

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that — decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 7, 2015

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 THURSDAYS 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 entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or 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. Agreement with Spokane Public School District No. 81 to modify the current limited commission granted by the Chief of Police to allow School Resource Officers employed by Spokane Public Schools to be armed and establishing mandatory training requirements and Spokane Police Department supervisory support—\$90,000 Revenue. The new commission is the “School Resource Officer Commission.” (Tabled for six months from June 1, 2015, Agenda until December 7, 2015, Agenda) (Relates to ORD C35266)
Sarah Lynds | Approve | OPR 2015-0436 |
| 2. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2015, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2015-0002 |
| 3. City Council Meeting Minutes: _____, 2015. | Approve
All | CPR 2015-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Hotel Motel Commission: Two Appointments.

Confirm

CPR 2004-0017

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

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

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35266 amending Ordinance No. C35185 passed the City Council November 24, 2014, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund - Police

FROM: IG Revenue, \$90,000,

TO: Various Accounts, same amount;

Sarah Lynds

(This action allows School Resource Officers employed by the Spokane Public Schools to be armed, and establishes mandatory training requirements and SPD supervisory support.) (Tabled for six months from June 1, 2015, Agenda until December 7, 2015, Agenda) (Relates to OPR 2015-0436)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2015-0124 Recognizing the attached *Peaceful Valley Neighborhood Action Plan* as a declaration of the neighborhood's desired future condition, providing direction for neighborhood-based improvement activities, as well as neighborhood priorities involving future projects.

Jo Anne Wright

RES 2015-0125 Supporting various electoral reforms including a United States Constitutional Amendment granting an explicit right to vote, universal voter registration in Washington state including the automatic preregistration of sixteen and seventeen year olds, and the Washington Voting Rights Act.

Council President Stuckart

RES 2015-0126 Providing for the closure of Madison Street located between 3rd Avenue and Freeway Avenue and authorizing a Revocable License and Permit to allow the construction of allowed improvements in the public right-of-way.

Kris Becker

ORD C35326 (To be considered under Hearings Item H1.)

ORD C35175 (To be considered under Hearings item H2.b.)

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35328 Relating to golf cart and alternative vehicle zones in the City of Spokane; amending chapter 16A.63 of the Spokane Municipal Code.

Council President Stuckart

ORD C35329 Relating to amendments to the abandoned property registration program in the City of Spokane; amending sections 08.02.0675 and 17F.07.520 of the Spokane Municipal Code.

Council Member Waldref

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | |
|--|--|--------------------------|
| <p>H1. Final Reading Ordinance C35326 of the City of Spokane, Washington, adopting a Six-Year Citywide Capital Improvement Program for the years 2016 through 2021, and amending Section 5.5 Capital Facilities Program of the City of Spokane Comprehensive Plan.</p> <p>Katherine Miller</p> | <p>Pass Upon
Roll Call
Vote</p> | <p>ORD C35326</p> |
| <p>H2. a. Vacation of alley between Rowan Avenue and Nebraska Avenue from Julia Street to Myrtle Street as requested by Kelly M. Beechinor.</p> <p>Eldon Brown</p> | <p>Approve
Subject to
Conditions</p> | |
| <p>b. First Reading Ordinance C35175 vacating the alley between Rowan Avenue and Nebraska Avenue from Julia Street to Myrtle Street as requested by Kelly M. Beechinor.</p> | <p>Further
Action
Deferred</p> | <p>ORD C35175</p> |

**Motion to Approve Advance Agenda for December 7, 2015
(per Council Rule 2.1.2)**

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 December 7, 2015, Regular Legislative Session of the City Council is adjourned to December 14, 2015.

NOTES

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

12/07/2015

Date Rec'd

11/23/2015

Clerk's File #

OPR 2015-0436

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

SARAH LYNDS 625-4056

Project #**Contact E-Mail**

SLYNDS@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680-SCHOOL RESOURCE OFFICER COMMISSION

Agenda Wording

Agreement with Spokane Public Schools (SPS) to modify the current limited commission granted by the Chief of Police to allow School Resource Officers (SROs) employed by SPS to be armed. The new commission is the "School Resource Officer Commission".

Summary (Background)

In the wake of national attention surrounding school shootings, efforts have been made across the country to increase supports surrounding school safety and security and to equip school personnel with the tools necessary to protect students and staff. SPS and the Spokane Police Department have reached an agreement which would allow SRO's to carry firearms. An SPD supervisory Sergeant will be assigned full time to SPS. Term: 06/01/2015-12/31/2017. Funding - 2015 - \$90,000.00.

Fiscal Impact**Budget Account**

Select \$

#

Revenue \$ 90,000.00

0680-11100-21221-34210

Select \$

#

Select \$

#

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

DOBROW, RICK

Study Session

PSC 05/18/2015

Division Director

DOBROW, RICK

Other**Finance**

SALSTROM, JOHN

Distribution List**Legal**

WHALEY, HUNT

achirowamangu

For the Mayor

SANDERS, THERESA

ewade

Additional Approvals

slynds

Purchasing

mmartinez

tmeidl

mmuramatsu

Contract Accounting

Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
School Resource Officer Commission
May 18, 2015

Subject

A modification to the current Limited Commission granted by the Chief of Police allowing School Resource Officers employed by the Spokane Public Schools to be armed, and establishing mandatory training requirements and SPD supervisory support.

Background

For a number of years, school resource officers (SROs) employed by the Spokane Public Schools have been empowered by the Chief of Police with a special police officer commission (also known as a “limited commission”) to fulfill many law enforcement functions on school campuses. In the wake of national attention surrounding school shootings, efforts have been made across the country to increase supports surrounding school safety and security and to equip school personnel with the tools necessary to protect students and staff. Consistent with this purpose, the Spokane Public Schools and the Spokane Police Department have reached an agreement which would allow SRO’s to carry firearms.

Impact

The impact of this modification to what will now be referred to as “The School Resource Officer Commission” is increased emergency preparedness and security on school campuses with excellent collaboration and communication with the Spokane Police Department. Under this agreement, SROs will work more closely with SPD, receive more firearms training and have more authority to respond to emergent situations which will directly benefit students and staff. An SPD supervisory Sergeant will be in assigned full time to SPS.

Action

This action consists of modifying the School Resource Officer Commission, which will increase security on school campuses by allowing SROs to carry firearms and receive enhanced training and supervision from SPD.

Approve

Funding

Reimbursement from SPS for an SPD sergeant’s annual salary
From MOU signature to August 31, 2015 - \$90,000.00
From September 1 2015 - \$125,000.00

AGREEMENT
between
CITY OF SPOKANE
and
SPOKANE PUBLIC SCHOOL DISTRICT NO. 81

SPD LIMITED COMMISSION: "SCHOOL RESOURCE OFFICER COMMISSION"

THIS AGREEMENT ("Agreement") is between the CITY OF SPOKANE ("City"), whose address is 1100 West Mallon Avenue, Spokane, Washington 99260; and SPOKANE PUBLIC SCHOOL DISTRICT NO. 81 ("SPS"), whose address is Administration Building, 200 North Bernard Street, Spokane, Washington 99201.

WHEREAS, the City and SPS have had a long standing and cooperative relationship in working together to provide police services in and for the SPS under the provisions of chapter 10.41A of the Spokane Municipal Code; and

WHEREAS, the City's Police Department ("SPD"), in utilizing School Resource Officers to provide law enforcement services in the schools, recognizes both the strong need of the SPD for this auxiliary law enforcement service as well as the invaluable resource provided by School Resource Officers; the foregoing Agreement addresses the School Resource Officer (SRO) commission.

IT IS, THEREFORE, MUTUALLY AGREED THAT District 81 School Resource Officers will operate under the terms as stated in the following paragraphs:

The Parties agree as follows:

I. AUTHORITY TO GRANT THE SCHOOL RESOURCE OFFICER COMMISSION.

As authorized by SMC 10.41A.030, a special police officer is an individual employed by someone other than the City police department for security purposes having a commission from the chief of police to exercise the powers of a law enforcement officer limited to the scope of his employment and the terms of his commission. It is the SPD Chief of Police who grants this commission and under whose terms the scope of authority is defined.

II. PURPOSE OF AGREEMENT.

As authorized by SMC 10.41A.020, the commissioning of special police officers plays a valuable role in assisting the SPD in carrying out its law enforcement responsibilities by conferring upon persons certain law enforcement authority in limited and specific instances. School Resource Officers are an important partner in carrying out law enforcement responsibilities on the campuses of the Spokane Public Schools. In recognition of the high volume of criminal

investigations and community caretaking functions carried out on and around school campuses and associated with school activities throughout Spokane, it is the purpose of this agreement to formalize the partnership between the Spokane Police Department and Spokane Public School District No. 81. In doing so, this agreement intends to define with specificity the nature of the commission granted to District 81 School Resource Officers so that it is clear and reflective of their ongoing duties and responsibilities.

It is also the intent of this agreement to acknowledge the very serious nature of the law enforcement responsibilities delegated through this special School Resource Officer Commission, and to ensure that tracking, record-keeping, oversight and coordination with the Spokane Police Department occurs as an imperative of this special commission. Finally, this agreement serves to replace all missives, memos and other prior communications, whether verbal, electronic or in writing, pertaining to the nature of the special commission granted to District 81 School Resource Officers.

III. LEVEL OF COMMISSION

Under this agreement, District 81 School Resource Officers have a specially designated Spokane Police Department commission separate and distinct from other commissions. This commission shall be known as the *School Resource Officer Commission*. The authority of this commission to carry out law enforcement functions shall be as outlined below.

IV. SCOPE OF AUTHORITY LIMITED TO PARAMETERS OF COMMISSION

District 81's scope of authority is defined in this agreement. In the discharge of their law enforcement duties, District 81 School Resource Officers may not exceed the scope of the special commission that has been authorized by the Chief of Police under this agreement.

V. ENFORCEMENT AUTHORITY

SPS School Resource Officers will have the authority granted by their commission:

A. *Authority to Stop, Detain and Investigate*

School Resource Officers have the authority, under this commission, to investigate any suspicious or illegal activity as it relates to the safety and security interests of the Spokane Public Schools and to initiate lawful detentions based upon reasonable, articulable suspicion.

B. *Crimes Subject to Investigation:*

School Resource Officers have the authority to investigate the following crimes within the geographical limits set forth by this agreement:

1. All violations of city ordinances under the Spokane Municipal Code.
2. State laws regarding misdemeanors and gross misdemeanors.
3. Felonies

Any egregious felonies, or those felonies not typically encountered by School Resource Officers, will be investigated with the advisement or consultation of the SPD, who may respond to consult or assist.

C. Authority to Arrest

School Resource Officers shall have the authority to arrest individuals for whom they have developed probable cause or for whom a valid arrest warrant exists.

D. Authority to Transport and Book Upon Arrest

School Resource Officers are authorized to make arrests and they are authorized to transport arrested individuals to the Spokane County Jail and to perform the booking process. Bookings are to be handled in accordance with the policy and procedures of the Spokane Police Department and the Spokane County Jail / Juvenile Detention.

E. Enforcement of Truancy Laws

School Resource Officers have the authority to contact, detain and transport truants, as defined by RCW 26A.225.010 through 26A.225.140, within Spokane City limits, and deliver the child to: (1) the custody of a person in parental relations to the child; (2) the school from which the child is absent; or (3) a program designated by the school district.

F. Enforcement of Domestic Violence Laws and Orders

School Resource Officers have the authority and are authorized to enforce domestic violence laws and to serve domestic violence orders issued through the courts. They will follow the procedures set forth by law and the Spokane Police Department.

G. Parking Enforcement

School Resource Officers may issue parking infractions on school property, designated parking lots, joint use property, in school zones, and on vehicles in neighborhoods where students, school staff and school visitors are known to park.

H. Traffic Enforcement

School Resource Officers are authorized to issue traffic citations for negligent and reckless driving committed by individuals in designated areas (see section VI).

I. Crowd Management

School Resource Officers have the authority to provide crowd management at athletic events, graduations, dances, proms, and other school related activities.

J. Community Caretaking

School Resource Officers have the authority to make lawful contacts within their community caretaking capacity. This includes contact with individuals for non-criminal, non-investigatory purposes when the officer subjectively believes that assistance is needed for health or safety reasons, for the well-being and protection of a student, or where the situation requires emergency aid or a routine check for health and safety purposes.

VI. GEOGRAPHICAL SCOPE OF AUTHORITY

School Resource Officers have the authority, under this commission, to investigate any suspicious or illegal activity as it relates to the safety and security interests of the Spokane Public Schools in the following geographical areas:

- a. School grounds.
- b. Areas that immediately abut and adjoin any school grounds.
- c. Recognized extensions of school property.
- d. Abutting properties such as parks and areas where school playgrounds overlap City parks.
- e. Joint use property.
- f. In areas of known student congregation.
- g. School parking lots.
- h. Shared parking areas.
- i. School buses.
- j. School bus stops.

- k. On or around, or in areas associated with, privately contracted transportation vehicles.
- l. Designated school crossings.
- m. All locations where school activities take place, including off site locations.

VII. SPD ASSISTANCE FOR EMERGENCY SITUATIONS

In emergent or escalating situations presenting a safety or security threat, SRO's will request additional SPD assistance.

VIII. PERSONS WHO MAY BE CONTACTED BY SRO'S

SRO's have the authority to contact anyone within the parameters defined by this agreement if there is an articulable nexus between the person and school safety and security. SRO's may investigate crimes within the defined geographical locations involving any person who presents a safety and security threat to the school, its students, employees or visitors. With a legitimate nexus to school safety and security or crimes committed within the geographical limits of SRO authority, SRO's may go outside the geographical boundaries to contact parents, suspects, witnesses or victims in the course of their investigation.

IX. ARMED STATUS.

A. Authority to Carry Firearms - Dependent on Background Screening

As referenced in XII(B)(1) below, each candidate to receive an SRO Commission must submit to a background investigation including a check of criminal history, a psychological examination, and a polygraph test, the results of which shall be used by SPD to determine the candidate's suitability for a limited commission.

SPS understands that under RCW 49.44.120 SPS cannot require an SPS employee to submit to a polygraph examination. SPS also understands that a polygraph examination is a requirement of the SPD and that it is a prerequisite of the SPD to arming SPS SRO's. Under this MOU SPS is not requiring its SRO's to submit to a polygraph examination but understand that they can volunteer to take the polygraph examination as an applicant to become a commissioned and armed officer under the authority of the SPD. SRO's who otherwise qualify for a limited commission but elect not to take a polygraph will not be authorized to carry firearms.

B. Issuance and Regulation of Firearms

Firearms to be carried by SRO's will be purchased by SPS and issued through the SPD. SROs will carry their firearms and a holster system as approved by the SPD Range Master. SROs will qualify and carry all firearms

in accordance with SPD Policy. If at any time an SRO is deemed unqualified to carry a firearm, the SRO shall not carry such firearm until so qualified. Regular maintenance of the firearms will be in accordance with SPD Policy.

C. Storage of Firearms

General storage of firearms will be governed by SPD Policy. By mutual agreement, the Range Master of the SPD will coordinate the long term storage of surplus SPS firearms and will be responsible for the storage of any firearms during such times that SRO's are not employed while an SRO is on extended leave. SRO's will otherwise store their weapons in accordance with SPS policies and procedures.

