is a suitable site.

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

Relevant facts: Staff finds that the proposed amendment is consistent with the Comprehensive Plan policies.

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

### 3. Rezones, Land Use Plan Map Amendment.

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

Relevant facts: The applicant has requested a corresponding change in the zoning classification to occur if the change to *Centers & Corridors Core* (CC Core) Land Use Plan Map designation is made. The applicant has requested CC2-DC zoning which matches the adjacent zoning designation to the east. This zoning category is commonly used to implement the centers and corridors designation and an appropriate classification for the Centers & Corridors Core designation as recommended by staff. The CC2-DC zoning designation has development standards set in unified development code, Spokane Municipal Code section 17C.122.

## L. Inconsistent Amendments.

### 1. Review Cycle.

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

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

### 2. Adequate Documentation of Need for Change.

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

- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

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

3. Overall Consistency.

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

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

## **VI. RECOMMENDATIONS**

**STAFF CONCLUSION:** For reasons outlined within this report, staff recommends that this Comprehensive Plan Land Use Map Amendment request be approved with the property designated be changed to "Center & Corridor Core" and that the zoning classification of the property be changed to Center and Corridor Type 2 District Center (CC2-DC).