

**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, JANUARY 4, 2016

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. | Setting Hearing on Validated Initiative No. 2015-1 petitions filed on behalf of Jackie Murray, sponsor, relating to Immigration Status Information, for January 11, 2016.
Terri Pfister | Set Hrg
1/11/16 | LGL 2014-0023 |
| 2. | Two-year Value Blanket Order with Otto Environmental Systems, LLC (Eloy, AZ) for the purchase of Automated Refuse Carts, with option for three one-year extensions—annual estimated expenditure of \$200,000 (incl. tax).
Scott Windsor | Approve | OPR 2016-0003
BID 4157-15 |
| 3. | Purchase servers and related equipment from Lenovo, Inc. (Armonk, NY) for the IT Department utilizing WA State Contract #05815-007/MNWNC-117 from January 1, 2016 through December 31, 2016 for \$163,050 (incl. tax).
Michael Sloon | Approve | OPR 2016-0004 |
| 4. | Purchase PC, Laptop, and Mobile Data Hardware Equipment from Dell Marketing L.P. (Dell Financial Services, L.L.C.) (Austin, TX) from January 1, 2016 through December 31, 2016 for \$391,320 (incl. tax).
Michael Sloon | Approve | OPR 2016-0005 |

- | | | | |
|-----|---|---------|------------------------------|
| 5. | Purchase from Washington State Department of Enterprise Services (Olympia, WA), various Software Products from January 1, 2016 through December 31, 2016 for \$108,700 (incl. tax).
Michael Sloon | Approve | OPR 2016-0006 |
| 6. | Purchase Cisco hardware and software from Cerium Networks, Inc. (Spokane, WA) utilizing WA State Contract #01114/AR233 from January 1, 2016 through December 31, 2016 for \$163,050 (incl. tax).
Michael Sloon | Approve | OPR 2016-0007 |
| 7. | Contract with TruePoint Solutions, LLC (Incline Village, NV) for Accela Software Professional Services and Support utilizing GSA Schedule Contract Number GS-35F-025BA, GSA-70—\$99,957.70 (incl. tax).
Michael Sloon | Approve | OPR 2016-0008 |
| 8. | Contract Extension with Cerium Networks, Inc. (Spokane, WA) for maintenance of Cisco equipment in City Hall and other locations from January 1, 2016 through December 31, 2016—estimated cost of \$241,855.05 (incl. tax).
Michael Sloon | Approve | OPR 2014-0008 |
| 9. | Contract Extension with Hyland Software, Inc. (Westlake, OH) for OnBase Software support for the City's document imaging system utilized by various departments from January 1, 2016 through March 31, 2017—estimated cost of \$77,507.83 (incl. tax).
Michael Sloon | Approve | OPR 2015-0013 |
| 10. | Contract Extension with Structured Communications Systems, Inc. (Clackamas, OR) for 24/7 extended support for the Symantec centralized backup software utilized by the City—\$118,960.62 (incl. tax). (This is the second of three one-year renewal options.)
Michael Sloon | Approve | OPR 2012-1035
RFP 3884-12 |
| 11. | Contract with OAC to provide General Contractor/Construction Manager consulting for the CSO Basin 26 Control Facility—not to exceed \$140,590.
Kyle Twohig | Approve | OPR 2016-0009
ENG 2010088 |
| 12. | Interlocal Agreement with Spokane County for funding of the Historic Preservation Program from January 1, 2016 through December 31, 2018—\$30,000 revenue per year.
Megan Duvall | Approve | OPR 2016-0010 |
| 13. | Contract Amendment/Extension of the Memorandum of Understanding with Spokane Arts Commission and Spokane Arts Fund for arts services from January 1, 2016 through December 31, 2016—\$80,000.
Scott Simmons | Approve | OPR 2012-0856 |

- | | | |
|--|---------|------------------------------|
| 14. Purchase & Sale Agreement for the acquisition of properties in conjunction with the Riverside Drive Phase II and Phase III - Sherman Street to Perry Street (Martin Luther King Jr. Way) construction project.
Dave Steele | Approve | OPR 2016-0011
ENG 2005264 |
| 15. Consultant Agreement with Budinger & Associates, Inc., (Spokane Valley, WA) for Geotechnical Engineering On-Call Services (Non-federal)—not to exceed \$400,000. (Various Neighborhoods)
Dan Buller | Approve | OPR 2016-0012
ENG 2016046 |
| 16. Consultant Agreement with Strata, Inc. (Spokane Valley, WA) for Geotechnical Engineering On-Call Services—not to exceed \$200,000. (Various Neighborhoods)
Dan Buller | Approve | OPR 2016-0013
ENG 2016046 |
| 17. Consultant Agreement with T.C. Sherry & Associates (Spokane, WA) for Landscape Architect Design On Call Services for Federally funded projects (Non-Federal)—not to exceed \$250,000.
Dan Buller | Approve | OPR 2016-0014
ENG 2016047 |
| 18. Amendment to the Washington State Department of Ecology State Revolving Fund Loan No. WQC-2015-Spokane-0025 for CSO Basin 33-2 Control Facility on East Sprague—increase of \$553,786 for a total loan amount of \$4,824,586.
Marcia Davis | Approve | OPR 2016-0015
ENG 2011085 |
| 19. First Amendment to the Memorandum of Understanding between the City and Spokane County for regional waste reduction and recycling outreach and education from November 17, 2015 to November 16, 2016—\$200,000 revenue.
Chuck Conklin | Approve | OPR 2015-0099 |
| 20. Amendment to contract with AssetPoint for the yearly Hosting Fee and Technical Support for TabWare® Computerized Maintenance Management System and associated software for the Waste To Energy Facility—\$87,540.
Chuck Conklin | Approve | OPR 2014-0732 |
| 21. Contract Extension with APS Healthcare Bathesda, Inc. (White Plains, NY) for the Employee Assistance Program from January 1, 2016 through December 31, 2016—not to exceed \$2.94 per employee per month (\$65,268 annual cost). (This is the first of two one-year extensions.)
Heather Lowe | Approve | OPR 2013-0001
RFP 3879-12 |
| 22. Contract Extension with Barr-Tech, LLC (Sprague, WA) for transporting, processing, composting and marketing of residential and commercial yard debris and food waste—annual | Approve | OPR 2013-0382
RFP 3916-13 |

estimated expenditure \$987,600. (This is the second of three one-year extensions.)

Scott Windsor

23. Report of the Mayor of pending:

Approve &
Authorize
Payments

CPR 2015-0002

- a. 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 \$_____.

- b. Payroll claims of previously approved obligations through December 19, 2015: \$6,192,724.76.

CPR 2015-0003

24. 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 Human Rights Commission: Two Appointments	Confirm	CPR 1991-0068
Ethics Commission: One Appointment	Confirm	CPR 2006-0042
Spokane Transit Authority Board and Spokane Regional Transportation Commission: One Appointment	Confirm	CPR 1982-0115
Aging and Long-term Care of Eastern Washington: One Appointment	Confirm	CPR 1981-0449

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 No. C35340 amending Ordinance No. C35322 passed the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage and declaring an emergency and appropriating funds in:

General Fund**FROM: City Council - Reserve, \$14,000;****TO: ONS–Community Assembly, same amount.****Council President Stuckart****(This action makes funds available for use by the Community Assembly.)****NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES****(Require Four Affirmative, Recorded Roll Call Votes)**

- RES 2016-0001** Amending the City Council Rules of Procedure.
Council President Stuckart
- ORD C35336** Amending Ordinance C-29198 that amended Ordinance No. A-1282 (relating to Carlisle Avenue vacation) that passed the City Council January 6, 1903. (Logan Neighborhood)
Eldon Brown
- ORD C35337** Amending C-12256 vacating a portion of Marietta Avenue in the City of Spokane. (Logan Neighborhood)
Eldon Brown
- ORD C35338** Amending C-29084 vacating Buckeye Avenue from Standard Street to Dakota Street. (Logan Neighborhood)
Eldon Brown

FIRST READING ORDINANCES**(No Public Testimony Will Be Taken)**

- ORD C35300** Relating to earned sick and safe leave in the City of Spokane; creating a new Title 09 to the Spokane Municipal Code; amending sections 01.05.170, and 04.04.050 of the Spokane Municipal Code.
Council Member Snyder
- ORD C35341** Renaming Centennial Alley from the west side of Elm Street to the south side of Summit Parkway and naming of the public alley in alignment with Centennial on the east side of Elm Street to the south side of Summit Parkway to “Centennial Way.”
Tami Palmquist
- ORD C35342** Relating to Administration and Procedures of the Unified Development Code; amending SMC sections 17G.010.070, 17G.010.160, 17G.025.010, 17G.050.310, 17G.060.075, 17G.060.210, 17G.060.240, 17G.080.020, 17G.080.040.
Tami Palmquist
- ORD C35343** Relating to definitions used in the Unified Development Code; amending SMC sections 17A.020.030 and 17A.020.060.
Tami Palmquist
- ORD C35344** Relating to Building Moving and Relocation; amending SMC sections 10.26.010, 10.26.020, 10.26.030, 10.26.040, 10.26.070, 10.28.020, 10.28.040, 10.28.050, 10.28.070, 10.28.080.
Tami Palmquist

- ORD C35345 Relating to Obstructions and Encroachments in the Public right-of-way; amending SMC sections 12.02.060, 12.02.0706, 12.02.0707, 12.02.0708, 12.02.0710, 12.02.0712, 12.02.0714, 12.02.0716, 12.02.0718, 12.02.0720, 12.02.0722, 12.02.0723, 12.02.0724, 12.02.0726, 12.02.0726, 12.02.0730, 12.02.0735, 12.02.0737, 12.02.0740, 12.02.0745, 12.02.0750, 12.02.0755, 12.02.0704.
Tami Palmquist
- ORD C35346 Relating to Land Use Standards of the Unified Development Code; amending SMC sections 17C.110.100, Table 17C.110-1, 17C.110.200, Table 17C.110-3, 17C.110.230, 17C.120.110, 17C.120.310, 17C.122.135, 17C.124.210, Table 17C.124-2, 17C.124.310, 17C.130.310, 17C.200.020, 17C.200.040, 17C.200.050, 17C.230.140.
Tami Palmquist
- ORD C35347 Relating to transportation impact fees; amending SMC sections 17D.075.020.
Tami Palmquist
- ORD C35348 Relating to environmental standards of the Unified Development Code; amending SMC sections 17E.060.280 and Table 17E.060-04.
Tami Palmquist
- ORD C35349 Relating to the existing building and conservation code; repealing SMC Section 17F.070.190.
Tami Palmquist
- ORD C35350 Relating to land use fees; amending SMC sections 08.02.0220, 08.02.038, 08.02.065.
Tami Palmquist
- ORD C35351 Relating to Street Obstruction Permits; amending SMC sections 07.02.070.
Tami Palmquist
- FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARING

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

RECOMMENDATION

- | | | | |
|-----|--|------------------|------------|
| H1. | Public Hearing on Interim Zoning Ordinance C35329 of the City of Spokane, Washington, passed as an emergency on November 30, 2015, relating to the definition of a household.
Council President Stuckart | Council Decision | ORD C35329 |
|-----|--|------------------|------------|

**Motion to Approve Advance Agenda for January 4, 2016
(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 January 4, 2016, Regular Legislative Session of the City Council is adjourned to January 11, 2016.

NOTES



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/22/2015
Clerk's File #	LGL 2014-0023
Renews #	

Submitting Dept	CITY CLERK	Cross Ref #	
Contact Name/Phone	TERRI PFISTER 625-6350	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0260 HEARING ON VALIDATED INITIATIVE NO. 2015-1 PETITIONS		

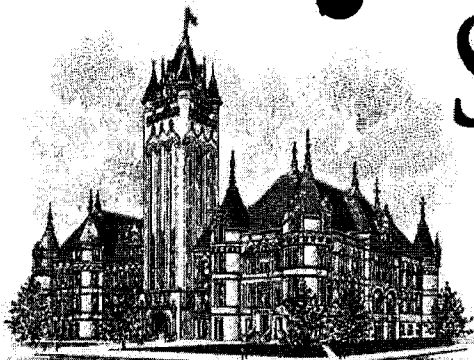
Agenda Wording

Setting Hearing on Validated Initiative No. 2015-1 petitions filed on behalf of Jackie Murray, sponsor, relating to Immigration Status Information, for January 11, 2016.

Summary (Background)

In order to be placed on the November 2017 ballot, 2,586 validated signatures are required. The validation breakdown reflects that the Spokane County Elections Office examined 3,840 signatures of which 2,626 were valid. This constitutes 5.079 percent of the votes cast at the last general municipal election held November 3, 2015.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	PFISTER, TERRI	Study Session	
Division Director		Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	mpiccolo	
For the Mayor	SANDERS, THERESA	bmclatchey	
Additional Approvals		tpfister	
Purchasing			



SPOKANE COUNTY COURT HOUSE

SPOKANE COUNTY

ELECTIONS DEPARTMENT

1033 W. Gardner Ave., Spokane, WA 99260-0025
(509) 477-2320 • Fax (509) 477-6607 • TDD: (509) 477-2333

STATE OF WASHINGTON)

County of Spokane)

ss.

CERTIFICATE

The Spokane County Elections Department does hereby certify that the following is a true and correct recapitulation of the results of the verification of signatures submitted by the City of Spokane on July 15, 2015 (Pages 1 – 1810) and on July 20, 2015 (Pages 1811 – 1920) in the matter of:

Initiative No. 2015--1 petitions filed by or on behalf of Jackie Murray

The required number of valid signatures to equal 5% of the number of registered voters who voted in the last General Municipal Election (November 2015) in the City of Spokane is 2,586.

The Spokane County Elections Office examined 3,840 signatures, of which 2,626 were valid and 1,214 were not valid.

SPOKANE COUNTY ELECTIONS DEPARTMENT

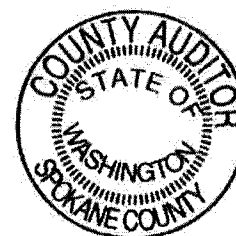
Wicky McAlton
County Auditor

ATTEST:

Mike McLaughlin
Mike McLaughlin – Elections Manager

December 9, 2015

cc: File



City of Spokane

Petition

2015-01

Delivered 7/15/2015

Delivered 7/20/2015

Signatures Checked	3620		220		3,840	
Approved	2440	67.4%	186	84.5%	2,626	68.4%
		0.0%				
Not Registered	343	9.5%	6	2.7%	349	9.1%
Out of District	535	14.8%	7	3.2%	542	14.1%
Signed more than once	85	2.3%	10	4.5%	95	2.5%
Withdrawn	11	0.3%	1	0.5%	12	0.3%
Cannot Identify	43	1.2%	1	0.5%	44	1.1%
Signatures Don't Match	42	1.2%	1	0.5%	43	1.1%
Cancelled	33	0.9%		0.0%	33	0.9%
Blank Line	88	2.4%	8	3.6%	96	2.5%

REQUIRED WARNING!

Under Washington law every person who signs an initiative or referendum petition with any other than his or her true name, knowingly signs more than once, or signs when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes any false statement on such petition may be guilty of a misdemeanor.

Initiative Petition to the Spokane City Council Initiative No. 2015-1

RECEIVED

We, the undersigned citizens and legal voters of the City of Spokane, Washington require that this ordinance known as Initiative No. 2015-1 - a full, true and correct copy of which is printed herein - be passed without alteration by the Spokane City Council, or be submitted to electors of the City of Spokane for their approval **CITY CLERK'S OFFICE** available special or general municipal election. If submitted to election, the proposed ordinance shall appear as the following proposition:
SPokane, WA

City of Spokane Proposition No. 2015-1

An Ordinance Relating to Immigration Status Information

The City Council adopted Ordinance Nos. C-35164 and C-35167, regarding biased-free policing and immigration status information respectively, prohibiting the inquiry of an individual's immigration status by city officers or employees unless required by law or court order. This proposition would remove from the Spokane Municipal Code words added by the ordinances which prohibit city employees from acquiring or ascertaining immigration status information in the course of lawful duties. Should this proposition be enacted into law? Yes ☐ No ☐

Summary of Measure

THE LAW AS IT CURRENTLY EXISTS: SMC 3.10.040, regarding biased-free policing, and 3.10.050, regarding immigration information status, prohibit city officers or employees from inquiring into an individual's immigration information status or engaging in activities designed to ascertain the immigration status of any person unless required by law or court order. THE EFFECT OF THE PROPOSAL, IF APPROVED: This proposition would amend SMC 3.10.040, repeal SMC 3.10.050, and adopt a new section SMC 3.10.060, thereby eliminating the prohibition of city employee use of immigration status information. Any future regulations limiting the ability of any city employee from collecting immigration status information, communicating immigration status information and cooperating with federal law enforcement authorities would require a majority vote of the City Council and of the people at the next general election.

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of The City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once. (The full text of the proposed ordinance is printed on the reverse side of this page.)

Petitioner's Signature (as on voter's registration) Spokane City voters only	Print Name	Spokane Street Address & Zip	Date Signed
<i>X Autumn Poyer</i>	Autumn Poyer	1612 W Lee st 99207 Email: _____ eMail address (optional, to stay informed)	31/4/2015 phone (optional)
<i>X Herb C. J. name</i>	HERB TRANSUE	3301 N. FARR 99206 Email: _____ eMail address (optional, to stay informed)	314/2015 phone (optional)

Immediately ask Friends to SIGN & MAIL to:

Jackie Murray - RESPECT WASHINGTON, P.O. Box 7226, Spokane, WA 99207

PLEASE DUPLICATE THIS PETITION (ONE SHEET, DOUBLE-SIDED) FOR ADDITIONAL SIGNATURE LINES

ORDINANCE NO. C - 2015-1

AN ORDINANCE RELATING TO IMMIGRATION STATUS INFORMATION; AMENDING SMC SECTION 3.10.040; REPEALING SMC SECTION 3.10.050 AND ADOPTING A NEW SECTION 3.10.060 TO CHAPTER 3.10 OF THE SPOKANE MUNICIPAL CODE

The City of Spokane does ordain:

Section 1. That SMC 3.10.040 (Ord. No. C35164 relating to bias-free policing), is amended to read as follows:

3.10.040 Biased-Free Policing

A. The City of Spokane is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair and equitable manner.

B. Spokane Police Department Officers and all officers commissioned under the Spokane Police Department shall be prohibited from engaging in bias-based profiling.

C. Bias-based profiling is defined as an "act of a member of the Spokane Police Department or a law enforcement officer commissioned by the Spokane Police Department that relies on actual or perceived race, national origin, color, creed, age, ((citizenship status;)) gender, sexual orientation, gender identity, disability, socio-economic status, or housing status or any characteristic of protected classes under federal, state or local laws as the determinative factor initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity."

D. The Spokane Police Department shall maintain policies consistent with this section.

Section 2. That SMC 3.10.050 SMC (Ord. No. C35167 relating to immigration status information), is repealed.

((3.10.050 — Immigrant Status Information

A. Unless required by law or court order, no Spokane City officer or employee shall inquire into the immigration status of any person, or engage in activities designed to ascertain the immigration status of any person.

B. Spokane Police Department officers shall have reasonable suspicion to believe a person has been previously deported from the United States, is again present in the

United States, and is committed or has committed a felony criminal law violation before inquiring into the immigration status of an individual.

C. The Spokane Police Department shall not investigate, arrest, or detain an individual based solely on immigration status.

D. The Spokane Police Department shall maintain policies consistent with this section.))

Section 3. That there is adopted a new section 3.10.060 to chapter 3.10 of the Spokane Municipal Code to read as follows:

3.10.060 Respect for Law: The City of Spokane shall not limit the ability of any city employee from collecting immigration status information, communicating immigration status information and cooperating with federal law enforcement authorities unless such regulation is approved by a majority of the city council and a majority vote of the people at the next general election.

Section 4. Construction: The provisions of this measure are to be liberally construed to effectuate the intent, policies, and purposes of this measure.

Section 5. Severability: Should any provision of this ordinance or its application to any person or circumstances be held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 6. Effective Date. This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane Auditor's Office.

Section 7. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

LEGISLATIVE HISTORY

Ordinances C35164 and C35167 were passed by 5-2 Council votes on October 20 and October 27, 2014, respectively.

Members who voted for Spokane to become a sanctuary for illegal aliens:

Benjamin Stuckart (term ends 2015)
Candace Mumm (Dist 3 term ends 2017)
Jon Snyder (Dist 2 term ends 2017)
Karen Stratton (Dist 3 term ends 2015)
Amber Waldref (Dist 1 term ends 2017)

Members who voted to prevent Spokane from becoming a sanctuary for illegal aliens, and to defend the right of taxpayers, police and other city employees to refuse finance and harbor of lawless activity:

Mike Allen (Dist 2 term ends 2015)
Mike Fagan (Dist 1 term ends 2015)

Date of Mayor's signature:

David Condon (term ends 2015)

Ord. C35164 on November 6, 2014

Ord. C35167 on November 12, 2014

Prime Sponsor: Benjamin Stuckart

(term ends 2015)

INSTRUCTIONS:

STEP 1: Make 2-sided copies of this blank paper petition for friends. Or download the petition file from www.RespectWashington.us and print 2-sided.

STEP 2: Fill signature lines immediately.

Do not procrastinate. Fill this petition this week.

STEP 3: Mail petition and contribution (check please, no cash) to:

www.RespectWashington.us

P.O. Box 7226, Spokane, WA 99207

(509) 565-0244

Please help us cover the costs of this petition by enclosing your most generous check when you mail in your signed petition sheet. Thank you.

PAID FOR BY RESPECT WASHINGTON



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/15/2015
Clerk's File #	OPR 2016-0003
Renews #	

Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	SCOTT 625-7806	Project #	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	Bid #	4157-15
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4500 SWC VALUE BLANKET PURCHASE OF AUTOMATED REFUSE CARTS		

Agenda Wording

Two-year Value Blanket Order, with option for three one-year extensions, with Otto Environmental Systems, LLC (Eloy, AZ) for the purchase of Automated Refuse Carts -- annual estimated expenditure of \$200,000 (including tax).

Summary (Background)

The City of Spokane issued bid #4157-15 for the purchase of 32, 68 and 95 gallon automated refuse carts. Otto Environmental was the lowest responsive bidder. These automated refuse carts are similar to the carts that the City has used for over 15 years so current parts inventory can be utilized. This contract will provide carts for new account growth and replacement carts for existing customers. The City has done business with Otto Environmental in the past with satisfactory results.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 200,000 including tax	#	4500-45100-37148-53502
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WINDSOR, SCOTT	<u>Study Session</u>	PWC 12-14-2015
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	sharon.baker@otto-usa.com	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		jason.gorske@otto-usa.com	
<u>Purchasing</u>	WAHL, CONNIE	rschoonover@spokanecity.org	
		cwahl@spokanecity.org	
		shawley@spokanecity.org	
		jsalstrom@spokanecity.org	

BID TABULATION

BID #4157-15 Semi & Fully Automated Refuse Carts

FOR: Solid Waste Collection Department

DUE: Monday, August 3, 2015

	DESCRIPTION	CASCADE ENGINEERING, INC. Grand Rapids, MI		OTTO ENVIRONMENTAL SYSTEMS, LLC Charlotte, NC	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SUBMIT BID PRICING ON QUANTITY OF 2320 (specify quantity of 2 semi – truck loads if different _____)	32 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$36.09 (specify quantity of 2 semi –truck loads if different <u>2200</u>)	\$83,728.80	\$32.23 (specify quantity of 2 semi –truck loads if different _____)	\$74,773.60
SUBMIT BID PRICING ON QUANTITY OF 1440 (specify quantity of 2 semi – truck loads if different _____)	68 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$46.21 (specify quantity of 2 semi –truck loads if different <u>1600</u>)	\$66,542.40 Note: deduct \$4.00 per cart for Cascade Standard 10" plastic wheels	\$45.94 (specify quantity of 2 semi –truck loads if different _____)	\$66,153.60
SUBMIT BID PRICING ON QUANTITY OF 912 (specify quantity of 2 semi – truck loads if different _____)	95 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$55.28 (specify quantity of 2 semi –truck loads if different <u>1160</u>)	\$50,415.36 Note: deduct \$4.00 or \$2.00 per cart for Cascade Standard depending on wheel size	\$55.81 (specify quantity of 2 semi –truck loads if different _____)	\$50,898.72
120 EA	REPLACEMENT LIDS FOR 32 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$10.25	\$1,230.00	\$7.00	\$840.00

120 EA	REPLACEMENT LIDS FOR 68 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$12.25	\$1,470.00	\$10.50	\$1,260.00
120 EA	REPLACEMENT LIDS FOR 95 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$12.95	\$1,554.00	\$10.50	\$1,260.00
240 EA	REPLACEMENT LID HINGE PINS FOR 32, 68, 95 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$.20	\$48.00	\$.15	\$36.00
150 EA	REPLACEMENT RUBBER WHEELS FOR 32 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$6.00	\$900.00	\$2.75	\$412.50
150 EA	REPLACEMENT RUBBER WHEELS FOR 68 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$6.00	\$900.00	\$5.50	\$825.00
150 EA	REPLACEMENT RUBBER WHEELS FOR 95 GAL SEMI & FULLY AUTOMATED REFUSE CARTS, AS SPECIFIED IN MINIMUM SPECIFICATIONS TABLE	\$6.00	\$900.00	\$6.50	\$975.00
	SUBTOTAL		\$207,688.56		\$197,434.42
	SALES TAX		\$18,068.91		\$17,176.79
	GRAND TOTAL		\$225,757.47		\$214,611.21

The bid request was e-mailed to 23 suppliers/plan centers, with 2 bid responses and 1 “no bid” response received from Toter, Inc.

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

BRIEFING PAPER
Public Works Committee
Solid Waste Collection
December 14, 2015

Subject

Award and creation of a Value Blanket Order for the purchase of Automated refuse carts.

Background

The Solid Waste Management Department requests award and creation of a Value Blanket Order to purchase Automated refuse carts. A bid (#4157-15) was issued for 32-gallon, 68-gallon and 95-gallon Automated refuse carts. The contract was awarded to the lowest bidder, Otto Environmental Systems, LLC. The initial contract will be for two years with the option of three one-year extensions.

Impact

Automated refuse carts allow residential accounts to benefit from the automated collection of garbage for disposal. Purchase of these carts will allow us to have inventory available for cart replacement, as well as new account growth. The anticipated annual expenditure may be up to \$200,000, including tax.

Action

Recommend approval

Funding

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



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/8/2015
Clerk's File #	OPR 2016-0004
Renews #	
Cross Ref #	OPR 2015-0004
Project #	
Bid #	
Requisition #	VB MASTER

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5300 LENOVO PURCHASE MASTER (2016)

Agenda Wording

Approval to purchase servers and related equipment from Lenovo, Inc. for the IT Department utilizing WA State Contract #05815-007/MNWNC-117. January 1, 2016 through December 31, 2016 for \$163,050.00 including tax.

Summary (Background)

Acquisition is needed to replace EOS (End of Service) servers and to purchase new servers compatible with our application requirements, server management tools, and server virtualization standards.

Fiscal Impact		Budget Account	
Expense	\$ 163,050.00 inc tax	#	Various Accounts
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com, Dec 7, 2015
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		Lenovo - mautrey@lenovo.com	



Agenda Sheet for City Council Meeting of: 01/04/2016

Date Rec'd	12/8/2015
Clerk's File #	OPR 2016-0005
Renews #	
Cross Ref #	OPR 2015-0005
Project #	
Bid #	
Requisition #	VB MASTER

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5300 DELL MARKETING PURCHASE (2016)

Agenda Wording

Approval to purchase PC, Laptop, and Mobile Data Hardware Equipment from Dell Marketing L.P. (Dell Financial Services, L.L.C.)Austin, TX. January 1, 2016 through December 31, 2016 for \$391,320.00 including tax,

Summary (Background)

Dell Marketing L.P. currently provides the City of Spokane with PC, Laptop, and Mobile Data Hardware for purchase for various City Departments. The purpose of the new equipment is for efficiencies, improved service, high speed connectivity, future capacity, and aligns with The City's standard for PC, Laptop, and Mobile Data equipment and deployment. The City of Spokane IT Department has utilized WA State Contract #05815-003/MNWN-108 for its selection of Dell Marketing L.P.

Fiscal Impact		Budget Account	
Expense	\$ 391,320.00 inc tax	#	Various Accounts
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com, Dec 7, 2015
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		Dell - thomas_bedeian@dell.com	

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

01/04/2016

Date Rec'd	12/8/2015
Clerk's File #	OPR 2016-0006
Renews #	

Submitting Dept	INFORMATION TECHNOLOGY	Cross Ref #	OPR 2015-0003
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VB MASTER
Agenda Item Name	5300 WA STATE DES SOFTWARE PURCHASE (2016)		

Agenda Wording

Approval to purchase from Washington State Department of Enterprise Services (Olympia, WA), various Software Products. January 1, 2016 through December 31, 2016 for \$108,700.00 including tax.

Summary (Background)

Washington State DES currently provides the City of Spokane with Microsoft(T11-MST-579), Autodesk(T98-TSD-309) and Adobe(T11-COR-521) Software Products which includes Maintenance and Support Subscription/Upgrades for purchase for various City Departments. Washington State DES has already negotiated and established contracts that include pricing advantages for other government agencies to utilize. The City of Spokane IT Department utilizes this opportunity whenever possible.

Fiscal Impact		Budget Account	
Expense	\$ 108,700.00 inc tax	#	Various Accounts
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com, Dec 7, 2015
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		WA State DES - mike.dombrowsky@des.wa.gov	



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/8/2015
Clerk's File #	OPR 2016-0007
Renews #	
Cross Ref #	OPR 2015-0794
Project #	
Bid #	
Requisition #	VB MASTER

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5300 CERIUM PURCHASING VALUE BLANKET (2016)

Agenda Wording

Approval to purchase Cisco hardware and software from Cerium Networks, Inc. (Spokane, WA) for the City of Spokane utilizing WA State Contract #01114/AR233. January 1, 2016 through December 31, 2016 for \$163,050.00 including tax.

Summary (Background)

Acquisition is needed to replace EOS (End of Service) network equipment and to purchase new network equipment compatible with our voice and data application requirements, and security for all City departments. Including established standards for supporting the following departments: Water, Wastewater Management, and Traffic.

Fiscal Impact		Budget Account	
Expense	\$ 163,050.00 inc tax	#	Various Accounts
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com, Dec 7, 2015
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		Cerium - jllynch@ceriumnetworks.com	

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

01/04/2016

Date Rec'd	12/8/2015
Clerk's File #	OPR 2016-0008
Renews #	

Submitting Dept	INFORMATION TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR16318000
Agenda Item Name	5300 TRUEPOINT ACCELA SOFTWARE SUPPORT (2016)		

Agenda Wording

Contract with TruePoint Solutions, LLC for Accela Software Professional Services and Support utilizing GSA Schedule Contract Number GS-35F-025BA, GSA-70. Contract amount for \$99,957.70 including tax.

Summary (Background)

The Planning Department would like to explore the possibilities to enhance the Accela Automation implementation. The estimate is a blanket as needed support agreement for the Planning Department to enhance the Accela Automation functionality. The Accela application professional services enhancement solutions installed will give the City gains in a more robust and flexible tool for delivering permit based services and solutions throughout the City.

Fiscal Impact		Budget Account	
Expense	\$ 99,957.70 inc tax	#	4700-30210-24100-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com, Dec 7, 2015
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		TruePoint - lhobday@truepointsolutions.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Information Technology obtains additional skills and experience to better maintain and develop future Accela solutions.

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

City of Spokane

Accela Improvement Effort
On-Going Service and Support
Planning Department

Statement of Work Proposal

11/13/2015

Table of Contents

I. Vendor Background & Qualifications	3
TruePoint Company History	3
Project Understanding	4
II. TruePoint Staff	4
III. Project Scope	4
Proposed Services	4
Costs Proposal	4
IV. Billing Policies and Procedures	6
V. Signatures and Approvals	6

I. Vendor Background & Qualifications

TruePoint Company History

TruePoint Solutions, LLC is a privately held software and solutions company based in the Sacramento region. We bring an unparalleled level of experience designing, developing, implementing, and supporting complex government IT solutions. Our team has an average of 16+ years of public sector IT experience.

TruePoint Solutions was established in 2004 and became an Accela certified implementation partner in early 2005. Current implementation projects which TruePoint is involved include:

Accela Projects and Experience

Cities	Cities	Counties
<ul style="list-style-type: none"> Alameda, CA Atlanta, GA Asheville, NC Ceres, CA Clearwater, FL Cleveland, OH Corvallis, OR El Paso, TX Fort Collins, CO Grand Rapids, MI Grass Valley, CA Indianapolis, IN Martinez, CA Maryland Heights, MO McAllen, TX New York City, NY Oklahoma City, OK Omaha, NE Ontario, CA Palo Alto, CA Peoria, AZ Pleasanton, CA Pleasant Hill, CA Reno, NV Rochester, MN Roseville, CA 	<ul style="list-style-type: none"> Sacramento, CA San Leandro, CA Santa Monica, CA Seattle, WA Tacoma, WA Tigard, OR Virginia Beach, VA Watertown, WI West Sacramento, CA 	<ul style="list-style-type: none"> Adams County, CO Arapahoe County, CO Bexar County, TX Boulder County, CO Buncombe County, NC Clackamas County, OR Carroll County, MD Cobb County, GA Contra Costa County, CA Gwinnett County, GA King County, WA Maricopa County, AZ Marion County, IN Multnomah County, OR Monterey County, CA Napa County, CA Placer County, CA Pinal County, AZ Pima County, AZ Sacramento County, CA San Diego County, CA San Mateo County, CA Stanislaus County, CA Weld County, CO City & County of Denver City & County of San Francisco
	Towns	
	<ul style="list-style-type: none"> Los Gatos, CA Paradise, CA 	
	Other Government Agencies	
	<ul style="list-style-type: none"> DC – OSSE CA – OSHPD State of Montana TRPA-Tahoe Regional Planning Auth. CA State Lands Commission NY State 	
	Legend	
	TruePoint Accela Automation Projects/Clients	
	<ul style="list-style-type: none"> Accela Legacy Upgrade - Tidemark Accela Legacy Upgrade - Permits Plus Accela Legacy Upgrade - Kiva 	

Project Understanding

TruePoint Solutions appreciates the opportunity to work with the City of Spokane to enhance the utilization of your Accela products and supporting the day to day needs of IT and your clients. The Accela Automation system is very feature rich and can be continually enhanced to better support your business needs. As we support your needs we will also focus on knowledge transfer of the Accela Automation product features implemented for the City.

II. TruePoint Staff

This Project represents an important technology undertaking for the City. TruePoint will assign talented staff that has in-depth knowledge of your current implementation.

Keith Hobday will be the main point of contacts for this engagement and ultimately responsible for all members of the TruePoint team that are assigned to assist with tasks.

III. Project Scope

The Planning Department would like to explore possibilities to enhance there Accela Automation implementation. The estimate is a blanket as needed support agreement for the Planning Department.to enhance the Accela Automation functionality.

Proposed Services

Task Requests Proposed to TruePoint

Rates are based on TruePoint's GSA Contract "GS-35F-025BA" using SIN 132.51 – Senior Business Analyst at a rate of \$166.26 per hour.

Costs Proposal

Task	Hours	Rate	Total	Comment
General Consulting	495	166.26	\$82,298.70	General Consulting and configuration improvements
Sales Tax on services if required (8.7%)			\$7,159.00	
Estimate Expenses			\$10,500.00	Estimated 7 trips at \$1,500/trip = \$10,500
Total with Tax			\$99,957.70	

IV. Billing Policies and Procedures

Services time will be billed monthly as work is requested by the City. The City may terminate the services agreement at any time in writing. The City shall be responsible for payment for any effort expended prior to notification of termination.

Any activities based on this statement of work will be approved by the City of Spokane Business and Developer Services and Information Technology Departments prior to any action being taken.

V. Signatures and Approvals

Both parties acknowledge that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this Agreement cannot be altered, amended or modified, except in writing that is signed by an authorized representative of both parties.

Accepted By: City of Spokane	Accepted By: TruePoint Solutions, LLC.
By:	By:
Print Name:	Print Name: Keith Hobday
Title:	Title: Partner
Date:	Date:

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and TRUEPOINT SOLUTIONS, LLC, whose address is 774 Mays Boulevard, 10-277, Incline Village, Nevada 89451, as "Company".

1. PERFORMANCE. The Company shall PROVIDE ACCELA SOFTWARE PROFESSIONAL SERVICES AND SUPPORT, according to the Company's proposal dated November 13, 2015.
2. CONTRACT TERM. The Contract shall begin upon notice to proceed and run through December 31, 2016, unless terminated earlier.
3. COMPENSATION. The City shall pay the Company a maximum of NINETY NINE THOUSAND NINE HUNDRED FIFTY SEVEN AND 70/100 DOLLARS (\$99,957.70), including sales tax, as full compensation for everything furnished and done under this Contract.
4. PAYMENT. The Company shall send its applications for payment to Information Technology, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Company's application.
5. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
6. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
7. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. AUDIT / RECORDS. The Company and its sub-companies shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its sub-companies shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

9. TERMINATION. Either party may terminate this Contract, with or without cause, by ten (10) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

11. INDEPENDENT COMPANY. The parties intend that an independent Company – employer relationship will be created by this Contract.

12. INDEMNIFICATION. The Company shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Company's performance of this Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following types and amounts of insurance:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Company's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

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

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subCompanies comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

15. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

16. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

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

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

D. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

TRUEPOINT SOLUTIONS, LLC.

E-mail address: _____

By: _____

Title: _____

15-332

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

01/04/2016

Date Rec'd

12/8/2015

Clerk's File #

OPR 2014-0008

Renews #**Submitting Dept**

INFORMATION TECHNOLOGY

Contact Name/Phone

MICHAEL 625-6468

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5300 CERIUM SMARTNET (2016)

Cross Ref #**Project #****Bid #**

RFP 3984-13

Requisition #**Agenda Wording**

Contract Extension(OPR2014-0008)with Cerium Networks, Inc.(Spokane, WA) for maintenance of Cisco equipment located in City Hall and other locations. January 1,2016 through December 31,2016 for est. \$241,855.05 with tax.

Summary (Background)

SmartNet which is the maintenance portion for Cisco hardware and software is provided by Cerium Networks as part of the RFP#3984-13 for the City's Phone and Network System. The City of Spokane uses Cisco Switches and Routers as the primary network connection device. This contract provides maintenance of hardware and software support for these critical products.

Fiscal Impact**Budget Account**

Expense \$ 241,855.05 est inc tax

5300-73400-18850-54804

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session

Fin Com, Dec 7, 2015

Division Director

FINCH, ERIC

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

Accounting - kbustos@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - jsalstrom@spokanecity.org

Additional Approvals

Legal - hwhaley@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - jhamilton@spokancity.org

Taxes & Licenses

Cerium - jlynch@ceriumnetworks.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This contract will be reviewed annually and each additional year could increase costs based upon products purchased the previous year.

Summary (Background)

The services include access to upgrades of essential operating system software as well as 24x7x365 direct support access to the manufacturer's technical assistance group. The maintenance coverage of the devices provide fix/replacement of defective hardware for a fractional cost of buying a replacement unit as well as an expedited shipping schedule, which minimizes downtime of resources.

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

Distribution List



Cerium Networks
1636 West 1st Avenue
Spokane, WA 99201
 800-217-0933
csc@ceriumnetworks.com

PURCHASE AGREEMENT

Project # CERQ64403
Date 12/01/15
Sales Rep. Jeff Lynch

Sold To:

City of Spokane - HQ
 Michael Sloon
 808 W. Spokane Falls Blvd.
 7th Floor - City Hall
 Spokane, WA 99201

Ship To:

City of Spokane - HQ
 Michael Sloon
 808 W. Spokane Falls Blvd.
 7th Floor - City Hall
 Spokane, WA 99201

Spokane Location:
 1636 West 1st Avenue
 Spokane, WA 99201
 Fax: (509) 536-8633

Smartnet Renewal 2016 Coterminous End Date 12/31/2016

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1		Contract 2384749		
2	1	SNTC 8X5XNBD	\$64,965.55	\$64,965.55
3		SubTotal		\$64,965.55
4				
5		Contract 2384749		
6	1	SNTC 8X5XNBD	\$13,006.50	\$13,006.50
7	-1	Credit Smartnet on Cisco 5760 Wireless Controllers	\$3,761.45	-\$3,761.45
8		SubTotal		\$9,245.05
9				
10				
11		Contract 90175098		
12	1	SNTC 24X7X4	\$39,425.79	\$39,425.79
13		SubTotal		\$39,425.79
14				
15		Contract 90175100		
16	1	SWSS UPGRADES - Software Support + Upgrades	\$108,861.36	\$108,861.36
17		SubTotal		\$108,861.36

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
Pricing valid for 15 days			Subtotal	\$222,497.75

Applicable taxes and/or freight & handling to be billed upon final invoicing

Your Smartnet coverage on this existing contract is about to expire or has expired already and needs to be renewed. If you wish to renew, please sign and fax or mail back to Cerium Networks. An order for the contract renewal will be placed and you will receive an invoice on your account.