X. DOCUMENTATION AND REPORT WRITING.

- A. Initial writing, screening and correction of reports shall be the responsibility of SPS under the direction of both the SPS sergeant and the SPD sergeant assigned to supervise SRO's, as discussed in paragraph XVA.
- B. All police reports and other information will be completed and forwarded to SPD in a timely manner, in accordance with SPD Policy and consistent with all other applicable laws, including the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g.
- C. SPS and SPD will work towards integrating SPS into SPD electronic reporting systems. Likewise, SPS and SPD will work towards educating SRO's as to the restrictions on data sharing and the other rules set forth by FERPA and SPS policy.

XI. INFORMATION ACCESS.

- A. School Resource Officers may not personally access police databases. In coordination with SPD, School Resource Officers may request information from police databases necessary to carry out their legitimate law enforcement duties. They must specify the purpose of the request.
- B. School Resource Officers may request information from the following:
 - 1. CAD/RMS, State and National Data with respect to the following:
 - a. officer safety
 - b. subject identification
 - c. warrant status (warrant status will only be a yes or no for national and state status/no details will be available)
 - d. criminal history (conviction and non-conviction data)

2. DOL registered owner information.
3. GangNet

Exclusions:

- C. School Resource Officers shall not have access to NCIC III.

XII. QUALIFICATIONS OF SRO's.

- A. As a precondition to being granted a School Resource Officer Commission, SPS will ensure that each employee has completed the reserve officer academy. The SPD Chief of Police may, on a case by case basis, consider a candidate's prior training and experience and elect to waive the reserve academy requirement.
- B. In addition, before receiving an SRO limited commission, a potential SRO candidate must meet the following additional conditions:
 1. Submit to a background investigation including a check of criminal history, a psychological examination, and a polygraph test, the results of which shall be used by SPD to determine the candidate's suitability for a limited commission. The background investigation, psychological examination and the polygraph examination shall be administered in accordance with the requirements of RCW 43.101.095(2).

As indicated in V(1) above, SPS understands that under RCW 49.44.120 SPS cannot require an SPS employee to submit to a polygraph examination. SPS also understands that a polygraph examination is a requirement of the SPD and that it is a prerequisite of the SPD to arming SPS SRO's. Under this MOU SPS is not requiring its SRO's to submit to a polygraph examination but understand that they can volunteer to take the polygraph examination as an applicant to become a commissioned and armed officer under the authority of the SPD. SRO's who otherwise qualify for a limited commission but elect not to take a polygraph will not be authorized to carry firearms.

2. Give an oath to uphold the Constitution and laws of the United States and of the State of Washington, as well as the Charter and ordinances of the City of Spokane.

XIII. TRAINING.

- A. SPS will coordinate all SPD training through the Spokane Police Academy. All SRO's must complete a minimum of twenty four (24) hours of annual inservice training. This training may cover, but is not limited to, content from the following subject areas:

1. Legal updates
2. Criminal law
3. Juvenile law
4. Criminal procedures
5. Officer safety
6. Defensive tactics and control techniques
7. Vulnerable populations
8. Gangs
9. Domestic Violence
10. Crisis Intervention/De-escalation Training
11. FERPA

- B. This training shall be a collaborative effort between SPS and the SPD. SPD will provide inservice training and a training venue at no cost to SPS. While SPD will make every effort to provide specialized training at no cost, some circumstances may involve negotiations over fees. These will be a coordinated effort, dependent upon the specific circumstances.

1. SRO's will additionally be required to meet the CJTC basic training requirement for Reserve Officers, as set forth in WAC 139-05-810.
 - a. Passing entry requirements; and
 - b. Completing the basic course of instruction for reserves as required by the commission, or waiver.
2. Failure to maintain appropriate training minimums will result in loss of commission. In the event that an SRO fails to meet the requisite

number of training hours required to maintain the commission under this Agreement, the Chief of Police or his designee shall notify the SPS Director of Security of such and allow SPS an opportunity to ensure that the training minimums are met.

C. Documentation of Training and Reporting to SPD.

The Spokane Police Academy will maintain records of all law enforcement commission related training.

1. Training records will be provided to the Police Academy administrative assistant for archiving.
2. Training records will be provided on an ongoing basis.

XIV. DUTY TO ENSURE VALID COMMISSION AND SCOPE OF EMPLOYMENT.

SPS and the Spokane Police Academy will coordinate efforts to assist SRO's in the maintenance of their certifications.

XV. SUPERVISORY CONTROL OVER SRO's.

A. Supervisory Sergeant

SPD shall provide a sergeant assigned full time to SPS to supervise armed SRO's in their law enforcement functions. Because of the expanded law enforcement authority of SRO's and their armed status, the SPD Sergeant shall have supervisory responsibility in reference to the armed SRO program. The SPD sergeant shall report both to the SPS Director of Safety, Security and Transportation as well as to a designated SPD Lieutenant. SPS shall participate in the selection process of the SPD sergeant.

B. Other Duties of the SPD Sergeant

The SPD sergeant shall be responsible for maintaining the firearms training program and for the reserve level training for armed SRO's.

C. Funding of the SPD Sergeant

From the date the MOU is signed until August 31, 2015, SPS will cover the SPD sergeant's annual salary in the amount of \$90,000, prorated. Beginning September 1, 2015, SPS will cover the SPD sergeant's annual salary and benefits in the amount of \$125,000.

D. Law Enforcement Functions

"Law enforcement functions" are defined for purposes of this Agreement: as duties related to the discovery, prevention, investigation and prosecution of crime.

E. Employment Functions

All SPS employment functions shall remain under the sole purview of SPS. "Employment functions" are defined for purposes of this Agreement; as duties related to maintaining order and discipline in the classroom and on school grounds.

Deployment of Resources

1. SPS will be primarily responsible for the allocation of personnel throughout its properties.
2. SPS will consider deployment strategies based off SPD Crime Analysis intelligence and problem based policing strategies.

XVI. EQUIPMENT.

SPS will be primarily responsible for purchasing the necessary equipment for their SRO employees. This equipment will meet the standards set forth by the SPD. Occasionally, certain equipment will need to be purchased through SPD. In the event of this occurrence cooperative efforts will be taken to ensure SPD is reimbursed for the items.

XVII. COMPLAINT AND INVESTIGATION PROCEDURES.

Because SRO's are armed and operate under the authority of the Chief's limited commission and under the supervision of an SPD sergeant, both Parties agree to a cooperative approach to investigations and complaints as they relate to the use of force. Complaint and investigation procedures are delegated as follows:

A. SPD Authority:

1. SPD shall have authority over all investigations which pertain to the exercise of law enforcement functions as defined in XV(D); and
2. Any complaint or investigation referencing use of force, arrest of person, search of persons or property or seizure of persons or property. SPD

may defer complaints it deems minor regarding the above to SPS Security Supervisors.

3. SPS may shadow and/or monitor any SPD investigation of an SRO if and as agreed upon by SPD.
4. SPS employees shall have the right to union representation during such investigations.

B. SPS Authority:

1. SPS may conduct their own independent investigations of SRO involved incidents related to employment functions as defined in XV(E) as allowed by the SPS collective bargaining agreement, state law and where such incidents do not pertain to the exercise of law enforcement powers relating to the SRO commission.
2. SPS independent investigations shall be conducted by the Director of Security, the SRO Supervisor and SPS Human Resources.
3. SPS investigations shall not extend to officer involved critical incidents as outlined in section XVII(D). The investigative results shall be shared with SPD; and
4. Any complaint or investigation regarding the demeanor of the SRO; and
5. Any complaint or investigation falling outside the parameters of the SRO commission; and
6. SPS employees shall have the right to union representation during such investigations.

C. Disposition and Information gleaned from SRO investigations conducted by either party.

1. The SPD agrees to provide SPS with records it deems appropriate as to SPD investigations of SRO's.
2. SPS agrees to provide the SPD with dispositions it deems appropriate as to SPS investigations of SRO's to the extent allowed under any applicable SRO's bargaining agreement.

D. Officer Involved Critical Incident.

"Officer Involved Critical Incidents" are defined for purposes of this Agreement: as officer involved fatalities and other major incidents involving an SRO which may have possible criminal liability attached.

1. Should an SRO be involved in a critical incident involving the use of force resulting in serious injury or death of another during the course of their law enforcement duties, the SPD's critical incident protocol will govern. Pursuant to this protocol, the Spokane Investigative Regional Response ("SIRR") team shall immediately commence a thorough, fair, complete, and professional investigation, free of conflicts of interest. Under this protocol, SRO's will be subject to the same procedures as all Spokane Police Reserve Officers and Spokane Police Officers. (See attached SIRR Protocol).
2. SPS acknowledges that critical incidents involving the use of force resulting in serious injury or death are sensitive in nature and require a thorough investigation by law enforcement. In the event of a critical incident involving the serious injury or death of another person, SPS agrees to cooperate with the SIRR investigation. SPS will also cooperate with SPD to facilitate the integrity and impartiality of the SIRR investigation.
3. SPS employees shall have the right to union representation during such investigations.
4. In the aftermath of an officer involved critical incident, the chief of police shall have exclusive authority to address initial public statements and media commentary surrounding the incident.

E. Revocation of Limited Commission Authority.

The SPD, under the authority of the Chief of Police, can revoke the commission of an SRO, at its discretion.

XVIII. LIABILITY

- A. City shall defend, indemnify, and hold SPS harmless for, from, and against any claim or cause, including defense costs and fees, and satisfaction of settlement, or judgment thereon, asserted against SPS which is solely based on the alleged fault of City or an SRO in the course of its, his, or her performance of law enforcement functions as described in this Agreement, to include without limitation any claim or cause alleging negligent, improper, or unlawful grant by SPD of an SRO's commission; training of an SRO by SPD; use of force; search, seizure, or exercise of

law enforcement authority by an SRO; conduct by an SRO deviating from law enforcement training, standards, policy, or procedure.

- B. SPS shall defend, indemnify, and hold City harmless for, from, and against any claim or cause, including defense costs and fees, and satisfaction of settlement or judgment thereon, asserted against City which is solely based on the alleged fault of SPS or an SRO in the course of its, his, or her performance of any of SPS's obligations under this Agreement or within the scope of an SRO's employment functions as described in this Agreement.
- C. If a claim or cause is asserted against either or both SPS and/or City based on allegations that are reasonably susceptible to a finding of dual, overlapping, concurrent, or in-concert fault of both SPS, City, and/or SPD or of breaches by SPS, City, and/or SPD of their respective duties as described in this Agreement, then SPS and City shall each separately satisfy any settlement or judgment payment responsibility to the extent, only, of its own separable and allocable percentage share of fault for the claimant's/plaintiff's damages; and in such event SPS and City each shall, at its own respective expense, fund attorney fees and costs in defense of and to the extent of its own separable and allocable exposure to satisfaction of such judgment or settlement on such claim or cause.

XIX. ADMINISTRATION AND ASSISTANCE.

The administration of this Agreement shall be performed by the SPD designated Lieutenant who shall provide assistance and guidance to SPS necessary for the performance of this Agreement.

XX. TERM OF AGREEMENT.

This Agreement takes effect on June 01, 2015 and ends December 31, 2017, when it will be reviewed and updated or extended by mutual agreement. Either City or SPS may initiate discussions to amend or modify this Agreement or any of its terms at an earlier date. Either party may terminate the Agreement with ninety (90) days written notice to the other party.

XXI. AGREEMENT MODIFICATION.

This Agreement may be amended or modified by mutual agreement of the Parties. Such amendments shall not be binding unless they are in the same formality of this Agreement; in writing and signed by personnel authorized to bind each of the Parties and the Chief of Police.


XXII. ALL WRITINGS CONTAINED HEREIN.

This Agreement is merged and fully integrated, it contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior memos, emails and other writings on this matter are null and void.

XXIII. RCW 39.34 REQUIRED CLAUSES.

- A. Purposes. See Section No. II above.
- B. Duration. See Section No. XX above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be filed with the City of Spokane City Clerk's Office, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

SPOKANE POLICE DEPARTMENT


Frank G. Straub Jr.
Chief of Police

5/11/15
Date

SPOKANE PUBLIC SCHOOL DISTRICT NO. 81



Dr. Shelley Redinger
Superintendent

5/14/15
Date

CITY OF SPOKANE


David A. Condon
Mayor

5/14/15
Date


Nancy Isserlis
City Attorney

5/14/15
Date

Agreement re "School Resource Officer Commission"
May 8, 2015

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This Agreement is merged and fully integrated, it contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior memos, emails and other writings on this matter are null and void.

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SPOKANE POLICE DEPARTMENT




Frank G. Straub Jr.
Chief of Police

5/11/15

Date

SPOKANE PUBLIC SCHOOL DISTRICT NO. 81




Dr. Mark Anderson
Associate Superintendent

5-14-15

Date

CITY OF SPOKANE



David A. Condon
Mayor

5/14/15

Date



Nancy Isserlis
City Attorney

5/14/15

Date

Agreement re "School Resource Officer Commission"
May 8, 2015



Agenda Sheet for City Council Meeting of:
12/07/2015

Date Rec'd	11/20/2015
Clerk's File #	CPR 2004-0017
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	KATIE ROSS 625.6716
Contact E-Mail	KROSS@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT OF MEREDITH RAINVILLE TO SPOKANE HOTEL MOTEL COMMISSION

Agenda Wording

Appointment of Meredith Rainville to the Spokane Hotel Motel Commission for a term of November 30, 2015 to November 30, 2018.

Summary (Background)

Appointment of Meredith Rainville to the Spokane Hotel Motel Commission for a term of November 30, 2015 to November 30, 2018.

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



Agenda Sheet for City Council Meeting of:
12/07/2015

<u>Date Rec'd</u>	11/20/2015
<u>Clerk's File #</u>	CPR 2004-0017
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	KATIE ROSS 625.6716
<u>Contact E-Mail</u>	KROSS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT OF DEAN FELDMEIER TO THE SPOKANE HOTEL MOTEL COMMISSION

Agenda Wording

Appointment of Dean Feldmeier to the Spokane Hotel Motel Commission for a term of November 30, 2015 to November 30, 2018.

Summary (Background)

Appointment of Dean Feldmeier to the Spokane Hotel Motel Commission for a term of November 30, 2015 to November 30, 2018.

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

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

12/07/2015

Date Rec'd

5/21/2015

Clerk's File #

ORD C35266

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

SARAH LYNDY 625-4056

Project #**Contact E-Mail**

SLYNDY@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

0680-EBO-REVENUE-SPS SCHOOL RESOURCE OFFICER COMMISSION

Agenda Wording

Amending Ordinance No. C35185 and appropriating funds in the General Fund From: IG Law Enforcement Services, To: Various Accounts - \$90,000.00.

Summary (Background)

On 05/14/2015 the City of Spokane signed an agreement with Spokane Public Schools District No. 81 that modifies the current Limited Commission granted by the Chief of Police allowing School Resource Officers employed by SPS to be armed and establishing mandatory training requirements and SPD supervisory support. An SPD supervisory Sergeant will be in assigned full time to SPS. This position will be reimbursed by SPD from the date of signing to December 31, 2015.

Fiscal Impact**Budget Account**

Revenue \$ 90,000.00

0680-11100-21221-99999-33821

Expense \$ 90,000.00

0680-VARIOUS - See Attached EBO

Select \$

#

Select \$

#

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

DOBROW, RICK

Study Session

PSC 05/18/2015

Division Director

DOBROW, RICK

Other**Finance**

SALSTROM, JOHN

Distribution List**Legal**

DALTON, PAT

achirowamangu

For the Mayor

SANDERS, THERESA

ewade

Additional Approvals

slynds

Purchasing

ORDINANCE NO C35266

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0680-11100	General Fund – Police	
	99999-33821	IG Revenue	<u>\$ 90,000</u>
	21221-09150	Police Sergeant	\$ 70,000
	21221-51640	Deferred Compensation-Matching	\$2,500
	21221-52110	Social Security	\$ 800
	21221-52230	Pension LEOF II	\$3,400
	21221-52310	Medical Insurance	\$12,000
	21221-52320	Dental Insurance	\$1,000
	21221-52330	Life Insurance	\$40
	21221-52340	Disability Insurance	\$230
	21221-52345	Police Legal Defense Ins.	\$20
	21221-52400	Industrial Insurance	\$10
			<u>\$90,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reflect additional revenue and expenses arising from the need to establish a new Sergeant position to oversee the Spokane Public Schools School Resource Officer (SRO) program and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
School Resource Officer Commission
May 18, 2015

Subject

A modification to the current Limited Commission granted by the Chief of Police allowing School Resource Officers employed by the Spokane Public Schools to be armed, and establishing mandatory training requirements and SPD supervisory support.

Background

For a number of years, school resource officers (SROs) employed by the Spokane Public Schools have been empowered by the Chief of Police with a special police officer commission (also known as a “limited commission”) to fulfill many law enforcement functions on school campuses. In the wake of national attention surrounding school shootings, efforts have been made across the country to increase supports surrounding school safety and security and to equip school personnel with the tools necessary to protect students and staff. Consistent with this purpose, the Spokane Public Schools and the Spokane Police Department have reached an agreement which would allow SRO’s to carry firearms.

Impact

The impact of this modification to what will now be referred to as “The School Resource Officer Commission” is increased emergency preparedness and security on school campuses with excellent collaboration and communication with the Spokane Police Department. Under this agreement, SROs will work more closely with SPD, receive more firearms training and have more authority to respond to emergent situations which will directly benefit students and staff. An SPD supervisory Sergeant will be in assigned full time to SPS.

Action

This action consists of modifying the School Resource Officer Commission, which will increase security on school campuses by allowing SROs to carry firearms and receive enhanced training and supervision from SPD.

Approve

Funding

Reimbursement from SPS for an SPD sergeant’s annual salary
From MOU signature to August 31, 2015 - \$90,000.00
From September 1 2015 - \$125,000.00



Agenda Sheet for City Council Meeting of:
12/07/2015

Date Rec'd	11/20/2015
Clerk's File #	RES 2015-0124
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JO ANNE 625-6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - PEACEFUL VALLEY NEIGHBORHOOD ACTION PLAN		

Agenda Wording

A Resolution recognizing the attached Peaceful Valley Neighborhood Action Plan as a declaration of the neighborhood's desired future condition, providing direction for neighborhood-based improvement activities, as well as neighborhood priorities

Summary (Background)

The Peaceful Valley Neighborhood Action Plan is the neighborhood's vision for future local improvement activities in the neighborhood and is recognized as a written record of the Peaceful Valley neighborhood's ongoing desire and efforts to continue to build a vibrant, healthy, active, safe, and connected neighborhood for all Peaceful Valley residents.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 10/19/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	jwright@spokanecity.org	
Additional Approvals		jmueler@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		cbrazington@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

involving future projects.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List



Peaceful Valley neighborhood action plan

September 2015



ACKNOWLEDGEMENTS

The Peaceful Valley Neighborhood Plan is the result of the collective efforts of the City of Spokane and neighborhood residents. A special thanks to everyone in the neighborhood who contributed their time and effort to the development of this plan.

Mayor

David Condon

Spokane City Council

Ben Stuckart, Council President

Mike Allen

Jon Snyder

Mike Fagan

Karen Stratton

Candace Mumm

Amber Waldref

Spokane Plan Commission

Dennis Dellwo, President

Evan Verduin, Vice-President

Mark Aden

Diane Hegedus

Asher Ernst

Gail Prosser

John Dietzman

Tom Reese

F. J. Dullanty, Jr.

Peaceful Valley Neighborhood Planning Team

Bill Forman, Peaceful Valley Neighborhood Council Chair

Barbara Morrissey, Peaceful Valley Neighborhood Council Vice-Chair

Jan Loux, Peaceful Valley Neighborhood Council Secretary

Susan Burns, Community Assembly

City of Spokane, Planning Department

Jo Anne Wright

Boris Borisov



**Peaceful Valley
Neighborhood Council**

TABLE OF CONTENTS

Acknowledgements

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I. INTRODUCTION

In 2014, the City of Spokane partnered with neighborhood leaders to develop a plan for Spokane's Peaceful Valley Neighborhood. The plan is a long-range, 20-year vision and conceptual document. It implements the goals and policies of the City's Comprehensive Plan through an emphasis on improving connectivity and streetscape, public safety, environment and sustainability, livability and local services.

The Peaceful Valley Neighborhood planning process is part of a larger planning effort being led by the City in partnership with neighborhood leaders, stakeholders, and members of the public. When approved, the plan will guide the neighborhood through the vision, goals, and actions envisioned by interested and engaged residents. Ideas presented in this plan will require further analysis and capital projects will require funding for implementation.

Planning Process and Neighborhood Involvement

The planning process for preparing the neighborhood plan was composed of three phases:

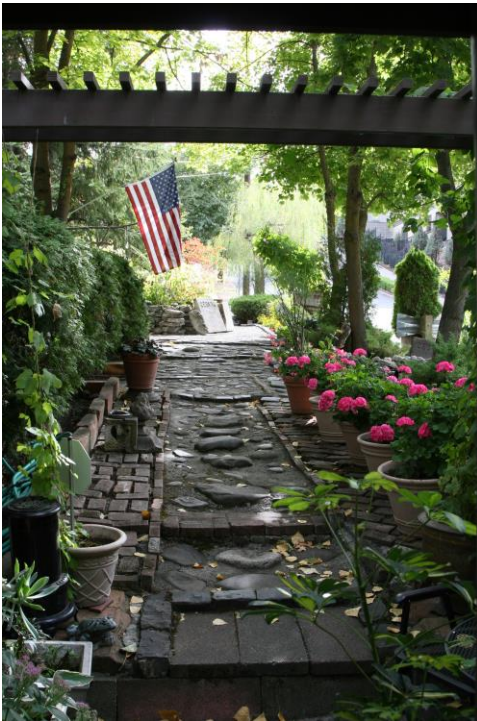


- *Context and Visioning:* The initial phase focused on opportunities, challenges, and desires, including future vision and goals. During this phase, the City held the first neighborhood workshop to discuss existing and desired conditions within the neighborhood.
- *Plan Development:* During the second phase, the planning team worked with neighborhood representatives to refine the vision, goals, and projects. The project priorities and strategies that will be needed to implement the desired vision of the neighborhood were developed during a second neighborhood workshop hosted by the City.
- *Plan Approval:* The third phase consists of the development of a draft plan and a detailed implementation strategy, a neighborhood open house, public hearings to review the plan, and its review and approval by City Council.

Plan Overview

This plan summarizes the current state of Peaceful Valley and outlines the neighborhood's ambitions for the future as voiced by interested and engaged residents. Section II provides an overview of the neighborhood and its assets and priorities. The Planning Framework (Section III) describes the envisioned future of the neighborhood through a series of goals and objectives. Section IV presents the priority projects to implement the vision and goals and consists of the following two elements:

- **Projects Matrix** Identifies top priority and longer-term projects, as well as their relation to plan goals and partnerships.
- **Neighborhood Design and Project Priorities Map** Shows the conceptual location of priority projects.



Residential path created by Peaceful Valley neighbor



Welcoming sign created by residents of the neighborhood

II. NEIGHBORHOOD PROFILE

Planning Area and History

Located on the south bank of the Spokane River, immediately west of Downtown Spokane, Peaceful Valley is unique in form and character. Peaceful Valley residents describe their neighborhood as eclectic, colorful, and bohemian – *A Hidden Village*. The neighborhood is bounded by a bluff to the south and the Spokane River to the north and defined by natural amenities, historic structures, and an individualistic spirit.

The Peaceful Valley Neighborhood has land designated for Conservation Open Space to its western extent and along its frontage on the Spokane River. Residential uses include both low-density and higher-density. The eastern edge of the neighborhood is part of Downtown Spokane.

Prior to settlement of Peaceful Valley in the late 1800s, this land was a gathering place where three bands of the Spokane Tribe celebrated the annual salmon run. In the late 1800s, Spokane's Mayor, Charles F. Clough, began selling 25 by 100-foot plots, resulting in the development pattern that is seen today.

Throughout the second half of the 20th century, investment and redevelopment in adjacent areas, including the Central Business District, had a marginal impact on investment in Peaceful Valley. However, the construction of the Maple Street Bridge in the 1950s greatly affected the character of the neighborhood, bisecting it and resulting in the removal of numerous homes. The bridge right-of-way was partially developed into a public park, with the remainder still vacant.

The current boundaries of Peaceful Valley are the Spokane River to the north, the bluff adjacent to Riverside Avenue to the south, Monroe Street to the east, and the confluence of Latah Creek and the Spokane River to the west.

Assets

The Peaceful Valley Neighborhood has identified the following major assets:

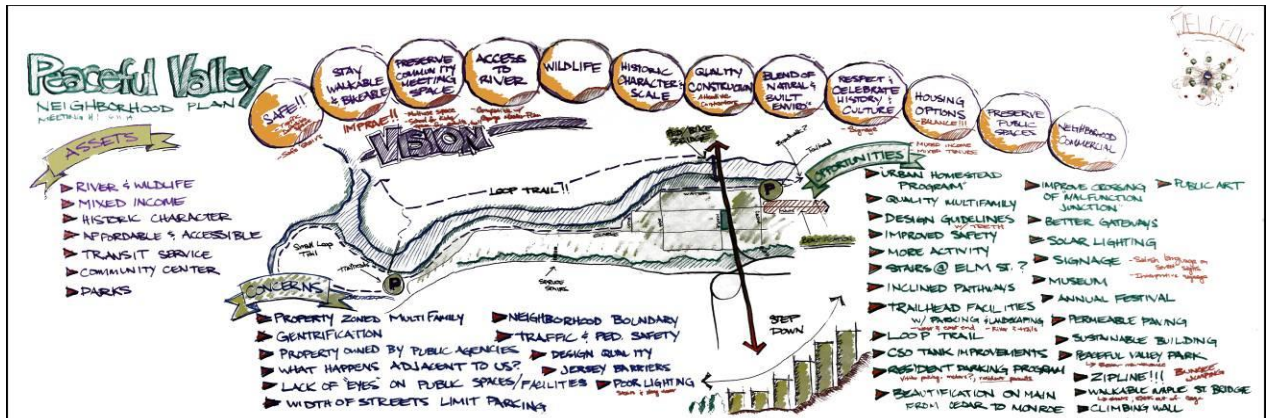
- The Spokane River, with its natural environment, wildlife, parks, and recreational opportunities.
- The unique and distinctive neighborhood character, which makes Peaceful Valley livable, affordable, and accessible.



Residential Character

Peaceful Valley Neighborhood Action Plan

- An affordable and accessible mix of housing styles, some historic in character.
- Transit service that provides affordable and convenient access to other destinations in Spokane.



Wall graphic meeting notes from June 11, 2014 Neighborhood Workshop

Priorities

Key neighborhood priorities are:

- **Public Safety**
 - Improve traffic and pedestrian safety along Clarke and Main avenues.
 - Improve crime awareness and prevention by putting more “eyes on the street.”
 - Create welcoming places to increase neighbor interaction and build trust.
- **Environmental Protection** Support green building design and construction and reduce negative impacts to the river, natural areas, and wildlife habitat.
- **Access to Parks and Recreation** Improve and maintain parks and trails including better maintenance of Glover Field and a perimeter trail for People’s Park. Provide diverse recreational facilities, including a trail that connects to Huntington Park on the east end and to the Sandifur Bridge on the west end. Trail amenities should include trailheads with parking, landscaping, signage, and restrooms.

- **Parking Management** Improve parking management strategies to address visitor parking and the parking needs of local residents.
- **Housing Quality and Historic Preservation** Preserve the historic character of the neighborhood.



Peaceful Valley House



Residents discuss planning options at the September, 2014 neighborhood planning workshop.



View of Spokane River from Peaceful Valley

III. PLANNING FRAMEWORK

This section describes the vision, goals, and objectives of the Peaceful Valley neighborhood.

Vision

The following statement defines how the neighborhood envisions the character and future pattern of physical and social development for Peaceful Valley.

Peaceful Valley is an historic and colorful neighborhood, nestled along the river and forest, just steps from Downtown. Residents and visitors enjoy a high quality of life in a safe, serene, and walkable setting. The built environment has a human scale, and new development is both compatible and complementary with our diverse and historic roots. Our neighborhood is sustainable, informed, and connected, close to commercial services, with nearby access to parks, natural areas, and recreation.

Goals and Objectives

The goals and objectives articulate the direction that is necessary if future neighborhood projects and programs are to fulfill its vision. The goals are divided into six major categories: Connectivity, Streetscape, Safety, Environment and Sustainability, Livability, and Local Services.

Connectivity

C-1: Active Transportation Improve facilities for cyclists, pedestrians, and transit users.

C-1.1: Ensure that Peaceful Valley is a walkable neighborhood by developing a connectivity plan that addresses pedestrian walkways and maintains the existing stairs to Browne's Addition.

C-2: Access to Destinations Work with the City to explore ways to improve access and multimodal connectivity to desirable destinations in and near Peaceful Valley, including Downtown, residential areas, offices, commercial areas, parks, and schools.

C-2.1: Work with the Spokane Transit Authority to maintain and improve affordable transit access.

C-2.2: Improve public access to the river with trailheads, a small boat put-in, and a trail connecting People's Park to Huntington Park.

Streetscape

ST-1: Streetscape Improvements Improve the streetscapes on Main and Clarke avenues.

ST-1.1: Work with the City to explore the feasibility of improving aesthetic and traffic calming measures on Main and Clarke avenues.

ST-1.2: Improve lighting and landscaping where feasible in streets, parks, and other public spaces.

ST 1.3 Create a gateway to the neighborhood on Main Avenue.

ST-2: Parking Management Improve the balance of parking for residents and visitors.

ST-2.1: Design and implement parking management strategies to protect neighborhood parking and accommodate visitor parking, particularly for visitors using the river.

Safety

S-1: Crime Prevention Identify design strategies, physical improvements, and programs to make the Peaceful Valley Neighborhood safer.

S-1.1: Encourage foot traffic in public places by adding paths, lighting, landscaping, improved community gardens, improved playgrounds, and activity spaces to encourage community-building activities, while discouraging criminal behavior.

S-2: Traffic Safety Work with the City to improve street safety.

S-2.1: Improve pedestrian and bicycle safety by adding street crossings, street bulb-outs, signs, or other design treatments at appropriate locations.

Environment and Sustainability

ES-1: Natural Resources and Wildlife Conservation Maintain and improve Peaceful Valley's natural assets such as the river, wildlife habitat, and parks, while increasing recreational opportunities.

ES-2: Significant Views and Vistas Identify and advocate for the protection of significant river views, vistas, and viewpoints.