City of Spokane - HQ

Authorized Signature

Printed Name:

Title:

Date:

City of Spokane Smartnet Renewal 2015
Coterminous End Date 12/31/2016

Contract 2384749 SNTC 8X5XNBD										
Quan	Service Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date	Each List	Extended List	Price	
1	CON-SNT-AIRBR13A	AIR-BR1310G-A-K9	FTX1138U06V	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 120.00	\$ 120.00	\$	104.40
1	CON-SNT-AIRBR13A	AIR-BR1310G-A-K9	FTX1138U072	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 120.00	\$ 120.00	\$	104.40
1	CON-SNT-AIRBR13A	AIR-BR1310G-A-K9	FTX1138U07A	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 120.00	\$ 120.00	\$	104.40
1	CON-SNT-AIRBR13A	AIR-BR1310G-A-K9	FTX1138U080	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 120.00	\$ 120.00	\$	104.40
1	CON-SNT-AIRBR13A	AIR-BR1310G-A-K9	FTX1138U08D	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 120.00	\$ 120.00	\$	104.40
1	CON-SNT-AIRBR13A	AIR-BR1310G-A-K9	AIR-BR1310G-A-K9	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 120.00	\$ 120.00	\$	104.40
1	CON-SNT-AIRBR13A	AIR-BR1310G-A-K9	FTX1304U02Q	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 120.00	\$ 120.00	\$	104.40
1	CON-SNT-AIRBR13A	AIR-BR1310G-A-K9	FTX1305U02X	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 120.00	\$ 120.00	\$	104.40
1	CON-SNT-CT255	AIR-CT2504-S-K9	PSZ19231EUR	808 WEST SPOKANE FALLS BLVD	Current	31-Dec-16	\$ -	\$ -	\$	-
1	CON-SNT-ASA550K9	ASA5505-50-BUN-K9	JMX184340LK	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 101.00	\$ 101.00	\$	87.87
1	CON-SNT-ASA550K9	ASA5505-50-BUN-K9	JMX184340P8	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 101.00	\$ 101.00	\$	87.87
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1201Z039	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1432Z1TM	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1432Z1TR	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1628Z0N9	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1734Z0PQ	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX173541CN	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX173541HB	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1735Z12W	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX174540MX	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1745Z0TW	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX181240QX	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1815413G	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1815413K	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1815Z17P	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1815Z17Z	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1816Z0U4	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1816Z0ZY	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1816Z106	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1816Z10B	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1816Z10C	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1816Z10G	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1816Z10T	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1816Z11C	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1817411B	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1817Z1L2	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1817Z1L4	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1818Z0A5	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA55BUNK9	ASA5505-BUN-K9	JMX1818Z0AT	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 71.00	\$ 71.00	\$	61.77
1	CON-SNT-ASA5506K	ASA5506-K9	JMX192840YN	808 WEST SPOKANE FALLS BLVD	Current	31-Dec-16	\$ -	\$ -	\$	-
1	CON-SNT-ASA51BUNK9	ASA5510-BUN-K9	JMX1324L08Q	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 482.00	\$ 482.00	\$	419.34
1	CON-SNT-ASA51B9K	ASA5510-SEC-BUN-K9	JMX1340L1YW	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 620.00	\$ 620.00	\$	539.40
1	CON-SNT-A155DK9	ASA5515-SSD120-K9	FTX182610RL	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 671.00	\$ 671.00	\$	583.77
1	CON-SNT-A155DK9	ASA5515-SSD120-K9	FTX182610RM	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 671.00	\$ 671.00	\$	583.77
1	CON-SNT-ASA54BUNK9	ASA5540-BUN-K9	JMX1536XOKY	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,345.00	\$ 2,345.00	\$	2,040.15
1	CON-SNT-ASA54BUNK9	ASA5540-BUN-K9	JMX1536XOKZ	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,345.00	\$ 2,345.00	\$	2,040.15
1	CON-SNT-ASA5550B	ASA5550-BUN-K9	JMX1336L1EV	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,759.00	\$ 2,759.00	\$	2,400.33
1	CON-SNT-ASA5550B	ASA5550-BUN-K9	JMX1336L1F3	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,759.00	\$ 2,759.00	\$	2,400.33
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDL	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 567.00	\$ 567.00	\$	493.29
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDM	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 567.00	\$ 567.00	\$	493.29
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDP	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 567.00	\$ 567.00	\$	493.29
1	CON-SNT-2921VSEC	C2921-VSEC/K9	FTX1731AMDS	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 567.00	\$ 567.00	\$	493.29
1	CON-SNT-C2811V9	CISCO2811-V/K9	FTX1146A26A	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Oct-16	\$ 518.05	\$ 518.05	\$	450.70
1	CON-SNT-2951	CISCO2951/K9	FTX1633AKGT	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 989.00	\$ 989.00	\$	860.43
1	CON-SNT-2951SEC	CISCO2951-SEC/K9	FTX1410AHGJ	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 989.00	\$ 989.00	\$	860.43
1	CON-SNT-881SECK	CISCO881-SEC-K9	FTX152680U4	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 67.00	\$ 67.00	\$	58.29
1	CON-SNT-881SECK	CISCO881-SEC-K9	SL-FTX14148Z25	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 67.00	\$ 67.00	\$	58.29
1	CON-SNT-881SECK	CISCO881-SEC-K9	SL-FTX14278001	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 67.00	\$ 67.00	\$	58.29
1	CON-SNT-881SECK	CISCO881-SEC-K9	SL-FTX14278005	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 67.00	\$ 67.00	\$	58.29
1	CON-SNT-881SECK	CISCO881-SEC-K9	SL-FTX1427800M	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 67.00	\$ 67.00	\$	58.29
1	CON-SNT-7925G1K	CP-7925G-A-K9=	IAC1938A47E	808 WEST SPOKANE FALLS BLVD	Current	31-Dec-16	\$ -	\$ -	\$	-
1	CON-SNT-7925G1K	CP-7925G-A-K9=	IAC1939A02T	808 WEST SPOKANE FALLS BLVD	Current	31-Dec-16	\$ -	\$ -	\$	-
1	CON-SNT-7925G1K	CP-7925G-A-K9=	IAC1939A06R	808 WEST SPOKANE FALLS BLVD	Current	31-Dec-16	\$ -	\$ -	\$	-
1	CON-SNT-CP7937	CP-7937G=	0004F2EB7EA8	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 55.00	\$ 55.00	\$	47.85
1	CON-SNT-CP7937	CP-7937G=	0004F2EB7EDF	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 55.00	\$ 55.00	\$	47.85
1	CON-SNT-CP7937	CP-7937G=	0004F2EB8135	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 55.00	\$ 55.00	\$	47.85
1	CON-SNT-CP7937	CP-7937G=	0004F2F0243D	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 55.00	\$ 55.00	\$	47.85
1	CON-SNT-CP7937	CP-7937G=	0004F2F23A2F	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 55.00	\$ 55.00	\$	47.85
1	CON-SNT-CP7937	CP-7937G=	0004F2F25124	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 55.00	\$ 55.00	\$	47.85
1	CON-SNT-CP7937	CP-7937G=	0004F2F25669	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 55.00	\$ 55.00	\$	47.85
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1302Z1PT	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 86.00	\$ 86.00	\$	74.82
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1307V5AT	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 86.00	\$ 86.00	\$	74.82
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1322Z128	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 86.00	\$ 86.00	\$	74.82
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1330Z6CR	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 86.00	\$ 86.00	\$	74.82
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1331Z1DQ	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 86.00	\$ 86.00	\$	74.82
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1331Z1EV	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 86.00	\$ 86.00	\$	74.82
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z065	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 86.00	\$ 86.00	\$	74.82
1	CON-SNT-IE34TC	IE-3000-4TC	FOC1332Z06D	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 86.00	\$ 86.00	\$	74.82

[illegible]

1	CON-SNT-7845I3P	MCS-7845-I3-IPC1	KQVDFKA	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,208.00	\$ 2,208.00	\$ 1,920.96
1	CON-SNT-7845I3P	MCS-7845-I3-IPC1	KQVDFKM	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,208.00	\$ 2,208.00	\$ 1,920.96
1	CON-SNT-7845I3P	MCS-7845-I3-IPC1	KQVDFKY	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,208.00	\$ 2,208.00	\$ 1,920.96
1	CON-SNT-7845I3P	MCS-7845-I3-IPC1	KQVDGBG	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,208.00	\$ 2,208.00	\$ 1,920.96
1	CON-SNT-7845I3P	MCS-7845-I3-IPC1	KQVDGCG	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,208.00	\$ 2,208.00	\$ 1,920.96
1	CON-SNT-2232B	N2K-C2232PP-BUN	SSI16370051	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 214.00	\$ 214.00	\$ 186.18
1	CON-SNT-2232B	N2K-C2232PP-BUN	SSI163706LM	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 214.00	\$ 214.00	\$ 186.18
1	CON-SNT-2232B	N2K-C2232PP-BUN	SSI163706QK	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 214.00	\$ 214.00	\$ 186.18
1	CON-SNT-2232B	N2K-C2232PP-BUN	SSI163706R0	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 214.00	\$ 214.00	\$ 186.18
1	CON-SNT-N4005I	N4K-4005I-XPX	FOC15375VYZ	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 665.00	\$ 665.00	\$ 578.55
1	CON-SNT-N4005I	N4K-4005I-XPX	FOC15441VMH	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 665.00	\$ 665.00	\$ 578.55
1	CON-SNT-SNS3495	SNS-3495-M-ISE-K9	FCH1850V102	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 3,362.00	\$ 3,362.00	\$ 2,924.94
1	CON-SNT-SNS3495	SNS-3495-M-ISE-K9	FCH1850V1ME	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 3,362.00	\$ 3,362.00	\$ 2,924.94
1	CON-SNT-VG204XM	VG204XM	FCH1803R03S	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 104.00	\$ 104.00	\$ 90.48
1	CON-SNT-VG224	VG224	FTX1820AK93	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 432.00	\$ 432.00	\$ 375.84
1	CON-SNT-VG204XM	VG204XM	FCH1929S0QB	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 104.00	\$ 104.00	\$ 90.48
1	CON-SNT-VG204XM	VG204XM	FCH1929S0PQ	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 104.00	\$ 104.00	\$ 90.48
1	CON-SNT-VG310ICV	VG310	FTX1846AH25	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 449.00	\$ 449.00	\$ 390.63
1	CON-SNT-C2960G2C	WS-C2960G-24TC-L	FOC1051ZHQE	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 208.00	\$ 208.00	\$ 180.96
1	CON-SNT-WSC3568	WS-C3560-8PC-S	FOC1502W35M	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 101.00	\$ 101.00	\$ 87.87
1	CON-SNT-WSC3560C	WS-C3560CG-8PC-S	FOC1641Y4RW	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 107.00	\$ 107.00	\$ 93.09
1	CON-SNT-3750E2P5	WS-C3750E-24PD-S	FDO1244R05C	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 684.00	\$ 684.00	\$ 595.08
1	CON-SNT-3750E2P5	WS-C3750E-24PD-S	FDO1244R07Z	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 684.00	\$ 684.00	\$ 595.08
1	CON-SNT-3750E2P5	WS-C3750E-24PD-S	FDO1244R0A3	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 684.00	\$ 684.00	\$ 595.08
1	CON-SNT-3750G12E	WS-C3750G-12S-E	FDO1320X16G	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,158.00	\$ 1,158.00	\$ 1,007.46
1	CON-SNT-3750G12E	WS-C3750G-12S-E	FDO1432Y19V	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,158.00	\$ 1,158.00	\$ 1,007.46
1	CON-SNT-3750G12E	WS-C3750G-12S-E	FDO1506X048	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,158.00	\$ 1,158.00	\$ 1,007.46
1	CON-SNT-3750G12E	WS-C3750G-12S-E	FDO1506X06U	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,158.00	\$ 1,158.00	\$ 1,007.46
1	CON-SNT-3750G12E	WS-C3750G-12S-E	FDO1506X0AW	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,158.00	\$ 1,158.00	\$ 1,007.46
1	CON-SNT-3750G12S	WS-C3750G-12S-S	CAT1118ZGG7	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 773.00	\$ 773.00	\$ 672.51
1	CON-SNT-3750G24P	WS-C3750G-24PS-S	FOC1112Y2LC	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 516.00	\$ 516.00	\$ 448.92
1	CON-SNT-3750G1E1U	WS-C3750G-24TS-E1U	FOC1101ZOM7	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 462.00	\$ 462.00	\$ 401.94
1	CON-SNT-3750G48P	WS-C3750G-48PS-S	FOC1247W5FN	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,026.00	\$ 1,026.00	\$ 892.62
1	CON-SNT-3750X2P5	WS-C3750X-24P-S	FDO1546Z0K1	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 460.00	\$ 460.00	\$ 400.20
1	CON-SNT-WSC384TE	WS-C3850-24T-E	FCW1833C1LD	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 662.00	\$ 662.00	\$ 575.94
							Subtotal	\$ 74,673.05	\$ 64,965.55

Contract 2384749 SNTC 8X5XNBD									
Quan	Service Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date	Each List	Extended List	Price
1	CON-SNT-AIRCT853	AIR-CT8510-300-K9	E2K8315	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 9,750.00	\$ 9,750.00	\$ 8,482.50
1	CON-SNT-AIRCT85	AIR-CT8510-HA-K9	E2VW857	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 5,200.00	\$ 5,200.00	\$ 4,524.00
1	CON-SNT-CT576250	AIR-CT5760-250-K9	FOC1709X36W	Deinstalled				\$ -	\$ -
1	CON-SNT-CT5760HA	AIR-CT5760-HA-K9	FOC1702V17T	Deinstalled				\$ -	\$ -
1	RMA CREDIT for the Smartnet on the above 5760's								\$ (3,761.45)
							Subtotal	\$ 14,950.00	\$ 9,245.05

Contract 90175098 SNTC 24X7X4									
Quan	Service Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date	Each List	Extended List	Price
1	CON-SNTP-ASSULBK9	ASA5505-UL-BUN-K9	JMX1312Z0HG	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 167.00	\$ 167.00	\$ 145.29
1	CON-SNTP-C5596UPB	N5K-C5596UP-BUN	FOX1633G80P	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 3,014.00	\$ 3,014.00	\$ 2,622.18
1	CON-SNTP-S596UP	N5K-C5596UP-FA	FOX1633G7GE	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 3,410.00	\$ 3,410.00	\$ 2,966.70
1	CON-SNTP-NCSAPL9	PRIME-NCS-APL-K9	KQ4V9WF	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,920.00	\$ 1,920.00	\$ 1,670.40
1	CON-SNTP-WSC165FX	WS-C4500X-165FP+	JAE173104F7	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,728.00	\$ 1,728.00	\$ 1,503.36
1	CON-SNTP-WSC165FX	WS-C4500X-165FP+	JAE173104H8	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,728.00	\$ 1,728.00	\$ 1,503.36
1	CON-SNTP-C45X32SF	WS-C4500X-325FP+	JAE16450E9O	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,880.00	\$ 2,880.00	\$ 2,505.60
1	CON-SNTP-C45X32SF	WS-C4500X-325FP+	JAE164706GM	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,880.00	\$ 2,880.00	\$ 2,505.60
1	CON-SNTP-C45X32SF	WS-C4500X-325FP+	JAE17310878	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,880.00	\$ 2,880.00	\$ 2,505.60
1	CON-SNTP-C45X32SF	WS-C4500X-325FP+	JAE1731088M	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,880.00	\$ 2,880.00	\$ 2,505.60
1	CON-SNTP-C45X32SF	WS-C4500X-325FP+	JAE173108AP	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,880.00	\$ 2,880.00	\$ 2,505.60
1	CON-SNTP-C45X32SF	WS-C4500X-325FP+	JAE173108N7	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 2,880.00	\$ 2,880.00	\$ 2,505.60
1	CON-SNTP-C4507RE	WS-C4507R-E	FOX1247GUSY	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 4,654.00	\$ 4,654.00	\$ 4,048.98
1	CON-SNTP-C6509FWM	WS-C6509-E-FWM-K9	SMG1205N33Z	808 WEST SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 11,416.00	\$ 11,416.00	\$ 9,931.92
							Subtotal	\$ 45,317.00	\$ 39,425.79

Contract 90175100 SWSS UPGRADES - Software Support + Upgrades									
Quan	Service Product Number	Product Number	Serial Number	Install Site	Begin Date	End Date	Each List	Extended List	Price
105	CON-ECMU-CXNPLIC	CX-85-N-P-LIC		WEST 808 SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 296.00	\$ 31,080.00	\$ 27,039.60
1	CON-ECMU-ERUSRLAD	ER-USR-LIC-10-ADD		WEST 808 SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 24.00	\$ 24.00	\$ 20.88
169	CON-ECMU-ERUSRL1	ER-USR-LIC-10-NEW		WEST 808 SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 24.00	\$ 4,056.00	\$ 3,528.72
1	CON-ECMU-CXAPLIC	L-CX-85-A-P-LIC		WEST 808 SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 296.00	\$ 296.00	\$ 257.52
1700	CON-ECMU-UWLST1K	LIC-UWL-STD1K		WEST 808 SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 50.00	\$ 85,000.00	\$ 73,950.00
3	CON-ECMU-SSLEDB	L-LIC-UWL-S-SLED-B		WEST 808 SPOKANE FALLS BLVD	Current	31-Dec-16	\$ -	\$ -	\$ -
1	CON-ECMU-PI12LF1M	L-PI12-LF-100		808 W SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,799.00	\$ 1,799.00	\$ 1,565.13
1	CON-ECMU-PI12LF50	L-PI12-LF-50		808 W SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,059.00	\$ 1,059.00	\$ 921.33
1	CON-ECMU-IPDEVUWL	L-PUB-IP-DEV-UWL		WEST 808 SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 15.00	\$ 15.00	\$ 13.05
1	CON-ECMU-PI11100	R-W-PI11-100-M-K9		808 W SPOKANE FALLS BLVD	1-Jan-16	31-Dec-16	\$ 1,799.00	\$ 1,799.00	\$ 1,565.13
							Subtotal	\$ 125,128.00	\$ 108,861.36

Grand Total \$ 222,497.75

CONTRACT EXTENSION 2

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and CERIUM NETWORKS, INC., whose address is 1636 West First Avenue, Spokane, Washington 99201, as "Cerium".

WHEREAS, the parties entered into a Contract wherein Cerium agreed to MAINTAIN CISCO EQUIPMENT LOCATED IN CITY HALL AND OTHER LOCATIONS; and

WHEREAS, the original contract allows four additional one-year extensions, subject to mutual agreement by the parties; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated January 10, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2016.
3. COMPENSATION. The City shall pay TWO HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED FIFTY FIVE AND 5/100 DOLLARS (\$241,855.05), including sales tax, for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

CERIUM NETWORKS, INC.

E-Mail address, if available:

By: _____

Title: _____

15-331



Agenda Sheet for City Council Meeting of: 01/04/2016

Date Rec'd	12/8/2015
Clerk's File #	OPR 2015-0013
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 HYLAND SOFTWARE (2016)

Agenda Wording

Contract Extension(OPR2015-0013) with Hyland Software, Inc.(Westlake, OH) for OnBase Software support for the City's document imaging system utilized by various departments. January 1, 2016 through March 31, 2017 for est. \$77,507.83 with tax.

Summary (Background)

Hyland Software was selected and implemented in 2002 for the City of Spokane's Enterprise Document Imaging and Management System to include the City of Spokane Police Department and City Clerk's Department. This contract includes software assurance for Hyland Software.

Fiscal Impact		Budget Account	
Expense	\$ 77,507.83 inc tax	#	5300-73300-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com, Dec 7, 2015
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		talonge@atabankimx.com;	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This contract will be reviewed annually and each additional year could increase costs based upon products purchased the previous year.

Summary (Background)

The services include access to upgrades of essential operating system software as well as 24x7x365 direct support access to the manufacturer's technical assistance group. The maintenance coverage of the devices provide fix/replacement of defective hardware for a fractional cost of buying a replacement unit as well as an expedited shipping schedule, which minimizes downtime of resources.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List



Hyland Software, Inc.
28500 Clemens Road Westlake, OH 44145
Phone: (440) 788 - 5000 Internet: www.onbase.com

Software Maintenance Invoice

Account#: 10294
Invoice#: 288969
Date: 10/27/2015
Territory: US
Status: Not Paid
Bill No.: 10294

Customer:

City of Spokane, WA
Attention: Joan Hamilton
808 W. Spokane Falls Blvd.
SPOKANE, WA 99201
United States

Primary Support Provided By:

Hyland Software, Inc.
Attention: Joan Hamilton
28500 Clemens Rd
Westlake, OH 44145
United States

Billing Period	OnBase Version	Terms
Maintenance from 01/01/2016 to 03/31/2017	13.0.2	DUE: 12/31/2015

Module Code	Description	Rate	Quantity	Extended Rate
AEMPI2	Enterprise Application Enabler Maintenance	\$ 9,571.79	1	\$ 9,571.79
AGMPI1	Integration for ESRI ArcGIS Desktop Maintenance	\$ 1,340.05	1	\$ 1,340.05
AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	\$ 287.15	5	\$ 1,435.75
AMMPW1	Agenda Management Maintenance	\$ 694.90	1	\$ 694.90
APMPQ3	Query API (Initial 500 queries/hour) (OnBase Unity/Core) Maintenance	\$ 1,914.35	1	\$ 1,914.35
ARMPW1	Automated Redaction Maintenance	\$ 3,828.71	1	\$ 3,828.71
CLMPW1	COLD/ERM Maintenance	\$ 1,914.35	1	\$ 1,914.35
CMMP11	Configuration Migration Utility Maintenance	\$ 0.00	1	\$ 0.00
CTMPC1	Concurrent Client (1-100) Maintenance	\$ 229.71	62	\$ 14,242.02
DMMP11	EDM Services Maintenance	\$ 957.18	1	\$ 957.18
DPMPW1	Document Import Processor Maintenance	\$ 957.18	1	\$ 957.18
DSMP11	Distributed Disk Services Maintenance	\$ 957.18	1	\$ 957.18
GWMP11	Public Sector Constituency Web Access Maintenance	\$ 489.11	1	\$ 489.11
IDMPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL Maintenance	\$ 57.43	1	\$ 57.42
IDMP11	Full-Text Indexing Server for Autonomy IDOL Maintenance	\$ 1,914.35	1	\$ 1,914.35
ISMPW1	Production Document Imaging (ISIS or TWAIN) (1) Maintenance	\$ 1,250.00	1	\$ 1,250.00
ISMPW2	Production Document Imaging (ISIS or TWAIN) (2+) Maintenance	\$ 500.00	6	\$ 3,000.00
OBMPW1	Multi-User Server Maintenance	\$ 957.18	1	\$ 957.18
OCMPW1	Batch OCR Maintenance	\$ 252.69	1	\$ 252.69
OMMPW1-IPAD	Mobile Access for iPad Maintenance	\$ 957.18	1	\$ 957.18
PRMP11	Physical Records Management Maintenance	\$ 2,871.53	1	\$ 2,871.53
PTMPC1	Virtual Print Driver Maintenance	\$ 957.18	1	\$ 957.18
SALESTAX	Tax (Type : Maintenance) : WA	\$ 5,706.97	1	\$ 5,706.97
STMP11	StatusView Maintenance	\$ 0.00	1	\$ 0.00
UFMP11	Unity Forms Maintenance	\$ 0.00	1	\$ 0.00
UIMPI1	Unity Integration Toolkit Maintenance	\$ 1,914.35	1	\$ 1,914.35
UNMPI1	Unity Client Server Maintenance	\$ 1,914.35	1	\$ 1,914.35

Payment by Wire Transfer:

Keybank, N.A.
Swift Code: KEYBUS33
Routing #: 041001039
Hyland Software, Inc.
Acct. #: 359681326518

This pro forma invoice has been generated based upon either the pending renewal of the annual maintenance contract or the beginning of the first annual maintenance contract. If maintenance coverage is not desired, please make a note on the invoice and mail or fax this invoice back to the Hyland Software Inc. accounting department. If annual maintenance is desired, please pay off this invoice. If this invoice is premature or the dates are incorrect, please notify us of the correct installation date. All renewal maintenance agreements are prorated to a calendar year unless otherwise agreed. The maintenance fee includes all major releases and bug fixes and must be paid retroactive to the install date if not contracted with the original installation. A 10% reinstatement fee will be charged if maintenance fees are not paid on time. Please call us with any questions. We will be happy to assist you.

EAR 758.6: To the extent applicable, these commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.



Hyland Software, Inc.
28500 Clemens Road Westlake, OH 44145
Phone:(440) 788 - 5000 Internet:www.onbase.com

Customer:

City of Spokane, WA
Attention: Joan Hamilton
808 W. Spokane Falls Blvd.
SPOKANE,WA 99201
United States

Software Maintenance Invoice

Account#: 10294
Invoice#: 288969
Date: 10/27/2015
Territory: US
Status: Not Paid
Bill No.: 10294

Primary Support Provided By:

Hyland Software, Inc.
Attention: Joan Hamilton
28500 Clemens Rd
Westlake, OH 44145
United States

Billing Period	OnBase Version	Terms
Maintenance from 01/01/2016 to 03/31/2017	13.0.2	DUE: 12/31/2015

Module Code	Description	Rate	Quantity	Extended Rate
WLMP1	Workflow Concurrent Client SL (1-20) Maintenance	\$ 421.15	20	\$ 8,423.00
WLMP2	Workflow Concurrent Client SL (21-50) Maintenance	\$ 336.93	1	\$ 336.93
WTMP1	Conversion From Microsoft Office To Image Framework Maintenance	\$ 574.30	1	\$ 574.30
WTMPW1	Web Server Maintenance	\$ 1,914.35	1	\$ 1,914.35

Total: \$ 71,304.35

This amount is in USD

Payment by Wire Transfer:

Keybank, N.A.
Swift Code: KEYBUS33
Routing #: 041001039
Hyland Software, Inc.
Acct. #: 359681326518

This pro forma invoice has been generated based upon either the pending renewal of the annual maintenance contract or the beginning of the first annual maintenance contract. If maintenance coverage is not desired, please make a note on the invoice and mail or fax this invoice back to the Hyland Software Inc. accounting department. If annual maintenance is desired, please pay off this invoice. If this invoice is premature or the dates are incorrect, please notify us of the correct installation date. All renewal maintenance agreements are prorated to a calendar year unless otherwise agreed. The maintenance fee includes all major releases and bug fixes and must be paid retroactive to the install date if not contracted with the original installation. A 10% reinstatement fee will be charged if maintenance fees are not paid on time. Please call us with any questions. We will be happy to assist you.

EAR 758.6: To the extent applicable, these commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and HYLAND SOFTWARE, INC., whose address is, 28500 Clemens Road, Westlake, Ohio 44145, as "Consultant".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to PROVIDE SOFTWARE SUPPORT FOR ONBASE SOFTWARE, THE CITY'S DOCUMENT IMAGING SYSTEM; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated February 6, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through March 31, 2016.
3. COMPENSATION. The City shall pay SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVEN AND 83/100 DOLLARS (\$77,507.83) for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

HYLAND SOFTWARE, INC.

E-Mail address: _____

By: _____

Title: _____

15-333



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/8/2015
Clerk's File #	OPR 2012-1035
Renews #	
Cross Ref #	OPR 2012-0938
Project #	
Bid #	RFP 3884-12
Requisition #	

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 STRUCTURED SYMANTEC MAINT (2016)

Agenda Wording

Contract Extension(OPR2012-1035)with Structured Communications Systems,Inc. (Clackamus,OR) for 24/7 extended support for the Symantec centralized backup softwares utilized by the City of Spokane. This is the second of three one-year renewal options.

Summary (Background)

All terms and conditions are in compliance with the City of Spokane's Master Contract #OPR2012-0938 utilizing RFP 3884-12. Netbackup Cross Platform Share (licenses to run multi-platform backups), Enterprise Vault Software (electronic mail management), and Cluster Server (high availability for failover of centralized backup system) are utilized by the City of Spokane.

Fiscal Impact		Budget Account	
Expense	\$ 118,960.62 inc tax	#	5300-73500-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com, Dec 7, 2015
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - jhamilton@spokancity.org	
		Taxes & Licenses	
		Structured - cschurter@structured.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

January 1, 2016 through December 31, 2016 for \$118,960.62.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Company Name: City of Spokane
Contact: Emma Wright
Phone: 509.625.6773
Email: ewright@spokanecity.org



Account Executive: **Craig Schurter**
23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601
Toll Free 800.881.0962 - Order Fax 888.729.0997

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<u>City of Spokane Veritas Support Renewal 2016</u>								
1		NetBackup Annual Maintenance						50,077.93
2		Infoscale Annual Maintenance						28,347.16
3		Enterprise Vault Annual Maintenance						31,014.30
GRAND TOTAL:								<u>109,439.39</u>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<i>Solution Line Item Detail:</i>								
<u>NetBackup Annual Maintenance</u>								
<u>I. Standard Client</u>								
4	11466-M1-23	ESSENTIAL 12 MONTH RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
5	11466-M1-23	ESSENTIAL 12 MONTH RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	5	120.75	603.75
6	11466-M3-23	ESSENTIAL 12 MOTH RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
7	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
8	11466-M3-23	GOV ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
9	11466-M3-23	GOV ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
10	11466-M3-23	GOV ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	16	120.75	1,932.00
		GOV						

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
11	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
12	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
13	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
14	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
15	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
16	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
17	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
18	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	7	120.75	845.25

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
19	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
20	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
21	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
22	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	5	120.75	603.75
23	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
24	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
25	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	3	120.75	362.25
26	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
27	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	120.75	241.50
28	11466-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	120.75	120.75
Sub Total								<u>7,969.50</u>
<u>II. Client Application</u>								
29	13868-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP CLIENT APPLICATION AND DB PACK UX 1 SERVER HARDWARE TIER 1 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	1,012.00	1,012.00
30	13868-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP CLIENT APPLICATION AND DB PACK UX 1 SERVER HARDWARE TIER 1 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	1,012.00	2,024.00
Sub Total								<u>3,036.00</u>
<u>III. Enterprise Client</u>								
31	12255-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 3 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	839.50	839.50

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
32	14731-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	7	632.50	4,427.50
33	14731-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	632.50	632.50
34	11150-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT UX 1 SERVER HARDWARE TIER 1 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	1,035.00	2,070.00
35	12584-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 4 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	1,242.00	2,484.00
36	12584-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 4 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	1,242.00	2,484.00
Sub Total								<u>12,937.50</u>
<u>IV. Option Library Based Tape Drive</u>								
37	11142-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT LIBRARY BASED TAPE DRIVE XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	609.50	1,219.00

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
38	11142-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT LIBRARY BASED TAPE DRIVE XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	4	609.50	2,438.00
39	11142-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT LIBRARY BASED TAPE DRIVE XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	609.50	1,219.00
40	11142-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT LIBRARY BASED TAPE DRIVE XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	2	609.50	1,219.00
41	11142-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT LIBRARY BASED TAPE DRIVE XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	3	609.50	1,828.50
42	11142-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT LIBRARY BASED TAPE DRIVE XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	609.50	609.50
<i>Sub Total</i>								<u>8,533.00</u>
<u>V. Enterprise Server</u>								
43	14399-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP ENT SERVER UX 1 SERVER HARDWARE TIER 1 ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	2,070.00	2,070.00

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
44	12250-M3-20	ESSENTIAL 12 MONTHS INITIAL FOR NETBACKUP ENT SERVER WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV		8/29/2016	12/30/2016	1	402.05	402.05
Sub Total								<u>2,472.05</u>
<u>VI. Shared Storage Option</u>								
45	13124-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT SHARED STORAGE OPT XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		1/1/2016	12/30/2016	2	402.50	805.00
46	13124-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT SHARED STORAGE OPT XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		1/1/2016	12/30/2016	4	402.50	1,610.00
47	13124-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT SHARED STORAGE OPT XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		1/1/2016	12/30/2016	2	402.50	805.00
48	13124-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT SHARED STORAGE OPT XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		1/1/2016	12/30/2016	1	402.50	402.50
49	13124-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT SHARED STORAGE OPT XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		1/1/2016	12/30/2016	3	402.50	1,207.50
Sub Total								<u>4,830.00</u>
<u>VII. Vault</u>								

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
50	13351-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT VAULT ADDL DRIVE XPLAT ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	4	402.50	1,610.00
51	14418-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR NETBACKUP OPT VAULT BASE XPLAT ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	2,070.00	2,070.00
Sub Total								<u>3,680.00</u>
<u>VII. NDMP</u>								
52	12260-M3-23	ESSENTIAL 12 MONTHS INITIAL FOR NETBACKUP DEDUPLICATION DATA PROTECTION OPTIMIZATION OPT XPLAT 1 FRONT END TB ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	1	3,105.00	3,105.00
Sub Total								<u>3,105.00</u>
<u>VIII. Deduplication Data Protection Optimization Option</u>								
53	12855-M3-20	ESSENTIAL 12 MONTHS INITIAL FOR NETBACKUP DEDUPLICATION DATA PROTECTION OPTIMIZATION OPT XPLAT 1 FRONT END TB ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>8/29/2016</u>	<u>12/30/2016</u>	16	219.68	3,514.88
Sub Total								<u>3,514.88</u>
Total of Section 1								<u>50,077.93</u>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<u>Infoscale Annual Maintenance</u>								
53	12497-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE AVAILABILITY UX 1 SERVER HARDWARE TIER B ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	2	1,345.50	2,691.00
54	12487-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	16	133.40	2,134.40
55	12487-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	32	133.40	4,268.80
56	12487-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	16	133.40	2,134.40
57	12487-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	16	133.40	2,134.40
58	12487-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	16	133.40	2,134.40
59	12487-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	80	133.40	10,672.00

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
60	12487-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	6	133.40	800.40
61	12487-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	6	133.40	800.40
62	12487-M3-20	ESSENTIAL 12 MONTHS INITIAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>8/29/2016</u>	<u>12/30/2016</u>	12	48.08	576.96
Total of Section 2								<u>28,347.16</u>
<u>Enterprise Vault Annual Maintenance</u>								
63	14588-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR ENTERPRISE VAULT E- DISCOVERY STD ED 1 USER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	10	7.03	70.30
64	14588-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR ENTERPRISE VAULT E- DISCOVERY STD ED 1 USER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	2000	7.03	14,060.00
65	14081-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR ENTERPRISE VAULT EMAIL MGMT 1 USER ONPREMISE STANDARD PERPETUAL LICENSE		<u>1/1/2016</u>	<u>12/30/2016</u>	2000	8.40	16,800.00
66	14081-M3-23	ESSENTIAL 12 MONTHS RENEWAL FOR ENTERPRISE VAULT EMAIL MGMT 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV		<u>1/1/2016</u>	<u>12/30/2016</u>	10	8.40	84.00

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<i>Total of Section 3</i>								<u>31,014.30</u>
<u>Prepared by: Rachel Temple for Craig Schurter</u>								
Please contact the person listed above at Structured for any questions regarding this quotation.								

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<p><u>Notes:</u></p> <ol style="list-style-type: none"> Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include tax. All applicable sales taxes will be added at time of invoice. Payment terms are Cash, Visa, or COD. Net 20 day terms are available with approved credit. <p>Structured Communication Systems, Inc. Standard Terms & Conditions apply to this and all quotations. A copy is available upon request.</p> <ol style="list-style-type: none"> All quotes and proposals are calculated using US Dollars. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote. Remit To Address: 12901 SE 97th Ave Suite 400, Clackamas OR, 97015 <p><i>This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</i></p>								
<p align="center">WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com</p>								
<p align="center">Please fill out all of the below information to ensure that your order is processed as efficiently as possible.</p> <p>Signature: _____ Date: _____</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>Shipping Address:</p> <p>Street: _____</p> <p>City, ST Zip: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Email: _____</p> </div> <div style="width: 35%;"> <p>Billing Address:</p> <p>_____</p> </div> </div> <p>Preferred Shipping Method: Ground _____ 2nd Day _____ Overnight _____</p> <p>Date Needed: _____</p> <p align="center">Customer Reference / Purchase Order Number: _____</p> <p align="center">Bridging People, Business & Technology</p> <p align="center">Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...</p>								

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and STRUCTURED COMMUNICATION SYSTEMS, INC., whose address is 12901 Southeast 97th Avenue, Suite 400, Clackamas, Oregon 97015, as "Contractor".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to PROVIDE EXTENDED SUPPORT FOR THE SYMANTEC CENTRALIZED BACKUP SOFTWARE UTILIZED BY THE CITY; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated February 4, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2016
3. COMPENSATION. The City shall pay ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED SIXTY AND 62/100 DOLLARS (\$118,960.62), including sales tax, for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

STRUCTURED COMMUNICATION
SYSTEMS, INC.

E-Mail address: _____

By: _____

Title: _____

15-334



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/21/2015
Clerk's File #	OPR 2016-0009
Renews #	
Cross Ref #	
Project #	2010088
Bid #	
Requisition #	CR 16347

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KYLE TWOHIG 625-6152
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-CONTRACT WITH OAC FOR GC/CM CONSULTING SERVICES

Agenda Wording

Contract with OAC to provide General Contractor/Construction Manager (GC/CM) consulting for the CSO Basin 26 Control Facility in an amount not to exceed \$139,790.00 with an additional estimated reimbursable expense of \$800.00.

Summary (Background)

The City's Combined Sewer Overflow Control Plan calls for a 2.2 million gallon tank to manage flows from what's known as Basin 26. This basin includes much of downtown and its considerable impervious area, and it requires building a tank in an already very-developed area in our urban core. Due to the complexity of the project, a substantial amount of coordination, impact to downtown, and potential risk for the project; Engineering Services along with Public Works intend to request the use of

Fiscal Impact		Budget Account	
Expense	\$ 140,590.00	#	4250-43416-94000-56501-10026
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BULLER, DAN	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		jahensley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

General Contractor/Construction Manager (GC/CM) alternative delivery from the state Project Review Committee (PRC).

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
December 21, 2015

Subject:

Spokane Falls CSO 26 Control Facility - Consultant Agreement with OAC Services for GC/CM Consulting

Background:

The City's Combined Sewer Overflow Control Plan calls for a 2.2 million gallon tank to manage flows from what's known as Basin 26. This basin includes much of downtown and its considerable impervious area, and it requires building a tank in an already very-developed area in our urban core. Due to the complexity of the project, a substantial amount of coordination, impact to downtown, and potential risk for the project; Engineering Services along with Public Works intend to request the use of GC/CM (General Contractor/Construction Manager) alternative delivery from the state Project Review Committee (PRC).

The firm, OAC Services, has provided consulting services for the City on its last two successful requests to the PRC for alternative delivery approval; Nelson Service Center via design build, and the Next Level Treatment via GC/CM. The firm was selected as the most qualified to assist the City through the GC/CM application, presentation, contractor selection and project delivery. The firm is currently supporting the NLT project in a similar capacity.

Public Impact:

The hiring of the consultant which is the subject of this briefing paper has no direct impact on the public.

Action:

Information is provided for Council background. The proposed agreement with OAC will be on the 1-4-15 council agenda.

Funding:

The project will be paid for with water-wastewater capital funds, including the Green Bonds the City sold in 2014.



701 Dexter Avenue N, Suite 301, Seattle, WA 98109
206.285.4300 : main 206.285.4371 : fax
www.oacservicesinc.com

December 1, 2015

Kyle Twohig
Engineering Operations Manager
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Subject: Spokane Falls CSO 26 Control Facility —GC/CM Consulting Services Proposal

Dear Kyle:

This letter is intended to serve as OAC's scope of work and fee proposal to provide consulting services to assist the City of Spokane Public Works in the application of the General Contractor/Construction Manager (GC/CM) delivery method. OAC's overall role is to advise the Public Works team on the application of this delivery method to maximize value, reduce risk and develop Public Works' internal capacity to use GC/CM on future projects.

Following is a list of tasks to be undertaken by OAC:

1. **Develop project understanding.** Meet with AECOM and City project staff to gain a deeper understanding of the overall goals of the project, the expectations of the GC/CM contractor, the integration of BIM other Virtual Design and Construction (VDC) techniques. This information will guide all future OAC efforts on behalf of the project.
2. **Develop Roles and Responsibilities Matrix.** Clearly define the overall management structure and
3. **Provide GC/CM orientation to City staff (if needed).** Greg and Dan are available to provide a briefing on GC/CM delivery to City staff if needed. This may help all project participants align expectations including capital projects staff members, plant operators and procurement staff.
4. **Contribute to Project Review Committee Application.** OAC will take the lead in drafting of the PRC application including draft preparation, detailed information gathering, editing and final preparation. OAC will draft responses to PRC questions, prepare PRC presentation materials and organize presentation.
5. **Prepare GC/CM procurement documents.** Using our highly refined RFQ, RFFP and Fee Proposal templates used on 28 past GC/CM projects, OAC will customize procurement for the Spokane Falls project, focusing our procurement on obtaining the strongest possible team at a market fee structure.
6. **Prepare GC/CM contract documents.** Working with Spokane attorneys, build contracts and general conditions to promote collaboration, risk management and open communications.
7. **Organize and oversee GC/CM evaluation, scoring, interviews and award.** Together with City procurement officials, OAC will schedule scoring meetings, documentation, short-listing and notification. OAC will schedule, convene and chair contractor interviews, scoring, and notification focusing on the strength of contractor team members and alignment with the City's overall goals. OAC will prepare total scoring spreadsheets for Fee and General Conditions proposals, organize fee proposal opening and recommend award in alignment with City policies.

8. **Maintain and deliver complete files of all procurement documentation for turn over to City officials.**
9. **Organize and support GC/CM kickoff and partnering session.** OAC will support fast GC/CM-City-Engineer team integration by attending kickoff meetings, assisting in the negotiations of the pre-construction services agreement, and any contract term negotiations.
10. **Consult with the City throughout design and construction regarding GC/CM application.** OAC project managers will stay in touch with job progress through meeting minutes, phone conferences and meetings on a regular basis in support of effective use of GC/CM delivery. OAC will advise the City and other project participants on subcontractor and supplier procurement, MACC negotiations, MCCM and ECCM use, contingencies, negotiated support services, incentives and other issues.

Schedule of Service

The following is an overview schedule showing the key timeframes for the major phases of the project. OAC will work with City upon award of the consulting services to update and develop a more detailed schedule to include in the procurement process.

To maximize the value of GC/CM delivery, OAC recommends procuring the GC/CM contractor at the earliest possible timeframe. The following major milestones were used to assemble this proposal (*Subject to revisions by City of Spokane*):

Execute OAC agreement	December 18, 2015
Complete PRC application	January 5, 2016—next available deadline
Complete GC/CM contract docs	January-February 2016
Present application to PRC	January 28, 2015—next available meeting
Advertise GC/CM RFQ	February 1 and 15, 2016
Receive SOQ's	March 4, 2016
Short-list contractors	March 11, 2016
Interviews	March 17-18, 2016
Receive and open Fee Proposals	March 28, 2016
Award GC/CM contract	April 4, 2016
Begin pre-construction work	April 5, 2016
Preconstruction Phase	April 2016-February 2017
Construction Phase	March 2017-November 2018

Deliverables

OAC anticipates project deliverables the following deliverables at each project stage.

Many of these documents, spreadsheets and forms are ready to go templates based on OAC's extensive GC/CM portfolio.