View of Monroe Street Bridge

ES-2.1: Work with the City to maintain view corridors from the interior of the neighborhood to the riverfront to extend the positive influence of the riverfront into the neighborhood.

Livability

L-1: Unique Neighborhood Strive to improve Peaceful Valley’s visual identity and maintain its historic character and cultural and natural assets.

L-1.1: Strengthen the identity of Peaceful Valley with wayfinding, interpretive features, public art, and other amenities that reinforce the unique identity of the neighborhood.

L-1.2: Seek ways to protect and showcase historic housing.

L-2: Neighborhood Participation and Communication: Ensure participation by a broad range of residents in shaping the future of the neighborhood.

L-2.1 Improve an ongoing communication mechanism to inform all neighbors about various City processes and planned improvements.

L-2.2 Identify a location for a public gathering space that welcomes people to neighborhood events.

Local Services

LS-1: Community Center Explore the potential for sustainable funding for the continuing use of the existing community center.

LS-1.1: Work with the City and community partners to test the feasibility and likelihood of locating or co-locating one or more community and/or recreational facilities in Peaceful Valley.

LS 1.2 Ensure that the community center continues to be available as a neighborhood gathering place.

IV. PRIORITY PROJECTS

The neighborhood identified the following projects that will help drive progress towards the envisioned future. As part of a long-term plan, these projects will take time to complete and some will require significant effort to secure resources that are not yet available. Others will require ongoing discussion with a variety of partners. The project types identified below address broad project categories.

Priority Projects Overview

Streetscape, Traffic Calming, and Parking

Streetscape improvements include gateways on the west and east entrances of the neighborhood, signs, street trees, landscaping, as well as columnar basalt or another iconic elements. Traffic calming measures – street narrowing, curb extensions, signage, and marked crossings – should also be considered to slow through traffic, especially along Clarke and Main avenues.



*Concept of a redesigned
Clarke Avenue,
People's Park entrance,
and trailhead*

*(Source: City of
Spokane)*

Planned River Trail

The neighborhood is currently working with the City on the design of a river trail along the Spokane River. This work includes both shared street/sidewalk and off-street pathway improvements. This planned trail would eventually link People's Park to Huntington Park. Trail design elements should include wayfinding signs, a loop trail, as well as potential restrooms at People's Park and Glover Field.

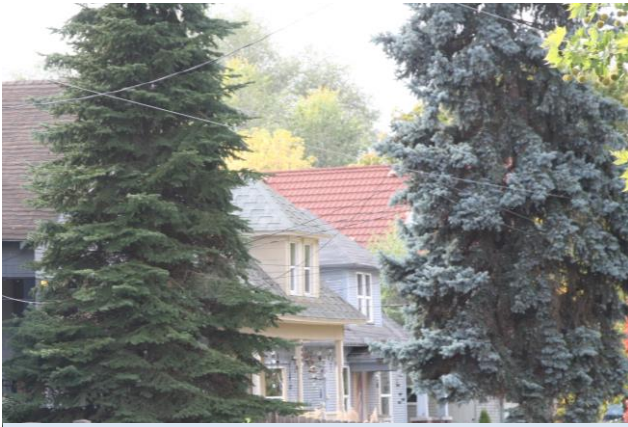
Through planning of the river trail, the neighborhood expressed an interest in a non-motorized boat launch and staging area at Glover Field. The facilities should be designed to minimize impacts to surrounding neighbors, especially when planning for visitor parking and traffic.

Community Center

The neighborhood is currently working with the City of Spokane Parks Department to find a tenant with sustainable funding for the existing community center. The neighborhood desires continued use of the building as a neighborhood gathering place.

Neighborhood Housing Quality and Historic Preservation

The neighborhood is interested in quality and historically compatible housing, as well as in measures to preserve existing homes. Peaceful Valley is the site of a National Historic District.



Peaceful Valley Housing Stock



Residents identify goals and priorities during the neighborhood planning process – June 11, 2014

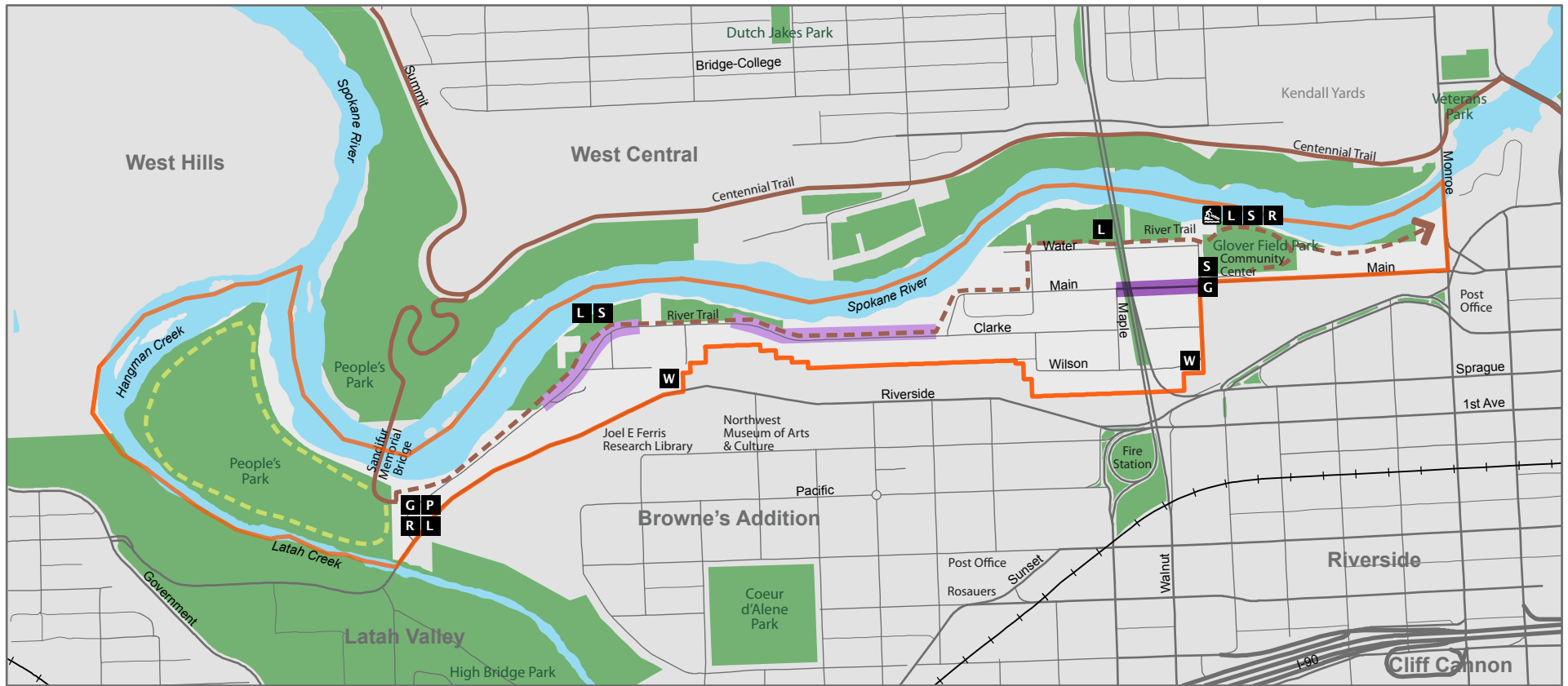
Projects Matrix

Peaceful Valley has several high-priority projects to be addressed over the next 20-year planning horizon. This matrix describes each project's purpose, related planning goals, potential partners, and notes possible funding opportunities and treatment details. The projects will require additional planning, discussion among the community and with City staff, and resources for implementation.

High Priority Projects	Potential Partners	Additional Information
Streetscapes, Traffic Calming, Parking		
1. Improve the streetscapes on Main and Clarke avenues.	City	Streetscape improvements include signs, street trees, and landscaping, as well as columnar basalt or another iconic elements. Pedestrian and bicycle improvements include sidewalks, street crossings, and security lighting.
2. Explore traffic calming improvements to address safety concerns and vehicle speed.	City , Spokane Transit Authority	Measures include street narrowing, curb extensions, signage, and marked crossings, particularly on Clarke and Main avenues.
3. Create gateways to improve entryways to Peaceful Valley.	City, local artists	The eastern Peaceful Valley gateway improvement could be phased to include a short-term solution that improves existing Jersey barriers and a long-term solution that includes new gateways. The short-term solution would allow local artists to paint the Jersey barriers and/or install sculptural elements on them. A permanent gateway for both the eastern and western neighborhood points of arrival could include landscape and hardscape improvements as well as signs. Work with the City to identify funding sources.
4. Pursue a neighborhood parking plan to identify parking management strategies.	City	A parking plan is particularly important for the shoreline area of the neighborhood to address the parking needs of river visitors and recreational users. Coordinate with the City to identify strategies for parking management.
5. Work with Spokane Transit Authority (STA) to provide bus stop amenities at priority locations.	STA, City	Coordinate with STA to identify options and opportunities for future transit improvements, such as shelters with benches.

Peaceful Valley Neighborhood Action Plan

Planned River Trail		
1. Continue partnering with the City on trail planning and design to establish a complete riverfront trail throughout Peaceful Valley that eventually connects to Huntington Park.	City	Coordination with property owners will be required for trail location details and easements. Compliance with the City's Shoreline Master Program and applicable regulations will be required.
2. Through the river trail planning process, create a non-motorized boat launch and staging area to improve public access to the river.	City, WA Dept. o Fish and Wildlife, WA Dept. of Ecology	Formalizing a non-motorized boat launch and staging area will require coordination and permitting approval from the state departments of Ecology and Fish and Wildlife
Community Center		
1. Continue to work with the City Parks Department to find a tenant for the existing community center.	City Parks Dept.	The neighborhood is seeking a tenant with sustainable funding for the existing community center and desires that the center continue to be used as a neighborhood gathering place.
Neighborhood Housing Quality, Historic Preservation		
1. Find opportunities to protect the historic character of the neighborhood.	City	The neighborhood will work toward finding opportunities to preserve and protect the historic character of the neighborhood, which contains a National Historic District. Seek funding for historic signage.



PEACEFUL VALLEY NEIGHBORHOOD ACTION PLAN NEIGHBORHOOD DESIGN & POTENTIAL PROJECT PRIORITIES

- Planned River Trail ———
- Gravel Surface with Historical Markings ———
- R** Restrooms
- S** Signage/wayfinding
- Boat Launch/Staging Area
- Non-motorized Launch

- Streetscapes, Traffic Calming and Parking
- Traffic calming
- G** Neighborhood Gateway
- L** Decorative Street Lighting
- P** Parking
- W** Walkways/Stairs

- Neighborhood Boundary
- Railroad
- Freeway
- Arterial Road
- Local Street
- Centennial Trail
- Parks + Open Space
- Building

Source: City of Spokane GIS + Google Maps

0 500 1,000 2,000 feet



V. NEXT STEPS

The Peaceful Valley Neighborhood Plan reflects the eclectic nature of the neighborhood as a “Hidden Village” near Downtown Spokane. The plan celebrates the neighborhood’s past while planning improvements for the future and outlines objectives and projects to be addressed over the next 20 years.

The plan is intended to serve as a guide to secure funds for project development, but will not result in immediate project funding or implementation. Projects presented in this plan will require further analysis and capital projects will require funding for implementation.

Interested and engaged residents should use this plan to pursue projects over time, while ensuring continued involvement with other neighbors and stakeholders. It is critical that neighbors leverage this plan towards the following next steps.

- **Partnerships** Identify project partners and agree on roles and critical paths to move projects forward.
- **Project Development** Each project is unique, and champions within the neighborhood are needed to engage stakeholders and seek and obtain policy support and funding for design and implementation/construction.
- **Funding** Use this plan to help initiate and follow up on all efforts to identify potential project funding sources and leverage project funding. Consider grants, public/private partnerships, fundraising, and volunteer organizing as needed.

VI. FUNDED PROJECTS NEEDING COMPLETION

The Peaceful Valley Neighborhood has been allotted funding for projects to improve neighborhood parks. These Parks Department projects include:

- Improvements to River Walk Park, including historical markers, landscaping, and lighting. The funds for these improvements come from Community Development Block Grant (CDBG) dollars.
- Improvements to playground equipment in Peaceful Valley Park, funded by CDBG dollars and the Parks Department.
- Resurfacing of the athletic court in Peaceful Valley Park, funded by the Parks Department.

RESOLUTION NO. 2015-0124

A RESOLUTION recognizing the attached *Peaceful Valley Neighborhood Action Plan* as a declaration of the neighborhood's desired future condition, providing direction for neighborhood-based improvement activities, as well as neighborhood priorities involving future projects.

WHEREAS, Spokane's City Council allocated \$550,000 in funding towards Neighborhood Planning in 2007; and

WHEREAS, these funds were divided twenty-six (26) ways with each neighborhood receiving approximately \$21,150, with the exception of the Riverside Neighborhood Council, which opted out of the process; and

WHEREAS, the Peaceful Valley neighborhood entered into its planning process in 2014 to address neighborhood issues; and

WHEREAS, the Peaceful Valley neighborhood established a Stakeholder Committee to organize and lead the planning process; and

WHEREAS, the vision of the *Peaceful Valley Neighborhood Action Plan* is: "Peaceful Valley is an historic and colorful neighborhood, nestled along the river and forest, just steps from Downtown. Residents and visitors enjoy a high quality of life in a safe, serene, and walkable setting. The built environment has a human scale, and new development is both compatible and complementary with our diverse and historic roots. Our neighborhood is sustainable, informed, and connected, close to commercial services, with nearby access to parks, natural areas and recreation."; and

WHEREAS, the *Peaceful Valley Neighborhood Action Plan* contains a significant body of work detailing the neighborhood's existing conditions, opportunities, and an outline for possible actions designed to develop a vibrant, healthy, active, and better connected neighborhood; and

WHEREAS, the *Peaceful Valley Neighborhood Action Plan* creates a visionary document to help guide the neighborhood into the future; and

WHEREAS, the Peaceful Valley Stakeholder Committee conducted an early and continuous public participation process designed to encourage all stakeholders within the neighborhood to engage in the planning process; and

WHEREAS, the Peaceful Valley Stakeholder Committee held committee meetings; mailed and electronically posted notices of upcoming open houses and workshops to residents, land owners, and business owners; held three (3) public stakeholder open house workshops; presented plan overviews at neighborhood council meetings; and

WHEREAS, the *Peaceful Valley Neighborhood Action Plan* does not direct nor commit City resources for action or project implementation, but does document the desires of the neighborhood for City decision-makers as they consider future funding and implementation measures for City plans and projects; and

WHEREAS, on November 11, 2015, the Plan Commission voted unanimously, 6-0, to recommend to the Spokane City Council that the *Peaceful Valley Neighborhood Action Plan* be adopted by Resolution; and

WHEREAS, as prescribed in SMC 04.12.010, this Resolution does not represent a recommendation of the Plan Commission regarding a legislative action to adopt changes to the Spokane Municipal Code or the text or maps of the Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the *Peaceful Valley Neighborhood Action Plan* is recognized as a guide for future neighborhood-based improvement activities and is recognized as a written record of the neighborhood's ongoing desire and efforts to continue building a vibrant, healthy, active, safe and connected neighborhood for all Peaceful Valley residents.

ADOPTED by the City Council this _____ day of _____, 2015.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
12/07/2015

Date Rec'd	11/23/2015
Clerk's File #	RES 2015-0125
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 RESOLUTION SUPPORTING VARIOUS ELECTORAL REFORMS		

Agenda Wording

A resolution supporting various electoral reforms.

Summary (Background)

This resolution expresses support for various electoral reforms including a United States Constitutional Amendment granting an explicit right to vote, universal voter registration in Washington state including the automatic preregistration of sixteen and seventeen year olds, and the Washington Voting Rights Act.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	CHE
Finance	DAVIS, LEONARD	Distribution List	
Legal	PICCOLO, MIKE	amcdaniel@spokanecity.org	
For the Mayor	SANDERS, THERESA	jsnyder@spokanecity.org	
Additional Approvals			
Purchasing			

Resolution No. 2015-0125

A resolution supporting various electoral reforms including a United States Constitutional Amendment granting an explicit right to vote, universal voter registration in Washington state including the automatic preregistration of sixteen and seventeen year olds, and the Washington Voting Rights Act.

WHEREAS, the right to vote and to cast a free and secret ballot is the heart of American democracy; and

WHEREAS, only 43.34% of eligible voters in the City of Spokane voted in the latest election for Mayor, City Council President, and their district City Council Members; and

WHEREAS, the 43.34% turnout is more than 13% points lower than the last Mayoral, Council President, and City Council election (2011); and

WHEREAS, voter turnout was less than 60% of eligible nationwide voters in the 2012 presidential election and 81.25% in the state of Washington – 3% points less than the previous presidential election year (2008); and

WHEREAS, the voter turnout in the 2014 mid-term election was 54.16% - more than 17% points less than the turnout in the 2010 mid-term election; and

WHEREAS, new laws in many states have created new obstacles to voting, including restrictions in voter registration; and

WHEREAS, the failure of the United States to define and enforce minimum standards to protect voting rights has been one of the main reasons obstacles to voting arise; and

WHEREAS, a 2009 U.S. Senate survey found that more than one-fourth of the ballots requested in the 2008 election by U.S. military personnel deployed overseas – and other eligible voters living abroad – went either uncollected or uncounted for; and

WHEREAS, nearly 1 out of 3 eligible citizens are not registered and are unable to vote on Election Day; and

WHEREAS, universal voter registration has the potential to bring together conservatives who are concerned about fraudulent voter registrations and liberals who are concerned about anemic political participation; and

WHEREAS, many states are working towards policies of automatic voter registration and Florida and Hawaii have already implemented automatic registration for 16-year-olds; and

WHEREAS, to begin addressing the problem of low voter participation, voter registration and education should be encouraged in public, private, and parochial high schools and college, and students should be taught, in a nonpartisan manner, about America's suffrage history and the principles of voting as a way of increasing voter knowledge, education and participation; and

WHEREAS, many states including California, Colorado, Delaware, Florida, Georgia, Hawaii, Iowa, Maryland, Missouri, Rhode Island, and Oregon, as well as Washington D.C. have passed laws allowing 16 and 17-year-olds to preregister to vote; and

WHEREAS, State Senator Andy Billig has proposed a bill to create voter preregistration opportunities for 16 and 17 year olds;

WHEREAS, organizations such as the Washington Bus, Washington Association of County Officials, and the Washington Student Association have supported Senator Billig's voter preregistration bill; and

WHEREAS, local governments have a long history of being true laboratories of democracy in this nation, establishing new laws involving voting, representation and governance that influence state and national practices; and

WHEREAS, the 15th, 19th, and 26th Amendments in the U.S. Constitution prohibit discrimination in voting on the basis of race, sex, and age respectively, and the 24th Amendment prohibits poll taxes, these amendments do not guarantee Americans an affirmative right to vote; and

WHEREAS, the United States is one of the 11 nations that does not have the right to vote in its constitution out of the 119 nations that elect their public officials using democratic elections; and

WHEREAS, an individual right to vote is a fundamental American right; and fundamental rights should be guaranteed to all Americans in the U.S. Constitution; and

WHEREAS, the Supreme Court ruled in *Shelby County v. Holder*, that the coverage formula in Section 4 of the Voting Rights Act (VRA) is unconstitutional, thereby invalidating the formula used to determine which states are covered by Section 5 of the Voting Rights Act, which was designed to prevent discrimination in voting by requiring many state and local governments with a history of racial discrimination in voting to get approval from the federal government before making any changes to their voting laws or procedures; and

WHEREAS, sections 4 and 5 of the Voting Rights Act were effective tools in curbing racial discrimination in elections since 1965; and as recently as 2012 continued

to be critical instruments for free, fair, and accessible elections, helping to block laws making it harder to vote; and

WHEREAS, the Washington Voting Rights Act, which has been proposed in the state legislature, would help to ensure that all voters receive an equal opportunity to elect the candidate of his or her choice; and

WHEREAS, the Washington Voting Rights Act has been co-sponsored by Spokane's State Representatives Marcus Riccelli and Timm Ormsby; and

WHEREAS, the state of California has had a state voting rights act since 2002 which has proven to be successful in improving fairness of local governments there where local governments have excluded minority communities; and

WHEREAS, the Washington Voting Rights Act is supported by the American Civil Liberties Union, Fairvote.org, OneAmerica, Center for Justice, and the Washington State Bar Association;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Spokane that we hereby affirm that the right to vote is a fundamental right to be cherished, protected, and exercised; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane calls on our members of Congress and our representatives in the state legislature to support an amendment to the U.S. Constitution that would grant an explicit right to vote to every American citizen of voting age; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane supports Senator Andy Billig's bill to create voter preregistration opportunities to 16 and 17-year-olds as part of a long-term strategy to move to automatic/universal voter registration in the state of Washington; and

BE IT FURTHER RESOLVED that the City Council of the City of Spokane supports the Washington State Voting Rights Act and calls on Spokane's 3rd Legislative District and 6th Legislative District legislators to support passage of this bill in the upcoming session.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
12/07/2015

Date Rec'd	11/23/2015
Clerk's File #	RES 2015-0126
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	KRIS BECKER 625-6392	Project #	
Contact E-Mail	KBECKER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - MILLER FAMILY REVOCABLE LICENSE AND PERMIT		

Agenda Wording

A resolution providing for the closure of Madison Street located between 3rd Avenue and Freeway Avenue and a Revocable License and Permit to allow the construction of allowed improvements in the public right-of-way.

Summary (Background)

Miller Family Real Estate has proposed a long-term closure of Madison Street between 3rd Avenue and Freeway Avenue to redevelop the site. The proposed closure is to consolidate the lots for the construction of display parking. This area will remain public right-of-way and will be accessible for pedestrians and bicycles. The developer has proposed landscaping and enhanced lighting in this area. A revocable license and permit agreement will address the maintenance and use of the area.

Fiscal Impact		Budget Account	
Revenue	\$ 1,910.00	#	0020 88100 99999 36291
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/1615
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	smsimmons@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbecker@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
		jrichman@spokanecity.org	
		mhughes@spokanecity.org	
		lhattenburg@spokanecity.org	

RESOLUTION 2015-0126

A resolution providing for the closure of Madison Street located between 3rd Avenue and Freeway Avenue.

WHEREAS, the City of Spokane (the "City") pursuant to RCW 35.22.280(7) provides that the City has the authority to regulate and control the use of City streets;

WHEREAS, Miller Family Real Estate, LLC is investing 30 million dollars and developing six city blocks in the vicinity of 3rd and Madison;

WHEREAS, in accordance with the City's regulations and design standards, the City's comprehensive plan, and the South Hill Coalition's Connectivity and Livability Strategic Plan, public improvements such as new sidewalks, street trees, and enhanced crosswalks will be constructed as part of the Larry H Miller Auto Campus.

WHEREAS, in conjunction with the development of the Larry H Miller Auto Campus, the developer and the City have agreed to develop the property depicted on Exhibit "A" attached hereto and incorporated herein;

WHEREAS, in order to properly develop the property on Exhibit "A", it is necessary to close and prevent vehicular traffic from using that portion of Madison Street south of the curblane of 3rd Avenue to the north curblane of Freeway Avenue; and

WHEREAS, the closure of Madison Street will provide for the development of an outdoor display lot for Larry H Miller and a pedestrian/bicycle pathway;

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

1. That portion of Madison Street south of the south curblane of 3rd Avenue to the north curblane of Freeway Avenue is declared closed to vehicular traffic. The right of way (known as Madison Street) shall be used for the purpose of outdoor sales and display and a bicycle/pedestrian path, subject to the terms of the Revocable License and Permit attached and incorporated herein as Exhibit "B", which the Mayor is hereby authorized to sign. Madison Street right of way shall remain vested in the City of Spokane.

2. That the development of the closed portion of Madison Street shall be in accordance with the site plan attached hereto as Exhibit "A".

3. That the City Clerk of the City of Spokane file a certified copy of this Resolution in the Office of the Auditor of Spokane County, Washington.

ADOPTED by the Spokane City Council this _____ day of _____, 2015.

City Clerk

Approved as to form:

Assistant City Attorney

City of Spokane
Development Services Center
808 W. Spokane Falls Blvd.
Spokane WA 99201

REVOCABLE LICENSE AND PERMIT

This Revocable License and Permit, is made by and between the CITY OF SPOKANE, a municipal corporation of the State of Washington, hereinafter "City", and MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability corporation, whose address is 9350 South 150 East Suite 1000, Sandy UT 84070, hereinafter referred to as "Permitee", jointly referred to as "Parties".

WHEREAS, the City, as a municipal corporation of the first class, is authorized to regulate and control the use of streets and highways within the corporate limits of the City; and

WHEREAS, the Permitee has requested a revocable license and permit from the City for the purpose of allowing improvements to encroach within the public right-of-way regulated and controlled by the City; and

WHEREAS, the City, through this Revocable License and Permit, authorizes the use of public property in accordance with the terms set forth herein below;

NOW THEREFORE, in consideration of the recitals set forth above, and the terms, conditions, and covenants hereafter the Parties agree as follows:

1. **REVOCABLE PERMIT.** The City hereby grants to Permitee a Revocable License and Permit to use, occupy, and encroach upon the public right-of-way described as Madison Street south of the south curb line of 3rd Avenue to the north curb line of Freeway Avenue, as shown specifically in Exhibit "A" attached hereto ("Permit Area"). This License and Permit shall be for the benefit of private property adjoining the permit area, described as follows: SPOKANE FALLS 1ST ADD LTS 1 THRU 6 BLK 44 AND ALL VAC ALLEY FROM JEFFERSON ST TO MADISON ST S OF & ADJ TO LTS 1-6., parcel number 35192.3107; 1ST ADD SPOKANE FALLS L1 B45, parcel number 35192.3201; 1ST ADD SPOKANE FALLS L2 B45. Parcel number 35192.3202; 1ST ADD SPOKANE FALLS LOTS 3 THRU 6 B45, parcel number 35192.3206 ("Permitee's Adjacent Property"), and shall run with said property. Permitee shall not transfer or assign its interests herein without the City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

2. **PURPOSE.** Permittee, through its officers, employees, contractors and agents, shall have the right to construct, maintain, remove, and repair the improvement(s) which are described on Exhibit "B" hereto (the "Permitted Improvements"), consistent with the terms of this Permit, and for no other purpose. The Permitted Improvements include construction of additional vehicle parking area and a pedestrian/bicycle pathway, as depicted on Exhibit "B". This Permit does not relieve Permittee from its obligation to secure additional permits and bonds as required by the City prior to any work being performed in the public right-of-way.

3. **FEE.** Permittee shall pay the City the sum of One Thousand Nine Hundred and ten dollars (\$1,910) annually, for the first two years of term of this License and Permit. The fee thereafter will be determined by annual review and may be increased, and Permittee agrees to pay such increase, through an ordinance of the Spokane City Council. Permittee shall make payment payable to City of Spokane, Asset Management Department, and mail to same. Lessee shall also be responsible to pay the Leasehold Excise Tax, RCW Ch. 82.28A, if applicable.

4. COVENANTS BY PERMITEE.

(a) **Construction/Maintenance.** Permittee shall, at no cost or expense to the City, construct and maintain the Permitted Improvements in accordance with the attached Exhibit "B". The Permitted Improvements shall be: (1) subject to approval by the City Building Official and City Engineer ("Director"); (2) designed, built, and maintained so as to not create a hazard to persons or property or violate any City Ordinance or State law; and (3) designed and built so that the improvements located in Permittee's Adjacent Property shall not be rendered nonconforming by the revocation or termination of this Permit – i.e., required elements, such as drainage swales, shall be located on Permittee's Adjacent Property. In no case shall buildings, foundations, or supporting structures be placed in the Permit Area. Except as otherwise stated herein, Permittee, upon the initial installation of the Permitted Improvements, and upon each and every occasion that the same are installed, repaired, maintained, removed, and/or replaced, shall restore the Permit Area and the City's surrounding property, if any, and any improvements disturbed, to a condition as they were prior to any such installation or work, including the restoration of any concrete and/or asphalt, to the extent any damage or disturbance of the Permit Area and the City's surrounding property and improvements was caused by Permittee's installation, repair, maintenance, removal and/or replacement of the Permitted Improvements. In the event Permittee fails to repair or maintain the Permitted Improvements to the satisfaction of the Director, the City at its sole option and discretion, may perform, after providing advance notice and opportunity to cure to Permittee, maintenance and repair with Permittee liable to the City for the cost of such maintenance or repair. Aside from the Permitted Improvements, Permittee shall not make any other improvements or alterations to the Permit Area without the City's prior written approval, which the City may withhold for any reason. Permittee shall be responsible for all elements of the design of all Permitted Improvements (including, without limitation, compliance with law, functionality of design, and the structural integrity of the Permitted Improvements), and the City's approval of

Permitee's plans shall in no event relieve Permitee of the responsibility for such design. Permitee shall make all such Permitted Improvements in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices, and boards having jurisdiction. Permitee shall bear the cost of relocating traffic signals, traffic lights, public utilities and other municipal operations or functions necessitated by construction of the Permitted Improvements, if any. All work performed and all Permitted Improvements must be done and completed in a workmanlike manner. Permitee expressly acknowledges and agrees that the City's rights under this Permit to approve the Permitted Improvements (i) do not create or impose upon the City any standard or duty of care toward Permitee, all of which are hereby disclaimed, (ii) may not be relied upon by Permitee in determining whether Permitee has satisfied any and all applicable laws, regulations, and codes with respect to the construction of the Permitted Improvements, and (iii) may not be asserted, nor may the City's exercise or failure to exercise any such rights be asserted, against the City by Permitee as a defense, legal or equitable, to Permitee's obligation to fulfill such standards and requirements regardless of any acceptance of work by the City.

(b) Signage. The Permitted Improvements shall not have on its exterior any commercial advertising, reader boards or other signs without the prior written approval of the Director and the Director of the City's Street Department ("Street Director"). The City shall have the right, without compensatory payment, to attach to the Permitted Improvements, any signage that is deemed necessary by the Street Director for the safe and expeditious flow of vehicle or pedestrian traffic along the right-of-way.

(c) Removal. If Permitee does not construct the Permitted Improvements in accordance with this Permit, this Permit may be revoked unilaterally by the Director after first providing written notice of the breach and a ten (10) calendar day period to cure, and Permitee having failed to commence or complete a cure of the identified breach. Permitee shall have the right at any time to remove the Permitted Improvements from the City right-of-way/Permit Area at its own expense. If this Permit is so revoked, and/or if Permitee abandons the Permit Area or otherwise elects to remove the Permitted Improvements from the City right-of-way/Permit Area, Permitee shall leave the right-of-way free and clear of encroachments and/or improvements of any kind and shall improve the Permit Area for use as public right-of-way consistent with the City's standards and to the City's reasonable satisfaction.