Project Phase	Deliverables
Project Initiation	<ul style="list-style-type: none"> • Roles and Responsibilities Matrix—who does what? • Communications Plan—how does OAC fit in • Master Schedule—informs pre-construction services fees • Project Budget and Reporting Tools—how does GC/CM integrate
Project Review Committee Approval	<ul style="list-style-type: none"> • Project Approval Application—with City input • PRC questions and answers prior to presentation • PRC presentation Power Point • PRC presentation coaching
GC/CM Procurement	<ul style="list-style-type: none"> • Procurement strategy—assume Heavy Civil • GC/CM presentation and discussion to City staff (if needed) • Request for Qualifications, (RFQ) • Cost Responsibility Matrix • Request for Fee Proposal (RFFP) • Specified General Conditions and Fee Proposal form • GC/CM contracts—prepared by attorney • Selection matrices and record of decisions
Design, Pre-Construction Phase	<ul style="list-style-type: none"> • Pre-construction fee negotiations and recommendations • Early procurement recommendations—including membrane procurement • Meeting attendance as needed
Construction , Commissioning and Occupancy	<ul style="list-style-type: none"> • Contractor payment review report (monthly) • Site Observation Reports (monthly) • Monthly Progress Reports • Contract Change Orders (if needed) • Project Integration and Move-in Schedule
Closeout	<ul style="list-style-type: none"> • Final change order draft and negotiation • Organize and oversee final audit and closeout of any findings.

Proposed Fees

OAC proposes services to be provided on a time and expense basis with an agreed not-to-exceed contract sum. The proposed not-to-exceed fee proposal is based on the information available at the time of proposal. OAC staff rates listed below are applicable through December, 2015 and are adjusted annually by 5%. Hourly rates including all labor, benefits, taxes, insurance, technology and supplies. Travel expenses including standard mileage and airfare will be marked up by 10%.

Principal, Dan Chandler	\$230
Program Manager, Greg Brown	\$150
Project Coordinator, Elizabeth Rosenbeck	\$75

Task	Senior PM	Principal	Admin	Totals
Develop project understanding	8	8	0	16
GC/CM orientation	4	4	2	10
Prepare Project Review Committee Application	40	16	16	72
Contractor Procurement	140	24	32	196
Team Integration	16	8	8	32
Subcontractor Procurement/Pre-Construction	180	40	40	260
Construction Phase	160	40	80	280
Closeout	60	8	16	74
Total Estimated Hours	608	148	194	950
Hourly Rates	\$150	\$230	\$75	
Estimated Fees	\$91,200	\$34,040	\$14,550	\$139,790

Estimated Reimbursable Expenses				
Travel				\$800
Total Estimated Expenses				\$800

This scope and fee proposal is subject to agreeable contract terms and conditions.

Sincerely,



Gregory S. Brown, AIA
Program Manager



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	OPR 2016-0010
Renews #	
Cross Ref #	OPR 2015-0212
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN 625-6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0780 - HISTORIC PRESERVATION INTERLOCAL AGREEMENT 2016 - 2018

Agenda Wording

Historic Preservation Interlocal Agreement between the City of Spokane and County of Spokane.

Summary (Background)

The Spokane Historic Preservation Office has staffed Spokane County's Historic Preservation Certified Local Government Program since its inception in the 1980s. Spokane County has committed to \$30,000 of funding annually each year from 2016-2018 for the Historic Preservation Office at the City of Spokane to provide services to the unincorporated County as well as incorporated cities with populations under 5,000.00.

Fiscal Impact		Budget Account	
Revenue	\$ 90,000.00	#	0470 53610 99999 33819 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 12/7/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mduvall@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		evance@apokanecity.org	
		jahensley@spokanecity.org	

**HISTORIC PRESERVATION INTERLOCAL AGREEMENT
(January 1, 2016-December 31, 2018)**

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

W I T N E S S E T H:

WHEREAS, it is the public policy of the federal government and state government to promote the designation, preservation, protection, enhancement and perpetuation of those structures, sites, districts, buildings, and objects which reflect outstanding elements of historic, archeological, architectural or cultural heritage for the enrichment of the citizens; and

WHEREAS, the City and County by joint resolution have created the Historic Landmarks Commission, which is responsible for the stewardship of historic properties in the City of Spokane, unincorporated areas of the County, and incorporated towns upon their request; and

WHEREAS, the purpose of this agreement is to continue the relationship between the City and the County in order to provide for historic preservation.

NOW THEREFORE the PARTIES agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the PARTIES’ understanding of the terms and conditions under which the CITY through its Department of Historic Preservation will provide historic preservation services.

SECTION NO. 2: SCOPE OF SERVICES

Historic preservation services are outlined in the “Scope of Services” attached hereto as Attachment “A” and incorporated herein by reference. They include:

- Identifying and monitoring historic resources
- Providing community services
- Maintaining “certified status”

The scope of services and goals associated with each identified service will be revisited annually and modified as needed through mutual consent.

SECTION NO. 3: DURATION

This Agreement shall be effective January 1, 2016 and run through December 31, 2018 unless terminated earlier by the PARTIES.

SECTION NO. 4: COMPENSATION/FINANCING

The COUNTY'S funding toward the City Department of Historic Preservation and Landmarks Commission under this Agreement is as follows: January 1, 2016 to December 31, 2016 THIRTY THOUSAND DOLLARS (\$30,000), January 1, 2017 to December 31, 2017 THIRTY THOUSAND DOLLARS (\$30,000), and January 1, 2018 to December 31, 2018 THIRTY THOUSAND DOLLARS (\$30,000). This amount will be reviewed annually and modified only by mutual agreement of the PARTIES.

SECTION NO. 5: PAYMENT

Under this Agreement, the COUNTY shall pay the CITY THIRTY THOUSAND DOLLARS (\$30,000) per calendar year payable in equal semi-annual installments of FIFTEEN THOUSAND DOLLARS (\$15,000). The first semi-annual installment shall be due on or after July 1st of each of the set forth calendar years. The second semi-annual installment shall be due on or after December 31st of each of the set forth calendar years. The CITY shall bill the COUNTY for its second semi-annual installment no later than January 15th of the following year.

The CITY shall make a request for payment to the County's representative with payment due within thirty (30) days after receipt of the CITY's request. At the sole option of the CITY, a penalty may be assessed on any late payment by the County based on lost interest earnings had the payment been timely paid and invested in the City Treasurer's Investment Pool.

In conjunction with each payment request, the CITY shall complete and forward to the COUNTY Grants Administrator at the below address a completed GRANT PROGRAM REPORT FORM, a copy of which is attached hereto as Attachment "B" and incorporated herein by reference. In the Report Form CITY shall report on progress toward their Outcome Measures as set forth in Attachment "A".

SECTION NO. 6: ADMINISTRATION

- A. The City of Spokane Business and Developer Service Director shall be in charge of administering this Agreement and ensuring that payment is made to the CITY for the purpose of financing, in part, the operations of historic preservation. The CITY Treasurer may, in the exercise of his/her reasonable discretion, establish a special fund for the purpose of holding, investing, receiving, and disbursing the payment(s) pursuant to this Agreement.
- B. In the event of a vacancy in the position of Historic Preservation Officer, the Landmarks Commission will conduct a search and recommend to the Mayor and Board of County Commissioners for their joint designation, the employment of an individual qualified to be Historic Preservation Officer (hereinafter "HPO"). The

duties, functions, and location of any HPO will be under the control and authority of the City of Spokane Business and Developer Services Director.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day the notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the party at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing:

COUNTY: Ms. Kari Grytdal
County Grants Administrator
1116 West Broadway
Spokane, Washington 99260

CITY: City of Spokane Mayor or his/her authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: LIABILITY

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

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

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

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

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

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

SECTION NO. 9: RELATIONSHIP OF THE PARTIES

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

SECTION NO. 10: AMENDMENTS

This Agreement shall not limit the ability of the CITY and the COUNTY to enter into subsequent agreements to further the purposes of this Agreement.

SECTION NO. 11: COMPLIANCE WITH LAWS

The PARTIES shall comply with all applicable federal, state, and local laws and regulations.

SECTION NO. 12: ASSIGNMENTS

This Agreement is binding on the PARTIES and their heirs, successors, and assigns. No party may assign, transfer or subcontract its interest, in whole or in part, without the other PARTIES' prior written consent.

SECTION NO. 13: SEVERABILITY

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

SECTION NO. 14: COUNTERPARTS

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

SECTION NO. 15: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement

shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 16: TERMINATION

Any party may terminate this Agreement by sixty (60) days written notice to the other party. In the event of such termination, the CITY shall prorata refund to the COUNTY any prepaid compensation. The ownership of all property and equipment utilized by any party to meet its obligations under the terms of this Agreement shall remain with such party.

SECTION NO. 17: HEADINGS

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

SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

SECTION NO. 19: AUDIT/RECORDS

The CITY shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The CITY shall provide access to authorized CITY and COUNTY representatives, including the CITY Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

SECTION NO. 20: PARTIES REPRESENTATIVES

The COUNTY hereby appoints and the CITY hereby accepts the COUNTY'S Grants Administrator or her designee, as the COUNTY'S liaison for the purpose of administering this Agreement. CITY hereby appoints and COUNTY hereby accepts CITY'S Director, Business and Developer Services or his/her designee, as CITY'S liaison for the purpose of administering this Agreement.

SECTION NO. 21: NO THIRD PARTY BENEFICIARIES

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

SECTION NO. 22: SURVIVAL

Without being exclusive, Sections 8 and 15 of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

SECTION NO. 23: PUBLICATION

CITY agrees that any publications (written or visual), excluding press releases, issued by the CITY describing Services funded in whole or in part with COUNTY funds under this Agreement and referencing any other funding agencies by name or logo shall also include the COUNTY's name or logo.

SECTION NO. 24: RCW 39.34 REQUIRED CLAUSES

- A. **Purposes:** See Section No. 1 above.
- B. **Duration:** See Section No. 3 above.
- C. **Separate Legal Entity:** This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the City's Department of Historic Preservation provide historic preservation activities in the City and County as previously set forth in ordinances of the City (see chapters 4.35 and 17D.040 of Spokane Municipal Code) and ordinances or resolutions of the COUNTY.
- D. **Responsibilities of the Parties:** See provisions above.
- E. **Agreement to be Filed:** The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or will place the Agreement on its website.
- F. **Financing:** Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. **Termination:** See Section No. 16 above. The City Department of Historic Preservation shall be allowed to acquire, hold, and dispose of real and personal property pursuant to City ordinance and State law.

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

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: _____ **BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**

SHELLY O'QUINN, Chair

ATTEST:

AL FRENCH, Vice Chair

Ginna Vasquez
Clerk of the Board

TODD MIELKE, Commissioner

ATTACHMENT "A"
Scope of Work
January 1, 2016-December 31, 2018
Historic Preservation Interlocal Agreement Services

Identification and Monitoring of Historic Resources

- **Goal:** The City will oversee the responsibilities of historic preservation in unincorporated Spokane County.
- **Goal:** The City will oversee the responsibilities of historic preservation within cities within Spokane County having a population of less than 5000 when authorized by the County.
- **Goal:** Continue to maintain a computerized historic property inventory database of all county properties (benefits city/county department and citizens).

Maintain “Certified” Status

- **Goal:** Carry out duties as Certified Local Government; fulfilling program obligations, which allow “Established” status and eligibility for grants.
- **Goal:** Process applications for Spokane and National Register status for Spokane County properties.
- **Goal:** Monitor activity on Spokane Register listings in Spokane County per recorded Management Agreement contracts and the provisions of Chapter 1.48 (Historic Landmarks Commission) of the Spokane County Code.
- **Goal:** Maintain Special Valuation program, monitoring County properties in the program.
- **Goal:** Review proposed renovation work on County Courthouse, in compliance with Spokane Register contract.

Community Services

- **Goal:** Encourage the use and redevelopment of historic properties in Spokane County by offering technical assistance and promotion of historic preservation incentives such as Special Tax Valuation to property owners.

BRIEFING PAPER
City of Spokane
Historic Preservation Department
Date 12/7/15

Subject

This briefing paper is in regards to the new three-year (2016-2018) Interlocal Agreement proposed for the Historic Preservation Office between Spokane County and the City of Spokane. The agreement specifies \$30,000 in annual funding from the County to the City for the years 2016, 2017 and 2018.

Background

The Spokane Historic Preservation Office has staffed Spokane County's Historic Preservation Certified Local Government Program since its inception in the 1980s. Spokane County has committed to \$30,000 of funding annually each year from 2016-2018 for the Historic Preservation Office at the City of Spokane to provide services to the unincorporated County as well as incorporated cities with populations under 5000. This is a substantial increase from previous years where funding ranged from \$5000 to \$12,500.

Impact

The increase in funds and a renewed commitment to historic preservation by the County will allow the HPO to better fund preservation projects in the County as well as supplement preservation activities within the City. We are also encouraged by the extension of support from an annual renewal to a three year agreement with set funding and scope.

Action

Consent agenda item for January 2016 City Council meeting.

Funding

Acceptance of the three-year interlocal agreement to provide historic preservation services and staffing with an annual funding level of \$30,000 from Spokane County, no City money required.



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/15/2015
Clerk's File #	OPR 2012-0856
Renews #	

Submitting Dept	BUSINESS & DEVELOPER SERVICES	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	2016 FUNDS
Agenda Item Name	0750 - AMENDED MOU W/ SPOKANE ARTS FUND		

Agenda Wording

Contract Amendment/Extension of the MOU with Spokane Arts Commission and Spokane Arts Fund for arts services.

Summary (Background)

The parties entered into a Memorandum of Understanding(MOU) for a three year period beginning January 1, 2013. With the intent to continue the MOU, the City shall provide funding for one additional year beginning January 1, 2016.

Fiscal Impact		Budget Account	
Expense	\$ 80,000.00	#	5900 53210 73200 54201 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 12/14/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		jahensley@spokanecity.org	
		smsimmons@spokanecity.org	

CONTRACT AMENDMENT/EXTENSION

THIS CONTRACT AMENDMENT/EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE ARTS COMMISSION AND SPOKANE ARTS FUND, whose address is P. O. Box 978, Spokane, Washington 99210-0978, as "Spokane Arts Fund".

WHEREAS, the parties entered into a Memorandum of Understanding (MOU) wherein the Spokane Arts Fund agreed to advise and make recommendations to the City regarding policies, programs, planning, budgets, staffing and other matters related to the quality of life of Spokane arts audience members, artists, arts organizations, arts businesses and to advise the City in planning for and creating, maintaining and promoting works of public art; and

WHEREAS, additional work and time to perform the work has been requested; --
Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated November 29, 2012, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Amendment shall become effective upon execution by all parties.
3. ADDITIONAL WORK. The scope of work of the original Contract is amended to add the following:

With the intent to continue the MOU, the City shall provide funding support for one additional year, beginning January 1, 2016.

4. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2016.
4. COMPENSATION. The City shall pay EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) for everything furnished and done under this Contract Amendment/Extension.

SPOKANE ARTS COMMISSION

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

E-Mail address: _____

CITY OF SPOKANE

By: _____

Print Name: David A. Condon

Title: Mayor

Date: _____

Attest:

City Clerk

Date: _____

SPOKANE ARTS FUND

By: _____
(Signature)

Print Name: _____

Title: _____

Date: _____

Approved as to form:



Assistant City Attorney

Attachments that are part of this Contract Amendment/Extension:

BDS\Spokane Arts Amendment-Extension



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/16/2015
Clerk's File #	OPR 2016-0011
Renews #	
Cross Ref #	
Project #	2005264
Bid #	
Requisition #	

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	DAVE STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 - PURCHASE & SALE AGREEMENT - RIVERSIDE DRIVE PHASE II

Agenda Wording

Purchase & Sale Agreement for the acquisition of properties in conjunction with the Riverside Drive Phase II and Phase III - Sherman Street to Perry Street (Martin Luther King Jr. Way) construction project.

Summary (Background)

The City is exchanging property, improvements, and services with the property owner for an in kind value of property, permanent easements, and irrigation maintenance. This agreement completes the exchange and allows the construction of this phase of the project to occur in 2016.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 12/14/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	dsteele@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		kkeck@spokanecity.org	

Project #: _____
Address: _____
Parcel #: _____

City Clerk No. _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into by and between the **CITY OF SPOKANE**, a Washington State municipal corporation ("City") and, Brown Properties, LLC, a Washington corporation and River Bend Property Owners Association, a Washington nonprofit corporation (collectively, "Brown"). City and Brown are jointly referred to as the "Parties."

Whereas, the City and Brown are desirous of entering into an agreement involving reciprocal obligations between the Parties relating to the dedication and construction of certain public streets and recreational trails;

Whereas, pursuant to City of Spokane Hearing Examiner Findings, Conclusions, and Decision in File No. Z2001-17-SL BSP, Brown received approval of the issuance of a Shoreline Substantial Development Conditional Use Permit and Binding Site Plan ("CUP");

Whereas, on or about October 19, 2012, Brown recorded a Binding Site Plan of Spokane River Properties, Z2006-30-FBSP (the "BSP");

Whereas, pursuant to a Developer Agreement relating to the BSP and dated November 21, 2008 (the "Developer Agreement"), in exchange for the City waiving any obligation or requirement for Brown to construct or pay for construction in connection with the planned extension of Riverside Avenue (which is now called Martin Luther King Jr. Way), Brown agreed to dedicate certain property to the City, which property is depicted on the BSP as Tract D and consists of approximately 28,691 square feet ("Tract D");

Whereas, the City recently delivered a letter to Brown stating that, in addition to Tract D, the City needs to acquire approximately 7,611 square feet of additional land and 12,747 square feet of temporary construction easement from Brown, which is depicted and legally described in Exhibits "A-1 through A-5, for the purpose of constructing a city street and associated improvements, known as the Martin Luther King Jr. Way – City Project Nos. 2005264;

Whereas, pursuant to the CUP and BSP, Brown is obligated to construct and dedicate a public access easement/recreational trail along the bank of the Spokane River for the entire length of the site (the "River Trail");

Whereas, pursuant to City Project No. 2010091, the City has a proposed Ben Burr Trail project (the "Ben Burr Trail Project"), a portion of which is along substantially the same alignment as a portion of the River Trail;

Whereas, the City desires to construct that portion of the Ben Burr Trail which is along the same alignment as the River Trail across Brown's property as soon as possible;

Whereas, in order to connect the Ben Burr Trail alongside MLK to the River Trail, the City needs to acquire additional recreational trail easement area from Brown;

Whereas, pursuant to chapter 8.12 RCW, the City possesses the authority to acquire the necessary property interests via eminent domain, but in lieu of condemnation, the Parties have negotiated a settlement and release of claims, to include Brown's transfer and dedication of certain property interests to the City;

NOW, THEREFORE, in consideration of the following terms, conditions and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEDICATION OF ADDITIONAL PROPERTY.** In addition to Tract D, which Brown previously agreed, in the Developer Agreement, to dedicate to the City, Brown hereby agrees to dedicate to the City for public street purposes and all uses incidental thereto certain additional real property located in the City of Spokane, Spokane County, Washington, and depicted and legally described in Exhibit A, attached hereto (the "Additional ROW").

2. **CONSIDERATION.** The Parties agree to the following exchange of consideration in connection with Brown's dedication of the Additional ROW to the City. The Parties acknowledge that the value of the following consideration will provide Brown with full and just compensation for the property interests Brown is agreeing to dedicate to the City hereunder. Brown hereby acknowledges that it is entering this Agreement voluntarily and with full knowledge of Brown's entitlement to receive just compensation for the Additional ROW.

A. City Obligations.

- (1) The City shall, at no cost or expense to Brown, construct a 12' wide (more or less) paved recreational trail across a portion of the BSP site in partial fulfillment of the requirements of the BSP. The approximate location of the trail to be constructed by the City is shown as item 5 on Exhibit C. The location of the portion of the trail required by the BSP but not to be constructed by the City is shown as item 6 on Exhibit C.
- (2) The City will, at no cost to Brown, and subject to the procedures and limitations set forth in chapter 35.79 RCW, vacate those

portions of unused Erie St. ROW shown in Exhibit D hereto, reserving an easement over, under, through, and across the vacated area for existing public utilities and a planned recreational trail, and further reserving the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services. See also item 4 on Exhibit C. Provided, the street vacation described in this paragraph shall not be finalized until the City has acquired the property described in Exhibit I.

- (3) The City shall extend an 8" water service to Brown property line. See item 10 of Exhibit C.
- (4) The City shall extend a sewer main onto Brown property. See item 8 of Exhibit C.
- (5) The City shall reconstruct the existing swale as necessary for construction of paved trail and of Riverside Extended. See item 9 of Exhibit C.

B. Brown Obligations.

- (1) Brown will dedicate Tract D to the City at closing, as described in the BSP, a copy of which is attached and incorporated herein as Exhibit B-1 and B-2. Exhibit B also includes a legal description and depiction of Tract D.
- (2) Brown will dedicate the Additional ROW and temporary construction easements to the City pursuant to the terms and conditions of this Agreement. The Additional ROW and temporary construction easements are legally described and depicted in Exhibits A-1 through A-5. The form of Temporary Construction Easement is set forth herein as Exhibit F.
- (3) Brown will grant the City a permanent non-exclusive recreational trail easement and associated temporary construction easement to accommodate construction of a portion of the City's Ben Burr Trail Project, per the forms of easement attached and incorporated herein as Exhibit E-1, Exhibit E-2 and Exhibit F. This is items 5 and 7 of attached Exhibit C.
- (4) Install and maintain an irrigation system in public ROW adjacent to Brown's property. This is item 11 of Exhibit C.
- (5) Brown will reimburse the City for the actual cost of extending sewer service to Brown property in an amount not to exceed \$7,000.

C. Amendment of Developer Agreement. Paragraph 3 of that certain Developer Agreement in which Brown Properties is Owner and the City of Spokane is City, dated November 21, 2008 (the "Developer Agreement"), is amended as follows:

3. Dedication of Riverside Extension. In exchange for the City waiving any obligation or requirement of Owner to construct or pay for construction of Riverside Extended plus the other matters set forth herein, and for additional good and valuable consideration, the receipt of which is hereby acknowledged, Owner agrees to dedicate, convey and transfer to the City the real property located in the City of Spokane, Spokane County, Washington, legally described as:

Legal Description for Tract "D" - Attached

and all hereditments, appurtenances, improvements, and buildings belonging or in any way appertaining (the "Property"). The Property is further depicted on the BSP as Tract "D". In order to perfect this dedication, Owner shall upon written request of the City execute the Dedication Deed attached hereto as Exhibit 1 and deliver the same to the City. The written request of the City shall include: a representation by the City that the project known as "Riverside Extended" (depicted on Exhibit H attached hereto) will be bid and ~~((constructed))~~ under construction within two (2) years from the date of the request. ~~((If the City does not complete Riverside Extended as represented, the Property shall be returned to Grantor without further obligation of the parties.))~~ The City expects to substantially complete construction of Riverside Extended west of Erie Street within two (2) years of Owner's delivery to the City of a fully executed Dedication Deed for the Property. If the City has contracted for construction of Riverside Extended west of Erie St. within two (2) years of Owner's delivery to the City of a fully executed Dedication Deed for the Property, but is not able to begin construction of Riverside Extended east of Erie St. before the end of the same two (2) year period, the City shall construct a paved road from the intersection of Erie Street and Riverside Extended connecting to the existing pavement at the west end of Front Street. Said road will be a minimum 20' wide and will be constructed before the end of the same two year period if Riverside Extended is not under construction.

D. Amendment of Developer Agreement. Paragraph 8 of the Developer Agreement is amended to extend the term of said agreement to ten (10) years, unless extended by the parties.

E. Amendment of Developer Agreement. The form of Right-of-Way Dedication Deed attached as part of Exhibit 1 to the Developer Agreement, is amended as set forth in Exhibit G to this Agreement.

F. Termination of Agreement. If the City determines that it has inadequate funds to acquire properties necessary for construction of City Project No. 2010091, or if funding for the project is lost for any reason, either party shall have the right to terminate this agreement without further obligation of either party. If either party exercises this right of termination, the City shall return Tract D and the Additional ROW to Brown at no cost to Brown. Provided, the City may not exercise this right of termination if the City has contracted for construction of Riverside Extended west of Erie Street.

3. REPRESENTATIONS OF BROWN. The Brown hereby represents to the City the following:

A. To the best of Brown's knowledge there are no pending special assessments or condemnation actions with respect to Tract D or the Additional ROW or any part thereof, and Brown has no knowledge of any special assessment or condemnation actions being contemplated, and;

B. There is no pending litigation or suit threatened or asserted which could result in a lis pendens being lawfully filed against Tract D or the Additional ROW, and;

C. Brown will cooperate with the City and execute all documents necessary to remove or release monetary liens, assessments, encumbrances, mortgages or deeds of trust in order to deliver to the City marketable title to Tract D and the Additional ROW;

D. Brown, or one of them, has good and marketable fee simple title to Tract D and the Additional ROW, which is not subject to any liens, encumbrances, restrictions, or easements of any kind except those which have been disclosed on the Commitment for Title Insurance received by the City; and

E. Neither the execution of this agreement, nor the performance of any of the terms or provisions hereof, violates, or shall violate, or conflicts with in any material aspect, or constitutes a default under, any existing contract, document, understanding, agreement, or instrument to which the Brown is a party, or by which the Brown may be bound.

4. CLOSING. The closing date shall be _____, at _____ a.m., unless another date or time is agreed to by the Parties. The place of closing shall be at

First American Title, E. 40 Trent Ave. Spokane Washington, 456-0550 (the "Title Company"). Brown shall be responsible and entitled to have all closing documents reviewed by its own counsel or agent prior to closing. The risk of loss to the improvements, if any, on the Additional ROW prior to closing shall be Brown's and in the event of damage or destruction, City shall be entitled to terminate this agreement. The City may postpone closing or terminate this agreement if it reasonably appears to the City that Brown has misrepresented the condition of title, marketability of Tract D and the Additional ROW or any other matter contained in Paragraph 3, above.

5. BROWN'S CLOSING DOCUMENTS. At the closing, Brown shall produce or execute:

- A. a Dedication Deed (The "Deed"), duly executed and acknowledged in a recordable form, dedicating to the City marketable title to Tract D and the Additional ROW free and clear of all liens, assessments, deeds of trust, mortgages, or encumbrances except those expressly agreed to by the City;
- B. a detailed statement, prepared by the escrow officer and/or the closing attorney, setting forth the appropriate adjustments and prorations to be made at the closing;
- C. a completed Seller's Disclosure Statement; and
- D. all other documentation reasonably required by the City.

6. EXPENSES.

- A. Expenses of Brown. Brown shall pay:
 - (i) real estate taxes prorated to the date of closing;
 - (ii) all monetary assessments, liens, mortgages, deeds of trust or other encumbrances (ie. real estate excise tax);
 - (iii) Brown's attorney fees relating to the review, negotiation and preparation of documents related to this transaction and its closing; and
 - (iv) all other expenses incurred by Brown which relate to the Tract D and/or the Additional ROW.
- B. Expenses of City. The City shall pay:

- (i) the Title Company's escrow and closing fees and all recording fees;
- (ii) its attorney fees;
- (iii) real estate taxes due after the closing date;
- (iv) title insurance premiums;
- (v) an appraisal review fee pursuant to RCW 8.25.020 not to exceed \$750.00 upon receipt of statement from Brown; and
- (vi) any reconveyance fees.

7. **POSSESSION.** Brown shall deliver possession of Tract D and the Additional ROW to the City on the date of closing.

8. **TIME.** Time is of the essence of this Agreement.

9. **TITLE EXAMINATION.** City reserves the right to purchase a Policy of Title Insurance covering the purchase of Tract D and the Additional ROW in the amount of _____. In the event that Brown is unable or elects not to cure any title encumbrances which reasonably are unacceptable to City, the City may at its option: (1) terminate this agreement by written notice, whereupon no party shall have any further liability under this agreement; or (2) postpone the date of closing for up to sixty (60) days, during which time, if Brown has elected to cure the unacceptable encumbrances, Brown shall use all reasonable efforts and expend reasonable sums as may be necessary to cure the objections of City. Nothing in this Agreement requires Brown to cure objectionable title matters. If the objections to title are not cured on or before the closing date, as postponed, the City may terminate this agreement or waive the objections to title.

10. **COMMISSION.** Brown and City warrant and represent to one another that neither has utilized the services of a real estate broker in conjunction with the transaction. Brown hereby indemnifies City from and against any and all claims for any real estate brokerage commissions which may arise as a result of any acts of Brown. City hereby indemnifies Brown from and against any and all claims for any real estate brokerage commissions which may arise as a result of any acts of City. Any real estate commissions will be paid at closing by the party who caused such commissions to be incurred, unless agreed otherwise.

11. **HAZARDOUS WASTE.** If prior to the closing date City discovers that Tract D and/or the Additional ROW contain any Hazardous Waste, of which it has not been previously advised, the City may terminate this Agreement. The City of Spokane (the "City") acknowledges receipt of Consent Decree No. 02205445-0, Department of Ecology Enforcement Order (DE -1533), and Restrictive Covenant at Book _____,

Page _____. In compliance with Section 7 of the Restrictive Covenant, the City agrees, as a grantee of an interest in real property, subject to the above-referenced Consent Decree, Enforcement Order, and Restrictive Covenant, to be bound by all of the terms, restrictions, and conditions of the Restrictive Covenant. City further agrees to include the terms, restrictions, and conditions of the Restrictive Covenant in any instrument of conveyance for the dedicated property, as the terms, conditions, and restrictions of the Restrictive Covenant run with the land and bind all successors, heirs, and assigns in interest. City further understands that the Restrictive Covenant is required by the Washington State Department of Ecology, under WAC 173-340-440, as the Department of Ecology's cleanup for hazardous substances on the dedicated property (the "Cleanup Action") results in residual soil and ground water concentrations that exceed Method A or Method B residential cleanup levels.

12. Hold Harmless. CITY HEREBY AGREES TO HOLD BROWN HARMLESS OF, FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, CLAIMS, LOSSES, CAUSES OF ACTION, LIENS, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS, AND DAMAGES ASSERTED BY ANY PERSON OR ENTITY ARISING OUT OF THE CITY'S AND THE PUBLIC'S USE OF TRACT D AND/OR THE ADDITIONAL ROW FOR PUBLIC STREET PURPOSES (COLLECTIVELY THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, OR LIABILITY RESULTING FROM USE OR OWNERSHIP OF A PROPERTY CONTAINING HAZARDOUS SUBSTANCES, EVEN IF BROWN WOULD BE STRICTLY LIABLE UNDER APPLICABLE LAW, BUT NOT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE OF BROWN.

13. CONDEMNATION. City and Brown acknowledge that the Additional ROW is being purchased under the threat of condemnation pursuant to RCW Title 8.

14. NOTICES. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage pre-paid, addressed as follows or such other address as may be designated by either party:

City: City of Spokane
Asset Management Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Copy to: Office of the City Attorney
Attn: James A. Richman
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Brown: Brown Properties, LLC and

River Bend Property Owners Association
Attn: Eric R. Brown
2205 N. Woodruff Rd., #1
Spokane, WA 99206

Copy to:

Paine Hamblen LLP
Attn: Kathryn R. McKinley
717 W. Sprague Ave, Ste. 1200
Spokane, WA 99201

Any notice given pursuant to this Agreement, shall be effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mails.

15. ENTIRE AGREEMENT/MODIFICATION. This written Agreement constitutes the entire and complete Agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Additional ROW. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

16. NO WAIVER OF DEVELOPER AGREEMENT. Brown acknowledges and agrees that this Agreement shall not modify or constitute a waiver of the terms and requirements of the Developer Agreement and related CUP and BSP. Except as otherwise expressly provided herein, this Agreement shall not constitute a waiver or modification of conditions of development.

17. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

18. GOVERNMENTAL APPROVAL. Brown acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement.

In witness whereof, the parties hereto have signed this Agreement this day of _____ 20____.

CITY OF SPOKANE

By: _____
Mayor

Attest:

City Clerk


Approved as to form:



Assistant City Attorney


BROWN

Brown Properties, LLC, a Washington
Limited liability company,

By: 

Eric R. Brown, Manager

River Bend Property Owners
Association, a Washington nonprofit
corporation

By: 

Eric R. Brown, President

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this _____ day of _____, 20____, before me personally appeared _____, and _____ to me known to be the Mayor, and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

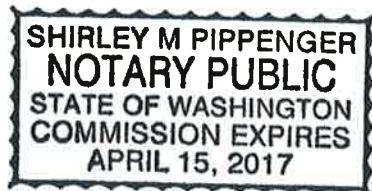
In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

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

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this 14th day of December, 2013, before me, the undersigned, a
Notary Public in and for the State of Washington, personally appeared
Eric Brown, to me known to be the individual(s) who
executed the within and foregoing instrument, and acknowledged the said instrument to
be free and voluntary act and deed for the uses and purposes therein
mentioned.

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



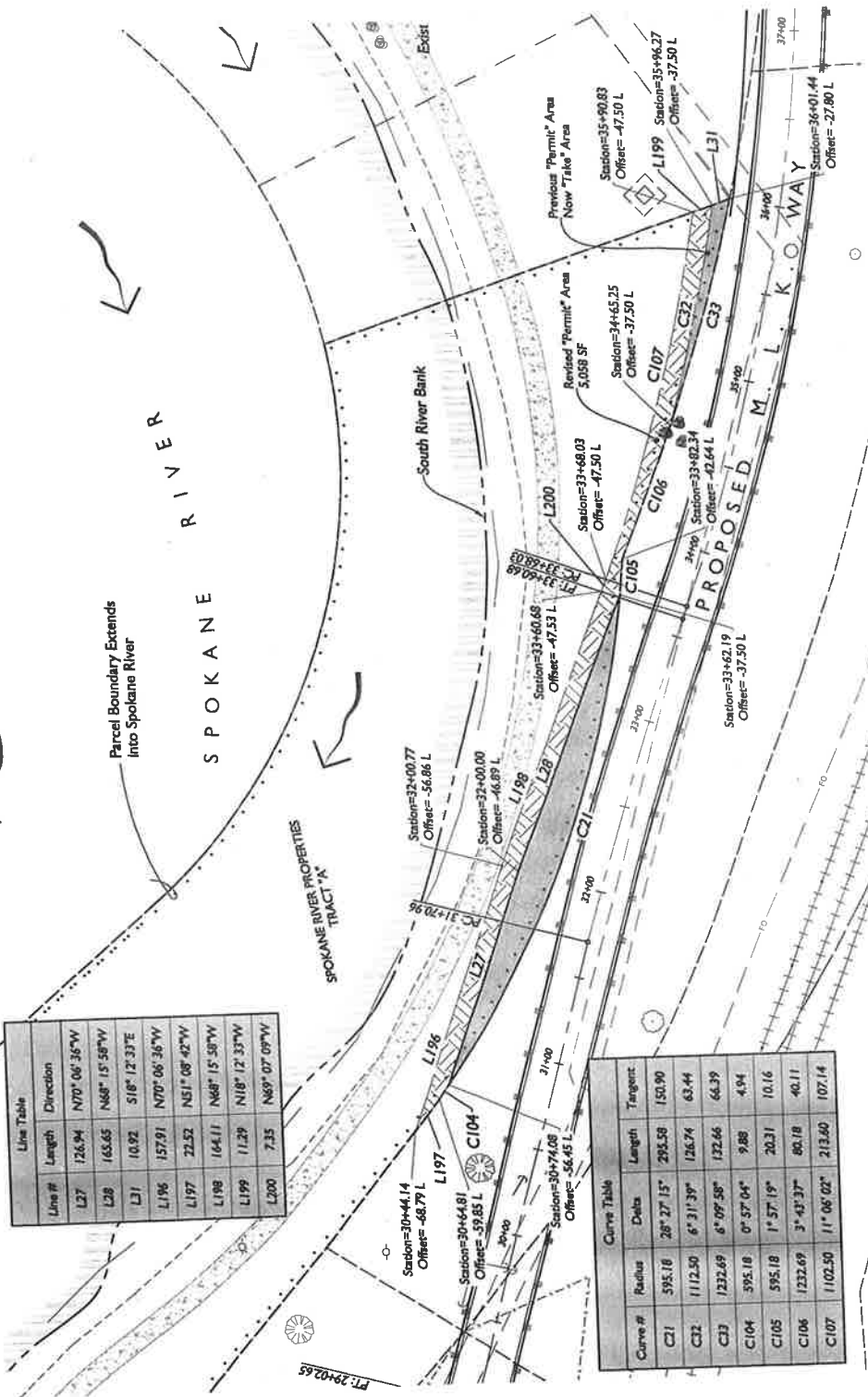
Shirley M. Pippenger
Notary Public in and for the State of
Washington, residing at Spokane
My Appointment expires 04/15/2017

Exhibits A-1, A-2, A-3, A-4 & A-5

Legal Description and Depiction of the Additional ROW

Line Table		
Line #	Length	Direction
L27	126.94	N70° 06' 36" W
L28	165.65	N68° 15' 58" W
L31	10.92	S18° 12' 33" E
L196	157.91	N70° 06' 36" W
L197	22.52	N51° 08' 42" W
L198	164.11	N68° 15' 58" W
L199	11.29	N18° 12' 33" W
L200	7.35	N69° 07' 09" W

Curve Table			
Curve #	Radius	Delta	Tangent
C21	595.18	28° 27' 15"	150.90
C32	1112.50	6° 31' 39"	63.44
C33	1232.69	6° 09' 58"	64.39
C104	595.18	0° 37' 04"	4.94
C105	595.18	1° 57' 19"	10.16
C106	1232.69	3° 43' 37"	40.11
C107	1102.50	11° 06' 02"	107.14



Detail RW-2A: River Bend Property Owners Association
PID: 35174.0606 SITE ADDRESS: NO ADDRESS

BROWN PROPERTIES
MLK Phase 2 - Eric Brown
CITY PROJECT NO. 2005264
Exhibit A-1

DATE: DECEMBER 2015
DRAWN BY: RJS
APPROVED BY: DAB

Scale: NTS

EXHIBIT A-1

LEGAL DESCRIPTION OF EXISTING

ASSESSOR'S PARCEL #35174.0606

(As shown in the Subdivision Guarantee issued by First American Title Insurance Company, Guarantee No. 2196877, dated December 31, 2013.)

TRACT "A" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

EXHIBIT A-1 REVISED OCTOBER 28, 2014
LEGAL DESCRIPTION OF THE RIGHT-OF-WAY TAKE AREAS
FROM ASSESSOR'S PARCEL #35174.0606

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF TRACT "A" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE ALONG THE BOUNDARY OF SAID TRACT "A" THE FOLLOWING THREE (3) CALLS:

- 1) SOUTH 18°12'33" EAST 228.52 FEET TO THE **TRUE POINT OF BEGINNING**;
- 2) CONTINUING SOUTH 18°12'33" EAST 10.92 FEET TO THE EASTERLY MOST CORNER OF SAID TRACT "A", A POINT ON A 1232.69 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 13°31'35" EAST;
- 3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°09'58", 132.66 FEET TO A POINT ON A 1112.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 15°48'48" EAST; THENCE LEAVING SAID BOUNDARY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°31'39", 126.74 FEET TO THE **TRUE POINT OF BEGINNING**;

TOGETHER WITH THAT PORTION OF SAID TRACT "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE ALONG THE BOUNDARY OF SAID TRACT "A" THE FOLLOWING SIX (6) CALLS:

- 1) SOUTH 18°12'33" EAST 228.52 FEET;
- 2) CONTINUING SOUTH 18°12'33" EAST 10.92 FEET TO THE EASTERLY MOST CORNER OF SAID TRACT "A", A POINT ON A 1232.69 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 13°31'35" EAST;
- 3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°09'58", 132.66 FEET;
- 4) CONTINUING NORTHWESTERLY ALONG THE ARC OF SAID 1232.69 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 19°41'32" EAST, THROUGH A CENTRAL ANGLE OF 3°43'37", 80.18 FEET TO A POINT OF CURVE OF A 595.18 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 04°45'06" EAST;
- 5) NORTHWESTERLY ALONG THE ARC OF SAID 595.18 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 1°57'19", 20.31 FEET TO THE **TRUE POINT OF BEGINNING**;
- 6) CONTINUING NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 06°42'25" EAST, THROUGH A CENTRAL ANGLE OF 28°27'15", 295.58 FEET; THENCE LEAVING SAID BOUNDARY, SOUTH 70°06'36" EAST 126.94 FEET; THENCE SOUTH 68°15'58" EAST 165.65 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 4,509 SQUARE FEET, MORE OR LESS.

EXHIBIT A-1 REVISED OCTOBER 28, 2014
LEGAL DESCRIPTION OF THE PERMIT AREA
OF ASSESSOR'S PARCEL #35174.0606
REVISED OCTOBER 2014

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF TRACT "A" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

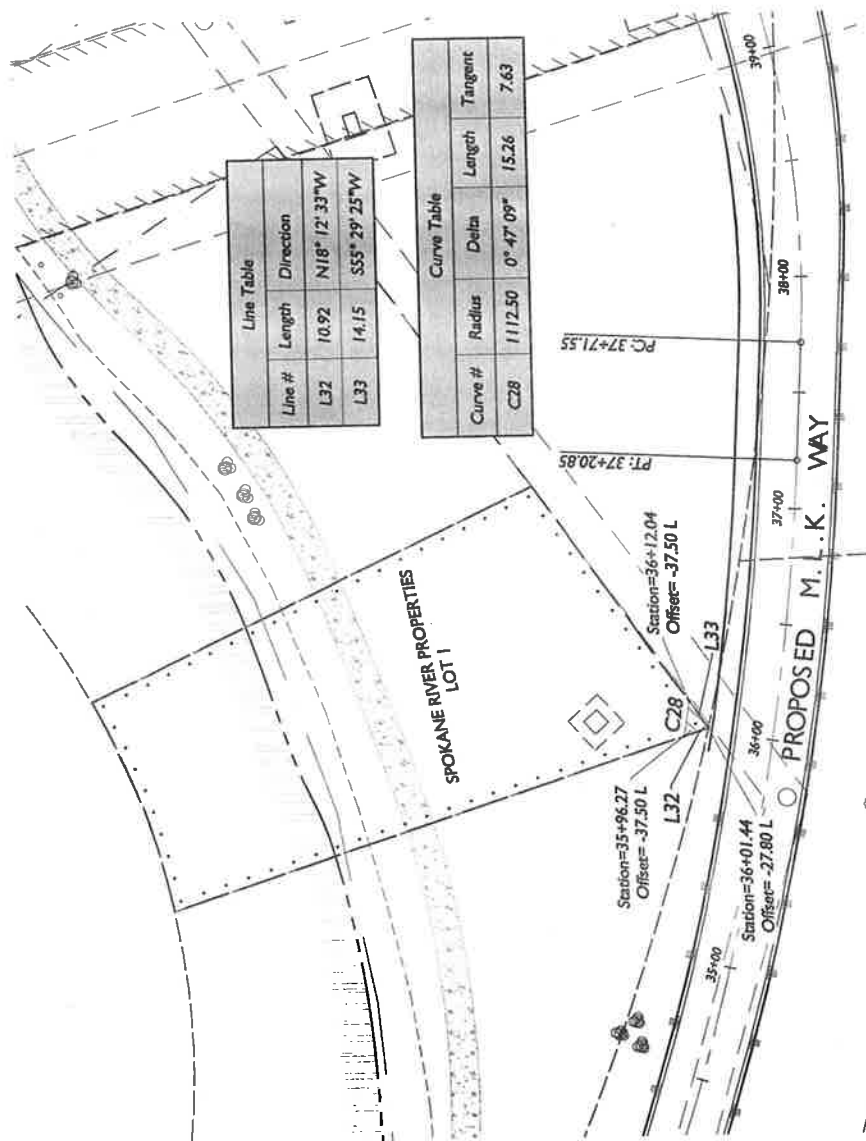
BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE ALONG THE BOUNDARY OF SAID TRACT "A", SOUTH 18°12'33" EAST 217.23 TO THE **TRUE POINT OF BEGINNING**, A POINT ON A 1102.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 09°33'24" EAST; THENCE LEAVING SAID BOUNDARY, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°06'02", 213.60 FEET; THENCE ALONG A NONTANGENT LINE, NORTH 69°07'09" WEST 7.35 FEET; THENCE NORTH 68°15'58" WEST 164.11 FEET; THENCE NORTH 70°06'36" WEST 157.91 FEET TO A POINT ON SAID BOUNDARY OF TRACT "A"; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) CALLS:
1) SOUTH 51°08'41" EAST 22.52 FEET TO A POINT ON A 595.18 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 36°06'43" EAST;

2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°57'04", 9.88 FEET; THENCE LEAVING SAID BOUNDARY, ALONG A NONTANGENT LINE, SOUTH 70°06'36" EAST 126.94 FEET; THENCE SOUTH 68°15'58" EAST 165.65 FEET TO A POINT ON SAID BOUNDARY OF TRACT "A" AND A POINT ON A 595.18 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 06°42'25" EAST; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) CALLS:

1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°57'19", 20.31 FEET TO A POINT ON A 1232.69 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 23°25'09" EAST;

2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°43'37", 80.18 FEET TO A POINT ON A 1112.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 15°48'48" EAST; THENCE LEAVING SAID BOUNDARY, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°31'39", 126.74 FEET TO A POINT ON SAID BOUNDARY OF TRACT "A"; THENCE ALONG SAID BOUNDARY, NORTH 18°12'33" WEST 11.29 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 5,058 SQUARE FEET, MORE OR LESS.



Detail RW-2B: Brown Properties LLC
 PID: 35174.0601 SITE ADDRESS: 111 N ERIE



Scale: NTS

BROWN PROPERTIES MLK Phase 2 - Eric Brown CITY PROJECT NO. 2005264 Exhibit A-2	DATE: DECEMBER 2015
	DRAWN BY: RJS
	APPROVED BY: DAB

EXHIBIT A-2

LEGAL DESCRIPTION OF EXISTING

ASSESSOR'S PARCEL #35174.0601

(As shown in the Subdivision Guarantee issued by First American Title Insurance Company, Guarantee No. 2205461, dated January 23, 2014.)

LOT 1 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP,
ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57
AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

EXHIBIT A-2

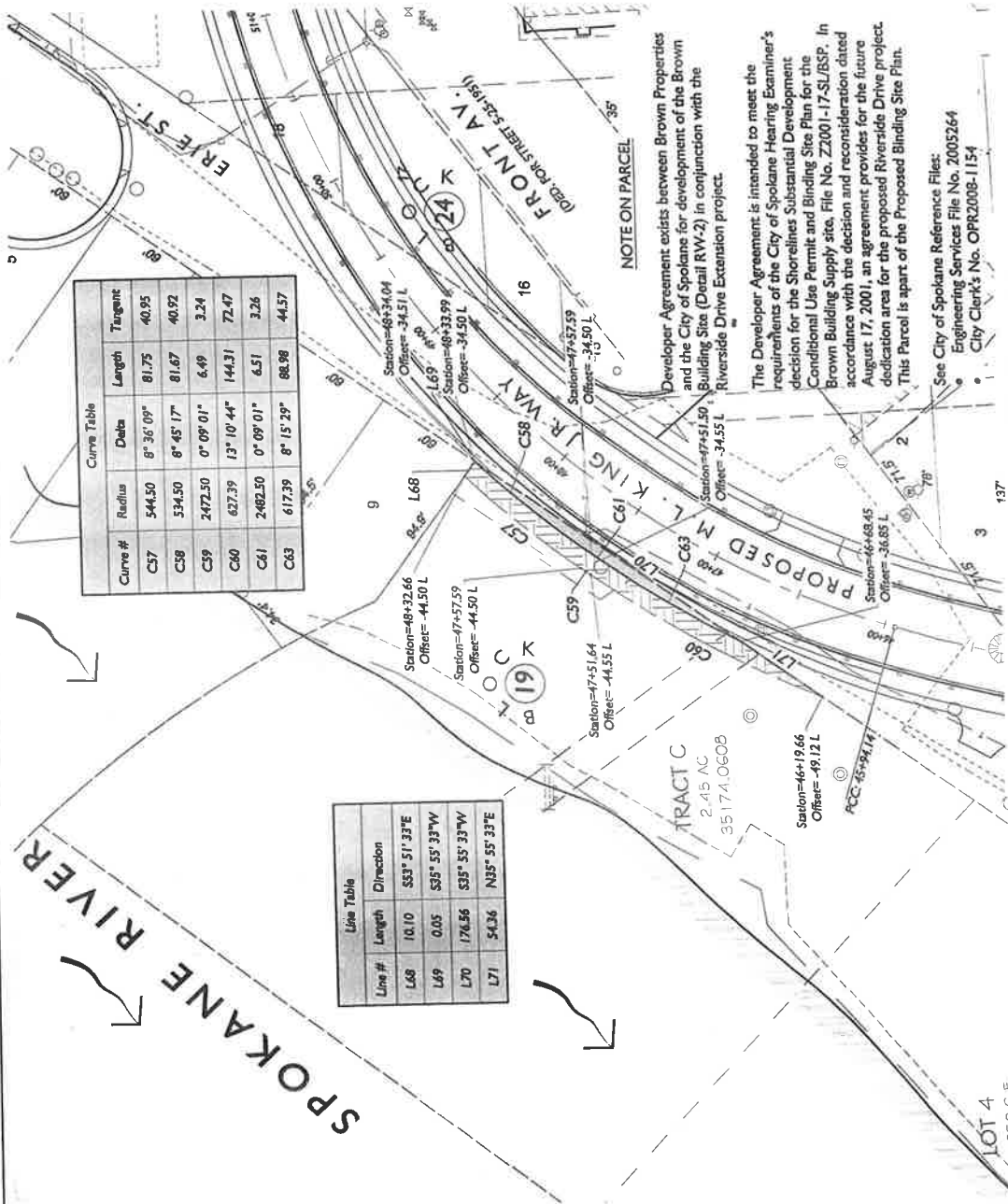
LEGAL DESCRIPTION OF THE PERMIT AREA
OF ASSESSOR'S PARCEL #35174.0601

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF LOT 1 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 55°29'25" EAST 14.15 FEET TO A POINT ON A 1112.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 08°30'00" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°47'09", 15.26 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 18°12'33" EAST 10.92 FEET TO THE POINT OF BEGINNING;

CONTAINING 74 SQUARE FEET, MORE OR LESS.



Curve Table

Curve #	Radius	Delta	Length	Tangent
C57	544.50	8° 36' 09"	81.75	40.95
C58	534.50	8° 45' 17"	81.67	40.92
C59	2472.50	0° 09' 01"	6.49	3.24
C60	627.39	13° 10' 44"	144.31	72.47
C61	2482.50	0° 09' 01"	6.51	3.26
C63	617.39	8° 15' 29"	88.98	44.57

Line Table

Line #	Length	Direction
L68	10.10	S83° 51' 33"E
L69	0.05	S35° 55' 33"W
L70	170.56	S35° 55' 33"W
L71	54.26	N35° 55' 33"E

NOTE ON PARCEL

Developer Agreement exists between Brown Properties and the City of Spokane for development of the Brown Building Site (Detail RW-2) in conjunction with the Riverside Drive Extension project.

The Developer Agreement is intended to meet the requirements of the City of Spokane Hearing Examiner's decision for the Shorelines Substantial Development Conditional Use Permit and Binding Site Plan for the Brown Building Supply site, File No. 22001-17-SL/BSP. In accordance with the decision and reconsideration dated August 17, 2001, an agreement provides for the future dedication area for the proposed Riverside Drive project. This Parcel is apart of the Proposed Binding Site Plan.

See City of Spokane Reference Files:
 Engineering Services File No. 2005264
 City Clerk's No. OPR2008-1154

Detail RW-4A: RIVER BEND PROPERTY OWNERS ASSOC.
PID: 35174.0506 SITE ADDRESS: 321 N ERIE

Scale: NTS

BROWN PROPERTIES MLK Phase 2 - Eric Brown CITY PROJECT NO. 2005264 Exhibit A-3	DATE: DECEMBER 2015
	DRAWN BY: RJS
	APPROVED BY: DAB

EXHIBIT A-3

LEGAL DESCRIPTION OF EXISTING

ASSESSOR'S PARCEL #35174.0608

(As shown in the Subdivision Guarantee issued by First American Title Insurance Company, Guarantee No. 2196877, dated December 31, 2013.)

TRACT "C" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

EXHIBIT A-3

LEGAL DESCRIPTION OF RIGHT-OF-WAY TAKE AREA

ASSESSOR'S PARCEL #35174.0608

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF TRACT "C" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID TRACT "C"; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "C", SOUTH 35°55'33" WEST 0.05 FEET TO THE **TRUE POINT OF BEGINNING**, A POINT ON A 534.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 45°20'28" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°45'17", 81.67 FEET TO THE POINT OF REVERSE CURVE OF A 2482.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 54°05'46" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°09'01", 6.51 FEET TO THE POINT OF REVERSE CURVE OF A 617.39 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 53°56'45" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°15'29", 88.98 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF TRACT "C"; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 35°55'33" EAST 176.56 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 747 SQUARE FEET, MORE OR LESS.

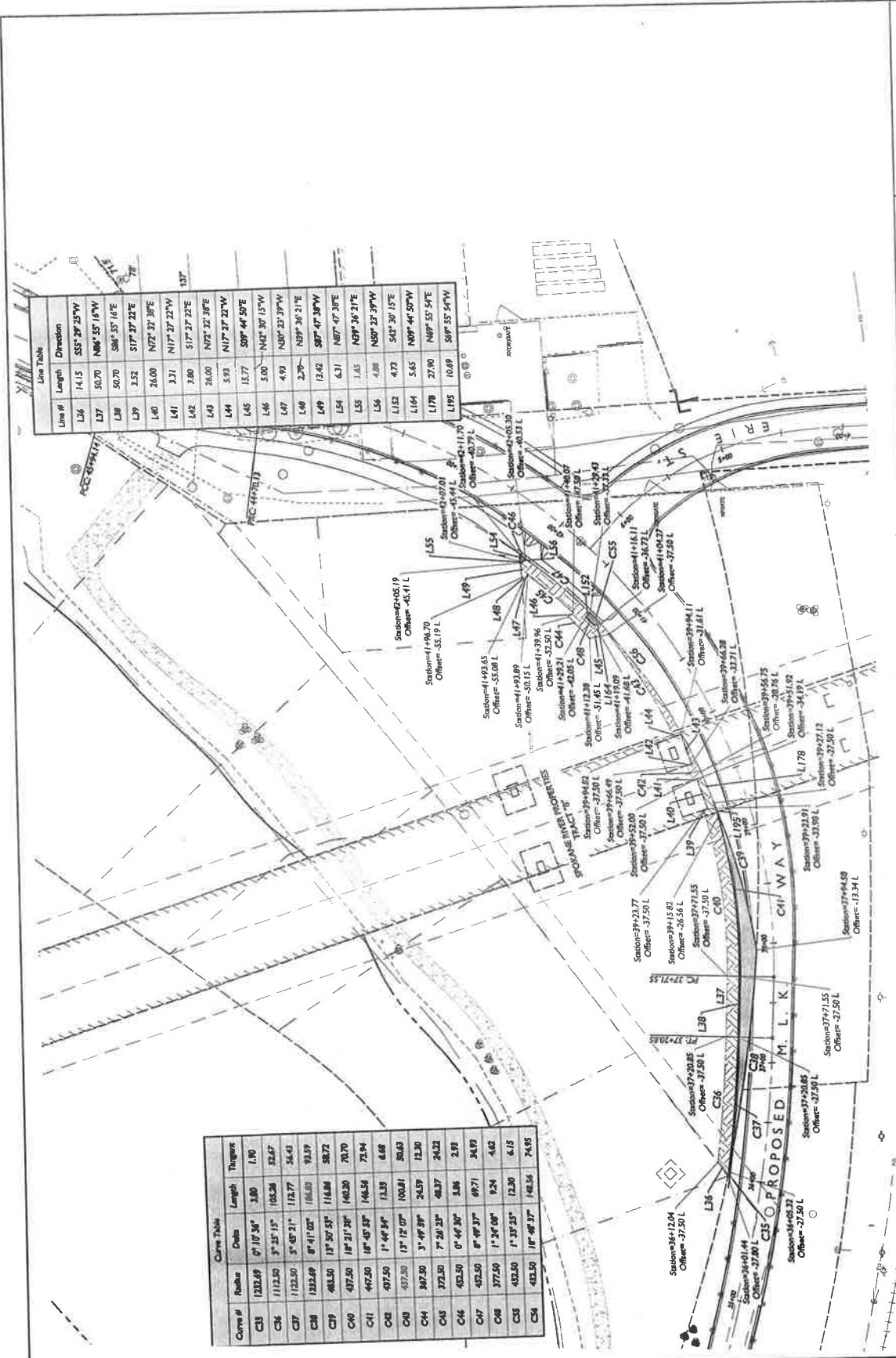
EXHIBIT A-3
LEGAL DESCRIPTION OF PERMIT AREA
ASSESSOR'S PARCEL #35174.0608

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF TRACT "C" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY MOST CORNER OF SAID TRACT "C"; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "C", SOUTH 35°55'33" WEST 0.05 FEET TO A POINT ON A 534.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 45°20'28" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°45'17", 81.67 FEET TO THE POINT OF REVERSE CURVE OF A 2482.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 54°05'46" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°09'01", 6.51 FEET TO THE POINT OF REVERSE CURVE OF A 617.39 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 53°56'45" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°15'29", 88.98 FEET TO A POINT ON SAID SOUTHEASTERLY LINE OF TRACT "C"; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 35°55'33" WEST 54.36 FEET TO A POINT ON A 627.39 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 67°07'28" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°10'44", 144.31 FEET TO THE POINT OF REVERSE CURVE OF A 2472.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 53°56'45" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°09'01", 6.49 FEET TO THE POINT OF REVERSE CURVE OF A 544.50 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 54°05'46" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°36'09", 81.75 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT "C"; THENCE ALONG SAID NORTHEASTERLY LINE, SOUTH 53°51'33" EAST 10.10 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,069 SQUARE FEET, MORE OR LESS.



Detail RW-7A: River Bend Property Owners Association
PID: 35174.0607 SITE ADDRESS: UNKNOWN

BROWN PROPERTIES
MLK Phase 2 - Eric Brown
CITY PROJECT NO. 2005264
Exhibit A-4

DATE: DECEMBER 2015
DRAWN BY: RJS
APPROVED BY: DAB

Scale: NTS

EXHIBIT A-4

LEGAL DESCRIPTION OF EXISTING

ASSESSOR'S PARCEL #35174.0607

(As shown in the Subdivision Guarantee issued by First American Title Insurance Company, Guarantee No. 2196877, dated December 31, 2013.)

TRACT "B" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

EXHIBIT A-4

**LEGAL DESCRIPTION OF THE RIGHT-OF-WAY TAKE AREA
FROM ASSESSOR'S PARCEL #35174.0607**

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF TRACT "B" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF SAID TRACT "B", BEING A POINT ON A 1232.69 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 13°31'35" EAST; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "B", AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°10'36", 3.80 FEET TO THE **TRUE POINT OF BEGINNING**, A POINT ON A 1122.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 08°50'06" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°45'21", 112.77 FEET TO THE POINT OF TANGENT; THENCE SOUTH 86°55'16" EAST 50.70 FEET TO THE POINT OF CURVE OF A 447.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°45'53", 146.56 FEET TO **POINT "A"**, A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT "B"; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) CALLS:

- 1) SOUTH 69°55'54" WEST 10.69 FEET TO A POINT ON A 483.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 20°23'35" WEST;
- 2) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°50'53", 116.86 FEET TO A POINT ON A 1232.69 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 04°39'57" EAST;
- 3) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°41'02" 186.83 FEET TO THE **TRUE POINT OF BEGINNING**;

TOGETHER WITH THAT PORTION OF SAID TRACT "B" DESCRIBED AS FOLLOWS:
BEGINNING AT **POINT "A"**, AS DESCRIBED ABOVE, A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT "B"; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING THREE (3) CALLS:

- 1) ALONG A NONTANGENT LINE, NORTH 69°55'54" EAST 27.90 FEET TO A POINT ON A 452.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 22°30'38" WEST;
- 4) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°48'37", 148.56 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID BOUNDARY ALONG A NONTANGENT LINE, NORTH 09°44'50" WEST 5.65 FEET TO A POINT ON A 377.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 41°06'07" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°24'08", 9.24 FEET; THENCE ALONG A RADIAL LINE SOUTH 42°30'15" EAST 4.73 FEET TO **POINT "B"**, A POINT ON A 452.50 FOOT RADIUS NONTANGENT CURVE ON SAID SOUTHERLY BOUNDARY OF TRACT "B", THE CENTER OF CIRCLE OF WHICH BEARS NORTH 42°52'40" WEST; THENCE SOUTHWESTERLY ALONG SAID BOUNDARY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°33'25", 12.30 FEET TO THE **TRUE POINT OF BEGINNING**;

TOGETHER WITH THAT PORTION OF SAID TRACT "B" DESCRIBED AS FOLLOWS:
BEGINNING AT **POINT "B"**, AS DESCRIBED ABOVE, A POINT ON A 452.50 FOOT RADIUS
NONTANGENT CURVE ON SAID SOUTHERLY BOUNDARY OF TRACT "B", THE CENTER
OF CIRCLE OF WHICH BEARS NORTH 42°52'40" WEST; THENCE NORTHEASTERLY
ALONG SAID BOUNDARY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 8°49'37", 69.71 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE ALONG A
NONTANGENT LINE, NORTH 50°23'39" WEST 4.88 FEET; THENCE NORTH 39°36'21" EAST
1.65 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT "B"; THENCE ALONG SAID
BOUNDARY THE FOLLOWING TWO (2) CALLS,
1) NORTH 87°47'38" EAST 6.31 FEET TO THE EASTERLY MOST CORNER ON THE
SOUTHERLY LINE OF SAID TRACT "B", A POINT ON A 452.50 FOOT RADIUS
NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS
NORTH 52°26'48" WEST;
2) SOUTHWESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "B", ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°44'30", 5.86 FEET TO THE
TRUE POINT OF BEGINNING;

COMBINED TAKES CONTAIN 2,318 SQUARE FEET.

EXHIBIT A-4

LEGAL DESCRIPTION OF THE PERMIT AREA
FROM ASSESSOR'S PARCEL #35174.0607

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF TRACT "B" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF SAID TRACT "B", BEING A POINT ON A 1232.69 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 13°31'35" EAST; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT "B", AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°10'36", 3.80 FEET TO A POINT ON A 1122.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 08°50'06" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°45'21", 112.77 FEET TO THE POINT OF TANGENT; THENCE SOUTH 86°55'16" EAST 50.70 FEET TO THE POINT OF CURVE OF A 447.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°45'53", 146.56 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT "B"; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) CALLS:

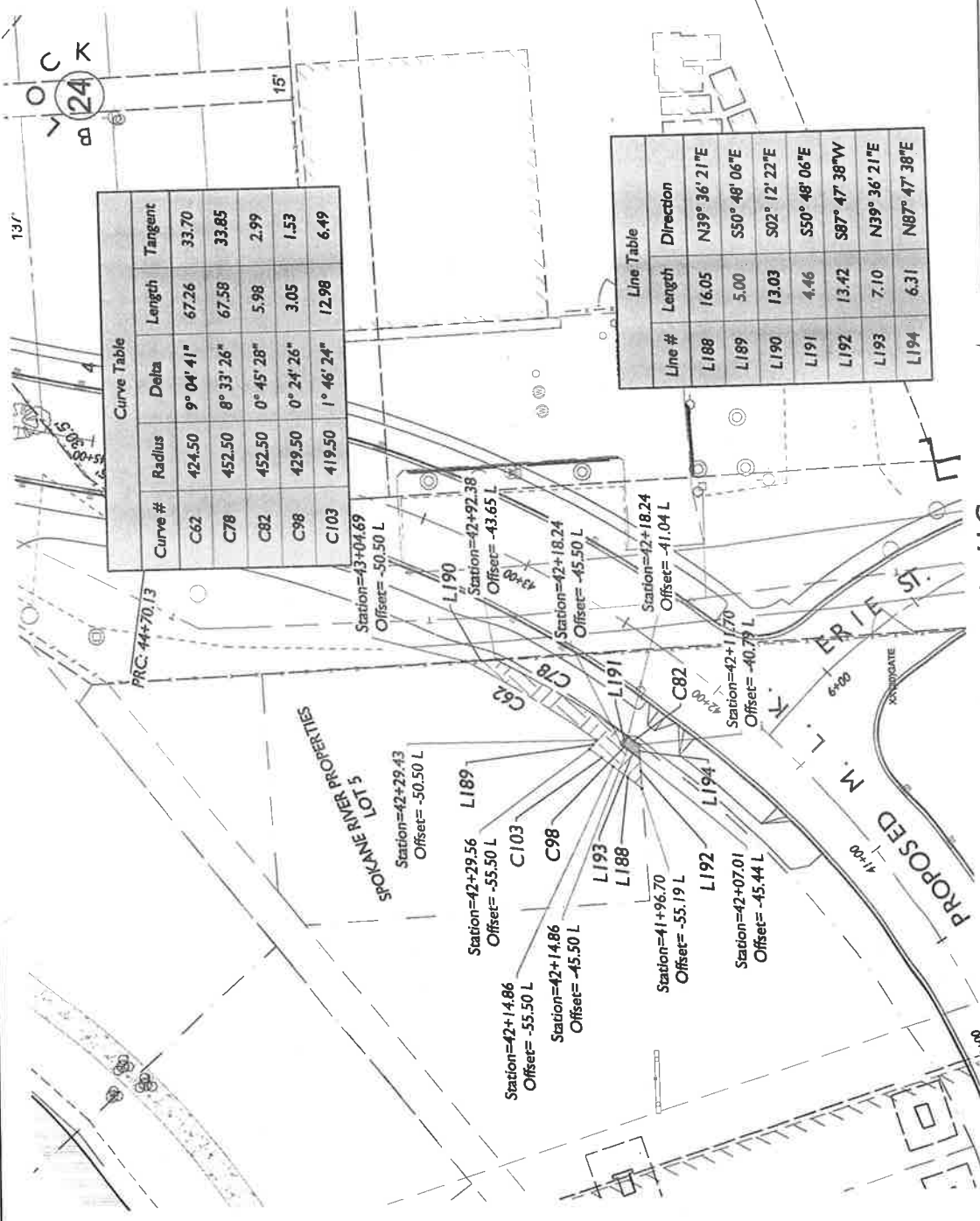
1) NORTH 69°55'54" EAST 27.90 FEET TO A POINT ON A 452.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 22°30'38" WEST;
4) ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°48'37", 148.56 FEET; THENCE LEAVING SAID BOUNDARY ALONG A NONTANGENT LINE, NORTH 09°44'50" WEST 5.65 FEET TO A POINT ON A 377.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 41°06'07" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°24'08", 9.24 FEET; THENCE ALONG A RADIAL LINE SOUTH 42°30'15" EAST 4.73 FEET TO A POINT ON A 452.50 FOOT RADIUS NONTANGENT CURVE ON SAID SOUTHERLY BOUNDARY OF TRACT "B", THE CENTER OF CIRCLE OF WHICH BEARS NORTH 42°52'40" WEST; THENCE NORTHEASTERLY ALONG SAID BOUNDARY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°49'37", 69.71 FEET; THENCE ALONG A NONTANGENT LINE, NORTH 50°23'39" WEST 4.88 FEET; THENCE NORTH 39°36'21" EAST 1.65 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT "B"; THENCE ALONG SAID BOUNDARY SOUTH 87°47'38" WEST 13.42 FEET; THENCE SOUTH 39°36'21" WEST 2.70 FEET; THENCE SOUTH 50°23'39" EAST 4.93 FEET TO A POINT ON A 372.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 51°28'56" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°26'23", 48.37 FEET; THENCE ALONG A NONTANGENT LINE, NORTH 42°30'15" WEST 5.00 FEET TO A POINT ON A 367.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 44°03'48" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°49'59", 24.59 FEET; THENCE ALONG A NONTANGENT LINE, SOUTH 09°44'50" EAST 15.77 FEET TO A POINT ON A 437.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 37°03'16" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE

THROUGH A CENTRAL ANGLE OF 13°12'07", 100.81 FEET TO A POINT ON THE BOUNDARY OF PARCEL "A" SHOWN ON THE AGREEMENT, QUIT CLAIM DEED, GRANT OF EASEMENT AND CONSTRUCTION PERMIT FILED JUNE 9, 1982, AS AUDITOR'S FILE NO. 8206090066; THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) CALLS:

- 1) ALONG A NONTANGENT LINE, SOUTH 17°27'22" EAST 5.93 FEET;
- 2) S72°32'38" WEST 26.00 FEET;
- 3) NORTH 17°27'22" WEST 3.80 FEET TO A POINT ON A 437.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 20°26'08" WEST; THENCE LEAVING SAID BOUNDARY, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°44'54", 13.35 FEET TO A POINT ON SAID BOUNDARY OF PARCEL "A" SHOWN ON THE AGREEMENT, QUIT CLAIM DEED, GRANT OF EASEMENT AND CONSTRUCTION PERMIT FILED JUNE 9, 1982, AS AUDITOR'S FILE NO. 8206090066; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) CALLS:

- 1) ALONG A NONTANGENT LINE, SOUTH 17°27'22" EAST 3.31 FEET
- 2) SOUTH 72°32'38" WEST 26.00 FEET;
- 3) NORTH 17°27'22" WEST 3.52 FEET TO A POINT ON A 437.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 15°16'54" WEST; THENCE LEAVING SAID BOUNDARY, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°21'38", 140.20 FEET TO THE POINT OF TANGENT; THENCE NORTH 86°55'16" WEST 50.70 FEET TO THE POINT OF CURVE OF A 1112.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°25'15", 105.26 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT "B"; THENCE ALONG SAID BOUNDARY, SOUTH 55°29'25" WEST 14.15 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,770 SQUARE FEET.



Curve Table				
Curve #	Radius	Delta	Length	Tangent
C62	424.50	9° 04' 41"	67.26	33.70
C78	452.50	8° 33' 26"	67.58	33.85
C82	452.50	0° 45' 28"	5.98	2.99
C98	429.50	0° 24' 26"	3.05	1.53
C103	419.50	1° 46' 24"	12.98	6.49

Line Table		
Line #	Length	Direction
L188	16.05	N39° 36' 21"E
L189	5.00	S50° 48' 06"E
L190	13.03	S02° 12' 22"E
L191	4.46	S50° 48' 06"E
L192	13.42	S87° 47' 38"W
L193	7.10	N39° 36' 21"E
L194	6.31	N87° 47' 38"E

Detail RW-7B: Brown Properties LLC
 PID: 35174.0605 SITE ADDRESS: 111 N ERIE

Scale: NTS

BROWN PROPERTIES MLK Phase 2 - Eric Brown CITY PROJECT NO. 2005264 Exhibit A-5		DATE: DECEMBER 2015
		DRAWN BY: RJS
		APPROVED BY: DAB

EXHIBIT A-5

LEGAL DESCRIPTION OF EXISTING

ASSESSOR'S PARCEL #35174.0605

(As shown in the Subdivision Guarantee issued by First American Title Insurance Company, Guarantee No. 2196865, dated December 31, 2013.)

LOT 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP,
ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57
AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

EXHIBIT A-5

**LEGAL DESCRIPTION OF THE RIGHT-OF-WAY TAKE AREA
OF ASSESSOR'S PARCEL #35174.0605**

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF LOT 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER ON THE SOUTH LINE OF SAID LOT 5; THENCE ALONG SAID SOUTH LINE OF LOT 5, SOUTH 87°47'38" WEST 6.31 FEET; THENCE NORTH 39°36'21" EAST 7.10 FEET TO THE POINT OF CURVE OF A 429.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°24'26", 3.05 FEET; THENCE ALONG A LINE, RADIAL TO LAST SAID CURVE, SOUTH 50°48'06" EAST 4.46 FEET TO A POINT ON A 452.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH°53'12'16" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°45'28", 5.98 FEET TO THE POINT OF BEGINNING;

CONTAINING 37 SQUARE FEET, MORE OR LESS.

EXHIBIT A-5
LEGAL DESCRIPTION OF THE PERMIT AREA
OF ASSESSOR'S PARCEL #35174.0605

(Prepared by Adams & Clark, Inc.)

THAT PORTION OF LOT 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

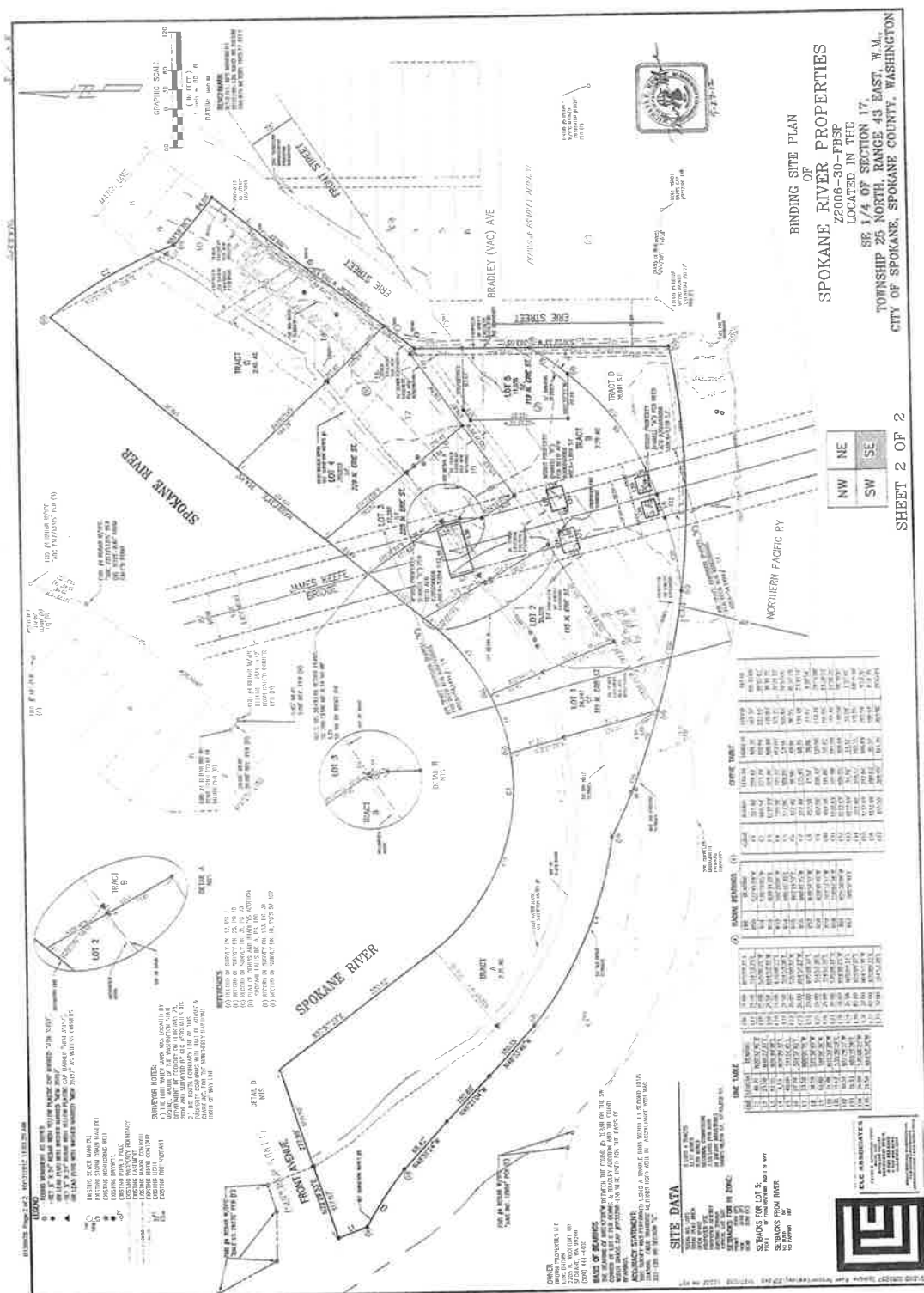
BEGINNING AT THE MOST EASTERLY CORNER ON THE SOUTH LINE OF SAID LOT 5; THENCE ALONG SAID SOUTH LINE OF LOT 5, SOUTH 87°47'38" WEST 6.31 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 39°36'21" EAST 7.10 FEET TO THE POINT OF CURVE OF A 429.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°24'26", 3.05 FEET; THENCE ALONG A LINE, RADIAL TO LAST SAID CURVE, SOUTH 50°48'06" EAST 4.46 FEET TO A POINT ON A 452.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 53°12'16" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°33'26", 67.58 FEET TO A POINT ON THE EAST LINE OF SAID LOT 5; THENCE ALONG SAID EAST LINE, A NONTANGENT LINE, NORTH 02°12'22" WEST 13.03 FEET TO A POINT ON A 424.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 61°13'46" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°04'41", 67.26 FEET; THENCE ALONG A NONTANGENT LINE, NORTH 50°48'06" WEST 5.00 FEET TO A POINT ON A 419.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 52°10'03" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°46'24", 12.98 FEET TO THE POINT OF TANGENT; THENCE SOUTH 39°36'21" WEST 16.05 FEET TO A POINT ON SAID SOUTH LINE OF LOT 5; THENCE ALONG SAID SOUTH LINE, NORTH 87°47'38" EAST 13.42 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 776 SQUARE FEET, MORE OR LESS.

Exhibits B-1 & B-2

Binding Site Plan, Legal Description and Depiction of Tract D

Scale: NTS

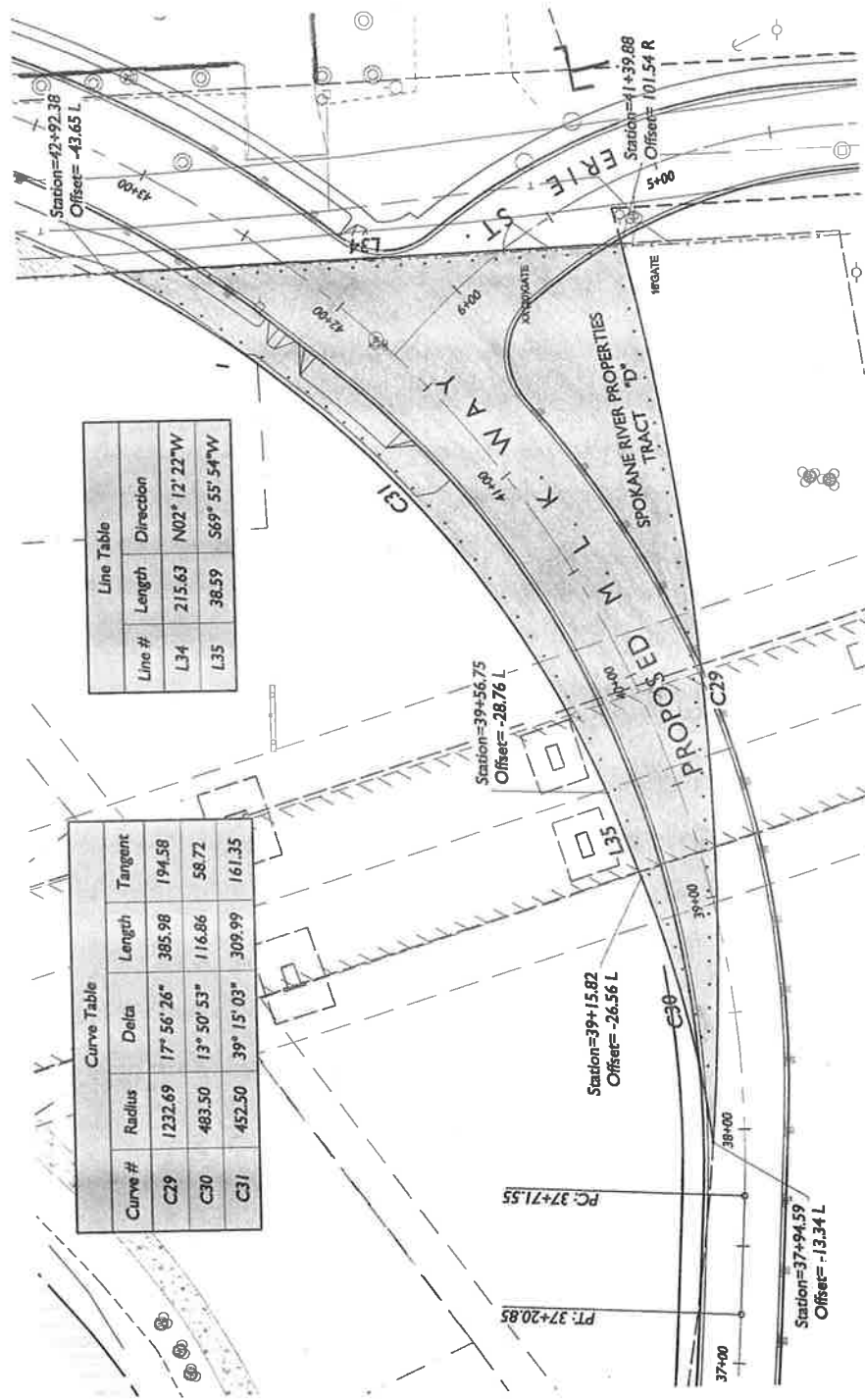


SHEET 2 OF 2

BROWN PROPERTIES	DATE: DECEMBER 2015
MLK Phase 2 - Eric Brown	DRAWN BY: RJS
CITY PROJECT NO. 2005264	APPROVED BY: DAB
Exhibit B-1	

DATE: DECEMBER 2015
DRAWN BY: RJS
APPROVED BY: DAB

Scale: NTS



Line Table		
Line #	Length	Direction
L34	215.63	N02° 12' 22" W
L35	38.59	S69° 55' 54" W

Curve Table			
Curve #	Radius	Delta	Tangent
C29	1232.69	17° 56' 26"	194.58
C30	483.50	13° 50' 53"	58.72
C31	452.50	39° 15' 03"	161.35

Detail RW-2C: River Bend Property Owners Association
 PID: 35174.0609 SITE ADDRESS: NO ADDRESS

DATE: DECEMBER 2015

DRAWN BY: RJS

APPROVED BY: DAB

BROWN PROPERTIES

MLK Phase 2 - Eric Brown

CITY PROJECT NO. 2005264

Exhibit B-2

Scale: NTS

EXHIBIT B-2

LEGAL DESCRIPTION OF EXISTING

ASSESSOR'S PARCEL #35174.0609

(As shown in the Subdivision Guarantee issued by First American Title Insurance Company, Guarantee No. 2196877, dated December 31, 2013.)