(d) Hazardous Materials. Permitee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto the property described or the public right-of-way appurtenant to said property. For the purposes of this paragraph, hazardous substances shall include, but are not limited to, substance defined as "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and RCW Title 70 and the regulations promulgated pursuant to the above cited laws.

5. **INDEMNIFICATION AND INSURANCE.**

(a) The City, its successor and assigns, will not be responsible for damage by others to the Permitted Improvements. Permittee shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any damages or liability to persons or property that might arise from, or by reason of, the construction, maintenance, operation, or repair of the Permitted Improvements, or use of the Permit Area pursuant to this Permit, including the enjoyment of all privileges of Permittee hereunder, unless caused by the City's sole negligence. This hold harmless provision being part of the consideration upon which this Permit and Agreement is granted.

(b) During the term of this License and Permit, Permittee shall maintain in force at its own expense, a commercial general liability insurance policy with a combined single limit of not less than \$1,500,000.00 each occurrence and \$3,000,000.00 aggregate for Bodily Injury and Property Damage ("Policy"), and which is primary to any policy which the City may otherwise carry ("Primary Coverage"). The Policy shall include, at least, Premises, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability coverage for the indemnity provided under this Permit to Enter. The Policy shall name the City, its officers, employees, contractors, and agents as Additional Insureds. Permittee shall provide the City with a copy or satisfactory evidence that the Policy has been purchased and is in full force. Notice of cancellation shall be sent to the City thirty days prior to any insurance cancellation. The Spokane City Council reserves the right to unilaterally modify this insurance requirement as market and legal conditions reflect, and Permittee shall comply with such modifications.

(c) Permittee waives all rights of recovery against the City, its subtenants, agents, officers, employees, and contractors, for loss or damage to the Permitted Encroachment, or for loss or damage to Permittee's adjacent property, resulting from fire or other causes which are normally covered by fire and extended coverage insurance, regardless of whether the loss or damage is due to negligence or otherwise, to the extent insurance proceeds are actually obtained from third party insurance companies. Permittee shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the City.

6. **HAZARDOUS MATERIALS.** Permittee, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto Permittee's adjacent property, the Permit Area, or City property adjacent to the Permit Area. For the purposes of this Permit, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such

laws, collectively "Environmental Laws". Permittee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold the City, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) resulting from Permittee's use of the Permit Area, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

7. **DURATION.** Unless the City revokes this Permit as provided herein, Permittee may use the Permit Area to construct, maintain, and repair the Permitted Improvements for so long as Permittee, its successors or assigns, owns and operates an automobile sales campus on Permittee's Adjacent Property in accordance with present and then-existing City land use (zoning) requirements and complies with this Permit.

8. **INSPECTIONS.** The City reserves the right to access and inspect the Permit Area for any reason, including, without limitation, inspection of its general condition, making or observing construction, maintenance, alteration, and/or repairs of the Permitted Encroachment.

9. **REVOCATION.** If, in sole discretion of the Director, Permittee does not construct, repair, and/or maintain the Permitted Improvements in accordance with this Permit, or otherwise fails to fulfill any of its obligations under this agreement, City ordinance, or State law, or if the Director otherwise determines, in his or her sole discretion, that Permittee's use of the Permit Area pursuant to this agreement endangers or will endanger the public, the adjoining property or right-of-way, or utilities in the right-of-way, the City may unilaterally revoke this Permit and require Permittee to remove the Permitted Improvements at Permittee's expense, provided that City first provides written notice and an opportunity to cure to Permittee for a breach of this Permit. Further, the City reserves all rights and remedies available at law or in equity. If this Permit is revoked, as provided herein, or through City ordinance, the cost of removal of the Permitted Improvements shall comprise a lien against Permittee's adjacent property for all costs of removal, including the City's reasonable attorney fees. Permittee shall have the right at any time to remove the Permitted Improvements from the Permit Area at its own expense.

If Permittee elects to remove the Permitted Improvements from Permit Area, it shall leave the Permit Area and adjacent City land and improvements free and clear of all buildings, structures, or other encroachments. If this Permit is so revoked, and/or if Permittee abandons the Permit Area or otherwise elects to remove the Permitted Improvements from the City right-of-way/Permit Area, Permittee shall leave the right-of-way free and clear of encroachments and/or improvements of any kind and shall improve the Permit Area for use as public right-of-way consistent with the City's standards and to the City's satisfaction.

10. **PUBLIC PURPOSE**. In the event the City Council finds that the Permit Area or any part thereof, is needed for public use, including, without limitation, use as public right-of-way, this agreement shall be terminated and declared null and void, and Permittee shall immediately remove therefrom the Permitted Improvements or any part thereof, within a reasonable period of time, and shall improve the Permit Area for use as public right-of-way consistent with City standards and to the City's satisfaction, without cost to the City, unless the City terminates this Permit within the first seven (7) years of this Permit, in which case City shall reimburse Permittee an amount equal to Permittee's actual and unamortized costs relating to construction of the Permitted Improvements, assuming a seven year straight line amortization period, with no interest factor (the "Termination Fee"). Subject to the foregoing, the City shall be allowed to reoccupy the Permit Area without the payment of compensation or damages to the Permittee, its successors or assigns, and Permittee shall have no other or further claim against the City or any assignee resulting from such early termination of this Permit. Not later than one hundred eighty (180) days after date of this Permit, Permittee shall provide to the City an accounting of all construction costs to be included in calculating the Termination Fee, together with true and correct copies of all invoices related to such costs, showing that such invoices have been paid in full by Permittee. Once the City and Permittee mutually agree to the amount of said costs, the parties shall memorialize their agreement in a written Addendum to this Permit.

11. **SEVERANCE**. If any portion or provision of this agreement is held invalid by a court, the validity and enforceability of the remainder of this Permit shall not be affected thereby.

12. **NOTICES**. All notices to the City shall be made to:

CITY OF SPOKANE
808 W. Spokane Falls Blvd.
Spokane, WA 99201

and copies to:

City Attorney
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Notices directed to Permittee shall be made to:

Miller Family Real Estate, L.L.C
Attention: President
9350 South 150 East
Suite 1000
Sandy UT 84070

15. **TAXES.** Permittee is responsible for and shall pay all real and personal taxes which may be assessed as a result of the rights and privileges granted under this License and Permit, including, without limitation, the Leasehold Excise Tax.

16. **RECORDING.** This License and Permit may be recorded by either party.

17. **HEADINGS.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

This Agreement is entered into on this _____ day of _____ 20_____.

CITY OF SPOKANE

Mayor/City Administrator

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

MILLER FAMILY REAL ESTATE, L.L.C.

By:_____

Its:_____

STATE OF _____ :
: ss.
County of _____ :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of November, 2015, _____ signed this instrument,
(Print name)

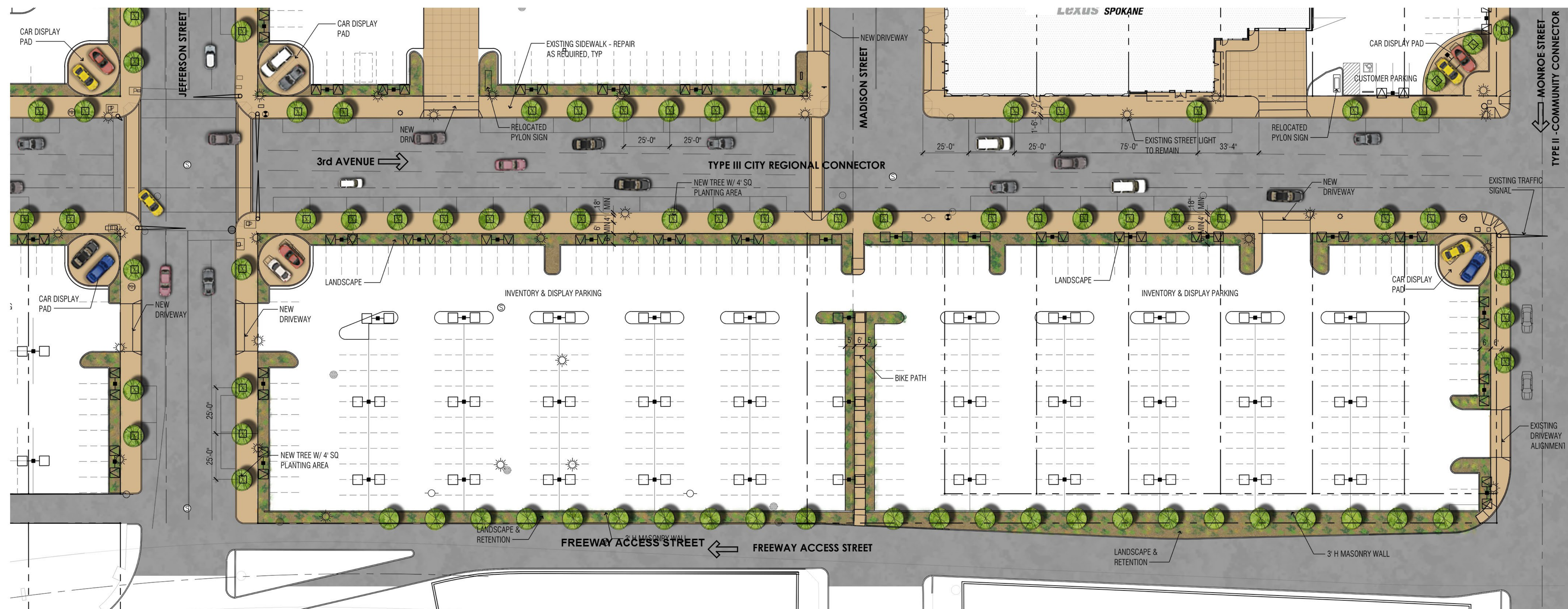
on oath state that (she/he/they) is/are authorized to execute the instrument as an authorized representative of Miller Family Real Estate, L.L.C., and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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

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

EXHIBIT “A”





LARRY H. MILLER DOWNTOWN SPOKANE AUTO DISTRICT MADISON STREET EXHIBIT

JOHN MAHONEY
ARCHITECT

850 W. ELLIOT ROAD # 108
TEMPE, ARIZONA 85254

EXHIBIT “B”



Agenda Sheet for City Council Meeting of:
12/07/2015

Date Rec'd	11/23/2015
Clerk's File #	ORD C35328
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 AMENDING GOLF CART AND ALTERNATIVE VEHICLE ZONES IN THE CITY		

Agenda Wording

An ordinance relating to golf cart and alternative vehicle zones in the City of Spokane; amending chapter 16A.63 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends the Golf Cart Zone to include Alternative Vehicles. It defines the different alternative vehicles including Medium-speed electric vehicle, Neighborhood electric vehicle, and Utility-type vehicle. It outlines that no vehicles shall be operated on the Spokane River Centennial Trail. This ordinance also outlines the zones where alternative vehicles are allowed and establishes basic rules for operation.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	PCED
Finance	DAVIS, LEONARD	Distribution List	
Legal	PICCOLO, MIKE	bmclatchey@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35328

An ordinance relating to golf cart and alternative vehicle zones in the City of Spokane; amending chapter 16A.63 of the Spokane Municipal Code.

WHEREAS, the City of Spokane created a golf cart zone, pursuant to its authority under the Revised Code of Washington, in 2012; and

WHEREAS, college campuses within the University District, such as Washington State University-Spokane and Gonzaga University, seek authority to employ clean, quiet, and efficient vehicles in their campus operations; and

WHEREAS, the City of Spokane may adopt additional vehicle and traffic regulations which do not conflict with other provisions of the Revised Code of Washington, pursuant to RCW 46.08.020; and

WHEREAS, The City Council desires to designate the University District as a golf cart and alternative vehicle zone, and wishes to enact regulations which will ensure the safe operation of those vehicles within those zones.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 16A.63 of the Spokane Municipal Code is amended to read as follows:

Chapter 16A.63 Golf Cart and Alternative Vehicle ((Zone))Zones

Section 16A.63.010 Definitions

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

- A. “Alternative Vehicle Zone” means all public streets within the boundaries of the “Alternative Vehicle Zone Map,” incorporated in this ordinance as Exhibit A, having a speed limit of thirty-five (35) miles per hour or less, and which exhibits signage indicating the area as an Alternative Vehicle Zone.
- B. “Golf cart,” means, in accordance with RCW 46.04.1945, which defines a golf cart, a gas-powered or electric-powered four-wheel vehicle originally designed and manufactured for operation on a golf course for sporting purposes and has a speed attainable in one mile of not more than twenty (20) miles per hour. A golf cart is not a non-highway vehicle or off road vehicle as defined in RCW 46.04.365. A golf cart is not considered a motor vehicle, except for the purpose of chapter 46.61 RCW regarding rules of the road.

- C. "Golf cart zone," means ~~((any))~~ all public ((street)) streets within the boundaries of the attached map (incorporated into this ordinance as Exhibit B) designated as the "Golf Cart Zone Map" having a speed limit of twenty-five (25) miles per hour or less and that contains signage identifying the area as a golf cart zone.
- D. "Medium-speed electric vehicle" means a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than twenty-five (25) miles per hour but not more than thirty-five (35) miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Sec. 571.500 and as defined in RCW 46.04.295.
- E. "Neighborhood electric vehicle" means a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than twenty miles per hour and not more than twenty-five miles per hour and conforms to federal regulations under Title 49 C.F.R. Part 571.500 and as defined in RCW 46.04.357.
- F. "Operator" means any person who is at least sixteen years of age and completed a driver's education course or has previous experience driving as a licensed driver. "Operator" does not include city personnel or those persons authorized by the chief of police to operate golf carts on city streets.
- G. "Street," means the entire right of way width excluding the sidewalk and between the curb boundary lines and shoulder or swale of public property, when any part thereof is open to the use by the public for purposes of pedestrian, bicycle or vehicular travel including parking.
- H. "Utility-type vehicle" means a vehicle designed for and capable of nonhighway travel only and that travels on four (4) or more tires, has a maximum width of seventy-four inches (74"), has a maximum weight of two thousand pounds (2,000 lbs.), has a wheelbase of one hundred ten inches (110") or less, and satisfies at least one of the following: (i) Has a minimum width of fifty inches (50"); (ii) has a minimum weight of at least nine hundred pounds (900 lbs.); or (iii) has a wheelbase of over sixty-one inches (61").

Section 16A.63.020 Restrictions

Golf carts allowed under this chapter are restricted to those that are electric-powered, and which may not be otherwise modified to allow the same to exceed the speed of twenty (20) miles per hour, and must also be so equipped to maintain a speed of nineteen (19) miles per hour on level ground. No vehicles authorized in this chapter shall be operated on the Spokane River Centennial Trail.