TRACT "D" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

EXHIBIT B-2

LEGAL DESCRIPTION OF RIGHT-OF-WAY TAKE AREA

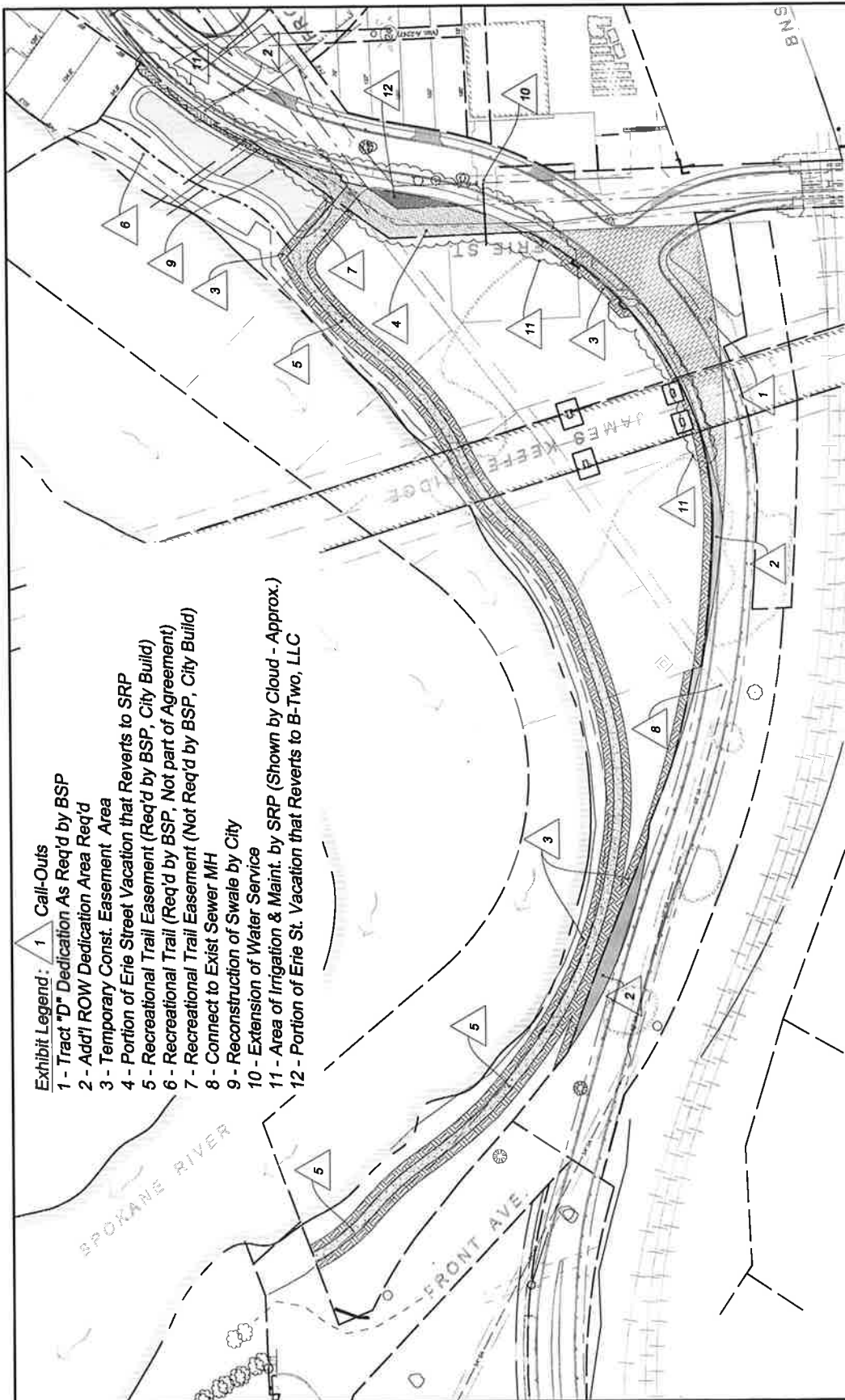
ASSESSOR'S PARCEL #35174.0609

(Prepared by Adams & Clark, Inc.)

TRACT "D" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Exhibit C

Project Map



- Exhibit Legend:**
- 1 - Tract "D" Dedication As Req'd by BSP
 - 2 - Add'l ROW Dedication Area Req'd
 - 3 - Temporary Const. Easement Area
 - 4 - Portion of Erie Street Vacation that Reverts to SRP
 - 5 - Recreational Trail Easement (Req'd by BSP, City Build)
 - 6 - Recreational Trail Easement (Req'd by BSP, Not part of Agreement)
 - 7 - Recreational Trail Easement (Not Req'd by BSP, City Build)
 - 8 - Connect to Exist Sewer MH
 - 9 - Reconstruction of Swale by City
 - 10 - Extension of Water Service
 - 11 - Area of Irrigation & Maint. by SRP (Shown by Cloud - Approx.)
 - 12 - Portion of Erie St. Vacation that Reverts to B-Two, LLC

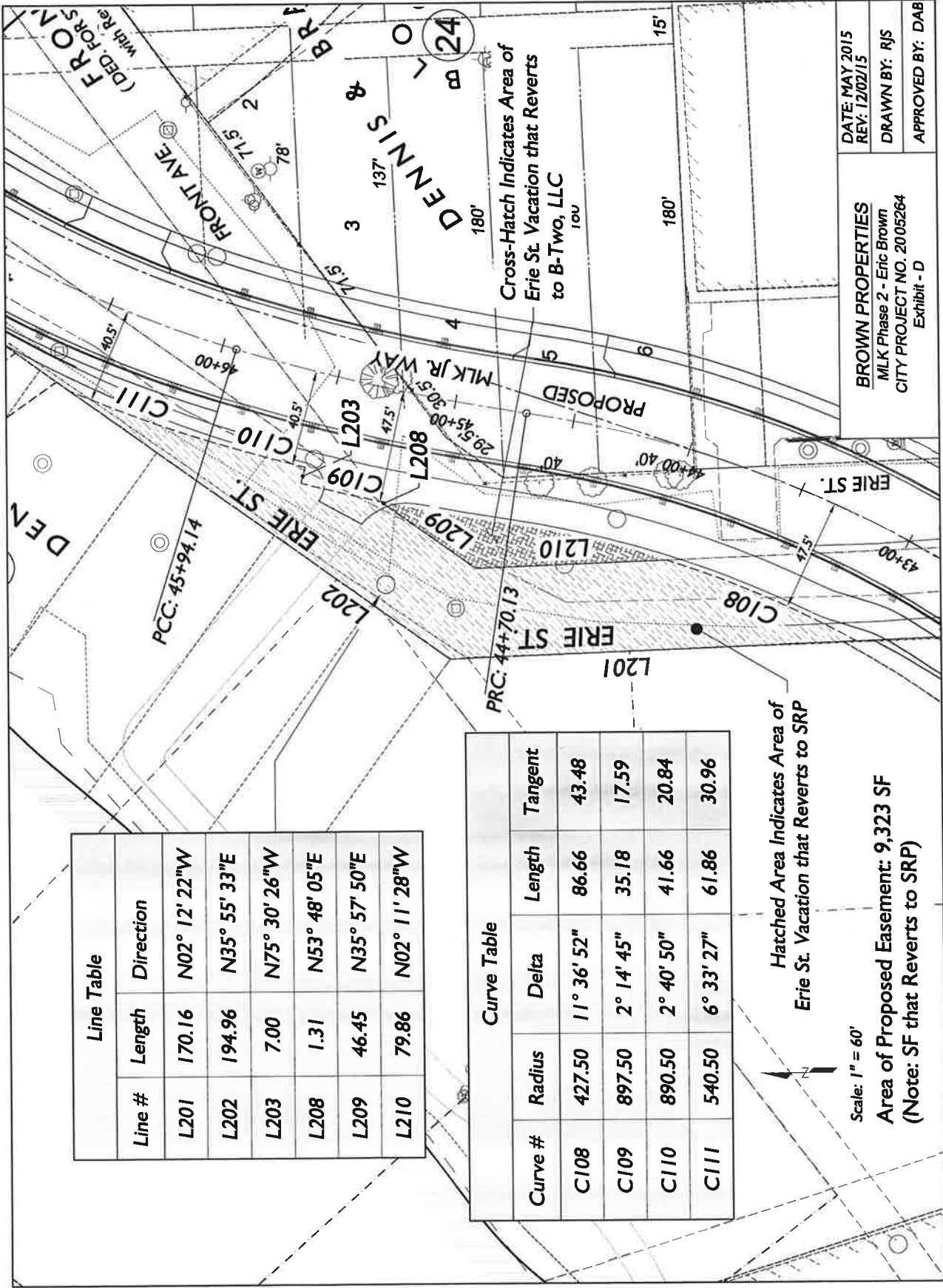


Scale: 1" = 200'

BROWN PROPERTIES MLK Phase 2 - Eric Brown CITY PROJECT NO. 2005264 Exhibit - C		DATE: MAY 2015 REV: 12/02/15
		DRAWN BY: RJS
		APPROVED BY: DAB

Exhibit D

Area of Erie Street Proposed for Vacation



Line Table		
Line #	Length	Direction
L201	170.16	N02° 12' 22"W
L202	194.96	N35° 55' 33"E
L203	7.00	N75° 30' 26"W
L208	1.31	N53° 48' 05"E
L209	46.45	N35° 57' 50"E
L210	79.86	N02° 11' 28"W

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C108	427.50	11° 36' 52"	86.66	43.48
C109	897.50	2° 14' 45"	35.18	17.59
C110	890.50	2° 40' 50"	41.66	20.84
C111	540.50	6° 33' 27"	61.86	30.96

Scale: 1" = 60'

Area of Proposed Easement: 9,323 SF
(Note: SF that Reverts to SRP)

Hatched Area Indicates Area of
Erie St. Vacation that Reverts to SRP

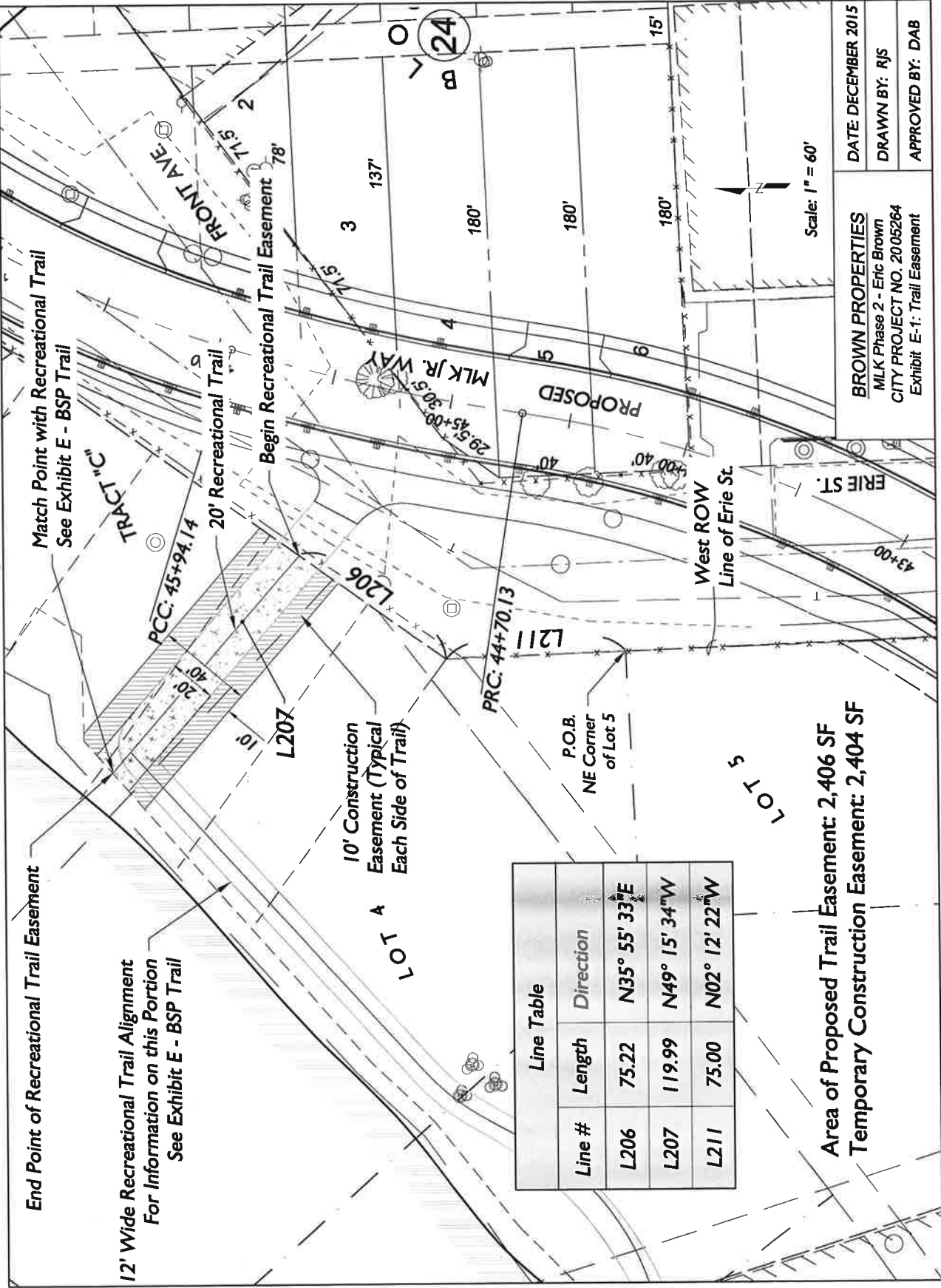
BROWN PROPERTIES
MLK Phase 2 - Eric Brown
CITY PROJECT NO. 2005264
Exhibit - D

DATE: MAY 2015
REV: 12/02/15
DRAWN BY: RJS
APPROVED BY: DAB

Cross-Hatch Indicates Area of
Erie St. Vacation that Reverts
to B-Two, LLC

Exhibits E-1 & E-2

Recreational Trail Easement, Legal Description and Depiction of Trail Easement



Line Table		
Line #	Length	Direction
L206	75.22	N35° 55' 33"E
L207	119.99	N49° 15' 34"W
L211	75.00	N02° 12' 22"W

Area of Proposed Trail Easement: 2,406 SF
Temporary Construction Easement: 2,404 SF

BROWN PROPERTIES
MLK Phase 2 - Eric Brown
CITY PROJECT NO. 2005264
Exhibit E-1: Trail Easement

DATE: DECEMBER 2015
DRAWN BY: RJS
APPROVED BY: DAB

EXHIBIT E-1: TRAIL EASEMENT
LEGAL DESCRIPTION OF THE TRAIL EASEMENT AREA
FROM ASSESSOR'S PARCEL #35174.0608

(Prepared by City of Spokane, Engineering Services)

A PORTION OF TRACT "C" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 20 FEET IN WIDTH, LYING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP; THENCE NORTH 02°12'22" WEST 75.00 FEET; THENCE NORTH 35°55'33" EAST 75.22 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 49°15'34" WEST 119.99 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE TOP OF THE RIVER BANK OF THE SPOKANE RIVER AND THE TERMINUS OF SAID CENTERLINE;

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENDED AND SHORTENED TO TERMINATE AT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ERIE STREET AND THE SOUTHERLY LINE OF THE TOP OF THE RIVER BANK OF THE SPOKANE RIVER AS OF JULY 2015.

CONTAINING 2,406 SQUARE FEET, MORE OR LESS.

EXHIBIT E-1: TRAIL EASEMENT
LEGAL DESCRIPTION OF THE TRAIL EASEMENT PERMIT AREA
FROM ASSESSOR'S PARCELS #35174.0604 & #35174.0608

(Prepared by City of Spokane, Engineering Services)

PORTIONS OF LOT 4 AND TRACT "C" OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 40 FEET IN WIDTH, LYING 20 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP; THENCE NORTH 02°12'22" WEST 75.00 FEET; THENCE NORTH 35° 55'33" EAST 75.22 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 49° 15'34" WEST 119.99 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE TOP OF THE RIVER BANK OF THE SPOKANE RIVER AND THE TERMINUS OF SAID CENTERLINE;

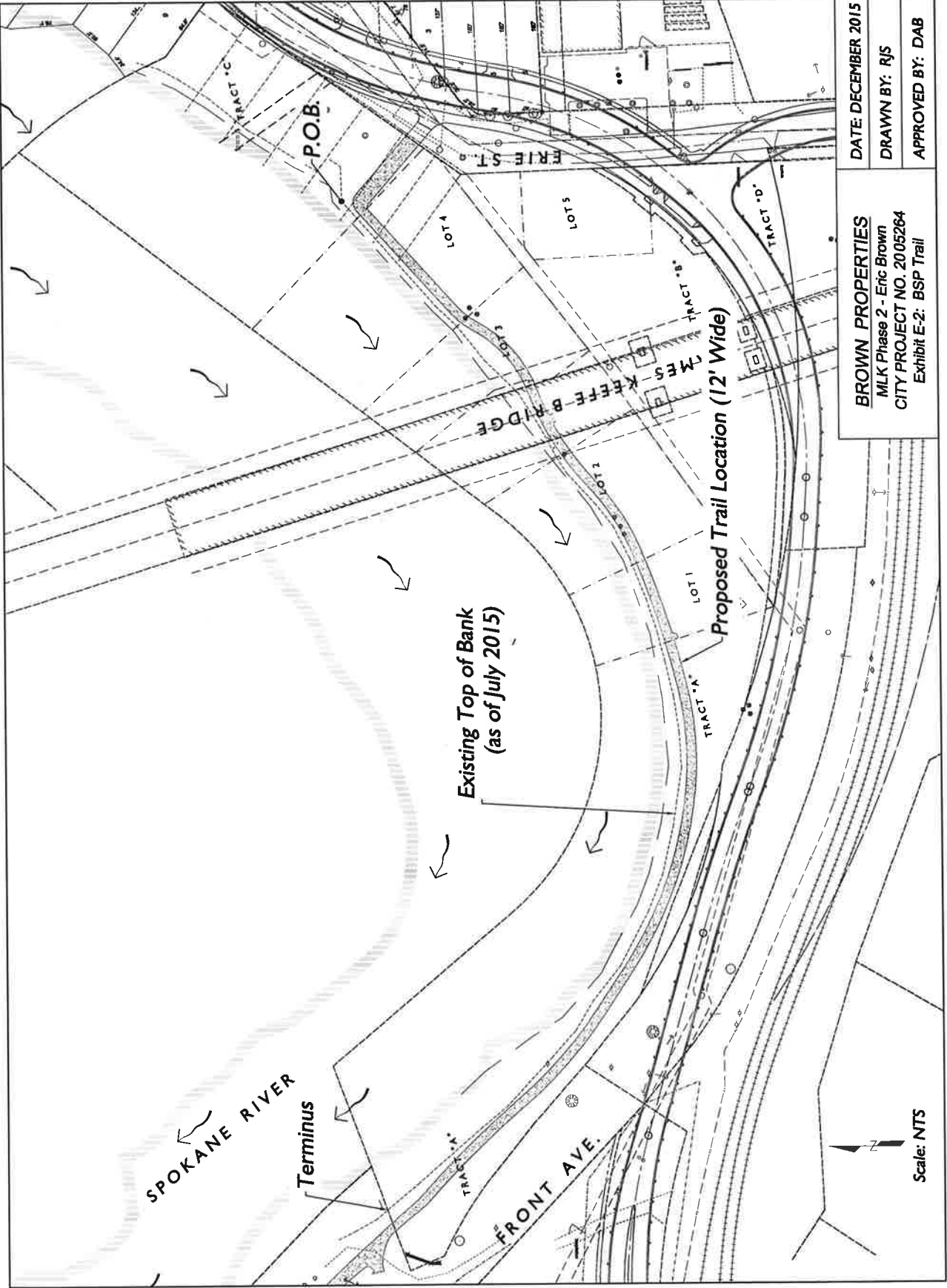
THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENDED AND SHORTENED TO TERMINATE AT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ERIE STREET AND THE SOUTHERLY LINE OF THE TOP OF THE RIVER BANK OF THE SPOKANE RIVER AS OF JULY 2015.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 20 FEET IN WIDTH, LYING 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP; THENCE NORTH 02°12'22" WEST 75.00 FEET; THENCE NORTH 35° 55'33" EAST 75.22 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE NORTH 49° 15'34" WEST 119.99 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE TOP OF THE RIVER BANK OF THE SPOKANE RIVER AND THE TERMINUS OF SAID CENTERLINE;

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENDED AND SHORTENED TO TERMINATE AT THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ERIE STREET AND THE SOUTHERLY LINE OF THE TOP OF THE RIVER BANK OF THE SPOKANE RIVER AS OF JULY 2015.

CONTAINING 2,404 SQUARE FEET, MORE OR LESS.



DATE: DECEMBER 2015
DRAWN BY: RJS
APPROVED BY: DAB

BROWN PROPERTIES
MLK Phase 2 - Eric Brown
CITY PROJECT NO. 2005264
Exhibit E-2: BSP Trail

EXHIBIT E-2: BSP TRAIL EASEMENT
LEGAL DESCRIPTION OF THE BSP TRAIL EASEMENT AREA
FROM ASSESSOR'S PARCELS #35174.0601, #35174.0602, #35174.0603,
#35174.0604, #35174.0606, #35174.0607 AND #35174.0608

(Prepared by City of Spokane, Engineering Services)

AN EASEMENT FOR THE CONSTRUCTION OF A 12' WIDE PAVED RECREATIONAL TRAIL OVER PORTIONS OF TRACTS "A", "B" AND "C", AND LOTS 1, 2, 3 AND 4 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND THAT VARIES IN WIDTHS OF 30 AND 45 FEET, LYING SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY OF THE EXISTING SOUTHERLY LINE OF THE SPOKANE RIVER, SAID LINE BEING THE TOP OF THE EXISTING RIVER BANK AS OF JULY 2015, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP; THENCE NORTH 02°12'22" WEST 75.00 FEET; THENCE NORTH 12°26'26" WEST 154.92 FEET TO THE POINT OF BEGINNING OF SAID LINE AND RIVER BANK; THENCE ALONG THE FOLLOWING CALLS AND EASEMENT WIDTHS:

- 1) SOUTH 48°02'39" WEST 217.00 FEET; WITH AN EASEMENT WIDTH OF 30 FEET;
- 2) SOUTH 54°17'55" WEST 234.17 FEET; WITH AN EASEMENT WIDTH OF 45 FEET;
- 3) SOUTH 49°24'28" WEST 88.13 FEET; WITH AN EASEMENT WIDTH OF 30 FEET; TO THE BEGINNING OF A NON-TANGENT 759.40 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 27°31'20" WEST;
- 4) THENCE SOUTHWESTERLY ALONG SAID CURVE 300.88 FEET THROUGH A CENTRAL ANGLE OF 22°42'03"; WITH AN EASEMENT WIDTH OF 30 FEET; TO THE BEGINNING OF A NON-TANGENT 519.78 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 0°00'51" WEST;
- 5) THENCE NORTHWESTERLY ALONG SAID CURVE 390.86 FEET THROUGH A CENTRAL ANGLE OF 43°05'07"; WITH AN EASEMENT WIDTH OF 30 FEET;
- 6) THENCE NORTH 53°03'07" WEST, NON-TANGENT TO SAID CURVE, 92.20 FEET; WITH AN EASEMENT WIDTH OF 30 FEET;
- 7) THENCE NORTH 40°53'27" WEST 238.63 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID TRACT "A", WITH AN EASEMENT WIDTH OF 30 FEET AND THE TERMINUS OF SAID LINE

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENDED AND SHORTENED TO TERMINATE AT THE NORTHWESTERLY LINE OF TRACT "A".

CONTAINING 51,251 SQUARE FEET, MORE OR LESS.

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201

OPR _____

Project #: _____
Address: _____
Parcel #: _____

RECREATIONAL TRAIL EASEMENT

This Easement Agreement is made this ____ day of _____, 20____, by and between Brown Properties, LLC, a Washington limited liability company ("Brown") and River Bend Property Owners Association, a Washington nonprofit corporation ("River Bend"), collectively, as "Grantors," as their interests may appear, and **the CITY OF SPOKANE**, a Washington municipal corporation, as "Grantee" or "City".

WHEREAS, Grantors or one of them is the owner of certain real property located in the City of Spokane, Spokane County, Washington legally described in Exhibit A to this Easement Agreement (the "Property"):

Whereas, pursuant to Shoreline Substantial Development Conditional Use Permit and Binding Site Plan, City of Spokane File No: File No. Z2001-17-SL/BSP, Brown is obligated to construct a recreational trail along the river for the length of its property; and

WHEREAS, in conjunction with construction of the Ben Burr Trail project, Project No. 2010091, Grantors and Grantee desire to enter into an agreement by which the City will construct a portion of the recreational trail on Grantors' Property; and

WHEREAS, Grantors are willing to provide the City with an easement for recreational purposes to facilitate construction and use of a segment of the Ben Burr Trail project over, through and across Grantors' Property; and

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms, conditions and covenants, Grantors hereby grant, convey, and warrant to Grantee:

1. **EASEMENT**. Grantors do hereby grant, convey, warrant and deliver to Grantee a perpetual non-exclusive recreational trail easement over and across the Property ("**Easement Area**"). The parties acknowledge that the Easement Area does not encompass the entire area Brown is obligated to dedicate for public trail purposes pursuant to that certain Binding Site Plan of Spokane River Properties, Z2006-30-FBSP, filed for record on or about October 17, 2012 in Book 3 of Binding Site Plans, at pages 57-58, records of the Spokane County Auditor (the "BSP"). Brown acknowledges and agrees that this easement does not release Brown from Brown's obligations under the BSP relating to those portions of the public pedestrian pathway that are not specifically addressed in this Easement. The Easement Area is an approximate location for the trail and the parties shall mutually agree upon the final location and alignment of the trail prior to construction of the trail and, subject to limitations in chapter 90.58 RCW (Shoreline Management Act of 1971) and the regulations promulgated thereunder, the parties anticipate that the trail will be located as near to the south side of the top of the river bank as reasonably possible but not less than 6 feet in conformance with applicable design standards

2. **PURPOSE AND MAINTENANCE**. This Easement is granted for the purpose of allowing the City, through its officers, employees, contractors and agents, at all times to enter the Easement Area for the purpose of constructing, operating, maintaining, repairing and/or replacing a section of the Ben Burr Recreational Trail and related appurtenances and utilities and for the further purpose of enabling continuous public pedestrian and bicycle access along the trail, subject to Grantee's responsibilities as the adjoining land owner. Grantors agree to not interfere with the use of the Easement Area for these purposes. Grantee agrees that in the maintenance, operation, repair or replacement of the trail or any utilities on or in the vicinity of the Easement Area that it will, at its own expense, restore the surface of the Easement Area and any of Grantors' adjacent property to the same or better conditions which existed prior to Grantee's entry thereon.

3. **DURATION**. This grant of Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

4. **CORPORATE AUTHORITY**. Each individual executing this Easement on behalf of the respective parties represents and warrants that he/she is duly authorized to execute and enter into this Agreement on behalf of said party and that this Easement is binding upon said party in accordance with its terms.

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

GRANTORS:

Brown Properties, LLC



By: Eric R. Brown

Its: Managing Member

River Bend Property Owners Association



By: Eric R. Brown

Its: President

GRANTEE: City of Spokane

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

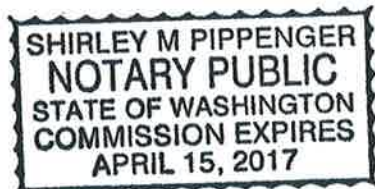
Individual Acknowledgement


STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this 4th day of November, 2013, Eric R. Brown signed this instrument,
(Print name)

on oath stated that (she/he/they) is/are authorized to execute the instrument, and acknowledged it to be (his/her/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: 04/15/2017

Corporate Acknowledgement temp easement doesn't have an individual vs. corporate distinction

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, _____ signed this instrument,
(Print name)

on oath stated that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)

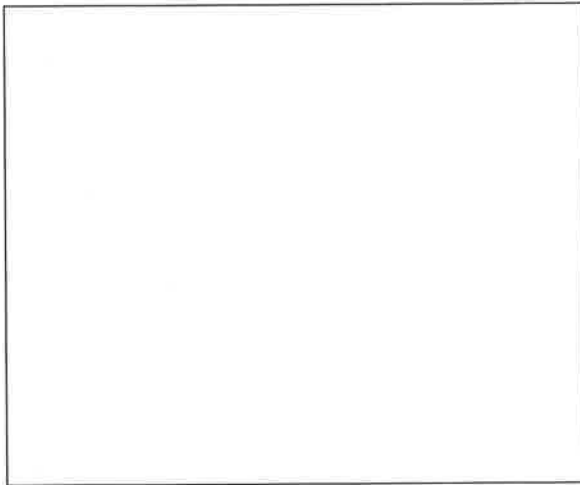
and acknowledged it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

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: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

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



Print Name: _____
Residing at: _____
My appointment expires: _____

Exhibit F

Form of Temporary Construction Easement

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.

Spokane, WA 99201-3343

Tax Parcel Nos. 35174.0568 and 35174.0579

TEMPORARY CONSTRUCTION EASEMENT

This Easement is granted and conveyed this ____ day of _____, 20__ by Brown Properties, LLC, a Washington limited liability company ("Brown") and River Bend Property Owners Association, a Washington nonprofit corporation ("River Bend") (collectively, "Grantors"), to the CITY OF SPOKANE, a Washington municipal corporation ("City" or "Grantee"), hereinafter jointly referred to as "Parties".

WHEREAS, Grantors, or one of them, own certain property situated in the County of Spokane, State of Washington, and legally described in **Exhibit "A"** (the "Property"); and

WHEREAS, Grantors wish to convey a temporary construction easement upon the Property for purposes of construction work, material storage, and equipment staging, all in connection with the Riverside Extension – Phase II Project, City Project No. _____ (the "Project"); and

NOW THEREFORE, in consideration of the foregoing recitals and those set forth in that certain Real Estate Purchase and Sale Agreement by and between the Parties, dated _____ (the "Purchase and Sale Agreement"), and the mutual benefits to the Parties from completion of the Project, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Easement.** Grantors hereby grant, convey, warrant and deliver a temporary easement to the City, its agents, and employees, to enter upon and have access to the Property for purposes set forth herein ("Easement").

2. **Purposes.** The Easement is granted for the purpose of allowing the City and its employees and agents to use the Property for purposes of ingress and egress to the Project while the Project is under construction, and for the further purpose of altering the Property as it pertains to slope, grade, fill, sidewalk, driveway, street, landscaping and other public improvements, including the placement of construction materials and equipment as necessary to adjust the Property for the public improvement. This Easement shall include the right of reasonable ingress and egress over the adjacent property of Grantors.

3. **Term.** This grant of temporary easement shall become effective thirty (30) days after the City provides Grantors with written notice that it plans to begin construction, and shall terminate 24 months after said effective date. Provided, the Parties shall cooperate in good faith regarding any extensions of this termination date as are reasonably necessary to allow the City to complete the Project and any work on and around Grantors' Property pursuant to the Settlement Agreement.

4. **Condition of Property.** Upon termination, the City will return the Property as nearly as practicable to its original condition, taking into consideration the nature of the work being performed.

5. **Successors.** The agreements contained herein and the rights granted hereby shall run with the title to the Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

Dated: _____

GRANTORS

Brown Properties, LLC



By: Eric R. Brown

Its: Managing Member

River Bend Property Owners Association



By: Eric R. Brown

Its: President

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

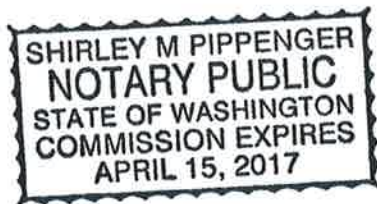
City Clerk

Assistant City Attorney

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this 4th day of November, 20 15, Eric R. Brown signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a Manager/Resident of Brown Properties & R.P.B.O.A.
(Position/Title) Manager (Name of entity)
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.



Shirley M. Pippenger
Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: 04/15/2017

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

NOTARY SEAL

Notary Public in and for the State of
Washington, residing at Spokane.

Appointment expires: _____

Exhibit G

Form of Right-of-Way Dedication Deed

AFTER RECORDING RETURN TO:

City Clerk
City of Spokane
W. 808 Spokane Falls Boulevard
Spokane, WA 99201

Parcel No. _____

RIGHT-OF-WAY DEDICATION DEED

THE GRANTORS, BROWN PROPERTIES, LLC, a Washington limited liability company, and RIVER BEND PROPERTY OWNERS ASSOCIATION, a Washington nonprofit corporation, for good and valuable consideration in hand paid, dedicates to the CITY OF SPOKANE, a municipal corporation of the State of Washington, for public street purposes and all uses incidental thereto, certain real property situated in the City and County of Spokane, State of Washington, and legally described as follows:

[INSERT LEGAL DESCRIPTION]

SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record. Grantor waives all claims for damages against any governmental authority including, without limitation, the City of Spokane, which may be occasioned by the establishment, construction, drainage and maintenance of such public way. ~~((In the event the City of Spokane does not construct the street that is the subject of this Deed pursuant to that Development Agreement existing between the parties, the above described property shall automatically two (2) years from the date of this Deed revert to Grantor without further action.))~~

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by affixing its signature hereunto this _____ day of _____, 20____.

Brown Properties, LLC

By: Eric R. Brown
Its: Managing Member

River Bend Property Owners Association

By: Eric R. Brown
Its: President

STATE OF WASHINGTON :
: ss.
County of Spokane :

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ to me known to be the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned.

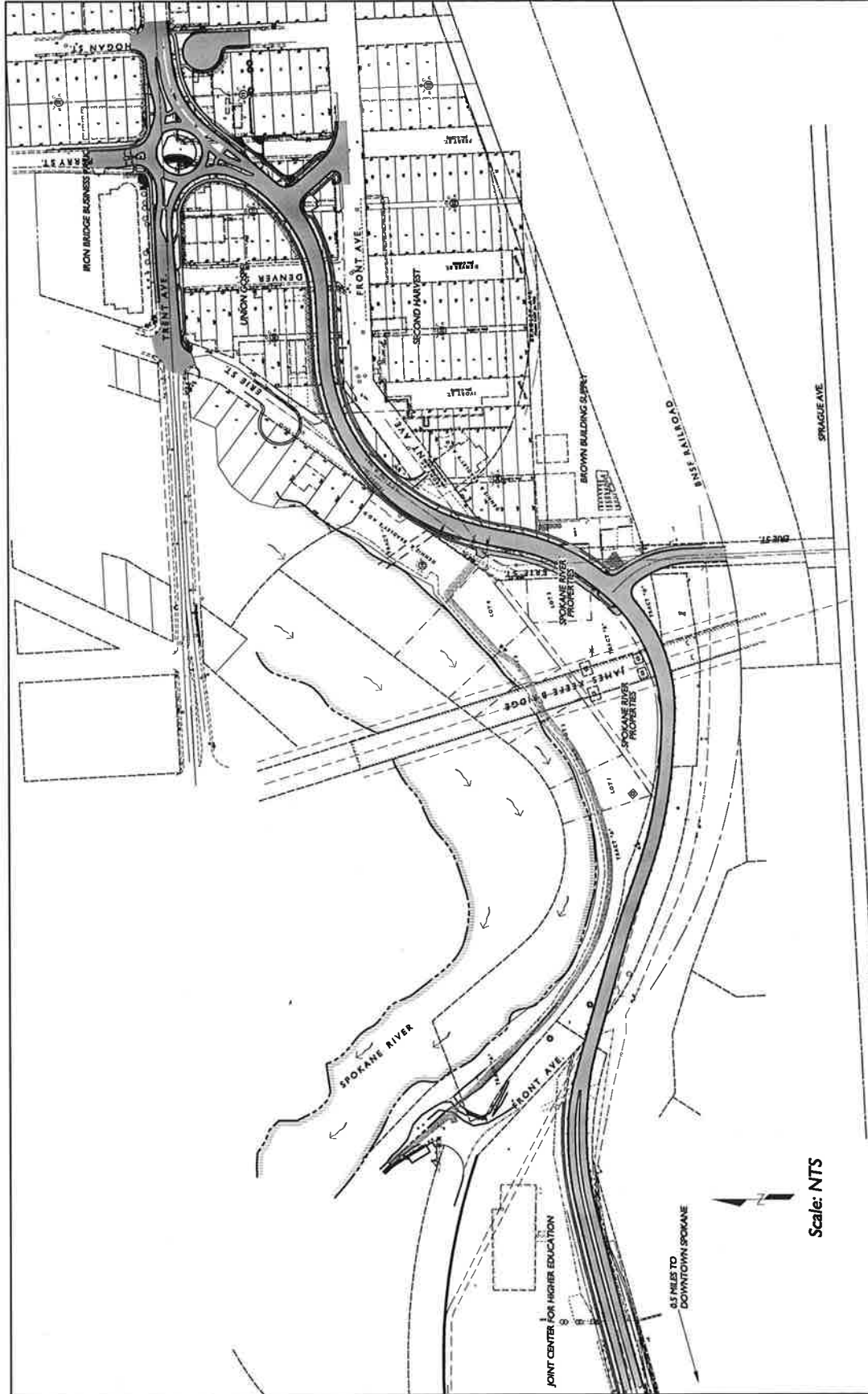
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

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

I:\SPODOCS\40898\00001\REAL\1465648
DELETE NEXT PAGE WHICH IS BLANK

Exhibit H

Riverside Extended Project Drawing



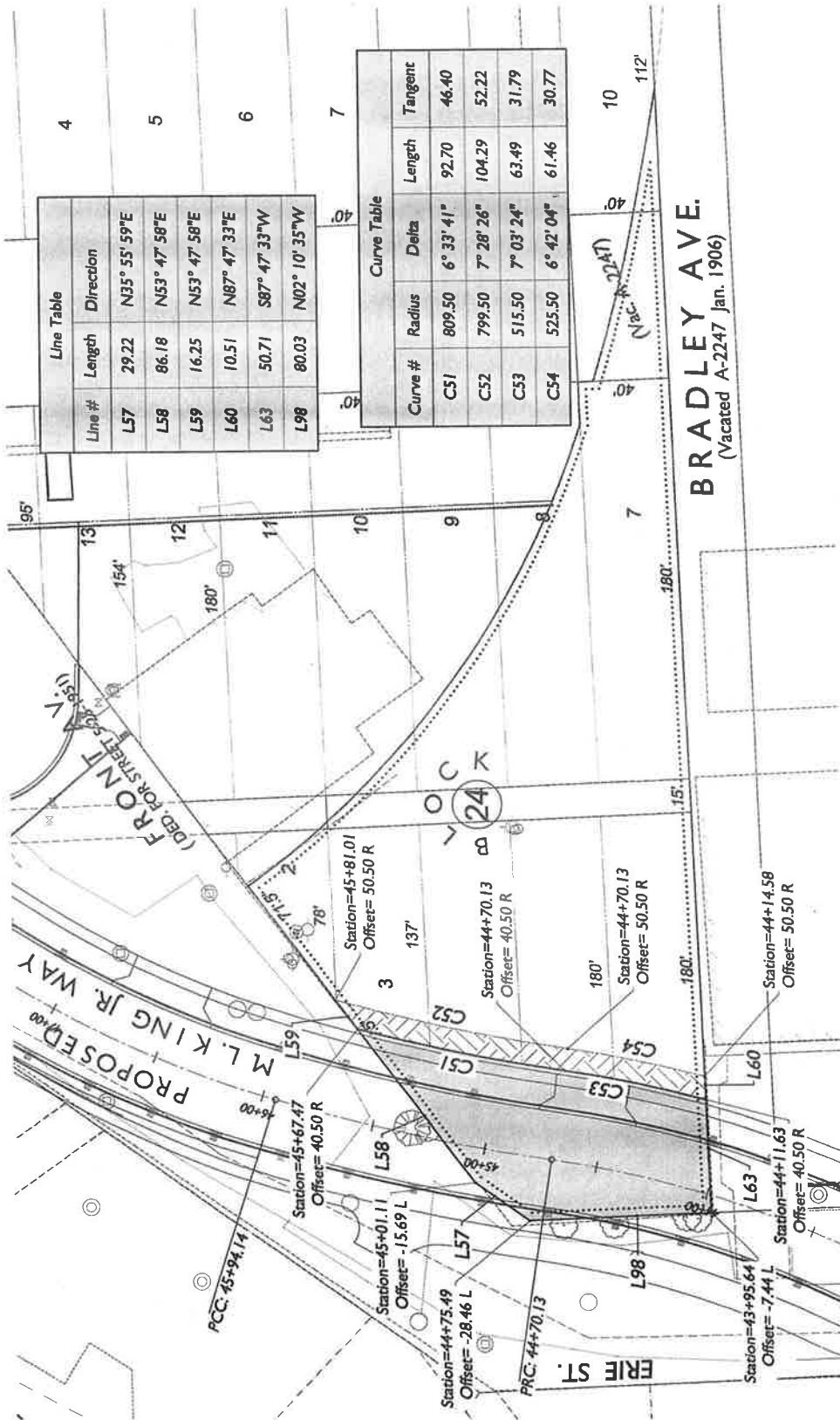
Scale: NTS

OVERALL SITE PLAN FOR MARTIN LUTHER KING JR. WAY

<p>BROWN PROPERTIES MLK Phase 2 - Eric Brown CITY PROJECT NO. 2005264 Exhibit - H</p>	<p>DATE: DECEMBER 2015 DRAWN BY: RJS APPROVED BY: DAB</p>
--	---

Exhibit I

Depiction of Property to be Acquired from B-Two, LLC



Line Table	
Line #	Direction
L57	N35° 55' 59"E
L58	N53° 47' 58"E
L59	N53° 47' 58"E
L60	N87° 47' 33"E
L63	S87° 47' 33"W
L98	N02° 10' 35"W

Curve Table			
Curve #	Radius	Delta	Tangent
C51	809.50	6° 33' 41"	46.40
C52	799.50	7° 28' 26"	52.22
C53	515.50	7° 03' 24"	31.79
C54	525.50	6° 42' 04"	30.77

Detail RW-3B: B-TWO, LLC
PID: 35174.0568 SITE ADDRESS: 220 N ERIE

BROWN PROPERTIES
MLK Phase 2 - Eric Brown
CITY PROJECT NO. 2005264
Exhibit I

DATE: DECEMBER 2015
DRAWN BY: RJS
APPROVED BY: DAB

Scale: NTS

BRIEFING PAPER
Public Works Committee
Engineering Services
December 14, 2015

Background:

The Martin Luther King Jr Blvd (Riverside Extension) is a multipart project as shown on the attached exhibit. The first phase of the project from Division St. to Sherman St. was constructed in 2011. ROW acquisition has held up completion of the project for several years. In particular, four properties remain to be acquired: one from Eric Brown (the subject of this briefing paper), one from BNSF and two from Ron Brown. The acquisition from BNSF is complete pending receipt of final paperwork from BNSF. The acquisitions required from Ron Brown are a work in progress and the subject of a forthcoming briefing paper.

The acquisition from Eric Brown consists of a trade, the major components of which are as follows:

City Obligations

- Construct that portion of MLK Jr Blvd. past Brown's property which Brown would otherwise be required to construct.
- Construct that portion of the Ben Burr trail across Brown's property which Brown would otherwise be required to construct.

Brown Obligations

- Convey property to the City which is needed to construct MLK R. Blvd.
- Convey easement to the City for Ben Burr trail

The value of the items being exchanged (i.e., the items described above) are approximately equal and have been agreed to by WSDOT, the funding agency.

Public Impact:

As seen on the attached exhibit, phase 2 of the project has been divided into two parts, phase 2A and phase 2B, since the ROW required to construct 2A is expected to be acquired earlier than that required to construct 2B. Aside from the Brown acquisition that is the subject of this paper, the only remaining phase 2A acquisition is BNSF which is complete pending receipt of final paperwork, something expected in the next 4 weeks.

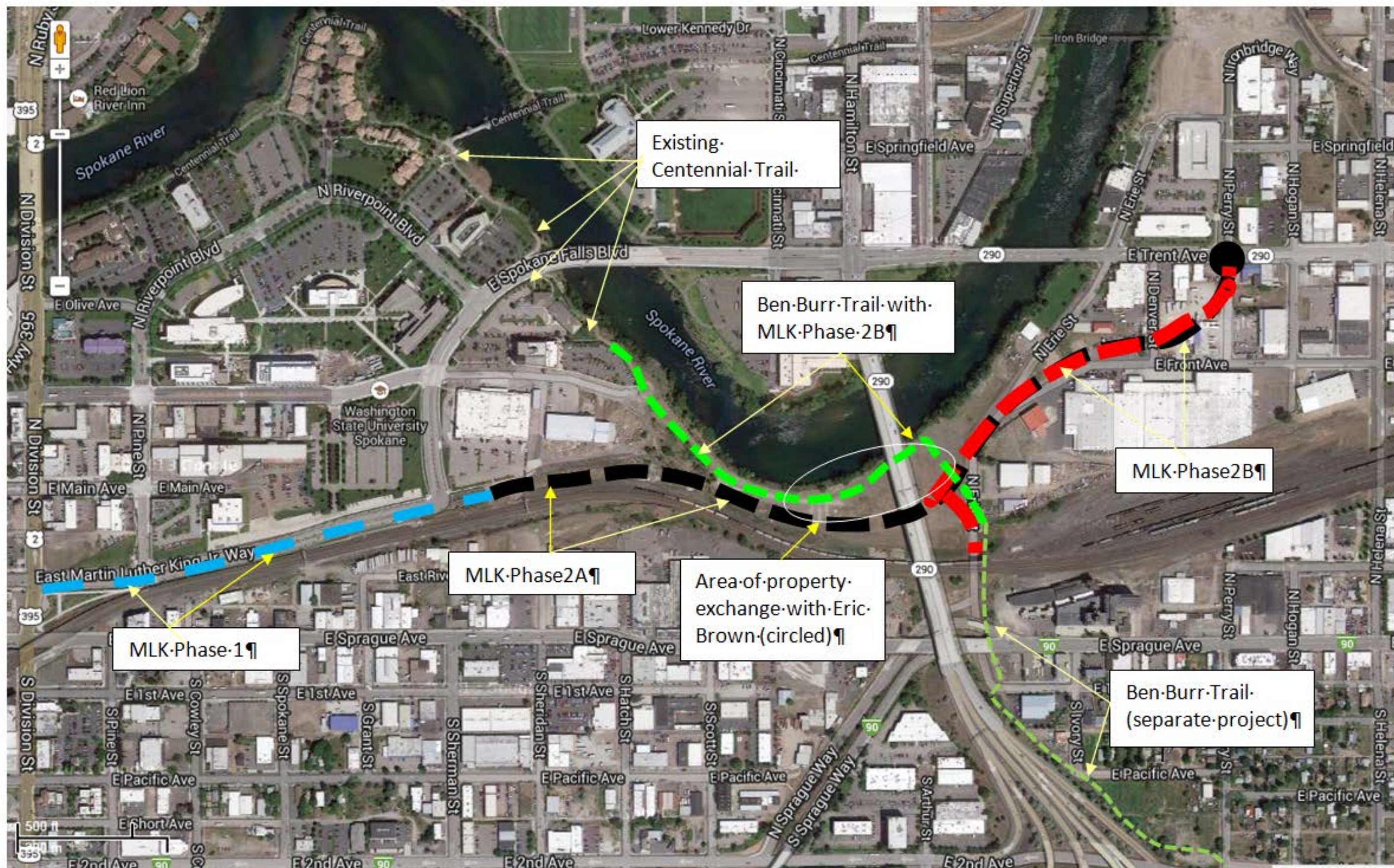
Once ROW for phase 2A is complete and federal funds are released, phase 2A will be advertised, hopefully in spring 2016.

Action:

Staff request approval of the attached agreement.

Funding

The city obligations described above are funded with federal highway funds associated with the MLK Jr. Blvd project.





Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/15/2015
Clerk's File #	OPR 2016-0012
Renews #	
Cross Ref #	
Project #	2016046
Bid #	
Requisition #	MASTER

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - BUDINGER GEOTECHNICAL ENGINEERING ON-CALL SERVICES CONTRACT

Agenda Wording

Consultant Agreement with Budinger & Associates, Inc., (Spokane Valley, WA) for Geotechnical Engineering On-Call Services(Non-Federal)for an amount not to exceed \$400,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Geotechnical Engineering On-Call Services is for a period of two years with an addition one year option. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Fiscal Impact		Budget Account	
Expense	\$ 400,000.00	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 11/9/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		jfinnegan@budingerinc.com	

City of Spokane

CONSULTANT AGREEMENT

Title: GEOTECHNICAL ENGINEERING ON-CALL SERVICES

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and Budinger & Associates, Inc., whose address is 1101 N. Fancher Rd., Spokane Valley, Washington 99212 as ("Consultant").

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement has an initial two (2) year term commencing January 1, 2016, and ending on December 31, 2017, unless amended by written agreement or terminated earlier under the provisions. This Agreement has the option of an additional one (1) year renewal, upon mutual agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work, time schedule for completion and associated budget will be negotiated for each public works project to be performed under this Agreement and a task assignment issued. Budgets shall utilize the Consultant's Rate Schedule (Exhibit A) which is attached to, and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall not exceed FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), unless modified by a written amendment to this Agreement.

5. REIMBURSABLES

To the extent the Agreement specifies reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City will reimburse the Consultant at a maximum markup of three (3%) percent to compensate for documented costs incurred for expenditures, which are pre-approved by the City and are necessary and directly applicable to the Work required under this Agreement; provided that similar direct project costs related to the agreements of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may

include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

- A. The billing for third (3rd) party direct expenses specifically identifiable with this Project shall be an itemized listing of the charges supported by copies of original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) for submittal to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- B. Miscellaneous other business expenses (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may include a markup of three (3%) percent as detailed in Paragraph A (above). Receipts are required for all miscellaneous expenses that are invoiced.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a three (3%) percent markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE <i>Name of City Project Manager</i> 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):

- Invoice Date and Invoice Number
- Name of City Project Manager
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # _____
- Project Title & Task #
- Period covered by the invoice
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per task
- Itemization of direct, non-salary costs (per task, if so allocated)
- The following Sub-Consultant payment information will be provided *[if needed]*
(attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per task and for the total project

If there are any grant or loan monies involved in this Agreement, the Consultant shall retain all required records for three (3) years after the funding agency has audited the applicable grant or loan. The funding Agency shall be allowed access to such records for the same time duration.

Third Party Beneficiary. If there are ever any Department of Ecology grant monies involved in this Contract, the State Department of Ecology shall be designated as an express third party beneficiary with full rights as such.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
<i>Name of City Project Manager</i> City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	John Finnegan Budinger & Associates, Inc. 1101 N. Fancher Ave. Spokane Valley, Washington 99212

10. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

12. INSURANCE.

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,500,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable

satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or Agreement terms, including but not limited to, ordinance or agreement terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract or agreement;
- D. Failed to comply with Agreement provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or agreement for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.


25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions"). The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By  11/20/2015
Signature Date
John Finnegan
Type or Print Name

Principal
Title

CITY OF SPOKANE

By _____
Signature Date
Type or Print Name

Title

15-690

City of Spokane Business License Number: T12018540BUS

Attachments: Exhibit A – Consultant's Rate Schedule

Approved as to form:


Assistant City Attorney

Exhibit K
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Budinger & Associates, Inc.

Discipline or Job Title	Hourly Rate	Overhead 1.3798%	Profit 30.00%	Rate Per Hour
Principal Engineer and Geologist	56.25	77.61	16.88	150.74
Principal Environmental Engineer	46.15	63.68	13.85	123.67
Professional Geologist	26.75	36.91	8.03	71.68
Senior Engineer	80.00	110.38	24.00	214.38
Professional Engineer	36.54	50.42	10.96	97.92
Staff Geologist	21.00	28.98	6.30	56.28
Staff Engineer	16.00	22.08	4.80	42.88
Managing Quality Professional	26.75	36.91	8.03	71.68
Quality Professional	24.50	33.81	7.35	65.66
Senior Quality Technician	24.00	33.12	7.20	64.32
Exploration Professional	24.00	33.12	7.20	64.32
Quality/Exploration Technician	20.00	27.60	6.00	53.60
Quality Technician	20.00	27.60	6.00	53.60
Engineering Technician	20.00	27.60	6.00	53.60
Administrative Professional	25.00	34.50	7.50	67.00
Administrator	20.35	28.08	6.11	54.53

BRIEFING PAPER
Public Works Committee
Engineering Services
Nov. 9, 2015

Subject

Consultant master agreements

Background

Engineering Services has master agreements with various consulting firms for specialized engineering services (structural, geotech, etc.), landscape architecture and real estate acquisition. Some of those agreements are expiring at the end of this year. Also, DOT is requiring separate agreements with consultants for FHWA funded projects. Therefore, Engineering Services is in the process of advertising various requests for qualifications (RFQs) to solicit statements of qualifications from interested consultants. The following RFQs are being advertised:

- Geotechnical Engineering – Federal Aid Projects
- Geotechnical Engineering – Non-Federal Aid Projects
- Landscape Architect – Federal Aid Projects
- Landscape Architect – Non-Federal Aid Projects
- Cultural Resource Consultant – Federal Aid Projects
- Right of Way Consultant – Federal Aid Projects
- Surveying – Federal Aid Projects

Consultants will be selected on the basis of qualifications as defined in the RFQ. One consultant will be selected for each of the above listed RFQs and a master agreement prepared. Each master agreement will be brought to council for approval. Each master agreement will be for 2 years with an optional 1 year extension and each will be for \$200,000 to \$400,000. Costs incurred under each of these contracts will be covered by individual public works projects (e.g., street/sidewalk projects, water/sewer pump stations, etc.).

The \$200,000 to \$400,000 contract amount is an estimate of the amount of work which would be required over the two to three year life of each contract. Consultants will be assigned to work on specific projects (street/sidewalk, pump stations, etc.) ranging from approx.. \$5,000 to \$50,000, the total of which will be limited to the amount of the master contract.

Action

This information is being provided for background information.

Funding

Costs incurred under each of these contracts will be covered by individual public works projects.



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/15/2015
Clerk's File #	OPR 2016-0013
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2016046
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370-STRATA GEOTECHNICAL ENGINEERING ON-CALL SERVICES		

Agenda Wording

Consultant Agreement with Strata, Inc. (Spokane Valley, WA) for Geotechnical Engineering On-Call Services (Non-Federal) for an amount not to exceed \$200,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Geotechnical Engineering On-Call Services is for a period of two years with an additional one year option. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Fiscal Impact		Budget Account	
Expense	\$ \$200,000.00	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 11/9/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		htrautman@spokanecity.org	

City of Spokane

CONSULTANT AGREEMENT

Title: GEOTECHNICAL ENGINEERING ON-CALL SERVICES

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and Strata, Inc., whose address is 10020 East Knox Avenue, Spokane Valley, Washington 99206 as ("Consultant").

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement has an initial two (2) year term commencing January 1, 2016, and ending on December 31, 2017, unless amended by written agreement or terminated earlier under the provisions. This Agreement has the option of an additional one (1) year renewal, upon mutual agreement of the parties.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") upon receipt of written notice to proceed from the City. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The Scope of Work, time schedule for completion and associated budget will be negotiated for each public works project to be performed under this Agreement and a task assignment issued. Budgets shall utilize the Consultant's Rate Schedule (Exhibit A) which is attached to, and made a part of this Agreement.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall not exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), unless modified by a written amendment to this Agreement.

5. REIMBURSABLES

To the extent the Agreement specifies reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City will reimburse the Consultant at a maximum markup of three (3%) percent to compensate for documented costs incurred for expenditures, which are pre-approved by the City and are necessary and directly applicable to the Work required under this Agreement; provided that similar direct project costs related to the agreements of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

- A. The billing for third (3rd) party direct expenses specifically identifiable with this Project shall be an itemized listing of the charges supported by copies of original bills, invoices, expense accounts, subconsultant paid

invoices, and other supporting documents used by the Consultant to generate invoice(s) for submittal to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.

- B. Miscellaneous other business expenses (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may include a markup of three (3%) percent as detailed in Paragraph A (above). Receipts are required for all miscellaneous expenses that are invoiced.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a three (3%) percent markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
<p>CITY OF SPOKANE <i>Name of City Project Manager</i> 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201</p>
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none"> • Invoice Date and Invoice Number • Name of City Project Manager (Please do not put name in the address portion of the invoice) • Department Contract No. OPR # _____ • Project Title & Task # • Period covered by the invoice • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per task • Itemization of direct, non-salary costs (per task, if so allocated) • The following Sub-Consultant payment information will be provided <i>[if needed]</i> (attach Sub-Consultant invoices as backup): <ul style="list-style-type: none"> ○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). ○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per task and for the total project

If there are any grant or loan monies involved in this Agreement, the Consultant shall retain all required records for three (3) years after the funding agency has audited the applicable grant or loan. The funding Agency shall be allowed access to such records for the same time duration.

Third Party Beneficiary. If there are ever any Department of Ecology grant monies involved in this Contract, the State Department of Ecology shall be designated as an express third party beneficiary with full rights as such.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
<i>Name of City Project Manager</i> City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Paxton Anderson Strata, Inc. 10020 E. Knox Ave. Spokane Valley, Washington 99206

10. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to reasonable attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a

Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

12. INSURANCE.

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

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the

City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that

some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: If termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or Agreement terms, including but not limited to, ordinance or agreement terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract or agreement;
- D. Failed to comply with Agreement provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or agreement for the City or any other government entity;

H. Failed to cooperate in a City debarment investigation.


25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions"). The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By 
Signature Date
Travis Wamboke
Type or Print Name

C.E.O.
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:


Assistant City Attorney

Attachments: Exhibit A – Consultant's Rate Schedule

15-722

2015 Rate Table



Exhibit A - Consultant's Rate Schedule

2015 Spokane/CDA Rate Table

Labor

Employee	Employee Type	Billing
	Administrative Assistant	45.00
	Auto-CAD Designer	70.00
	Draftsman	65.00
	Drilled Shaft Inspector	65.00
	Drilled Shaft Inspector - Overtime	95.00
	Engineer	115.00
	Engineer - Field	70.00
	Engineer - Overtime	155.00
	Engineer - Principal	150.00
	Engineer - Project	120.00
	Engineer - Senior	135.00
	Engineer - Staff	80.00
	Environmental Professional	120.00
	Environmental Professional - Field	70.00
	Environmental Professional - Overtime	105.00
	Environmental Professional - Principal	150.00
	Environmental Professional - Project	120.00
	Environmental Professional - Researcher	65.00
	Environmental Professional - Senior	130.00
	Environmental Professional - Staff	80.00
	Environmental Technician	70.00
	Field Inspector	65.00
	Field Inspector - Overtime	97.50
	Field Professional	48.00
	Field Professional - Aggregate Acceptance Testing	48.00
	Field Professional - Asphalt Density Testing	48.00
	Field Professional - Asphalt Density Testing/Coring	48.00
	Field Professional - Badging	48.00
	Field Professional - Beam Stripping	48.00
	Field Professional - Concrete Testing	48.00
	Field Professional - Construction Meeting	48.00
	Field Professional - Coring Asphalt	48.00
	Field Professional - Coring Concrete	48.00
	Field Professional - Crusher Control	48.00
	Field Professional - Density Testing	48.00
	Field Professional - Equipment Verification	48.00
	Field Professional - Floor Flatness Testing	48.00
	Field Professional - Job Cancellation	48.00
	Field Professional - Liner Observation	48.00
	Field Professional - Logging Test Pits	70.00
	Field Professional - Masonry Observation	48.00
	Field Professional - Mobile Lab - Asphalt Volumetric Testing	48.00
	Field Professional - Mobile Lab Testing	48.00
	Field Professional - Mobile Laboratory Verification	48.00
	Field Professional - Moisture Vapor Emission Testing	48.00
	Field Professional - Non-Destructive Examination	48.00
	Field Professional - Observation	48.00
	Field Professional - Obtain/Transport Samples	48.00

2015 Rate Table



Field Professional - Oil Distributor Calibration	48.00
Field Professional - Overtime	72.00
Field Professional - Overtime Surcharge	35.00
Field Professional - P/U Cylinders	48.00
Field Professional - Percolation Testing	48.00
Field Professional - Rebar Locating	48.00
Field Professional - Rebound Hammer Testing	48.00
Field Professional - Reinforcing Steel Observation	48.00
Field Professional - Retesting	48.00
Field Professional - Sample Cold Feed/HMA	48.00
Field Professional - Sampling	48.00
Field Professional - Sampling Test Strip	48.00
Field Professional - Saybolt Viscosity Testing	48.00
Field Professional - Standby Time	48.00
Field Professional - Subgrade Observation	48.00
Field Professional - Test Strip Asphalt Density Testing/Coring	48.00
Field Professional - Test Strip Sampling & Testing Cold Feed	48.00
Field Professional - Test Strip Testing	48.00
Field Professional - Travel Time	48.00
Field Professional - Truss Testing Observation	48.00
Field Professional - Vapor Emission Testing	48.00
Field Professional - Windsor Probe Testing	48.00
Forensic Consultant	135.00
Forensic Consultant (Bob Howard)	175.00
Forensic Testimony	175.00
Forensic Testimony (Bob Howard)	225.00
Geologist	115.00
Geologist - Field	70.00
Geologist - Field Overtime	105.00
Geologist - Principal	150.00
Geologist - Project	120.00
Geologist - Senior	130.00
Geologist - Staff	80.00
Lab Professional	65.00
Lab Professional - Overtime Surcharge	30.00
Lab Professional - Overtime	95.00
Lab Professional - Special Handling	65.00
Lab Professional - Strip and Log Cylinders	65.00
Laboratory Manager	85.00
Office Administrator	45.00
Project Administrator	45.00
Project Administrator - Report Distribution	45.00
Project Manager	85.00
Project Manager - Overtime	135.00
Quality Control Manager	115.00
Quality Control Manager - Overtime	172.50
Senior Field Professional	75.00
Senior Field Professional - Concrete Batch Plant Inspection	75.00
Senior Field Professional - Overtime	112.50
Senior Project Manager	130.00
Senior Project Manager - Overtime	195.00

2015 Rate Table



Senior Special Inspector	75.00
Senior Special Inspector - Overtime	112.50
Special Inspector	60.00
Special Inspector - Bolting	55.00
Special Inspector - Drilled In Anchor	55.00
Special Inspector - EIFS Inspection	65.00
Special Inspector - Epoxy Bolt	55.00
Special Inspector - Firestopping Inspection	55.00
Special Inspector - Overtime	82.50
Special Inspector - Prestressed/Post Tension Concrete	65.00
Special Inspector - Prestressed/Post Tension Concrete (2 Staff)	65.00
Special Inspector - Reinforced Concrete	55.00
Special Inspector - Reinforced Concrete - 1/2 day	220.00
Special Inspector - Reinforcing Steel	55.00
Special Inspector - Shear Nailing	60.00
Special Inspector - Sprayed Applied Fire Resistant Material	55.00
Special Inspector - Standby Time	55.00
Special Inspector - Steel Overtime	97.50
Special Inspector - Structural Concrete	55.00
Special Inspector - Structural Masonry	55.00
Special Inspector - Structural Steel Welding	65.00
Special Inspector - Travel Time	65.00
Special Inspector - Ultrasonic Testing	65.00
Special Inspector - Welding	65.00
Unit Billing-Non Billable	0.00

Expense

Vendor	Activity	Billing
	Aggregate Crush - Laboratory	150.00
	Asbestos Sample	0.01
	Asphalt Core Density	35.00
	Asphalt Mix Design - Gyratory Design Verification	250.00
	Asphalt Mix Design - Gyratory SP1 or SP2	250.00
	Asphalt Volumetric Properties - Gyratory	250.00
	Atterberg Limit	120.00
	Calculations	25.00
	California Bearing Ratio - 1 Point w/Proctor	375.00
	Clay Lumps & Friable Particles	100.00
	Cleanness Value (T-72)	100.00
	Coal & Lignites	125.00
	Compressive Strength - Masonry Grout Prism	22.00
	Compressive Strength - Mortar Cylinder 2"x4"	22.00
	Compressive Strength - 10"x12" Masonry Prism	50.00
	Compressive Strength - 2" Cube	20.00
	Compressive Strength - 6"x8" Masonry Prism	50.00
	Compressive Strength - Brick, Set of 3	200.00
	Compressive Strength - CMU	50.00
	Compressive Strength - Core	40.00
	Compressive Strength - Cylinder - 4x8	22.00
	Compressive Strength - Cylinder - 6x12	22.00
	Computer Analysis	30.00

2015 Rate Table



Concrete Mix Design w/Trial Batch - Comp Strength Cylinders	1000.00
Concrete Trial Batch	1000.00
Consol - Swell Potential	375.00
Consolidation In Situ 24-hr - 7 Points	375.00
Consolidation Remold 24-hr - 7 Points	425.00
Core Bit Charge, per inch	3.00
Core Thickness	40.00
Coring Equipment	200.00
Coring Equipment & Generator	250.00
Density Gauge - Day	40.00
Density Gauge - Hour	15.00
Direct Shear In Situ - 3 Points	295.00
Direct Shear Remolded - 3 Points	375.00
DMSO	350.00
Dry Shrinkage of Concrete	300.00
Durability Index of Aggregate (coarse or fine)	150.00
Ethylene Glycol	75.00
Extraction - Solvent - RAP	200.00
Extraction Gradation - Solvent	200.00
Extraction Gradation w/Moisture - Ignition Oven	200.00
Extraction Gradation w/Moisture - Ignition Oven - RAP	200.00
Final Report	500.00
Final Summary Letter	250.00
Final Summary Report	200.00
Flats & Elongated Particles	70.00
Floor Flatness Equipment	100.00
Fractured Faces	70.00
Helical Pier Observation	65.00
Hydrometer	120.00
Hydrometer with Sieve	135.00
Idaho Degradation	305.00
Ignition Oven Correlation Sample	175.00
LA Abrasion Test - Coarse Aggregate	225.00
Light Weight Particles - Coarse Aggregate	125.00
Light Weight Particles - Fine Aggregate	125.00
Magnetic Particle Equipment	75.00
Mileage	0.65
Mobile Laboratory - Mobilization	0.10
Mobile Laboratory - Week	750.00
Moisture Content - Aggregate	35.00
Moisture Content - Soils	35.00
Moisture Density Relationship 1 Checkpoint	60.00
Moisture Density Relationship Curve	175.00
Moisture Vapor Kit	35.00
Mortar Trial Batch	300.00
Organic Content	65.00
Organic Impurities	100.00
Overtime Surcharge	35.00
Per Diem	0.01
Per Diem & Lodging	0.01
pH - Soil	35.00

2015 Rate Table



RAP Category 2 Aggregate Quality Testing	900.00
Rebar Locator, Per Day	75.00
Rebound Hammer	0.01
Report Copies & Covers	0.01
Resistivity of Soil (Corrosion)	75.00
Rice Max Theoretical Test	120.00
Rigid Wall Perm (Fall/Cons Head)	325.00
Rush Charge	75.00
R-Value	325.00
Sand Equivalent - 1 Point	75.00
Shipping & Delivery	0.01
Short Notice Request	50.00
Sieve Analysis	95.00
Sieve Analysis -200 Wash Only	35.00
Sieve Analysis of Coarse & Fine Aggregate	125.00
Sieve Analysis of Coarse Aggregate	120.00
Sieve Analysis of Fine Aggregate	100.00
Skidmore	150.00
Sodium/Magnesium Soundness 1-3 Sizes	275.00
Sodium/Magnesium Soundness 4-6 Sizes	250.00
Special Handling	50.00
Specific Gravity of Coarse Aggregate	100.00
Specific Gravity of Fine Aggregate	120.00
Specific Gravity Soil - Apparent	70.00
Standby Time	48.00
Stress Stain Graph - Additional	250.00
Subcontractor	0.00
T-74 Maximum Density - Idaho	800.00
Tensile Strength Ratio (TSR) - Lab Prepared	750.00
Torque Wrench	100.00
Travel Time	48.00
Triaxial Shear, UU per Point - Unsaturated	295.00
Ultrasonic Equipment	150.00
Unit Weight - Aggregate	105.00
Unit Weight & Moisture - Ring or Shelby Tube	35.00
Unit Weight & Moisture (by Paraffin)	45.00
Unit Weight of Concrete Core	40.00
Unit Weight of Concrete Cylinder	60.00
Vibration Monitoring Equipment	150.00
Windsor Probe Equipment	50.00
Windsor Probe Shots - Set of 3	72.00
WSDOT Degradation	175.00

BRIEFING PAPER
Public Works Committee
Engineering Services
Nov. 9, 2015

Subject

Consultant master agreements

Background

Engineering Services has master agreements with various consulting firms for specialized engineering services (structural, geotech, etc.), landscape architecture and real estate acquisition. Some of those agreements are expiring at the end of this year. Also, DOT is requiring separate agreements with consultants for FHWA funded projects. Therefore, Engineering Services is in the process of advertising various requests for qualifications (RFQs) to solicit statements of qualifications from interested consultants. The following RFQs are being advertised:

- Geotechnical Engineering – Federal Aid Projects
- Geotechnical Engineering – Non-Federal Aid Projects
- Landscape Architect – Federal Aid Projects
- Landscape Architect – Non-Federal Aid Projects
- Cultural Resource Consultant – Federal Aid Projects
- Right of Way Consultant – Federal Aid Projects
- Surveying – Federal Aid Projects

Consultants will be selected on the basis of qualifications as defined in the RFQ. One consultant will be selected for each of the above listed RFQs and a master agreement prepared. Each master agreement will be brought to council for approval. Each master agreement will be for 2 years with an optional 1 year extension and each will be for \$200,000 to \$400,000. Costs incurred under each of these contracts will be covered by individual public works projects (e.g., street/sidewalk projects, water/sewer pump stations, etc.).

The \$200,000 to \$400,000 contract amount is an estimate of the amount of work which would be required over the two to three year life of each contract. Consultants will be assigned to work on specific projects (street/sidewalk, pump stations, etc.) ranging from approx.. \$5,000 to \$50,000, the total of which will be limited to the amount of the master contract.

Action

This information is being provided for background information.

Funding

Costs incurred under each of these contracts will be covered by individual public works projects.



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/16/2015
Clerk's File #	OPR 2016-0014
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2016047
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370 - T.C. SHERRY - LANDSCAPE ARCHITECT DESIGN ON-CALL SERVICES -		

Agenda Wording

Professional Services Consultant Agreement with T.C. Sherry & Associates (Spokane, WA) for Landscape Architect Design On-Call Services for Federally funded projects for an amount not to exceed \$250,000.00.

Summary (Background)

This Agreement for Architect Design On-Call Services is for a period of two years. Any extensions will be granted at the City's discretion. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Fiscal Impact		Budget Account	
Expense	\$ 250,000.00	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works11/9/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		htrautman@spokanecity.org	

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): T.C. Sherry & Associates		
Address 1908 W. Northwest Blvd., Spokane, WA 99205	Federal Aid Number Various	
UBI Number 601-610-448	Federal TIN or SSN Number 911678652	
Execution Date	Completion Date Dec 31, 2017	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Landscape Architecture for Spokane Federal Aid Projects 2016-2017		
Description of Work The scope of services will include the following landscape architecture work on the projects listed in Exhibit A: <ul style="list-style-type: none"> Street projects, including landscaping of pedestrian buffer strips, storm drainage areas, Gateway entry statements to communities and institutions, Pump station and other public utility buildings, Parking lots, Miscellaneous items, such as project scope descriptions, concept designs, “green” infrastructure concepts, site layouts, cost estimates, coordination efforts. 		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$250,000.00

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

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

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6391
Facsimile: 509-625-6349

If to CONSULTANT:

Name: Tom Sherry
Agency: T.C. Sherry & Associates
Address: 1908 W. Northwest Blvd, Suite A
City: Spokane State: WA Zip: 99205
Email: tsherry@spvv.com
Phone: 509-325-0511
Facsimile: 509-325-0557

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number:

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

Agreement Number:

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

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

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

Agreement Number:

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number:

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6391
Facsimile: 509-625-6349

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

Agreement Number:

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

Agreement Number:

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

December 15, 2015

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A

Scope of Work

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

- Post St Bridge Deck Replacement – bridge reconstruction
- 37th Ave from Regal to East City Limits – pavement reconstruction, sidewalks, swales, etc.
- Mission Ave, Division to Hamilton – pavement rehabilitation, curb ramps, etc.
- Monroe/Lincoln Couplet - pavement reconstruction, curb ramps, etc.
- Riverside Drive – Phase II & III – road construction, sidewalks, swales, etc.
- Sprague Ave Rebuild – Sprague Corridor Investment Strategy - pavement reconstruction, curb bumpouts, stormwater separation etc.
- Sunset Blvd from Lindeke St to Royal St - pavement reconstruction, curb ramps, lane reconfiguration, stormwater upgrades etc.
- Hamilton St Corridor Enhancement Project – signal replacements and ADA compliance updates at signalized intersections
- Centennial Trail, Mission Ave Gap Phase 1 – intersection improvements at Mission at Perry including improved crosswalk with pedestrian refuge island, sidewalk reconstruction, and parking lot improvements at Mission Park
- Division St, 3rd Ave to Spokane Falls Blvd – curb bumpouts, landscaping, lighting, etc.
- Barnes Road from Phoebe to Strong Road – road construction, sidewalks, stormwater detention, etc.
- Crestline Street Lane Reduction – road restriping and ADA compliance
- Maxwell-Mission Avenue Lane Reduction - road restriping and ADA compliance
- Monroe Street Lane Reduction and Hardscape – road restriping, sidewalk widening, curb bumpouts, pedestrian refuge islands, lighting improvements, and bus stop improvements.

The exact scope and budget will be negotiated before a notice to proceed is given for each of the above listed projects. Not every project necessarily requires landscape architecture services.

Agreement Number:

Exhibit B
DBE Participation

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

n/a

B. Roadway Design Files

n/a

C. Computer Aided Drafting Files

n/a

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Phone or in-person consultation as necessary

E. Specify the Electronic Deliverables to Be Provided to the Agency

PDF format unless project manager requests MS-Word format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Varies by project

Agreement Number:

II. Any Other Electronic Files to Be Provided

Varies by project

III. Methods to Electronically Exchange Data

Email or city provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Standard Microsoft Office or PDF format

Exhibit D

Prime Consultant Cost Computations

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for that project is given

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
T.C. Sherry and Associates, Inc.
whose address is
1908 W. Northwest Blvd, Suite A, Spokane, WA 99205
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

T.C. Sherry and Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

December 15, 2105

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Spokane, and T.C. Sherry and Associates, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WS-DOT and T.C. Sherry and Associates, Inc. and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

T.C. Sherry & Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

December 15, 2015

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

T.C. Sherry & Associates, Inc.

Consultant (Firm Name)

Kenneth L. O. O'Neil

Signature (Authorized Official of Consultant)

December 15, 2015

Date _____

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of this agreement ^{**} are accurate, complete, and current as of _____.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: T.C. Sherry and Associates, Inc.

Signature

Principal

Title

Date of Execution***: December 15, 2015

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ 1,500,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,500,000 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ 1235.00 .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Exhibit - K

Exhibit D-2

Consultant Fee Determination - Summary Sheet

(Specific Rates of Pay)

Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @ 160%	Profit @ 26%	Rate Per Hour
Managing Principal	\$ 39.50	\$ 63.20	\$ 10.27	\$ 112.97
Landscape Architect 3	\$ 34.32	\$ 54.91	\$ 8.92	\$ 98.16
Landscape Architect 2	\$ 24.04	\$ 38.46	\$ 6.25	\$ 68.75
Landscape Architect 1	\$ 22.84	\$ 36.54	\$ 5.94	\$ 65.32
Senior Landscape Designer	\$ 21.00	\$ 33.60	\$ 5.46	\$ 60.06
Landscape Designer	\$ 17.31	\$ 27.70	\$ 4.50	\$ 49.51
Clerical	\$ 17.31	\$ 27.70	\$ 4.50	\$ 49.51

SPVV
LANDSCAPE ARCHITECTS
11/8/12

BRIEFING PAPER
Public Works Committee
Engineering Services
Nov. 9, 2015

Subject

Consultant master agreements

Background

Engineering Services has master agreements with various consulting firms for specialized engineering services (structural, geotech, etc.), landscape architecture and real estate acquisition. Some of those agreements are expiring at the end of this year. Also, DOT is requiring separate agreements with consultants for FHWA funded projects. Therefore, Engineering Services is in the process of advertising various requests for qualifications (RFQs) to solicit statements of qualifications from interested consultants. The following RFQs are being advertised:

- Geotechnical Engineering – Federal Aid Projects
- Geotechnical Engineering – Non-Federal Aid Projects
- Landscape Architect – Federal Aid Projects
- Landscape Architect – Non-Federal Aid Projects
- Cultural Resource Consultant – Federal Aid Projects
- Right of Way Consultant – Federal Aid Projects
- Surveying – Federal Aid Projects

Consultants will be selected on the basis of qualifications as defined in the RFQ. One consultant will be selected for each of the above listed RFQs and a master agreement prepared. Each master agreement will be brought to council for approval. Each master agreement will be for 2 years with an optional 1 year extension and each will be for \$200,000 to \$400,000. Costs incurred under each of these contracts will be covered by individual public works projects (e.g., street/sidewalk projects, water/sewer pump stations, etc.).

The \$200,000 to \$400,000 contract amount is an estimate of the amount of work which would be required over the two to three year life of each contract. Consultants will be assigned to work on specific projects (street/sidewalk, pump stations, etc.) ranging from approx.. \$5,000 to \$50,000, the total of which will be limited to the amount of the master contract.

Action

This information is being provided for background information.

Funding

Costs incurred under each of these contracts will be covered by individual public works projects.



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 23, 2013

Thomas Sherry, President
T. C. Sherry & Assoc. DBA SPVV Landscape Architects
621 W. Mallon, Suite 306
Spokane, WA 99201-2181

Re: SPVV Landscape Architects Overhead Schedule
Fiscal Year End December 31, 2011

Dear Mr. Sherry:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by SPVV Landscape Architects.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of SPVV Landscape Architects accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing SPVV Landscape Architects overhead rate for the fiscal year ending December 31, 2011, at 125.38% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's overhead schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

If you, or any representatives of SPVV Landscape Architects, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	OPR 2016-0015
Renews #	

Submitting Dept	INTEGRATED CAPITAL MGMT	Cross Ref #	RES 2015-0021
Contact Name/Phone	MARCIA DAVIS 625-6398	Project #	2011085
Contact E-Mail	MDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - AMENDMENT NO. 1 - WQC-2015-SPOKAN-0025		

Agenda Wording

Amendment to the Washington State Department of Ecology State Revolving Fund Loan No. WQC-2015-Spokane-0025 for CSO Basin 33-2 Control Facility on East Sprague.

Summary (Background)

The City has entered into a loan agreement with the Department of Ecology for construction of the East Sprague Combined Sewer Overflow Control Facility 33-2. The cost of the project was greater than estimated because of the unanticipated contaminated soils. The amendment increases the loan amount from \$4,270,800.00 to \$4,824,586.00 (\$553,786.00) to pay for the extra cost of this project through July 1, 2018.

Fiscal Impact		Budget Account	
Revenue	\$ 553,786.00	#	4370 43390 35090 33431 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	Study Session	
Division Director	ROMERO, RICK	Other	Public Works 12/14/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kemiller@spokanecity.org	
Additional Approvals		rromero@spokanecity.org	
Purchasing		kbustos@spokanecity.org	
		pdalton@spokanecity.org	
		jahensley@spokanecity.org	
		tsanders@spokanecity.org	



**AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2015-Spokane-00025
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF SPOKANE**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the State of Washington Department of Ecology (ECOLOGY) and CITY OF SPOKANE (RECIPIENT) for the Combined Sewer Overflow (CSO) Basin 33-2 Control Facility (PROJECT).

This amendment is needed to increase the construction costs by 10% and to add a 5% change order allowance as a new Task 4. The Loan Repayment Schedule#2098 is replaced with new Loan Repayment Schedule 2202 created on November 4, 2015. Loan repayment begins on 7/1/2019.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 4,270,800.00 Amended: 4,824,586.00

Total Eligible Cost:

Original: 4,270,800.00 Amended: 4,824,586.00

SCOPE OF WORK

Task Number: 2

Task Cost: \$4,061,187.00

Task Title: Construct CSO Facility

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Construct principal storage and combined trunk inlet (CTI) channel.
2. Construct inlet vault and regulator.
3. Connect the storage facility to existing combined sewer and proposed overflow pipe.
4. Install pipe to connect storage facility to existing outfall. Abandon existing regulator and the section of outfall pipe between existing regulator and the new connection from the storage facility to the existing outfall pipe.
5. Install pipe from storage facility to interceptor inlet vault.
6. Connect the storage facility to exiting combined sewer with a pipe.
7. Reconnect existing catch basins to proposed facility.
8. Connect existing combined sewer catch basins in Sprague Avenue the CTI channel .
9. Intercept and reroute existing catch basins in Sprague Way and Sprague Avenue to connect to new overflow outfall from CSO Basin 33-2 storage facility.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility.

E. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

.

Task Expected Outcome:

.

Recipient Task Coordinator: Mark Papich

Deliverables

Number	Description	Due Date
2.1	Copy of the advertisement for bids and the affidavit of publication.	
2.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
2.3	Copy of the notice to proceed.	
2.4	Investment Grade Efficiency Audit documentation.	
2.5	Minutes of the pre-construction meeting.	
2.6	A copy of all change orders	

SCOPE OF WORK

Task Number: 4

Task Cost: \$184,599.00

Task Title: Change Order Allowance

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change order to Ecology for approval. Change orders that are significant deviation from the approved plans/specifications must be submitted for approval prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

.

Task Expected Outcome:

.

Deliverables

Number	Description	Due Date
4.1	A copy of all change orders.	

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0 %	\$ 0.00	\$ 4,824,586.00	\$ 4,824,586.00
Total		\$ 0.00	\$ 4,824,586.00	\$ 4,824,586.00

FURTHER, this amendment will be effective 08/01/2014.

Except as expressly provided by this amendment, all other terms and conditions of the original AGREEMENT and all prior amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment.

Washington State
Department of Ecology

CITY OF SPOKANE

Program Manager
Heather Bartlett
Water Quality

Date

David A Condon
Mayor

Date

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
December 14, 2015

Subject

Amendment to the Washington State Department of Ecology State Revolving Fund Loan for CSO Basin 33-2 Control Facility on East Sprague

Background

The City has entered into a loan agreement with the Department of Ecology for construction of the East Sprague Combined Sewer Overflow Control Facility 33-2. The cost of the project was greater than estimated because of the unanticipated of contaminated soils. The amendment increases the loan amount to pay for the extra cost of this project.

Impact

Funding from Department of Ecology loan will pay for construction of this facility.

Action

Council approval of the loan agreement amendment

Funding

Amendment amount is \$553,786. The new loan amount of \$4,824,586 will cover construction costs.



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	OPR 2015-0099
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4490 FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH		

Agenda Wording

First Amendment to the Memorandum of Understanding between the City and Spokane County for regional waste reduction and recycling outreach and education. November 17, 2015, to November 16, 2016.

Summary (Background)

As part of the transition of the Regional Solid Waste System from City operations to County operations it was determined that maintaining a comprehensive, consistent waste reduction and recycling outreach and education program was imperative to a successful transition. In March of 2015 the City and County entered into this MOU whereby the City of Spokane's Recycling Education Coordinator continues to provide regional waste reduction and recycling outreach and education.

Fiscal Impact		Budget Account	
Revenue	\$ 200,000.00	#	4490-94402-37079-33431
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 12/14/2015
Division Director	ROMERO, RICK	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	jsalstrom@spokanecity.org	
Additional Approvals			
Purchasing			

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
December 14, 2015

Subject

First Amendment to the Memorandum of Understanding (MOU) between the City of Spokane and Spokane County for regional waste reduction and recycling outreach and education.

Background

During the 24 years that the City of Spokane operated the Regional Solid Waste System as a department of the City of Spokane, the City administered the Coordinated Prevention Grant (CPG) funding from the WA Department of Ecology, and prepared and administered the Solid Waste Management Plan, including the waste reduction and recycling outreach and education, as a required element of the Plan.

As part of the transition of the Regional Solid Waste System from City operations to County operations it was determined that maintaining a comprehensive, consistent waste reduction and recycling outreach and education program was imperative to a successful transition. In March of 2015 the City and County entered into this MOU whereby the City of Spokane's Recycling Education Coordinator continues to provide regional waste reduction and recycling outreach and education.

This First Amendment will extend this MOU through November 16, 2016.

Impact

This Amendment will allow for continued waste reduction and recycling outreach and education for all jurisdictions (including the City) participating in the Regional Solid Waste System.

Action

Recommend approval of this Amendment to the MOU with Spokane County.

Funding

Spokane County shall reimburse the City 87.5% of the total costs of the services, recognizing that these services will benefit all jurisdictions participating in the Regional Solid Waste System.

**FIRST AMENDMENT OF MEMORANDUM OF UNDERSTANDING APPROVED UNDER
SPOKANE COUNTY RESOLUTION NO. 15-0133
AND CITY OF SPOKANE OPR NO. 2015-0099**

THIS FIRST AMENDMENT is entered into this _____ day of _____, 2015, by and between Spokane County, a political subdivision of the State of Washington ("County") and the City of Spokane, a Washington State municipal corporation ("City), and collectively referred to as the "Parties".

WHEREAS, on March 6, 2015, the parties entered into a Memorandum of Understanding which formalized the duties of the City and County for providing regional waste reduction and recycling outreach and education as required in the Spokane County Comprehensive Solid Waste Management Plan; and

WHEREAS, the parties wish to extend the end of the term in the Memorandum of Understanding approved under Resolution No. 15-0166 as it related to extending the term.

NOW, THEREFORE, the parties agree as follows:

4. TERM.

The term of this MOU shall be November 17, 2015 to November 16, 2016. The Parties may extend the term of the MOU by mutual agreement.