Section 16A.63.030 Areas of Operation

Golf carts, neighborhood electric vehicles, medium-speed electric vehicles, and utility-type vehicles as defined in ~~((allowed under))~~ this chapter operated by persons allowed to do so by this chapter may operate with the common flow of traffic on any street within ~~((the))~~ a golf cart zone or alternative vehicle zone having a speed limit of ~~((twenty-five))~~ thirty-five miles per hour or less with the exception of an arterial street adjacent to a park or school zone with a reduced speed of twenty-five miles per hour or less. A golf cart, neighborhood electric vehicle, medium-speed electric vehicle, or utility-type vehicle may cross over a street within ~~((the))~~ a golf cart zone with a speed limit greater than ~~((twenty-five))~~ thirty-five (35) miles per hour when safe to do so at street intersections.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

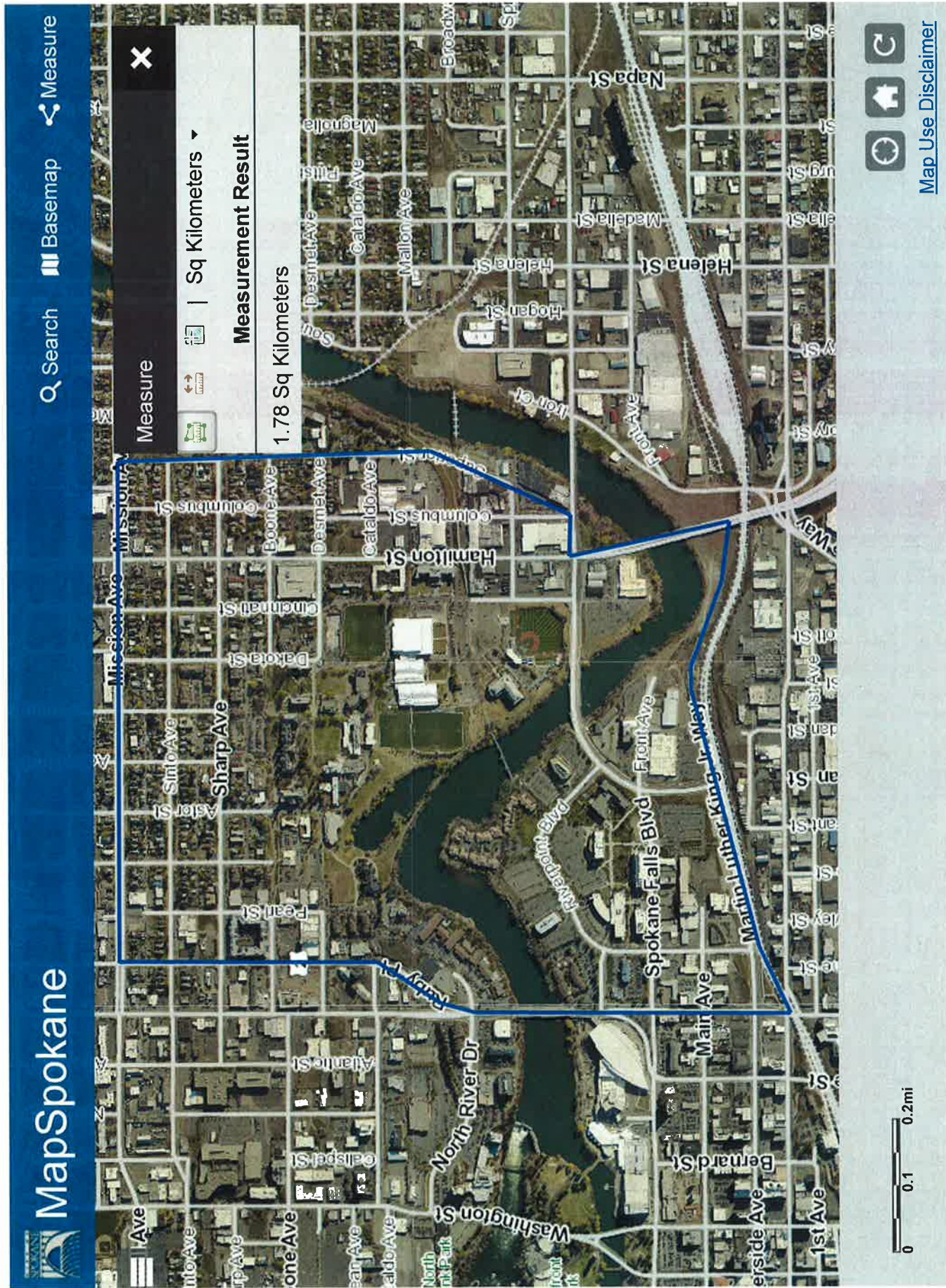
Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A



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

12/07/2015

Date Rec'd

11/25/2015

Clerk's File #

ORD C35329

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

AMBER WALDREF 625-6275

Contact E-Mail

AWALDREF@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

FORECLOSURE PROPERTY ORDINANCE

Agenda Wording

An ordinance amending the existing abandoned property ordinance.

Summary (Background)

The ordinance is intended to strengthen the City's ability to deal with properties which are in the foreclosure process, in order to prevent them from becoming nuisances or blight conditions. This proposed ordinance renames the abandoned property ordinance the foreclosure property ordinance, amends the terms and conditions of the foreclosure property registry, improves the notification provisions, requires a local agent, and strengthens the abatement provisions, among other amendments.

Fiscal Impact

Neutral Abatement costs intended to be defrayed by fees

Budget Account

Various

Select \$

#

Select \$

#

Approvals**Dept Head****Division Director****Finance****Legal****For the Mayor****Additional Approvals****Purchasing****Council Notifications****Study Session**

PSC 05/18/2015

Other**Distribution List**

awaldref@spokanecity.org

mwittstruck@spokanecity.org

htrautman@spokanecity.org

ORDINANCE NO. C35329

An ordinance relating to amendments to the abandoned property registration program in the city of Spokane; amending sections 08.02.0675 and 17F.07.520 of the Spokane Municipal Code.

WHEREAS, residential properties in various stages of the foreclosure process exist in several neighborhoods throughout the City of Spokane; and

WHEREAS, many of these properties are not adequately maintained by the owner or by the lender or loan servicer who is responsible for the property; and

WHEREAS, the City of Spokane's Comprehensive Plan emphasizes the importance of neighborhoods to the character, integrity, functionality, vibrancy, and resilience of our City and its people; and

WHEREAS, non-resident lenders and mortgagees may have little, if any, interest in preventing properties which are in a stage of mortgage default or the foreclosure process from becoming a focal point for crime, graffiti, deterioration, or from becoming a factor in the reduced property values of the adjacent properties; and

WHEREAS, to address this issue, the City Council in 2014 created an abandoned property registration program; and

WHEREAS, nationwide, cities are addressing the same issue, and in doing so, best practices have evolved; and

WHEREAS, The City Council now finds it necessary to the general welfare of the residents of the City to amend and strengthen the existing abandoned property registration program, to ensure that it keeps pace with nationally-evolving best practices;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 17F.070.520 of the Spokane Municipal Code is amended to read as follows:

Section 17F.070.520 ((Abandoned Property)) Foreclosure Registration Program

A. Purpose

It is the purpose and intent of this section to establish ((an)) a ((abandoned)) Foreclosure ((property)) Property registration program in order to protect the community from ~~((becoming blighted as a result of abandoned properties that are not properly secured and maintained))~~ the deterioration, crime, and decline in value in Spokane's neighborhoods caused by properties in various stages of the foreclosure process, and

to identify, regulate, limit, and reduce the number of those properties within the City of Spokane. ~~((This section requires))~~ It is the policy and intent of the City to establish a requirement that the lender or other responsible ~~((parties))~~ party(ies) of properties that ~~((have been abandoned))~~ are in the foreclosure process to register those properties with the City as set forth in this section in order to protect the neighborhoods from the negative impacts of absentee ownership and lack of adequate maintenance and security for properties in the foreclosure process.

B. Definitions

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

1. "Abatement Order" means an appealable order, supported by specific factual findings, issued by the Office of Neighborhood Services and Code Enforcement which directs the Owner of a Foreclosure Property to take certain specific steps, within a specific period of time, to ensure that the relevant property is in compliance with this section.
2. ~~((("Abandoned Property" means a property that is vacant and (1) is under a current notice of default and/or notice of trustee's sale; (2) is the subject of a pending tax assessor's lien sale; (3) has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) has been transferred under a deed in lieu of foreclosure/sale or (5) is subject to a contract forfeiture. Property acquired by Spokane County at a tax foreclosure sale under chapter 84.64 RCW is not to be included within the definition of "Abandoned Property".))~~
3. "Enforcement Officer" means the Director of the Office of Neighborhood Services and Code Enforcement or its designee.
4. "Evidence of ~~((Vacancy))~~ Foreclosure Status" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is ~~((vacant and not occupied by authorized persons))~~ a Foreclosure Property. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is ~~((vacant))~~ in foreclosure; the presence of boards over doors, windows or other openings in violation of applicable building code; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
5. "Foreclosure" means the legal processes described in Title 61, Revised Code of Washington, in which a mortgagee or other lien holder terminates a property owner's equitable right of redemption to obtain

legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. For purposes of this section, the foreclosure process is not concluded until the property obtained by the mortgagee, lien holder, or their designee, by certificate of title or other means, is sold to a non-related, bona fide purchaser in an arms'-length transaction to satisfy the debt or lien.

6. "Foreclosure Property" means a property that is (1) under a current notice of default and/or notice of trustee's sale; (2) the subject of a pending tax assessor's lien sale; (3) the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) a property title to which has been transferred under a deed in lieu of foreclosure/sale, or (5) subject to a contract forfeiture. Property acquired by Spokane County at a tax foreclosure sale under chapter 84.64 RCW is not "Foreclosure Property" within the meaning of this section. For purposes of this section, a property remains a Foreclosure Property until it is sold at an arms'-length transaction to a non-related bona fide purchaser or until the foreclosure action has been dismissed and any default has been cured.
7. "Lender" means any person who makes, extends, ~~((or))~~ holds, or services a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.
8. "Local Agent" means an individual property manager, property management company, or similar person or entity, located in Spokane County and responsible for, having the authority to make decisions and required expenditures concerning, the maintenance and security of a Foreclosure Property and the abatement of nuisance conditions at the property.
9. "Owner" means any individual or group of natural ~~((person))~~ persons, partnership, association, corporation or other entity having legal or beneficial title in real property including any borrower.
10. "Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.
11. "Responsible ~~((party))~~ Party" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an Owner, borrower, and Lender as defined in this section.

C. Establishment of a Registry

The Office of Neighborhood Services and Code Enforcement shall establish and maintain a Foreclosure Property Registry to implement the terms of this section.

D. Registration of ~~((Abandoned))~~ Foreclosure Properties.

1. Any Lender which holds or services a mortgage on real property located in the City of Spokane shall inspect the property upon mortgage default.
2. The Enforcement Officer can also initiate the registration process.
3. ~~((The))~~ Any ~~((lenders))~~ Lender or other ~~((responsible parties))~~ Responsible Party(ies) of ~~((real property which has been abandoned))~~ a Foreclosure Property as defined in this section shall register that property with the City of Spokane ~~((Department of Building Services))~~ Office of Neighborhood Services and Code Enforcement within ~~((thirty (30) (day))~~ ten (10) (day)) days of the property becoming ~~((abandoned))~~ a Foreclosure Property within the meaning of this section and initial inspection or of receiving notice from the City of the requirements of this section, and every 12 months thereafter until the property is no longer a Foreclosure Property within the meaning of this section. A separate registration is required for each property.
4. The content of the registration shall include:
 - a. Proof of ownership, or financial interest, such as a lien or loan,
 - b. The name, address, phone number, and email address for ~~((and contact information of-))~~the ~~((owner))~~ Owner, ~~((lender))~~Lender, ~~((or))~~ ~~((responsible party))~~ and Responsible Party ~~((or the))~~ and twenty-four hour contact phone number of the Local ~~((agent))~~Agent of the respective entity; and
 - c. ~~((The name and contact information for the local property manager responsible for maintaining the property; and))~~
 - d. Documentation which demonstrates the property is ~~((vacant,))~~ foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.
5. The Lender, Owner, or Responsible Party shall notify the Enforcement Officer within ten (10) days of the date of any change in the information contained in the registration.
6. Mortgagees who have existing Foreclosure Properties on the effective date of this ordinance have 30 calendar days from the effective date to register the property with City of Spokane Office of Neighborhood Services and Code Enforcement. A separate registration is required for each property.
7. All property registrations are valid for one year from the date of entry of registration as recorded by Office of Neighborhood Services and Code Enforcement. Subsequent registrations are due every twelve (12) months thereafter for renewal and must certify required registration data is current and correct.

E. Minimum Property Maintenance Requirements.

While a Foreclosure Property is registered, ~~((The lender))~~ the Lender or ~~((responsible party))~~ Responsible Party shall be required to:

1. maintain and keep Foreclosure ~~((properties))~~ Property free of conditions including, but not limited to:
 - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles,
 - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances, and
 - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure,
2. secure ponds, pools and hot tubs and ensure that they do not become a public nuisance,
3. secure the Foreclosure ~~((property))~~ Property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Preferred ~~((Material used))~~ material for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure, or is of a material that mimics glazed windows and intact doors.
4. Post the property with no trespassing signs and current emergency contact information for the local agent.
5. take any other action necessary to prevent giving the appearance that the property is abandoned, and
6. monitor the Foreclosure ~~((property))~~ Property monthly or more frequently as necessary to prevent the creation of a nuisance.

F. ~~((City))~~ Monitoring of Foreclosure Property.

1. Upon registration, the City will provide regular monitoring of ~~((the))~~ Foreclosure ~~((property))~~ Properties including, but not limited to, periodic site visitation, which will not exceed the City's rights of access as well as notification to ~~((lender))~~ Lender or ~~((responsible party))~~ Responsible Party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of ~~((the))~~ Foreclosure ~~((property))~~ Properties does not relieve the ~~((lender))~~ Lender or other ~~((responsible party))~~ Responsible Party from monitoring and maintaining the property ~~((under subsection D))~~ as required by this section.

2. At least monthly while a Foreclosure Property is registered, the Lender or Responsible Party shall inspect the Foreclosure Property.

G. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

1. As part of the Foreclosure ~~((property))~~ Property registration, the Owner~~((lender))~~, Lender, Local Agent, ~~((or responsible party))~~, Responsible Party, or other person having the legal authority to do so ~~((may))~~ shall waive any objection to the City to enter onto the property for purposes of abating ~~((a))~~ any condition that would constitute an unfit or substandard building as established in RCW 35.80.010, nuisance condition under SMC 10.08.010 Litter, SMC 10.08.030 Nuisance, SMC 10.10 Graffiti, 10.16 Junk Vehicle, and to issue a trespass order against any unauthorized individual from the Foreclosure Property.
2. The City shall notify the ~~((owner))~~ Owner, ~~((lender))~~ Lender, ~~((or responsible party))~~, Responsible Party, or Local Agent ~~((five))~~ ten (10) days prior to the City taking abatement action in order to allow the ~~((owner))~~ Owner, ~~((lender))~~ Lender, ~~((or responsible party))~~, Responsible Party, or Local Agent to abate the condition first unless such abatement constitutes an emergency ~~((and))~~, in which case, the City may abate the emergency ~~((must be abated))~~ immediately.
3. The cost of the abatement of any of the illustrative conditions contained in paragraph E above shall be charged against the Foreclosure ~~((property))~~ Property pursuant to SMC 08.02.067 and shall be lienable pursuant to SMC 17F.070.500 and other applicable sections of the municipal code pursuant to state law.