DATED this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

TODD MIELKE, CHAIR

SHELLY O'QUINN, VICE CHAIR

ATTEST:

AL FRENCH, COMMISSIONER

Ginna Vasquez, Clerk of the Board

APPROVED AS TO FORM:

Ron P. Arkills, Deputy Prosecuting Attorney
FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING

DATED this _____ day of _____, 2015

CITY OF SPOKANE

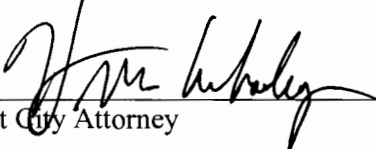
By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney



Agenda Sheet for City Council Meeting of: 01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	OPR 2014-0732
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 16296
Agenda Item Name	4490 AMENDMENT TO CONTRACT WITH ASSETPOINT		

Agenda Wording

Amendment to contract with AssetPoint for the yearly Hosting Fee and yearly Technical Support for TabWare® Computerized Maintenance Management System and associated software for the WTE facility. \$87,540.00.

Summary (Background)

All equipment maintenance and purchasing history for the WTE is archived within TabWare®. AssetPoint is the sole provider of TabWare® and its components, and is the sole provider of training and support. The original contract encompassed the purchase of the software and licenses, conversion to the City's computer system, and hosting and support for the first year. This amendment will provide funding for the remaining term of the contract.

Fiscal Impact		Budget Account	
Expense	\$ 87,540.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 12/4/2015
Division Director	ROMERO, RICK	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	jsalstrom@spokanecity.org	
Additional Approvals			
Purchasing			

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
December 14, 2015

Subject

Amendment to contract with AssetPoint for the yearly Hosting Fee and yearly Technical Support for TabWare® Computerized Maintenance Management System and associated software for the WTE facility. \$87,540.00

Background

All of the equipment history, inventory, purchases , work orders and planned maintenance activities are archived within the TabWare® software. This information is critical to the operations of the facility. AssetPoint is the sole provider of TabWare® and its components, and is the sole provider of training and support.

The original contract encompassed the purchase of the software and licenses, conversion to the City's computer system, and hosting and support for the first year. This amendment will allow funding for the remaining term of the contract.

Impact

Amendment of this contract will allow for continued uninterrupted operations of the WTE facility.

Action

Recommend approval.

Funding

Funding is included in the 2016 WTE facility operations budget.



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/3/2015
Clerk's File #	OPR 2013-0001
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 3879-12
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE X6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	#5830 EB EAP SERVICES

Agenda Wording

Extend contract with APS HEALTHCARE BATHESDA, INC. (WHITE PLAINS, NY) for Employee Assistance Program (EAP) from 1/1/2016 -- 12/31/2016. Cost not to exceed \$2.94 per employee per month (\$65,268)

Summary (Background)

EAP services have been provided to our employees for many years. On November 12, 2012, RFP 3879-12 was sent out, and seven (7) companies responded. APS Healthcare Bathesda, Inc. had a competitive bid. This extension is the first of two one-year extensions provided in the original contract.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 65,268	#	5830-78710-17310-54101-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	12/7/2015 Finance
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	rkokot@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kkeck@spokanecity.org	
<u>Additional Approvals</u>		cwahl@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	APS Healthcare Bathesda, Inc.	
		taxes & licenses	

CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and APS HEALTHCARE BATHESDA, INC., whose address is 777 East Park Drive, Harrisburg, Pennsylvania 17111, as "APS".

WHEREAS, the parties entered into a Contract wherein APS agreed to administer the City's EMPLOYEE ASSISTANCE PROGRAM; and

WHEREAS, the original contract allows two (2) additional one (1) year contract periods; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated February 14, 2013 and February 25, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2016.
3. COMPENSATION. The City shall pay TWO AND 94/100 DOLLARS (\$2.94) per employee per month for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated:

10-5-15

APS HEALTHCARE BATHESDA, INC.

E-Mail address, if available: _____

By:

Title:


President & CEO

15-257



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/15/2015
Clerk's File #	OPR 2013-0382
Renews #	

Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	SCOTT 625-7806	Project #	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	Bid #	RFP 3916-13
Agenda Item Type	Contract Item	Requisition #	2016 FUNDS
Agenda Item Name	4500/4490 CONTRACT EXTENSION & AMENDMENT WITH BARR-TECH LLC		

Agenda Wording

One-year contract extension with Barr-Tech, LLC (Sprague, WA) for transporting, processing, composting and marketing of residential and commercial yard debris and food waste -- annual estimated expenditure \$987,600.

Summary (Background)

The City of Spokane previously held two contracts with Barr-Tech; one with the Spokane Regional Solid Waste System for material collected at the Waste to Energy Facility and two transfer stations, the other with the Solid Waste Collection Department (previously Solid Waste Management) for material collected curbside. After the transfer stations were sold to the Spokane County and the new Spokane County Regional Solid Waste System was formed in November 2014, the contract including

Fiscal Impact		Budget Account	
Expense	\$ 600,000	#	4500-44200-37148-54201
Expense	\$ 387,600	#	4490-44300-37148-54201
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	WINDSOR, SCOTT	Study Session	PWC 12-14-2015
Division Director	ROMERO, RICK	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	tedc@barr-tech.net	
For the Mayor	SANDERS, THERESA	Tax & Licenses	
Additional Approvals		rschoonover@spokanecity.org	
Purchasing	WAHL, CONNIE	ttauscher@spokanecity.org	
		shawley@spokanecity.org	
		jsalstrom@spokanecity.org	
		cwahl@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the Waste to Energy Facility was not renewed for 2015. Instead, the contract extension for Solid Waste Collection was amended to include materials collected from the Waste to Energy Facility making this a joint contract for the Solid Waste Disposal and Collection Departments. The City will continue paying \$39/ton for materials collected curbside and \$40/ton for materials collected at the Waste to Energy Facility. This is the second extension of three provided for in the original contract. The amendment is to clarify that there is one remaining one-year extension for 2017.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

kkeck@spokanecity.org

BRIEFING PAPER
Public Works Committee
Utilities Division
December 14, 2015

Subject:

Extension and amendment of contract with Barr-Tech, LLC, for the transporting, processing and composting of residential yard-waste/food-waste collected by the Solid Waste Collection and yard-waste/food waste received at the Waste to Energy facility.

Background:

The original contract, June 2013, included up to three one-year extensions not to exceed five years. The first extension was through December 31, 2015 and this being the second extension will run through December 31, 2016. The amendment is to update the end date to the December 31, 2016 and to clarify that there is one remaining one-year extension.

Pricing for this contract remains the same as the previous extension at \$39.00 per ton for materials collected curbside in the City which is delivered to a transfer site on the West Plains. The pricing for materials collected at the Waste to Energy is \$40.00 per ton and includes transportation to the compost facility.

Impact:

This contract extension and amendment allows the City of Spokane to continue to utilize Barr-Tech for the transport, processing and composting of residential yard waste/food waste collected curbside and for customers at the Waste to Energy Facility.

Action:

Recommend approval.

Funding:

This contract, based on previous collections, will be approximately \$600,000 in the Solid Waste Collections 2016 budget and \$387,600 in the Solid Waste Disposal 2016 budget.

CONTRACT EXTENSION 2 OF 3 POSSIBLE EXTENSIONS

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and BARR-TECH, LLC, whose address is 9117 Kallenberger Road, North, Sprague, Washington 99032, as "Operator" (collectively referred to as the "Parties").

WHEREAS, the parties entered into a contract, approved by Spokane City Council on May 13, 2013, wherein Operator agreed to transport, process, and compost residential yard waste/food waste and commercial food waste for the Solid Waste Collection and Disposal Department of the City; and

WHEREAS, Paragraph 4 of the current contract provides for an extension of the contract for up to three (3) one-year contract periods not to exceed five (5) years; and

WHEREAS, on October 27, 2014 the Parties agreed to extend this Contract to December 31, 2015; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The contract dated June 6, 2013, any previous amendments, addendums and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE: This contract extension shall become effective upon execution of all parties.
3. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2016. This constitutes one (1) of the possible two (2) extensions remaining under the original contract.
4. AMENDMENT. Section 4 of the contract documents is amended to read as follows:

The contract shall begin upon notice execution by all Parties and end on December 31, 2016 (~~March 31, 2015~~). Renewals and extensions, if any, shall be initiated at the discretion of the City subject to mutual agreement. The contract

may be extended for one (1) (~~three (3)~~) additional one-year contract periods not exceed five (5) years.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Elizabeth Schoedel
Assistant City Attorney

Dated: _____

BARR-TECH, LLC

E-Mail address, if available:

City of Spokane Business License No.

By: _____

Title: _____



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/22/2015
Clerk's File #	CPR 2016-0003
Renews #	

Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	KIM BUSTOS 6034	Project #	
Contact E-Mail	KBUSTOS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-ACCOUNTING-PAYROLL		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: December 19, 2015. Payroll check #535329 through check #535505 \$6,192,724.76

Summary (Background)

N/A

Fiscal Impact		Budget Account	
Expense	\$ 6,192,724.76	#	N/A
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

PAYROLL RECAP BY FUND
PAY PERIOD ENDING DECEMBER 19, 2015

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	725.00
0070	ADMINISTRATIVESERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	20,760.00
0260	CITY CLERK	13,709.61
0300	HUMAN SERVICES	0.00
0320	COUNCIL	34,541.16
0330	PUBLIC AFFAIRS / COMMUNICATIONS	21,203.00
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	157,106.10
0380	ENTERTAINMENT FACILITIES	0.00
0410	FINANCE	26,754.82
0430	GRANTS MNGMT & FINANCIAL ASSIST	6,457.60
0440	FIRE	0.00
0450	CD/HS DIVISION	6,690.00
0460	MY SPOKANE	11,992.32
0470	HISTORIC PRESERVATION	4,424.20
0500	LEGAL	114,161.17
0520	MAYOR	21,319.84
0550	NEIGHBORHOOD SERVICES	8,143.20
05601	MUNICIPAL COURT	87,930.61
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	5,585.60
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	25,472.41
0650	PLANNING SERVICES	34,815.38
0680	POLICE	1,440,820.04
0690	PROBATION SERVICES	30,105.61
0700	PUBLIC DEFENDERS	73,896.01
0750	ECONOMIC DEVELOPMENT	8,012.40
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00

FUND	FUND NAME	TOTAL
	TOTAL GENERAL FUND	2,154,626.08
1100	STREET	272,470.66
1200	CODE ENFORCEMENT	30,349.95
1300	LIBRARY	177,743.55
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	207,869.03
1460	PARKING METER	25,945.22
1510	LAW ENFORCEMENT INFO SYSTEM FUND	21,093.80
1530	LAW ENFORCEMENT BLOCK GRANT FUND	0.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	21,592.09
1630	COMBINED COMMUNICATIONS CENTER	58,548.52
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	31,395.41
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	0.00
1970	EMS FUND	1,227,687.00
4100	WATER	357,758.33
4250	INTEGRATED CAPITAL FUND	34,313.47
4300	SEWER	444,261.66
4480	REFUSE	253,746.23
4490	SOLID WASTE	242,243.00
4600	GOLF	26,750.90
4700	GENERAL SERVICES FUND	120,697.58
5100	FLEET SERVICE	92,417.90
5200	PUBLIC WORKS & UTILITY FUND	54,297.25
5300	MIS	139,663.78
5400	REPROGRAPHICS	7,712.80
5600	ACCOUNTING SERVICES	103,664.24
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	12,333.51
5830	SELF-FUNDED MEDICAL/DENTAL	7,599.20
5900	ASSET MANAGEMENT	24,920.45
6060	CITY RETIREMENT	9,631.41
6750	REGIONAL PLAN	31,391.74
6780	EMS PROGRAM DIRECTOR	0.00
	TOTAL	6,192,724.76



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	CPR 1991-0068
Renews #	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	KATIE ROSS 625.6716	Project #	
Contact E-Mail	KROSS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 APPOINTMENT OF AARON TILBURY TO THE SPOKANE HUMAN RIGHTS		

Agenda Wording

Appointment of Aaron Tilbury to the Spokane Human Rights Commission for a term of January 4, 2016 to January 4, 2019.

Summary (Background)

Appointment of Aaron Tilbury to the Human Rights Commission for a term of January 4, 2016 to January 4, 2019.

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



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	CPR 1991-0068
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
Agenda Item Name	0520 APPOINTMENT OF GEOFFREY BAGWELL TO THE SPOKANE HUMAN

Agenda Wording

Appointment of Geoffrey Bagwell to the Spokane Human Rights Commission for a term of January 4, 2016 to January 4, 2019.

Summary (Background)

Appointment of Geoffrey Bagwell to the Spokane Human Rights Commission for a term of January 4, 2016 to January 4, 2019.

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



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/14/2015
Clerk's File #	CPR 2006-0042
Renews #	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	KATIE ROSS 509.625.6716	Project #	
Contact E-Mail	KROSS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 APPOINTMENT OF DENNIS CRONIN TO THE ETHICS COMMISSION		

Agenda Wording

Appointment of Dennis Cronin to the Ethics Commission for a term of January 4, 2016 to December 31, 2018.

Summary (Background)

Appointment of Dennis Cronin to the Ethics Commission for a term of January 4, 2016 to December 31, 2018.

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



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/22/2015
Clerk's File #	CPR 1982-0115 CPR 1981-0449
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Agenda Item Name	0320 APPOINTING ALTERNATES TO SRTC, STA, AND ALTEC

Agenda Wording

This action is to appoint a City Council alternate to the Spokane Transit Authority Board and Spokane Regional Transportation Commission. In addition, this is to request action to appoint Mike Fagan to the Aging and Long-term Care of Eastern Washington.

Summary (Background)

This action is to appoint a City Council alternate to the Spokane Transit Authority Board and Spokane Regional Transportation Commission. This is necessary due to the resignation of Councilman Jon Snyder. In addition, this is to request action to appoint Mike Fagan to the Aging and Long-term Care of Eastern Washington.

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



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/22/2015
Clerk's File #	CPR 1982-0115 CPR 1981-0449
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions
Agenda Item Name	0320 APPOINTING ALTERNATES TO SRTC, STA, AND ALTEC

Agenda Wording

This action is to appoint a City Council alternate to the Spokane Transit Authority Board and Spokane Regional Transportation Commission. In addition, this is to request action to appoint Mike Fagan to the Aging and Long-term Care of Eastern Washington.

Summary (Background)

This action is to appoint a City Council alternate to the Spokane Transit Authority Board and Spokane Regional Transportation Commission. This is necessary due to the resignation of Councilman Jon Snyder. In addition, this is to request action to appoint Mike Fagan to the Aging and Long-term Care of Eastern Washington.

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

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

01/04/2016

Date Rec'd

12/8/2015

Clerk's File #

ORD C35340

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**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

0320 EMERGENCY BUDGET ORDINANCE - COMMUNITY ASSEMBLY

Agenda Wording

Emergency Budget Ordinance moving \$14,000 from City Council reserves to Community Assembly.

Summary (Background)

FROM: 0320-36100-General Fund 11600-59951 City Council-Reserve / Budget Adj \$14,000 TO:0550-30210-General Fund 11200-54999 ONS-Community Assembly \$11,000

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

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

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

Tim Dunivant

For the Mayor

SANDERS, THERESA

Debra Robole

Additional Approvals

Heather Trautman

Purchasing

ORDINANCE NO C35340

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, 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:	0320-36100- 11600-59951	General Fund City Council—Reserve / Budget Adj	<u>\$ 14,000</u>
TO:	0550-30210- 11200-54999	General Fund ONS-Community Assembly	<u>\$ 14,000</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 provide \$11,000 for the purpose of making the funds available for use by the Community Assembly; and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/18/2015
Clerk's File #	RES 2016-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 AMENDMENTS TO THE CITY COUNCIL RULES OF PROCEDURE

Agenda Wording

A resolution amending the City Council Rules of Procedure.

Summary (Background)

This resolution makes changes to the City Council's Rules of Procedure.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	December 3rd
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Ben Stuckart	
<u>For the Mayor</u>	SANDERS, THERESA	Terri Pfister	
<u>Additional Approvals</u>		Anna Everano	
<u>Purchasing</u>		Mike Fagan	
		Candace Mumm	
		Brian McClatchey	
		Amber Waldref	

RESOLUTION NO. 2016-0001

A resolution amending the City Council Rules of Procedure.

WHEREAS, pursuant to Section 9(b) of the City Charter, the City Council is authorized to adopt its own rules of procedures; and

WHEREAS, Section 1.5 of the Rules of Procedure require amendments to be adopted pursuant to a resolution; -- Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that the Spokane City Council Rules of Procedure are amended as follows:

Section 1. That City Council Rules of Procedure are amended as follows:

SPOKANE CITY COUNCIL RULES OF PROCEDURE

RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

It is the purpose of the The Spokane City Council of the City of Spokane in adoptingadopts these rules to provide a method for the conduct of its affairs. It is not intended that theseThese rules do not confer upon any person who is not a member of the Council any right to a particular procedure or, nor do they affect the validity or legality of any Council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each Council member to maintain and exhibit respect for each other, the City staff and the public. Likewise, the Council shall require correspondingrequires respectful behavior from all persons who attend a meeting. Mutual respect between Council members and towards staff shall includeincludes, but is not limited to, not intentionally disclosing private information about a Council member or staff such as personal telephone numbers or home address without the permission of the Council member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

1.3.1 Every Council member must uphold the constitution, laws, and regulations of the State of Washington and the Charter and ordinances of the City.

1.3.2 No Council member shall have an interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, or incur an obligation of any nature that ismay be in conflict with the proper discharge of his or her public duties as an elected

official or as a Council member. No Council member in his or her official capacity may participate in a transaction involving the City with a party in which the Council member, or a family member, owns a beneficial interest. Should a Council member have a conflict of interest, or become aware that he or she has or may have a conflict of interest, that Council member shall immediately inform the Council of the conflict of interest and abstain from any Council action in connection with that matter.

1.3.3

A. No Council member may accept employment or engage in any business or professional activity that the Council member might reasonably expect would require or induce him or her to disclose confidential information acquired by reason of the Council member's official position.

B. No Council member may disclose confidential information gained by reason of his or her official position or otherwise use the information for his or her personal gain or benefit or the gain or benefit of another.

C. No Council member may disclose confidential information to any person not entitled or authorized to receive the information.

D. "Confidential information" means

1. specific information, rather than generalized knowledge, received by a Council member as a result of his or her position that is not available to the general public on request; or

2. information furnished to a Council member under circumstances as to suggest the information is confidential, including when the provider of the information identifies the information as confidential; or

3. information made confidential by law, including specific intelligence information and specific investigative records compiled by investigative, law enforcement, and penology agencies, the nondisclosure of which is essential to effective law enforcement or for the protection of any person's right to privacy; or

4. other information made confidential by the Public Records Act (Chapter 42, .56 RCW) or the Open Public Meetings Act (Chapter 42.30 RCW).

1.3.4 No Council member may use or authorize the use of facilities of the City, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. All actions of a Council member shall comply with RCW 42.17.130.

Rule 1.4 *ROBERT'S RULES OF ORDER*

Matters of procedure not otherwise provided for herein shallare, insofar as practical, be determined by reference to *Robert's Rules of Order, newly revised*. A summary of the primary parliamentary procedures from the *Robert's Rules of Order* utilized by the City Council is included with these rules as Attachment No. 1. This attachment may be expanded or updated without further Council action only if the changes are consistent with *Robert's Rules of Order*.

Rule 1.5 *AMENDMENT*

These rulesRules may be amended by resolution of the City Council.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

2.1.1 As provided in the Spokane Municipal Code Section 2.01.010, the regular meeting of the City Council is at 3:30 p.m. every Monday in the Council Chambers, Lower Level of City Hall. If a Monday is a City Holiday, that week's regular meeting is may be held on the next day that is not a holiday if a quorum is available unless cancelled at the discretion of the Council President.

2.1.2 The 3:30 p.m. Council session is a briefing session for the purposes of receiving staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week's meeting and for that day's agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day's meeting. Once the advance agenda has been reviewed, the City Council shall approve the agenda by motion.

2.1.3 As the conclusion of the briefing session, there is an administrative session during which action will be taken on the items on the consent agenda. At the request of any Council member, an item on the consent agenda will be carried over to the legislative session.

2.1.4 At the conclusion of the administrative session, or at other time properly announced, the City Council may adjourn into executive session consistent with the Open Public Meetings Act, Chapter 42.30 RCW. The Chair shall declare, before the Council convenes in executive session, the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session. The Council determines which persons shall attend each particular executive session.

2.1.5 The 6:00 p.m. Council session is the legislative session for the purpose of taking public testimony, discussing and taking action on those items which were placed on that agenda or transferred from the administrative agenda, and for holding the open forum.

Rule 2.2 OPEN FORUM

2.2.1 Prior 2.2.1 At each meeting, prior to the City Council considering its legislative agenda, an allotment of time, not to exceed thirty minutes, will be devoted to public comment by citizens of the City. When 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. If no one has signed up or is remaining to speak at the open forum session, the open forum session shall be concluded.

2.2.2 At the beginning of the open forum session a designated staff member will collect the sign-up sheet upon which citizens have indicated their desire to speak at the open forum session and deliver them to the Chair so that the Chair can begin the determination of how the time of the open forum is to be allocated. In his or her discretion, the Chair will determine the order of the speakers and will impose on each speaker such time limits as may be appropriate to allocate the allotted time. Each speaker may be limited to three minutes.

2.2.3 Because taking action on any matter brought up during the open forum session would violate these rules relative to advance notice to and participation by the public, no action, other than a consensus to bring the matter up as a future agenda item, will be taken during the 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.

2.2.5 The Council President may invite the Mayor and one member of the administration's executive leadership to be present during open forum.

2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

Rule 2.3 ADJOURNED MEETINGS

2.3.1 At the conclusion of the open forum, unless there is further business before the Council, the Chair shall adjourn the meeting until the next regularly scheduled Council meeting.

2.3.2 Any meeting may be adjourned to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned meeting is a regular meeting.

2.3.3 If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the Council President, or in the President's absence any member, or if there be no Council members present then the City Clerk, shall declare the meeting adjourned to the next regular meeting.

2.3.4 In the eventIf a meeting is adjourned prior to the completion of the City Council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The City Clerk or other person designated by the Clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.

2.3.5 At 11:00 p.m. or at any time thereafter, it shall be in order for any member to move, or for the Chair to declare, based on the opinion that the business at hand cannot be concluded within a reasonable time, that a regular meeting be adjourned.

Rule 2.4 SPECIAL MEETINGS

A special meeting may be called by the Council President or by any four Council members. The Council may by passage of a motion made during any regular meeting call a. All such special meeting meetings shall be noticed in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2.

Rule 2.5 STUDY SESSIONS

The Council may schedule study sessions for such purposes as receiving background information as to staff matters, briefing from staff, and discussion among Council members as to issues of concern. Such meetings are to be in a workshop format, with no public hearing, and the Council shall make no disposition of any item at a study session. unless the study session was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2. A quorum of the Council is not necessary in order to proceed with a study session.

Rule 2.6 QUORUM

A quorum is four (4) or more Council members present and qualified to act, unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and .091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five. (5).

RULE 3 – AGENDA

Rule 3.1 FUNCTIONS OF AGENDA

The agenda serves to introduce items to the Council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

Rule 3.2 INTRODUCTION OF ITEMS

3.2.1 Items may be placed on a regular meeting agenda by the Council President, any Council member and by such administrative officers as the Mayor may authorize. or any Council member; provided, however, subject to Rule 5.6 (Suspension of Rules), and regardless of whether the item originates with a Council member or the administration, no item may be placed on the agenda unless it has first been presented in its committee of origin as provided in Rules 7.1 and 9.3. Agenda items related to activities of a board or commission or a city Council standing committee may be placed on the agenda either by the city administration, by administrator, the Council President, by any Council member with approval of the Council President, or by motion of the City Council. A Council member may not utilize administrative staff, other than of the City Council or legal department, for the preparation of an item for the agenda without direction from the Council President or the Mayor.

3.2.2 The agenda for every regular meeting is prepared by the office of the City Clerk in the manner and format prescribed by the City Council and consistent with administrative policies and procedures. and these Rules. The Mayor determines for each kind of item which administrative officials need to sign off on the agenda sheet indicating it, and any accompanying packet material, is complete and ready for introduction by a Council considerationmember.

Rule 3.3 AGENDA PROCESS

3.3.1 The process of submitting agenda items and preparing the agenda for all Council meetings shall be consistent with the City Council's these Rules of Procedure and Administrative Policy and Procedures No. ADMIN 0260-05-01 and all subsequent amendments thereto. In case of any conflicts between these Rules of Procedure and Administrative Policy and Procedures No. ADMIN 0260-05-01, these Rules of Procedure shall control.

3.3.2 An item is submitted for the agenda in the form of an agenda sheet presented to the City Clerk. The agenda sheet shall have such form and content as approved by the City Council.

3.3.3 The wording for the agenda and the agenda sheet is to be furnished by the person submitting the item. The City Clerk and City Attorney's office staff may edit agenda items for grammatical and proceduralor typographical errors.

3.3.4 Each Council member is responsible to obtain and be familiar with all agenda data.

RULE 4 – TIME AND NOTICE

Rule 4.1 NOTICE BY AGENDA

Except as provided below, the agenda is the only required notice.

Rule 4.2 SPECIAL MEETINGS

Notice of every special meeting shall be given in writing to every Council member, to the Mayor, to the City Attorney, and to all parties who have on file with the City Clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice. Notices of special meetings are prepared by the City Council Office staff and issued by the City Clerk's office.

RULE 5 – CONDUCT OF MEETINGS

Rule 5.1 THE CHAIR

5.1.1 The Council President, or in his or her absence or incapacity that Council member elected by the Council to serve as Council President pro tem pursuant to SMC 3.01.120(A), each of who iswhom is referred to in these Rules of Procedure as "the Chair," shall preside over meetings of the Council and cause the business of the Council to be transacted in accordance with these rules. The presiding officer may yield the Chair to a member of the Council's choice to conduct a portion of the meeting.

5.1.2 The Chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 5.1.2, but shall liberally grant leave to the Mayor, City Council Policy Advisor and/or a designated representative of the Mayor, City Attorney and parliamentarian, if any, to speak to the question. A ruling of the Chair can be appealed, before the ruling is acted on, by announcing any Council member's announcement of an appeal and, which appeal is perfected by receiving a second. The Chair shall then state the question in terms of upholding the ruling and may state his or her reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the Council shall vote on the appeal.

5.1.3 The Chair may not make a motion. The Chair may second a motion only if there is no other second and only for the purposes of discussion. The Chair may vote as any other Council member.

5.1.4 The Chair has the authority to recess, subject to appeal, any meeting when noise, disturbance, indecorum, or other circumstances warrant a recess to enable the Council to conduct its meeting in an appropriate manner. The Chair may direct any person disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption.

5.1.5 The Chair has the authority to recess a meeting upon the request of any Council member. Recognizing that fatigue, discomfort, and tedium detract from the quality of participation in deliberative process on the part of all participants, the Chair is encouraged to call or grant requests for recesses as such frequency as dictated by the time of day, temperature, and other factors.

Rule 5.2 ORDER OF BUSINESS

5.2.1. Briefing Session.

The ordinary order of business as a briefing session is:

- A. Roll call;
- B. Council or staff reports of matters of interest;
- C. Background information from staff regarding matters on the advance agenda;
- D. Discussion of and any adjustments to the advance agenda for the following week's meeting;
- E. Approval by motion of the advance agenda;
- F. Any new background for items on the current agenda;
- G. Discussion of and any adjustments to the current agenda.

5.2.2 Administrative Session.

The ordinary order of business at an administration session is:

- A. Reading of consent agenda items by the Clerk;
- B. Action on the items on the consent agenda.

5.2.3 Executive Session.

The business of an executive session is determined case by case within the restrictions of the Open Public Meetings Act and other provisions of state law.

5.2.4 Legislative Session.

The ordinary order of business at a legislative session is:

- A. Pledge of Allegiance, words of inspiration, special introductions;
- B. Roll call to establish the presence of a quorum;
- C. Council and Committee reports;
- D. Announcement of adjustments to the agenda;
- E. Council appointments and approval of Mayoral appointments;
- F. City Administrator's Administrative report;
- G. Open forum;;
- H. Reading of each agenda item by the Clerk;
- I. Report by staff and questions to staff;
- J. Motion and second (except for a hearing in which case the motion is made at the close of the hearing);
- K. Comment from citizens;
- L. Deliberation by Council, and such further dialogue with staff and citizens as Council may desire;
- M. Vote;
- N. Council and Committee reports;
- O. Continuation of open forum.

5.2.5 Items shall be acted upon in the order in which they appear on the agenda, provided items may be taken out of order, combined, or separated by majority vote of the Council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time unless the Council decides otherwise.

5.2.6 All City Council appointments or Mayoral appointments requiring which require City Council approval shall be announced and voted upon by motion during the legislative session with the following exception. Approval of appointments of department heads, the City Clerk, and the City Attorney, pursuant to Section 24 of the City Charter, shall be by resolution.

Rule 5.3 SPEAKING DURING COUNCIL MEETING

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 including but not limited to demonstrations, banners, applause, and the like, profanity, vulgar language, or personal insults will be permitted.

5.3.6 A speaker asserting a statement of fact may be asked to document and identify the sources 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, newly revised*, 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 ensure that all individuals desiring to speak, be they members of the public, staff, or Council members, shall be identified and provided with the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda. There shall be no public testimony on matters on the Council's administrative consent agenda or in regards to procedural, parliamentary, or administrative matters of the Council. There also shall be no public testimony regarding amendments to legislative agenda items. Public testimony shall be limited to the final Council action.

Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council. At the Chair's discretion, several speakers may allot their time to one speaker who shall speak on behalf of the other individuals for a period of time determined by the Chair.

For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

- A. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - 1. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - 2. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.
 - 3. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
 - 4. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
 - 5. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - 6. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- B. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
- C. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

Rule 5.5 VOTING

5.5.1 Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081), and unless otherwise provided herein, all motions, except a motion to adjourn (which passes by a majority of votes cast), to carry must receive at least four affirmative votes.

5.5.2 If a motion receives a majority of favorable votes, but less than four, and if further voting cannot produce four votes for any motion, either:

- A. The matter will be continued, or

- B. if it appears that because of disqualification or other reason the Council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken and the status quo shall prevail.

5.5.3 Upon a tie vote, having failed to obtain the necessary votes, the final status quo prevails and defeats the matter upon which the vote is [was] cast.

5.5.4 The Chair has full voting power as any other Council member is defeated.

5.5.5 The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter, voting shall be by voice vote unless any member requests, prior to action on the next item of business, a different method, such as a show of hands or a roll call vote. Unless the Council shall order otherwise, the alternative to voice vote shall be the electronic system currently in use.

5.5.6 In all cases of voting by other than voice vote, the City Clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, it shall be sufficient for the Chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each Council member shall have the right, before the next matter is considered, to explain the reasons for his or her vote and such a request shall be regarded as a matter of privilege.

5.5.7 A Council member may only abstain from voting on any matter before the Council when he or she has a direct personal or pecuniary interest not common to other members of the Council, which is fully expressed. In order to abstain from voting, a Council member must sufficiently describe to all other members of the Council during the Council meeting, the existence and nature of the interest which supports his or her abstention.

Rule 5.6 SUSPENSION OF THE RULES

These rules may be temporarily suspended for a particular matter by five affirmative votes.

Rule 5.7 RECONSIDERATION

A Council member may move reconsideration of who voted on the prevailing side regarding an item voted on during an administrative session may move reconsideration of that item at that day's legislative session or at the next briefing session. All legislative decisions of the City Council regarding ordinances, resolutions, and hearing items are final. When permissible, a Council member may re-submit a subsequent ordinance or resolution to repeal or modify a prior City Council action.

Rule 5.8 PARTICIPATION BY TELEPHONIC COMMUNICATION

A Council member may participate telephonically in all or part of a Council meeting if:

- A. Prior approval is given by the Council President for good cause, whose approval shall not be unreasonably withheld;
- B. All persons participating in the meeting are able to hear each other at the same time, such as by the use of a speaker phone; and

- C. The Council member participating telephonically shall have reviewed all of the applicable material and participated in the relevant portion of the Council meeting related to the topic to which the Council member is voting on.

Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Council President.

RULE 6 – ADJUDICATIVE APPEALS AND HEARINGS

Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the Council shall follow those procedures. If a conflict arises between the ordinance and Council rules, the ordinance shall prevail. Where there are no established procedures for an adjudicative appeal or hearing, the Council shall implement the following procedure.

6.1 No person shall be allowed to discuss any matter pending hearing with any member or members of the Council except in the Council Chambers in the regular course of a Council meeting. Each Council member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the Council member shall immediately make a note of the contact and shall at the beginning of the Council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the Council member shall as soon as possible file it with the City Clerk.

6.2 When the Council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every Council member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized him(her)self with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A Council member shall not be briefed by anyone except in an open meeting.

6.3 A Council member shall disqualify him(her)self from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent him or her from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.

6.4 Should a Council member be aware of circumstances which might appear to disqualify him or her, he or she can either disqualify himself or herself or explain the circumstances before

the hearing and let the rest of the Council, by majority vote, decide whether he or she can participate. Should the Council be aware of circumstances which might appear to disqualify a member, the Council may, by majority vote, disqualify the member. The Council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.

6.5 In all adjudicatory appeals and hearings, Council members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine in Chapter 42.36 RCW and the code of ethics for municipal officers in contract interests in Chapter 42.23 RCW.

6.6 Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

- A. Oral argument on appeal is limited to parties of record.
- B. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the City Council is not deducted from the time allowed for argument.
- C. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
- D. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
- E. The City Council may not consider any new facts or evidence on appeal. The City Council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the City Council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
- F. Supplemental documents.
 - 1. The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.
 - 2. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
 - 3. The City Clerk distributes such memoranda and responsive documents to all parties to the appeal, the City Council, the City Attorney, the Planning Director, and the Hearing Examiner.
 - 4. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.

6.7 The City Council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

RULE 7 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 7.1 FILING

7.1.1 Unless impractical in a given case, ordinances and formal resolutions shall be filed with the Clerk by the advance agenda (Wednesday at 1:00 p.m.) deadline. Copies of ordinances and copies of formal resolutions submitted by the advance agenda deadline shall be included in the Council's packet which will be made available by the second Friday preceding the meeting for which the ordinance is on the agenda. In any event, an ordinance or formal resolution must have been filed with the Clerk prior to the meeting of which it is an agenda item. No ordinance or formal resolution, except emergency measures, shall be passed until it has been on file with the Clerk for at least three (3) business days, including the day of the Council meeting.

7.1.2 If an ordinance or formal resolution has not been on file with the Clerk for at least three (3) business days, its reading shall be a reading in full. If an ordinance or formal resolution has been so pre-filed, it shall be sufficient reading to read its title or a summary.

7.1.3 Each ordinance or formal resolution shall be identified by its title and by the name of the Council Member or administration official sponsoring it (*e.g.*, ORD 20xx-xxxx [Councilmember's/administration official's last name]), and every sponsor shall, when filing the same with the City Clerk, specify the committee of origin for the ordinance or formal resolution. Subject to Rule 5.6 (Suspension of Rules), every ordinance or formal resolution must be first presented to its committee of origin before it may be placed upon the Council's agenda for first reading (for ordinances) or for Council consideration (for formal resolutions).

7.1.4 For each ordinance or formal resolution, the sponsor must prepare an initial fiscal impact note, describing the direct and probable impacts of the proposal on the City's revenues, expenditures, and overall fiscal condition for the next two (2) fiscal years. The fiscal impact note must be presented at the same time as the proposed item is presented to the committee of origin and must consist of the following elements:

1. Title of the proposed ordinance, name of sponsor and section(s) of the Spokane Municipal Code to be affected;
2. Narrative summary and brief background of the proposed ordinance;
3. Estimate of positive and/or negative impacts on current-year City expenditures;
4. Estimate of positive and/or negative impacts on current-year City revenues;
5. A forecast of the estimated positive and/or negative revenue and expenditure impacts to the City for the succeeding two fiscal years;
6. Projected long-term fiscal impacts to the City of Spokane;
7. Personnel impacts of the proposed ordinance;
8. Discussion of any sunset provisions;
9. A description of any unknown factors or impacts; and

10. Any other issues concerning the fiscal impacts of the proposal.

Rule 7.2 AMENDMENT

7.2.1 Amendment of the wording of an ordinance or formal resolution on file does not require repetition of all filing and reading procedures. The Council may elect to defer final action until the amendatory language has been embodied in the document and the document resubmitted, or to pass or adopt the measure as amended in which case the City Council Policy Advisor and/or City Attorney shall be responsible for redrafting or changing the document for record purposes.

7.2.2 A revised version of an ordinance or formal resolution may be substituted for the one in the packet between readings or between meetings when the differences between the two versions are minor. When a substituted ordinance or formal resolution makes a significant change from the earlier version, it is to be processed as an original item. That is, a substituted ordinance will be given first reading and carried over and a substituted resolution will be deferred or the Council may take action to amend and substitute the revised version for the version previously filed.

7.2.3 The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.

Rule 7.3 SUBJECT MATTER

The Council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business if action by the City Council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any city policy or practice.

RULE 8 – PROCESSING ORDINANCES

Rule 8.1 PUBLICATION, SIGNATURE AND RECORDING

8.1.1 An ordinance passed by the City Council shall, within five days thereafter, be presented to the Mayor.

8.1.2 An ordinance:

- A. Making the annual tax levy,
- B. Adopting the original annual budget,
- C. Making appropriations,
- D. Implementing a local improvement district or confirming the assessments therefor,
- E. Which is an emergency budget ordinance,
- F. Which is an emergency ordinance, or
- G. Which has been approved by the electors by referendum or initiative shall become effective immediately upon passages.

8.1.3 Ordinances signed by the Mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the Clerk for recording and publication if not already published.

8.1.4 Ordinances not signed by the Mayor after ten days will be filed with the Clerk for signature, recording and publication as necessary.

Rule 8.2 VETO

If within ten (10) days of presentment the Mayor vetoes an ordinance or part of an ordinance and signs a veto message, the ordinance or part thereof, along with the veto message, is returned to the City Council, which shall provide a copy to the City Clerk. If requested by the Council President or any Council member, the City Clerk shall schedule the matter for the next available agenda. If, within thirty days of the Mayor's veto or partial veto, the ordinance receives at least five votes for passage, it shall thereupon take effect. It will be signed by the Council President, or two Council members, and filed with the City Clerk for publication and recording.

RULE 9 – COMMITTEES

Rule 9.1 STANDING COMMITTEES

There shall be five (5) standing committees: the Public Safety Committee,; the Finance and Technology Committee,; the Public Works Committee,; the NeighborhoodCommunity Health and Environment Committee; and the Planning/Community and Economic Development Committee. Committee membership shall be comprised of a minimum of three Council members, one representingone (1) council member from each of the three Council districts council district, and additional members as desired. Standing committees withcomposed of more than three (3) Council members shall be noticed as meetings of the Council where no legislative action shall occur. The Council President shallmay chair a maximum of two (2) standing committees to be, as determined by the Council President.in his or her sole discretion. All other committees shall select by majority vote the chair for each committee. No Council council member shall chair more than two (2) standing committees at one time.

The Council shall confirm the members of standing committees at the second meeting in January of each year or as soon thereafter as possible.

- A. A. The Public Safety Committee, upon the request of the City Council or Mayor shall review, consider and make recommendations to the City Council on issues related to the public health, safety and welfare of the citizens of Spokane specifically including, but not limited to, considering and reviewing programs, plans, and other non-personnel activities involving the police and fire departments and other public safety activities of the City of Spokane, and making recommendations where appropriate.

Pursuant to SMC 4.32.110, the Public Safety Committee shall be the liaison between the City Council and the Office of Police Ombudsman and shall receive monthly reports from the Office of Police Ombudsman.

- B. B. The Finance and Technology Committee is charged with the responsibility to review and report its recommendations on the annual budget and on technological issues related to the City, and to this end may hold public hearings. The committee shall also consider and report on such other financial and technological matters as may from time to time be referred to it by the Council.

The Finance and Technology Committee shall meet not less than quarterly for the purposes of fulfilling its obligations.

- C. C. The Public Works Committee reviews subjects of a public works nature.
- D. D. The NeighborhoodCommunity Health and Environment Committee shall act as a liaison between the City Council and the various neighborhood organizations.

The Planning/Community, and Economic Development Committee shall review, consider, and make recommendations to the City Council on issues relating to the public and environmental health of the citizens of Spokane.

- E. E. The Planning and Economic Development Committee shall review, consider and make recommendations to the City Council on issues relating to planning, community and economic development including land use planning and programs and policies to improve community and economic development.

Rule 9.2 AD HOC COMMITTEES

AsAd hoc committees with specified functions may be established for a designated term by motion of the Council. Unless already determined by the Council, such matters as appointment process, the qualification for membership, the number of members, and time for report of a committee shall be determined by the committee.

Rule 9.3 ORIGIN AND REFERRAL

9.3.1 Each ordinance or formal resolution must be presented in the committee designated by the sponsor of the item under Rule 7.1.3 (Committee of Origin) before it may be filed for first reading.

9.3.2 By declaration of the Chair (subject to appeal) or by motion of the Council, aany matter before the Council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the Council take independent action on, any pending or contemplated adjudicated matters.

Rule 9.4 REPORT

9.4.1 A committee shall advise the Council that it is ready to report by making such announcement at a briefing session, at which time the Council may decide on what agenda the matter shall be placed, or by filing the report with the Clerk for placement on an agenda in coordination with the Council President and Mayor as any other agenda item.

9.4.2 A report of a committee recommending that the Council take specific action shall be in writing and, except in emergencies, in the manner of a formal resolution. Such pre-filing may substitute for full reading. Any committee member disagreeing with any part of the committee's report shall be given the opportunity to express his or her disagreement, orally or in writing, prior to Council action on the matter. If it be moved and seconded that the minority report be adopted, that motion shall be voted on before a motion to adopt the committee report.

Rule 9.5 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, appointment of full slate of Council members to inter-governmental committees or boards shall be made by the Council President to be confirmed by a majority of the City Council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee.