~~((The lender or responsible party shall provide written authorization to the police department to issue a trespass order against any unauthorized individual from the property.))~~

H. Local ~~((Property Manager/))~~ Agent

The ~~((lender))~~ Lender or ~~((responsible party))~~ Responsible Party shall provide the City with the name, address, telephone number, email address and 24-hour contact information ~~((and contact information))~~ of ~~((the))~~ a Local ~~((local property manager or agent))~~ Agent who has the authority to act to respond to complaints regarding the Foreclosure ~~((property))~~ Property and to remedy any nuisance, substandard or unfit conditions found on the property.

I. Annual ~~((Abandoned))~~ Foreclosure Property Registration Fee.

The ~~((lender))~~ Lender or ~~((responsible party))~~ Responsible Party shall pay the annual non-refundable~~((abandoned))~~ Foreclosure ~~((property))~~ Property registration fee as set forth in SMC ~~((8.02.069))~~ 08.02.0675.

J. ~~((Building Official's Substandard or Unfit Building Declaration~~

If an abandoned property that has been properly registered with the Director of Building Services pursuant to this section is subsequently determined to be a substandard or unfit building by the Building Official pursuant to SMC 17F.070.400-.450, the abandoned property registration fee will not be imposed if the property is subject to the other fees set forth in SMC 8.02.067. If the property is removed from the Building Official's review agenda and the property is not occupied, the abandoned property registration shall be imposed.))

J. Policies and Procedures

The ((City-))Office of Neighborhood Services and Code Enforcement shall ((may)) develop ((policies)) procedures to implement ((the procedure set forth above,)) this section which are consistent with and do not conflict with ((the provisions of-))this section, the Spokane Municipal Code, or ((the Revised Code of-))Washington law.

K. Violation

2. Any person, firm or entity who fails to register ((an abandoned property)) a Foreclosure Property pursuant to the requirements of this section shall be subject to a class 1 civil infraction. Each day in which a Foreclosure Property which is subject to this section is not registered shall constitute a separate violation.
3. Failure to maintain ((the)) a Foreclosure Property ((property)) as required by this section is ((result in the issuance of)) a criminal misdemeanor violation under SMC 10.08.030 for maintaining a nuisance property in addition to applicable penalties for nuisance conditions in the municipal code or state law.
4. Failure to provide notification of changes in ownership of a Foreclosure Property under this section is a class 1 civil infraction.

L. Removal of properties from the registry

1. A property may only be removed from the Foreclosure Property registry upon the Lender's, Owner's, or Responsible Party's written certification that (1) the mortgage or lien on the property has been satisfied or legally discharged, (2) the property is no longer in mortgage default, or (3) the Foreclosure Property has been sold to a non-related party in a bona-fide, arms' length transaction.
2. A Lender's statement that it no longer desires to pursue foreclosure, has filed a dismissal of lis pendens and/or summary of final judgment and/or certificate of title or otherwise, such as deed in lieu of foreclosure shall not be the basis for removal of a Foreclosure Property from the registry under this section.
3. For purposes of this section, a transfer to another entity which is under common ownership with the Lender, as determined in the sole discretion of the Office of Neighborhood Services and Code Enforcement, is not an arms' length transaction.

M. Transfer of Ownership

1. If the mortgage on a registered Foreclosure Property is transferred, the transferee shall be subject to the requirements of this section and shall, within five (5) days of the transfer of the mortgage, register the property as a new registration in accordance with this section. Any previously unpaid registration fees are the responsibility of the transferee and are due and payable upon the new registration.
2. If the mortgagee sells a Foreclosure Property in an arms'-length transaction to a non-related person or entity, the transferee is subject to the terms of this section and shall register the property as a new registration under this section within five (5) days of the sale. Any previously unpaid registration fees shall be the responsibility of the new owner.

Section 2. That section 08.02.0675 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0675 Annual Foreclosure (~~Abandoned~~) Property Registration Fee

There shall be ~~((an))~~ a non-refundable annual fee for ~~((an abandoned property))~~ registration of a Foreclosure Property registration under SMC 17F.070.520 in the amount of ~~((two hundred dollars (\$200.00)))~~ three hundred fifty dollars (\$350.00).

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:
11/30/2015

Date Rec'd	11/16/2015
Clerk's File #	ORD C35326
Renews #	

Submitting Dept	INTEGRATED CAPITAL MGMT	Cross Ref #	
Contact Name/Phone	KATHERINE MILLER 625-6338	Project #	
Contact E-Mail	KEMILLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4250 - SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM 2016-2021		

Agenda Wording

An ordinance of the City of Spokane, Washington adopting a Six-Year Citywide Capital Improvement Program for the years 2016-2021 and amending section 5.5 Capital Facilities Program of the City of Spokane Comprehensive Plan.

Summary (Background)

The City of Spokane's Spokane Municipal Code chapter 7.17 indicates the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. Two Plan Commission workshops were held on October 14th and 28th. A Plan Commission hearing was held on November 11, 2015. The Citywide Improvement Program was found to be consistent with the Comprehensive Plan. The Citywide Six-Year Capital Improvement Program can be viewed on line at www.myspokanebudget.org.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PW 4/27/15 & 10/26/15
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org	
<u>Additional Approvals</u>		tdunivant@spokanecity.org	
<u>Purchasing</u>		acline@spokanecity.org	
		adminteam@spokanecity.org	

ORD C35326

A CD with a copy of the 6 year Capital Facilities Plan can be reviewed in the City Clerk's Office.

ORDINANCE NO. C35326

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2016 THROUGH 2021, 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 2016 through 2021) 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 28, 2015, 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 October 14 and October 28, 2015; and

WHEREAS, after providing appropriate public notices, on November 11, 2015, 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 September 4, 2015, 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 (2016-2021), as set forth in the attached Citywide Capital Improvement Program (2016-2021).

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 (2016-2021).

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

PASSED BY THE CITY COUNCIL ON _____, 2015

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Integrated Capital Management
November 16, 2015

Subject:

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2016-2021, 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 2016 Budget, the first year of the Program reflects the 2016 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 October 14 and October 28, 2015. A Plan Commission hearing was held on November 11, 2015. The Citywide Improvement Program was found to be consistent with the Comprehensive Plan.

The 2016-2021 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 2016-2021 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.

For further information on this subject contact Katherine Miller, Director for Integrated Capital Management at 625-6338.

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

11/03/2014

Date Rec'd

10/23/2014

Clerk's File #

ORD C35175

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Cross Ref #

RES 2014-0096

Contact Name/Phone

ELDON BROWN 625-6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Hearings

Requisition #**Agenda Item Name**

0650 HEARING - VACATION OF ALLEY BETWEEN ROWAN AND NEBRASKA

Agenda Wording

Vacation of alley between Rowan Avenue and Nebraska Avenue from Julia Street to Myrtle Street in Section 34, T26N, R43E, W.M., Spokane, Washington.

Summary (Background)

At its legislative session held October 6, 2014 the City Council set a hearing on the above vacation for November 3, 2014. Since that time, staff has solicited responses from all concerned parties.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

CHESNEY, SCOTT

Study Session**Division Director**

CHESNEY, SCOTT

Other

PCED 6/8/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

RICHMAN, JAMES

lhattenburg@spokanecity.org

For the Mayor


SANDERS, THERESA

amcgee@spokanecity.org

Additional Approvals

ebrown@spkanecity.org

Purchasing

 Agenda Sheet for City Council Meeting of: 11/03/2014		Date Rec'd	10/23/2014
		Clerk's File #	ORD C35175
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	RES 2014-0096
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0650 HEARING - VACATION OF ALLEY BETWEEN ROWAN AND NEBRASKA		
<u>Agenda Wording</u>			
Vacation of alley between Rowan Avenue and Nebraska Avenue from Julia Street to Myrtle Street in Section 34, T26N, R43E, W.M., Spokane, Washington.			
<u>Summary (Background)</u>			
At its legislative session held October 6, 2014 the City Council set a hearing on the above vacation for November 3, 2014. Since that time, staff has solicited responses from all concerned parties.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHESNEY, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	CHESNEY, SCOTT	<u>Other</u>	PCED 6/8/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	amcgee@spokanecity.org	
<u>Additional Approvals</u>		ebrown@spkanecity.org	
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The audit findings and corrective action documents shall remain posted until the auditor/auditing organization determines the findings have been officially mitigated.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

City of Spokane
Planning and Development
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. ORD C35175

An ordinance vacating the alley between Rowan Ave and Nebraska Ave from Julia St. to Myrtle St. in Section 34, T26N, R43E, W.M., Spokane, Washington as requested by Kelly M. Beechinor.

WHEREAS, a petition for the vacation of vacating the alley between Rowan Ave and Nebraska Ave from Julia St. to Myrtle St. in Section 34, T26N, R43E, W.M., Spokane, Washington, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between Rowan Ave and Nebraska Ave from Julia St. to Myrtle St. in Section 34, T26N, R43E, W.M., Spokane, Washington, as requested by Kelly M. Beechinor is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the west 100 feet of the vacated alley for utility services of CenturyLink to protect existing utilities.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

DISTRIBUTION LIST

VACATION OF Alley between Rowan Avenue and Nebraska Avenue from Julia Street to Myrtle Street

POLICE DEPARTMENT
ATTN: LT REX OLSON

NEIGHBORHOOD SERVICES
ATTN: ROD MINARIK

FIRE DEPARTMENT
ATTN: LISA JONES

BICYCLE ADVISORY BOARD
ATTN: LOUIS MEULER

CURRENT PLANNING
ATTN: TAMI PALMQUIST

COMCAST
DESIGN & CONSTRUCTION
1717 E BUCKEYE AVE
SPOKANE WA 99207

WATER DEPARTMENT
ATTN: DIRECTOR DAN KEGLEY

AVISTA UTILITIES
PO BOX 3727
SPOKANE WA 99220

WATER DEPARTMENT
ATTN: JIM SAKAMOTO

WATER DEPARTMENT
ATTN: SUPERINTENDENT LYNN SHUPE

CENTURY LINK
ATTN: KAREN STODDARD
904 N COLUMBUS ST
SPOKANE WA 99202

WATER DEPARTMENT
ATTN: CHRIS PETERSCHMIDT

BURTON TESTAMENTARY TRUST, J B & J
26007 N PTARMIGAN DR
CHATTAROY WA 99003

STREETS
ATTN: MARK SERBOUSEK

STREETS
TRAFFIC PLANNING
ATTN: GERALD OKIHARA

DICKERSON FAMILY REVOCABLE LIVING
TRUST
9907 N WOODRIDGE DR
SPOKANE WA 99208

STREET DEPARTMENT
ATTN: DAUN DOUGLASS

DIXON, EDDIE V
PO BOX 6605
SPOKANE WA 99217

SIGNS AND MARKINGS
ATTN: MARCUS EVELAND

ELECTRONIC SERVICE CENTER
ATTN: VAL MELVIN

FAULKES, JAMES F & ALICE J
3714 E NEBRASKA AVE
SPOKANE WA 99217

PLANNING & DEVELOPMENT
ATTN: ERIC JOHNSON

FAULKES, JAMES F & ALICE J
12912 E VALLEYWAY AVE
SPOKANE WA 99216

CONSTRUCTION MANAGEMENT
ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT
ATTN: KATHERINE MILLER

GOODWIN REVOCABLE TRUST
PO BOX 239
COLBERT WA 99005

WASTEWATER MANAGEMENT
ATTN: BILL PEACOCK

STATE EXAMINER

KELLY M BEECHINOR PROPERTIES, LLC
4510 N FREYA ST
SPOKANE WA 99217

PARKS & RECREATION DEPARTMENT
ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES
ATTN: JACKIE CARO

MCINTYRE LIVING TRUST
5010 E SUNSHINE LN
COLBERT WA 99005

WOOD, SCOTT A
5515 N JULIA ST
SPOKANE WA 99217

NICE, DWYLA C
7321 N SUTHERLIN ST
SPOKANE WA 99208

SCONIERS DEVELOPMENT LLC
PO BOX 6305
SPOKANE WA 99217

SEAL, MARVIN W
10101 E GIBBS RD
VALLEYFORD WA 99036

SIMONSON, ERIC & JODI & JEAN & CHRIS
5914 W HERMAN RD
DEER PARK WA 99006

SLAMA, CATHERINE M & RONALD R
11504 E MAIN AVE
SPOKANE VALLEY WA 99206

SWAN, HOLLYCE A
1726 E NORTH CRESCENT AVE
SPOKANE WA 99207

TOMBARI, WM A
4102 S REGAL ST STE 202
SPOKANE WA 99223

WENDLAND FAM. REV. LIVING TRST
PO BOX 18156
SPOKANE WA 99228



CITY OF SPOKANE
PLANNING AND DEVELOPMENT SERVICES

808 West Spokane Falls Blvd., Spokane WA 99201-3343
(509) 625-6700 FAX (509) 625-6349

STREET VACATION DRAFT REPORT (P1401843VACA)
July 14, 2014

LOCATION: Vacation of the Alley between Rowan Avenue and Nebraska Avenue from Julia Street to Myrtle Street, as requested by Kelly M. Beechinor

PROPONENT: Kelly M. Beechinor Properties, LLC

PURPOSE: To increase private property size and to reduce crime

HEARING: To be determined

REPORTS:

AVISTA UTILITIES – No comment.

COMCAST – No objections.

CENTURYLINK – Centurylink has a plant on the east side of Julia within this proposed area north of an Avista power pole. From their ped they have 103' of 2" conduit to the building at 5524 N Julia St. Centurylink will need to maintain an easement for this area.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No Comment.

FIRE DEPARTMENT – No objections.

NEIGHBORHOOD SERVICES – No comment.

PARKS DEPARTMENT – No comment.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – There are no City utilities in the proposed vacation area. Closure work will be required at Julia St. This will consist of the removal of the existing curb returns and the replacement with curb and sidewalk across the vacated alley to the south end.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comment.

PLANNING & DEVELOPMENT – PLANNING – No comment.

POLICE DEPARTMENT – No comment.

SOLID WASTE MANAGEMENT – No comment.

STREET DEPARTMENT – No comment.

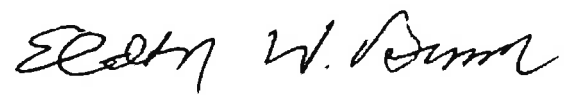
WASTEWATER MANAGEMENT – No objection provided that onsite runoff is retained onsite.

All storm water for the area should be collected and treated on-site.

WATER DEPARTMENT – No comment.

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. The ordinance will provide that the City of Spokane retain an easement to the entire vacated land for the construction, repair, and maintenance of public and private utilities per RCW 35.79.030 as requested by Century Link, to protect existing and future utilities.
2. On-site runoff must be collected and treated on the site.
3. The plans for termination and closure must be submitted and accepted by Planning and Development – Developer Services, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval. This will be required at the west end of the alley.
4. Existing parcels shall be aggregated to insure no parcel is land-locked.
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$21,941.88 and is to be deposited to Budget Account #3200 49199 99999 39510.
6. That the final reading of the vacation be held in abeyance until all of the above conditions are met, and that the above conditions are met by December 31, 2015.

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent than the last name "Brown".

Eldon Brown, P.E.
Principal Engineer – Developer Services

DRAFT

SITE MAP

E Nebraska Ave

N Julia St

N Myrtle St

E Rowan Ave

Right of Way Description:
Alley between Rowan Ave and Nebraska Ave
from Julia St to Myrtle St

COSGIS

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

50 25 0 50 100
Feet



AREA

COSGIS
City of Spokane GIS