Rule 9.6 STANDING COMMITTEE MEETINGS

One of the functions of standing committee meetings is to provide the city administration and city staff an opportunity to update members of the committee regarding department programs, plans, and other administrative activities and future City Council administrative and legislative agenda items.

All standing committees shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Participation by Council Members, including deliberation and voting, shall be open to all Council members when the standing committee is meeting as a committee of the whole and as a special Council meeting. Participation by Council members in a standing committee that is not a committee of the whole shall be limited to just the appointed Council members.

Upon motion of the City Council, a standing committee meeting may be conducted as a meeting of the full City Council, in which case, a special meeting notice shall be issued and the meeting shall be conducted in a study session format.

RULE 10 – MISCELLANEOUS

Rule 10.1 COUNCIL POSITION VACANCY

10.1.1 Upon the occurrence of a vacancy of a City Council position, the other than that of Council President must, the Council President shall announce the vacancy within seven (7) days of the vacancy occurring and call for interested parties to submit their applications for consideration by a deadline agreed to by the Council.

Upon the close of the deadline, each member of the Council shall review the applications, interview on an individual basis whichever applicant they desire to interview, and select those individuals who they believe should be interviewed by the entire City Council.

10.1.2 The Council, by motion, shall establish a committee to compile the Council members' list of candidates to be interviewed. The committee shall submit to the Council the compiled list of candidates to be interviewed by the entire City Council.

10.1.3 The Council shall conduct interviews of each individual candidate selected for interviews. The interviews shall be open to the public.

10.1.4 Upon completion of the interviews, the Council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.

The Council shall take final action appointing a candidate to fill the vacancy during an open public meeting.

10.1.5 Provisions regarding the selection of a candidate for a City Council vacancy not set forth by these rules shall be determined by the City Council upon a motion during an open public meeting.

10.1.6 The selection procedure set forth above shall apply if the vacancy occurs in a Council position other than that of Council President. In the eventIf the Council President position becomes vacant, the City Council may elect to appoint one of the existing Council members to fill the position of Council President without following the selection procedure set forth above. If, upon a motion of the City Council, the City Council decides to consider someone other than an existing Council member to fill the vacant position of Council President, the City Council shall follow the selection procedure set forth above.

Amended by Resolutions:

1995-0087 (July 10, 1995)
1996-0010 (Jan. 22, 1996)
1996-0052 (April 8, 1996)
1996-0064 (April 29, 1996)
1996-0068 (May 13, 1996)
2001-0005 (Feb. 5, 2001)
2001-0084 (Oct. 1, 2001)
2002-0027 (Mar. 11, 2002)
2002-0083 (Sept. 3, 2002)
2004-0027 (Mar. 29, 2004)
2005-0148 (Dec. 19, 2005)
2009-0078 (Oct. 26, 2009)
2010-0013 (Sept. 13, 2010)
2011-0033 (May 2, 2011)
2012-0001 (Jan. 9, 2012)

2012-0002 (*Jan. 17, 2012*)
2013-0005 (*Feb. 4, 2013*)
2013-0018 (*March 4, 2013*)
2014-0002 (*Jan. 6, 2014*)
20156-_____ (*date*)

ADOPTED by the City Council on _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
12/14/2015

Date Rec'd	11/30/2015
Clerk's File #	ORD C35336
Renews #	
Cross Ref #	ORD C29198
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650 - ORDINANCE AMENDING C-29198

Agenda Wording

An ordinance amending Ordinance C-29198 that amended Ordinance No. A-1282 that passed the City Council January 6, 1903. (Logan Neighborhood Council)

Summary (Background)

City Council passed the vacation Ordinance on January 6, 1903. At that time an easement was retained for utilities across Wiscomb Street from Jackson Avenue to Buckeye Avenue. It has been determined that an easement is no longer needed for the vacation.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	edjohnson@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		sbishop@spokanecity.org	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35336

An ordinance amending Ordinance C-29198 that amended Ordinance No. A-1282 that passed the City Council January 6, 1903.

The City of Spokane does ordain:

That Ordinance No. A-1282 is hereby amended to read as follows:

Section 1. An ordinance to vacate Carlisle Avenue, from the east line of Ruby Street to the west line of Lidgerwood Street; Mayfair Street from the north line of Carlisle Avenue to the south line of Jackson Avenue, and from the north line of Jackson Avenue to the south line of ((*Buckeye Avenue*)) **North Foothills Drive**; Pearl Street from the north line of Carlisle Avenue to the south line of Jackson Avenue and from the north line of Jackson Avenue to the south line of ((*Buckeye Avenue*)) **North Foothills Drive**, and from the north line of ((*Buckeye Avenue*)) **North Foothills Drive** to the south line of Cleveland Avenue; Lidgerwood Street, from the north line of the right of way of the Spokane Falls and Northern Railroad to the south line of Jackson Avenue, and from the north line of Jackson Avenue to the south line of ((*Buckeye Avenue*)) **North Foothills Drive**, and from the north line of ((*Buckeye Avenue*)) **North Foothills Drive** to the south line of Cleveland Avenue; Addition Street from the north line of Jackson Avenue to the south line of Buckeye Avenue **and from the north line of Buckeye Avenue to the south line of North Foothills Drive and from the north line of North Foothills Drive** to the south line of Cleveland Avenue; Wiscomb Street from the north line of Jackson Avenue to the south line of Buckeye Avenue and from the north line of Buckeye Avenue to the south line of **North Foothills Drive** and from the north line of ((*Buckeye Avenue*)) **North Foothills Drive** to the south line of Cleveland Avenue;

WHEREAS, a petition was duly filed for the vacation of certain streets and alleys described in the title of this ordinance, on the 10th day of November A.D. 1902; and

WHEREAS, It appears to the City Council that notice of the filing of said petition, and that the same would come up for hearing before the City Council on the 2nd day of

December A.D. 1902, was duly posted on each of said street on the 12th day of November A.D. 1902, in the manner required by law, and no person appearing to object to the vacation of said streets, as prayed for in said petition, therefore,

The City of Spokane does ordain as follows;

An ordinance to vacate Carlisle Avenue, from the east line of Ruby Street to the west line of Lidgerwood Street; Mayfair Street from the north line of Carlisle Avenue to the south line of Jackson Avenue, and from the north line of Jackson Avenue to the south line of ((*Buckeye Avenue*)) **North Foothills Drive**; Pearl Street from the north line of Carlisle Avenue to the south line of Jackson Avenue and from the north line of Jackson Avenue to the south line of ((*Buckeye Avenue*)) **North Foothills Drive**, and from the north line of ((*Buckeye Avenue*)) **North Foothills Drive** to the south line of Cleveland Avenue; Lidgerwood Street, from the north line of the right of way of the Spokane Falls and Northern Railroad to the south line of Jackson Avenue, and from the north line of Jackson Avenue to the south line of ((*Buckeye Avenue*)) **North Foothills Drive**, and from the north line of ((*Buckeye Avenue*)) **North Foothills Drive** to the south line of Cleveland Avenue; Addition Street from the north line of Jackson Avenue to the south line of Buckeye Avenue **and from the north line of Buckeye Avenue to the south line of North Foothills Drive and from the north line of North Foothills Drive** to the south line of Cleveland Avenue; Wiscomb Street from the north line of Jackson Avenue to the south line of Buckeye Avenue and from the north line of Buckeye Avenue to the south line of **North Foothills Drive** and from the north line of (((*Buckeye Avenue*))) **North Foothills Drive** to the south line of Cleveland Avenue be and the same are hereby vacated; provided, that the petitioners file a good and sufficient bond, to be approved by the Mayor, in the sum of Twenty-Five Hundred Dollars, (\$2,50.00) to indemnify and save the City of Spokane harmless from any and all damages, judgments, decrees, costs and expenses which it may suffer or which may be recovered against the said City, on account of said vacation of the above named streets. And provided further, that the City of Spokane reserves (*the right to lay water and sewers in and through said vacated streets or alleys connected therewith and that the present telephone line on Mayfair street, and all rights necessary for its protection shall be reserved to the person, persons, corporation or corporations, is, their or its assigns during the life of the franchise under which the same is now operated.*)) an easement for public and private utility facilities over the entire width of said vacated streets and alleys, except for Mayfair Street from the north line of Jackson Avenue to ten feet south of the south line of North Foothills Drive; Pearl Street from the north line of Jackson Avenue to the south line of North Foothills Drive; Lidgerwood Street from the north line of Jackson Avenue to the south line of North Foothills Drive; Addison Street from the north line of Jackson Street to the south line of North Foothills Drive and **Wiscomb Street from the north line of Jackson Avenue to the south line of Buckeye Avenue.**

And it is further provided that all water mains and water pipes laid in said streets and avenues, and vacated portions thereof, shall be and remain the property of the City of Spokane.

Section 2. The ordinance dated October 6, 1952, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Site Map



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.

160 80 0 160 320 Feet



COSGIS
City of Spokane GIS



Vacation Area

Existing Access Map



All previously vacated right-of-ways, shown hatched, are closed to access but have gates where the vacated right-of-way adjoins existing unvacated right-of-way

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.



COSGIS
City of Spokane GIS



Previously vacated right-of-ways

DISTRIBUTION LIST
VACATION REGARDING NORTH FOOTHILLS DRIVE ((BUCKEYE AVENUE))

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: Scott Windsor

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD



Agenda Sheet for City Council Meeting of:
12/14/2015

Date Rec'd	11/30/2015
Clerk's File #	ORD C35337
Renews #	
Cross Ref #	ORD C12256
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650 - ORDINANCE AMENDING C-12256 VACATING A PORTION OF MARIETTA

Agenda Wording

An ordinance amending C-12256 vacating a portion of Marietta Avenue in the City of Spokane.(Logan Neighborhood Council)

Summary (Background)

City Council passed the vacation Ordinance on October 6, 1952. At that time an easement was retained, for a City Water Main, across the entire vacated area. Since that time the water main has been abandoned and is no longer needed.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	jdjohnson@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		sbishop@spokanecity.org	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35337

An ordinance amending Ordinance C-12256 vacating a portion of Marietta Avenue in the City of Spokane.

The City of Spokane does ordain:

Section 1. That portion of Marietta Avenue, **in the NE 1/4 of Section 08, Township 25 North, Range 43 East, W.M.** in the City of Spokane, lying between the east line of Standard Street and the west line of Dakota Street, northerly of the railroad right of way of the Great Northern Railway Company, be, and the same is hereby, vacated; ~~provided however, the City of Spokane hereby reserves unto itself an easement for the maintenance of an existing 24-inch water main in said vacated portion of Marietta Avenue together with the right to enter upon the vacated strip for the purpose of making any necessary repairs to said water main and provided further, that this vacation is subject to the express conditions that, in the event any such repairs are required the surface of the areas necessary for the purpose of making such repairs shall be cleared at the expense of the owner or owners of said property, and any pavement which shall be removed or damages shall be replaced without expense to the City of Spokane.~~

Section 2. This ordinance shall take effect and be in force thirty days after its passage.

Section 3. The ordinance dated October 6, 1952, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Site Map



Right of Way Description:

A portion of Marietta Avenue

Full-width easement to be eliminated

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.



Vacation Area

COSGIS
City of Spokane GIS

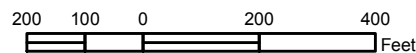


Existing Access Map



All previously vacated right-of-ways, shown hatched, are closed to access but have gates where the vacated right-of-way adjoins existing unvacated right-of-way

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.



COSGIS
City of Spokane GIS



Previously vacated right-of-ways

DISTRIBUTION LIST
VACATION OF A PORTION OF MARIETTA AVENUE

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: Scott Windsor

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD



Agenda Sheet for City Council Meeting of:
12/14/2015

Date Rec'd	11/30/2015
Clerk's File #	ORD C35338
Renews #	

Submitting Dept	DEVELOPMENT SERVICES CENTER	Cross Ref #	ORD C29084
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - ORDINANCE AMENDING C-29084 VACATING BUCKEYE AVENUE		

Agenda Wording

An ordinance amending C-29084 vacating Buckeye Avenue from Standard Street to Dakota Street. (Logan Neighborhood Council)

Summary (Background)

City Council passed the vacation Ordinance on April 10, 1989. At that time an easement was retained for utilities across the entire vacated area. It has been determined that a full-width easement is no longer needed for the vacation area therefore this amendment reduces the easement to 20 feet in width, centered on the existing Avista gas line.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	edjohnson@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		sbishop@spokanecity.org	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35338

An ordinance amending Ordinance C-29084 vacating Buckeye Avenue from Standard Street to Dakota Street.

WHEREAS, a petition for the vacation of Buckeye Avenue from Standard Street to Dakota Street 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 Buckeye Avenue from Standard Street to Dakota Street, **in the NE 1/4 of Section 08, Township 25 North, Range 43 East, W.M.**, is hereby vacated.

Section 2. 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 one-half (1/2) the appraised value of the area herein vacated.

Section 3. An easement is reserved and retained over and through **a section of ground that is 20 feet in width, centered on an existing Avista gas line**, ~~the entire vacated area~~ for utility services of U.S. West Communications, Washington Water Power Company, and Cox Cable TV of Spokane, and no building or other structure shall be erected or placed thereon without the prior written approval of the Director of Public Works

Section 4. The ordinance dated April 10, 1989, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and

effect except as provided herein.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

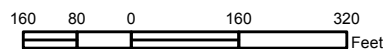
Date: _____

Effective Date: _____

Site Map



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.



Vacation Area

COSGIS
City of Spokane GIS



Existing Access Map



All previously vacated right-of-ways, shown hatched, are closed to access but have gates where the vacated right-of-way adjoins existing unvacated right-of-way

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.



COSGIS
City of Spokane GIS



Previously vacated right-of-ways

DISTRIBUTION LIST
VACATION OF BUCKEYE AVENUE FROM STANDARD STREET TO DAKOTA STREET

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: Scott Windsor

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD



Agenda Sheet for City Council Meeting of:
1/4/2015

Date Rec'd	12/17/2015
Clerk's File #	ORD C35300
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	JON SNYDER 625-6254
Contact E-Mail	JSNYDER@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 ORD RE SICK AND SAFE LEAVE

Agenda Wording

An ordinance relating to earned sick and safe leave in the City of Spokane; creating a new Title 18 to the Spokane Municipal Code; amending section 03.01A.355 of the Spokane Municipal Code; and amending section 04.04.050 of the Spokane Municipal Code

Summary (Background)

This ordinance creates a new section of the municipal code (Title 18) relating to a city-wide earned sick and safe leave policy; including permitted uses, accrual rates (one hour for every thirty hours worked), an annual cap (twenty four hours), allowable carry-over, documentation, employer responsibilities and enforcement (amending 03.01A.355 and 04.04.050). Title 18 will be effective one year from enactment of the ordinance.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Work Group and Open House Meetings
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	bstum@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsnyder@spokanecity.org	
<u>Additional Approvals</u>		bmclatchey@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. C35300.

An ordinance relating to earned sick and safe leave in the City of Spokane; creating a new Title 09 to the Spokane Municipal Code; amending sections 01.05.170, and 04.04.050 of the Spokane Municipal Code.

WHEREAS, most workers will, at some time during the year, need time off from work to take care of their own health or safety needs and/or the health or safety needs of their families and loved ones; and

WHEREAS, many workers employed in the City of Spokane must make the unreasonable choice between their paycheck and their children, because they do not have the option of taking paid time off when they, their children, or other family members, get sick or when their life or the lives of their children are potentially in jeopardy due to domestic violence, sexual assault, or stalking; and

WHEREAS, earned sick and safe leave will allow parents to provide personal care for their sick children, making children's recovery faster, preventing more serious illnesses, and improving their children's overall mental and physical health; and

WHEREAS, as many businesses in Spokane already know, providing for employees' sick and safe leave is affordable for employers and good for business because it can reduce employee turnover; improve the ability to recruit and retain talent; increase productivity; minimize the loss of firm-specific skills and human capital; reduce "presenteeism," namely, the tendency of employees to report to work sick, thereby increasing the risk of transmission of infectious diseases; and boost worker morale; and

WHEREAS, studies on implementation of paid sick leave policies around the country (San Francisco (2011); Connecticut (2013); Washington, D.C. (2013)) show repeatedly that business profitability is affected to a very small degree by implementation of paid sick leave laws; and

WHEREAS, a March, 2011 report by the Bureau of Labor Statistics estimated that the cost of implementing paid sick leave averages about 26 cents per hour overall and 14 cents per hour in the service industry specifically; and

WHEREAS, because domestic violence, sexual assault, and stalking have an impact on many workers, the availability of earned safe leave will protect victims of domestic violence, sexual assault, and stalking, as well as their families, and enable them to focus on obtaining the assistance they need; and

WHEREAS, the National Association of County and City Health Officials (NACCHO), of which the Spokane Regional Health District is affiliated, supports the passage and implementation of local legislation which requires employers to provide earned sick leave; and

WHEREAS, the City Council convened a working group made up of stakeholders from industry, public health, non-profits, government agencies, labor unions, and small business to examine the concept of enacting an earned sick and safe leave policy as well as the possible implications and unintended consequences of enacting such a policy and to recommend a framework for an earned sick and safe leave policy; and

WHEREAS, the Spokane City Council finds that Spokane's public health will be most effectively safeguarded by ensuring that workers in Spokane have access to paid earned sick and safe leave.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Title 9 of the Spokane Municipal Code to read as follows:

Title 09 Employment Standards

Chapter 09.01 Earned Sick and Safe Leave

Section 09.01.010 Definitions

For purposes of this chapter, the following definitions shall be applied. Words used in the singular shall include the plural, and vice-versa.

- A. "Adverse action" means any action taken by an Employer to discharge from employment, suspend, discipline, transfer, demote, or deny promotion, or to threaten to do any of the foregoing.
- B. "Agency" means the City of Spokane Office of Neighborhood Services and Code Enforcement, specifically, in the exercise of its duties to resolve violations of public health and safety laws as specified in SMC 03.01A.355(D).
- C. "Business" has the same meaning as stated in SMC 08.01.020(A).
- D. "Charging Party" means a person filing a claim of violation of this chapter with the Agency.
- E. "City" means the City of Spokane.
- F. "Contractor" or "Independent Contractor" means those persons meeting all the criteria stated in RCW 51.08.195(1)-(6).
- G. "Domestic violence" has the same meaning as stated in RCW 10.99.020(5), and includes "stalking" as defined in RCW 9A.46.110 and in SMC 10.09.010(B).
- H. "Domestic Worker" has the same meaning as specified in RCW 51.12.020(1) and (2).
- I. "Earned sick and safe leave" or "leave" means paid leave accrued, utilized, and compensated for as provided in this chapter.

- J. "Employee" means an individual natural person performing work in the City of Spokane for compensation for an Employer, but does not include seasonal, temporary, or domestic workers, or independent contractors.
- K. "Employer" means any individual, partnership, association, corporation, business trust, or any person or group of persons acting directly or indirectly in the interest of an employer in relation to an employee and employing at least one person for compensation in the City of Spokane. For purposes of this chapter, "Employer" does not include:
 - 1. The United States government;
 - 2. The state of Washington;
 - 3. Any city, county, or local government; or
 - 4. Any sole proprietorship as defined in Washington law.
- L. "Family member" means a:
 - 1. Spouse or domestic partner;
 - 2. Child who is:
 - A. Under 18 years of age, or;
 - B. 18 years of age or older and incapable of self-care due to a mental or physical disability;
 - 3. Parent;
 - 4. Grandparent; or
 - 5. Grandchild.
- M. "Person" has the same meaning as stated in SMC 02.01.100 and includes any individual, partnership, corporation, association, organization, trade or professional association, labor union, cooperative, legal representative, trustee, trustee in bankruptcy and receiver, firm, institution, or any other group of persons acting in concert; this definition also includes any owner, lessee, proprietor, manager, agent, or employee, whether consisting of one or more natural persons.
- N. "Paid Time Off" ("PTO") means paid leave which accrues at a regular rate and which can be used by an employee as paid leave for any purpose, including without limitation, sick time, safe leave, family care or vacation.
- O. "Retaliation" means an adverse action taken by an employer because of an employee's status as a charging party or by an employee's exercise of rights established by this chapter.
- P. "Seasonal Worker" means a worker with a term of employment expected to last less than one year and which is intermittent or recurs annually.

- Q. "Separation" means an involuntary discharge of employment, not for cause, including, without limitation, a business-related or seasonal layoff.
- R. "Staffing Agency" means any person who undertakes, with or without compensation, to recruit, refer or place individuals for employment, or to procure opportunities for work, or to with an employer.
- S. "Temporary Worker" means an employee who works for the employer fewer than 240 hours in a year.
- T. "Work-study students" means students engaged in a course of instruction and whose employment is included under the state work-study program (chapter 28B.12 RCW) or the federal work study program (42 U. S. C. 2751-2756b).

Section 09.01.020 Applicability

- A. This chapter applies to all Employers in the City of Spokane who employ employees who physically perform their work within the City of Spokane.
- B. This chapter does not apply to Work-Study Students, Independent Contractors, seasonal or temporary workers, or those employed by a firm(s) engaged in "construction work" as defined in WAC 296-155-012 and as specifically classified by Chapter 296-17A WAC.

Section 09.01.030 Accrual Rates, Annual Cap, and Carry-Over

- A. All Employees shall, beginning with their first day of employment, accrue leave at the rate of one (1) hour of leave for every thirty (30) hours worked; provided that nothing in this chapter prohibits an Employer from providing earned sick and safe leave in advance of accrual such as by "front-loading" leave hours at the beginning of each year.
- B. Employees use up to twenty-four (24) hours of leave accrued under this Chapter in any year.
- C. An Employee may carry over into the next year up to twenty-four (24) hours of earned sick and safe leave which were not used in the prior year.
- D. Nothing in this chapter requires Employers to allow employees returning from separation to reinstate the earned sick and safe leave balance accrued during a prior period of employment or to compensate an employee for the employee's accrued and unused earned sick and safe leave upon an employee's termination, resignation, retirement, or other separation from employment.

Section 09.01.040 Permitted Uses of Leave and Compensation

- A. An Employee may use accrued earned sick and safe leave for:

1. Diagnosis, care, or treatment of the Employee's mental or physical illness, injury, or health condition;
 2. The diagnosis, care, or treatment for the Employee's Family Member's mental or physical illness or preventative care;
 3. Any reason identified in RCW 49.76.030 or to seek protection or safety from events or conduct specified in SMC 10.09.010(B);
 4. Any period in which the Employer's business or the Employee's child's school or place of care is closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material; or
 5. Bereavement leave in connection with a Family Member of the Employee.
- B. Compensation due to an Employee during the period of leave used by the Employee is at the same rate of pay and with the same benefits as the Employee would have earned during the time during those hours in which the Employee was scheduled to work but for which leave is taken; provided, however, that Employers are not required to compensate Employees who take leave under this chapter for tips or commissions the Employee would have earned during the leave period.
- C. An employee covered by this chapter may voluntarily agree to work additional hours or shifts during the same or next pay period to compensate for unpaid leave hours taken instead of using paid leave; nothing in this chapter prohibits or requires Employers from allowing Employees to voluntarily swap assigned shifts or hours with each other in lieu of using earned leave.
- D. Nothing in this chapter prohibits or requires an Employer from allowing an Employee to donate earned sick and safe leave hours to another Employee of the same employer.
- E. Nothing in this chapter prohibits an Employer from requiring that covered Employees complete a probationary period before using accrued leave; provided, however, that any such probationary period may be no longer than ninety (90) days.

Section 09.01.050 Documentation for Use of Leave on Consecutive Days

- A. An Employer may require Employees to provide reasonable documentation for the use of three (3) consecutive days of earned sick and safe leave. For purposes of this chapter, "reasonable documentation" means written verification signed by a health care provider, attorney, social worker, or other individual who

is assisting the Employee in the context of the purposes for which leave is taken. An Employer may not require that the documentation explain the nature of the illness, injury, or medical condition, or the circumstances of the use of safe leave.

- B. For any Employee who is not covered by the Employer's health care plan, the Employer must compensate the Employee for one-half of the out-of-pocket expenses incurred by the Employee to obtain any documentation requested by the Employer under the preceding paragraph, including without limitation, the cost of services provided by health care providers and/or health care facilities, testing required or prescribed by health care providers, and transportation to the location where the services are provided.

Section 09.01.060 Notices and Posting

Beginning on the effective date of this chapter, Employers shall post, in a place commonly accessible to employees, the notice attached in Attachment A, of employees' and employers' rights and obligations concerning earned sick and safe leave as provided for in this chapter.

Section 09.01.070 Employer Responsibilities

- A. Employers shall maintain records, consistent with the Employer's usual and customary business practices, of each Employee's earned sick and safe leave accrual and use, for five (5) years.
- B. No less frequently than once per quarter, and upon request by any Employee, each Employer shall provide information concerning the requesting Employee's accrued earned sick and safe leave, including without limitation that Employee's leave balance and amount of leave used by that Employee during the current fiscal year.
- C. Beginning on the effective date of this chapter, when making application for a new business registration or a renewal of business registration, each applicant or registrant must certify its compliance with this chapter, in the manner prescribed by the Agency.

Section 09.01.080 Effective Date

This chapter shall be effective February 15, 2017; provided, however, that businesses which receive their first business registration in the City of Spokane after the enactment of this chapter but before the effective date shall not be subject to this chapter for a period of one (1) year after the date of their first business registration in the City of Spokane. Notwithstanding the foregoing, nothing in this Chapter prohibits an employer

from offering earned sick and safe leave to its employees at any point in time earlier than the effective date of this Chapter.

Section 09.01.090 Administrative Enforcement

- A. The procedures for the enforcement of the rights, duties, and obligations created by this Chapter shall be jointly determined by the City Council and the Administration and shall be in effect no later than October 1, 2016.
- B. Retaliation prohibited

It shall be unlawful for any employer to retaliate against any employee covered by this chapter.

C. Penalties for violation

- 1. A violation of this chapter is a class 1 civil infraction, as shown in SMC 1.05.170(B).
- 2. The Agency or court (in the case of complaints which are resolved in a contested case hearing) is authorized to triple the applicable penalty in cases where the Employer has been found to have retaliated against an Employee within the meaning of this chapter.
- 3. For each subsequent violation of this chapter after the first, the Agency or court (in the case of complaints which are resolved in a contested case hearing) is authorized to double the applicable penalty.

Section 09.01.100 No Waiver

Nothing in this chapter is or shall be construed to be a waiver, limitation, or preemption of any other rights, whether arising under state, federal, or local law or regulation, by the City or by any other person.

Section 09.01.110 Severability

If any court of law determines that any particular provision of this chapter is void or of no legal effect, the offending provision(s) shall be deemed struck from this chapter and the remainder of the chapter shall continue unaffected.

Section 09.01.120 Effect of Other Existing Law

Nothing herein shall affect in any way any other requirement of state or federal law concerning the conditions of employment.

Section 09.01.130 More Generous Employer Policies Encouraged

- A. Nothing in this chapter prohibits Employers from implementing an earned sick and safe leave policy which exceeds the minimum standards prescribed in this chapter.

B. Nothing in this chapter prohibits Employers from offering “all-purpose” Paid Time Off (“PTO”) in lieu of earned sick and safe leave; provided, however, that any such PTO policy shall accrue and be available for use in at least the same amounts and for at least the same purposes as is the earned sick and safe leave provided in this chapter; provided also, that any such Employer which provides “all-purpose” PTO is not be obligated to provide additional leave in excess of the earned sick and safe leave amounts described in this chapter.

Section 09.01.130 Evaluation

- A. Beginning on the effective date specified in section 09.01.080, the Agency shall track and maintain the following information:
1. Feedback from employers and employees concerning the implementation and effectiveness of this chapter;
 2. Any data concerning new business formation and business closures considered fairly attributable to the implementation of this chapter; and
 3. The number, type, and disposition of any complaints concerning the implementation or enforcement of this chapter.
- B. One year after the effective date of this chapter, the Agency shall present findings and data concerning the effectiveness of this chapter to the City Council’s Community Health and Environment Committee, as well as any recommendations concerning amendment or repeal of all or any part of this chapter.

Section 2. That section 01.05.170 of the Spokane Municipal Code is amended to read as follows:

Section 01.05.170 Penalty Schedule – Business Regulations

- A. For each subsequent violation by a person, the classification of infraction advances by one class. For each subsequent class 1 violation of the same prohibited activity after the first violation, the code enforcement officer and court (in the case of contested case hearings) are authorized to double the penalty imposed.

- B. Infraction/Violation Class.

SMC			1.05.170
PENALTY SCHEDULE – BUSINESS REGULATIONS			
Infraction			Violation Class
General			
SMC 4.04.020	Engaging in licensed activity without license	2	
SMC 4.04.060	Failure to display license or insigne	3	
SMC 8.01.070 SMC 10.40.020	Engaging in business without registration or itinerant vendor license or permit	1	

SMC 8.12.020	No amusement device license, no amusement device operators or owners license	3
SMC 8.12.060	No current list of amusement device locations	3
SMC 10.23A.030(G)	Entertainment facility establishment operator/owner	1
SMC 10.25.010	Pruning, planting, or removing a public tree without a license	1
SMC 10.29.010(A)	Conducting an improper blasting operation	1
SMC 10.29.030	Heating mechanic	1
SMC 10.29.060(A)	Providing fire equipment service without Spokane Fire Department registration	1
SMC 10.34.020	Own, operate for-hire vehicle	2
SMC 10.34.110(D)	Owner of for-hire vehicle, allowing a non-licensed for-hire driver to operate his or her vehicle	1
SMC 10.49.040	Owning, operating or maintaining a medical cannabis collective garden	1
SMC 10.41A.040	Special police officer	2
SMC 10.45.040	Deal in used goods	2
SMC 10.48.050	Failure to register alarm system	2
SMC 10.48.170	Unlawful use of a security alarm system	3
SMC 13.02.0204	Solid waste collection or disposal	2
SMC 17G.010.100(C)(3)	Sewer installation	1
<u>Chapter 09.01 SMC</u>	<u>Violation of the earned sick and safe leave ordinance</u>	<u>1</u>
Fireworks		
SMC 10.33A.020(A)(2)	Conducting public display without a permit	Up to \$1,000
SMC 10.41A.040	Employ non-commissioned special police officer	3
SMC 10.41A.090	Violation of code by special police officer	1
Fire Code		
IFC Chapter 105.6.14 Chapter 33 IFC Chapter 10.33A SMC SMC 17F.080.060	Manufacture, storage, use, sale, handling of blasting agents, explosives without proper permit	1
IFC 105.6 IFC 105.7 SMC 17F.080.060	Conducting regulated code activities, operations, functions without permit	2
IFC 105.6.41	Conducting spraying or dipping application of flammable or combustible finishes (liquids or powders) for floor finishing or surfacing operations without a permit	2
IFC 2703.3	Unauthorized release, discharge of flammable, combustible liquids, petroleum waste products	1
SMC 15.01.500	Fail to comply with notice and order under Commute Trip Reduction Program	2
SMC 15.03.030	Fail to comply with requirement of posting restaurant's smoking designation	2

Section 3. That section 04.04.050 of the Spokane Municipal Code is amended to read as follows:

Section 04.04.050 Refusal to issue, revocation of, or refusal to renew business license.

- A. The license officer endeavors to issue or determine not to issue a license within fifteen days of application.
- B. The license officer has the power and authority to refuse to issue, revoke or refuse to renew any business license issued under the provisions of this chapter. The license officer shall notify such applicant or licensee of the refusal to issue, revocation of, or refusal to renew, in the same manner as orders to comply are served under SMC 4.04.080, and include on the notice what grounds such a decision was based. The license officer may refuse to issue, revoke or refuse to renew any license issued under this chapter on one or more of the following grounds:
 - 1. The applicant or licensee has not made good tender of the license fee.
 - 2. The applicant or licensee has not furnished sufficient and accurate information.
 - 3. The applicant or licensee is not otherwise eligible.
 - 4. The applicant or licensee has failed to comply with any provisions of this chapter.
 - 5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in chapter 10.08A RCW.
 - 6. The applicant or licensee has been convicted of wage theft under SMC 10.05.107 within the last ten years.
 - 7. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48 or 49.52 RCW, and the judgment was not satisfied within 30 days of the later of either:
 - a. the expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order, or
 - b. if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48 or 49.52 RCW.
 - 8. The applicant or licensee is a person subject within the last ten years to a final and binding citation and notice of assessment from the Washington State Department of Labor and Industries for violations of chapters 49.46, 49.48 or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.

9. The applicant has violated the City's earned sick and safe leave ordinance, chapter 9.01 SMC, 5 times within the past 10 years.

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:**

01/04/2016

Date Rec'd

12/11/2015

Clerk's File #

ORD C35341

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4700-RENAMING CENTENNIAL ALLEY

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

An ordinance re-naming Centennial Alley from the west side of Elm St. to the south side of Summit Parkway and naming of the public alley in alignment with Centennial Alley on the east side of Elm St. to the south side of Summit Parkway, to "Centennial Way."

Summary (Background)

On December 9, 2015, the City Plan Commission held a public hearing to obtain public comments on the proposed street re-naming. After review of written comments received, the City Plan Commission recommended approval of the proposed street name change.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

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

PCED 11/16/15

Distribution List**Additional Approvals****Purchasing**

ORDINANCE NO. C35341

AN ORDINANCE renaming Centennial Alley from the west side of Elm Street to the south side of Summit Parkway and naming of the public alley in alignment with Centennial on the east side of Elm Street to the south side of Summit Parkway, to "Centennial Way."

WHEREAS, a roadway name shall be established or changed by Ordinance upon recommendation of the City Plan Commission, pursuant to the Spokane Municipal Code - Chapter 17D.050; and

WHEREAS, the City Plan Commission conducted a public hearing on December 9, 2015, to obtain public comments on the proposed street re-naming, and after close of public testimony, unanimously voted to recommend approval of the name change to the City Council of Spokane; -- Now, Therefore,

The City of Spokane does ordain:

1. Centennial Alley from the west side of Elm Street to the south side of Summit Parkway and the public alley in alignment with Centennial on the east side of Elm Street to the south side of Summit Parkway, shall be re-named "Centennial Way"; and
2. North Gorge Properties, LLC shall pay for the installation and maintenance of the street signage, which is located in public right-of-way; and
3. The roadway shall remain a public road and the Kendall Yards Homeowners Association will continue to maintain the roadway as noted on the face of the Kendall Yards 3rd Addition Plat.

PASSED BY THE CITY COUNCIL ON _____, 2015.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**STAFF REPORT ON
STREET NAME CHANGE APPLICATION
FILE NO. Z1500080STNC**

I. SUMMARY OF REQUEST AND RECOMMENDATION:

Description: An application was submitted by North Gorge Residential Properties, LLC for the renaming of Centennial Alley from the west side of Elm St to the south side of Summit Parkway AND naming of the public alley in alignment with Centennial on the east side of Elm St to the south side of Summit Parkway, to be renamed "Centennial Way."

Recommendation: Staff recommends approval of the street name change.

II. GENERAL INFORMATION:

- | | | |
|----|----------------------------|---|
| A. | Applicant: | North Gorge Residential Partners LLC
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019 |
| B. | Location of Proposal: | The subject property is the public right-of-way of Centennial Alley from the west side of Elm St to the south side of Summit Parkway the public alley in alignment with Centennial on the east side of Elm St to the south side of Summit Parkway |
| C. | Existing Zoning: | RMF (Residential Multi-Family) |
| D. | Land Use Plan Designation: | West of Elm is designated Residential 15-30, east of Elm is designated CC Core. |
| E. | SEPA Status: | Categorically Exempt |
| F. | Enabling Zoning: | SMC Chapter 17D.050 – Roadway Naming. |
| G. | Hearing Date: | November 18, 2015, 4:00 p.m. |
| H. | Staff Contact: | Tami Palmquist, 625-6157 |

III. DEPARTMENT REPORTS:

Notice and request for comments were sent to the City departments and outside agencies concerned with land development on October 29, 2015, and again on November 6, 2015. Copies of reports from those who responded to the notice and request for comments, if any, will be contained within the public record for this file and made part of this report by reference. Two responses were received from property owners along this stretch of right-of-way. Responses were also received from the Master Street Address Guide of Spokane County, the City of Spokane Public Safety GIS Specialist, the Spokane County GIS Manager, Spokane County Fire Dispatch Division Chief Atwood and City of Spokane Fire Chief Bobby Williams.

IV. CONCLUSIONS:

Procedure. The procedure for naming of roadways is detailed in SMC 17D.050.010 and outlined below:

17D.050.010 - Naming of Roadways – Procedure

- A. Any project permit action that results in a name being created to identify a new roadway, whether public or private, shall comply with the requirements of this chapter. The applicant will designate proposed roadway names. The Director of Planning shall review the proposed roadway names for consistency with this chapter.*
- B. Other than as provided in subsection (A) of this section, a roadway name shall be established or changed by ordinance upon recommendation of the Plan Commission. Any proposed roadway name change shall be consistent with the naming of roadways policy of SMC 17D.050.020.*
- C. Before submitting a proposed roadway name change to the Plan Commission, the Director of Planning shall cause the applicant to give notice to the owners of property fronting on the roadway, the United States Postal Service and emergency dispatching personnel, for the purpose of eliciting comments. The Director shall also cause the applicant to post notice pursuant to SMC 17G.060.120.*

Policy. The policy for naming of roadways is detailed in 17D.050.020 and outlined below:

17D.050.020 – Naming of Roadways – Policy.

- A. Only traveled ways that qualify as roadways may be named.*
- B. All roadways shall be named regardless of whether the ownership is public or private. Without limitation, this includes all roadways that are created within plats, short plats, binding site plans, PUDs and manufactured/mobile home parks. All named roadways shall meet the requirements outlined in SMC 17D.050.020(B)(1-11).*
- C. Roadway name suffixes will be assigned in reference to the nature of the roadway they are describing. The suffixes and corresponding abbreviations are outlined in SMC 17D.050.020(C)(1-14).*

Decision Criteria. The decision criteria for roadway name change is detailed in 17D.050.070 and outlined below:

17D.050.070 – Decision Criteria – Roadway Name Change

Roadway name changes should be approved only when they further the public interest or public safety, specifically in the dispatching of emergency vehicles. A change in the name of an existing roadway is subject to approval by the City Council. The City Council, subsequent to the recommendation of the Plan Commission, may grant a roadway name change if the proposed change is consistent with the policy for naming roadways found in SMC 17D.050.020.

Relevant Facts

Staff has reviewed the application and finds that the proposed street name change meets all the relevant criteria outlined in 17D.050.020 – Naming of Roadways – Policy.

With regards to comments received from emergency dispatch and GIS; Centennial Alley should be renamed to a street designation and not an alley designation so that it shows up in the GIS. The right-of-way measures 25 feet in width along the entire length in question and therefore meets the requirements of a roadway that can be named. The names of the two aligned streets should match, eliminating confusion. Specifically, the name change would further the public interest and public safety in the dispatching of emergency vehicles by eliminating a change in street name on a continuing street.

Therefore, the desired roadway name is specifically consistent with the criteria identified below:

17D.050.020(B)(2): Roadway names shall only change when there is a substantial intersection or significant “visual geometric cue.” Generally continuous roadways shall not be subdivided into segments with different names.

17D.050.020(C)(14): Way (Wy.): A curvilinear roadway.

Citizen Comments

Two comments have been received regarding the street name change. The comments, received by email, indicate that residents along the portion of roadway east of Elm, which are addressed with Elm addresses, are against the name change. Additional comments received, if any, will be presented at the Plan Commission public hearing.

VI. RECOMMENDATION

STAFF CONCLUSION: Based on the above findings, staff supports renaming the roadway “Centennial Way”.



Cannon

College

Elm

Bridge

Summit

Ohio

Falls

Lower Crossing

Main

Elm

- Legend**
- Parcels
 - Notification district
 - Application property

APPLICANT: City of Spokane

PROPOSAL: Renaming Centennial Alley to
Centennial Way
SE 1/4 13-25-42

Prepared by: WTC
Date prepared: 10/27/15
QC'd by:
Date QC'd:

**Spokane City Plan Commission
Findings of Fact, Conclusion, and Recommendation
Proposed Street Name Change for Centennial Alley under the Spokane Municipal
Code chapter 17D.050 Roadway Naming.**

A recommendation from the City Plan Commission to the City Council certifying that the Centennial Way Street Name Change is in conformance with the Spokane Municipal Code.

Findings of Fact:

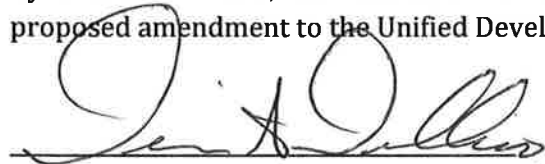
- A.** The City of Spokane, under the Spokane Municipal Code chapter 17D.050, is authorized to establish or change a roadway name by ordinance upon recommendation of the City Plan Commission.
- B.** North Gorger Properties filed a proper and sufficient Street Name Change Application to rename "Centennial Alley" to "Centennial Way" from the west side of Elm St to the south side of Summit Parkway and naming of the public alley in alignment with Centennial Alley on the east side of Elm St to the south side of Summit Parkway.
- C.** The proposed street name change was initiated and processed under the procedures set forth in SMC chapter 17D.050.
- D.** The City Plan Commission conducted a public hearing on December 9, 2015, to receive public comments on the proposed street renaming.
- E.** The City Plan Commission voted to recommend the proposed name of "Centennial Way" and forward this recommendation to the City Council.

Conclusion:

The "Centennial Way" street name change has been reviewed by the City Plan Commission and is found to be in conformance with the procedures, policy, and decision criteria for a street name change in Spokane Municipal Code chapter 17D.050.

Recommendation:

By a vote of 7 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.



**Dennis Dellwo, President
Spokane Plan Commission
December 9, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/10/2015
Clerk's File #	ORD C35342
Renews #	

Submitting Dept	BUSINESS & DEVELOPER SERVICES	Cross Ref #	
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700-AMENDING PORTIONS OF SMC 17G		

Agenda Wording

An ordinance relating to Administration and Procedures of the Unified Development Code (UDC); amending SMC sections 17G.010.070, 17G.010.160, 17G.025.010, 17G.050.310, 17G.060.075, 17G.060.210, 17G.060.240, 17G.080.020, 17G.080.040.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 11/16/15
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35342

An ordinance relating to Administration and Procedures of the Unified Development Code; amending SMC sections 17G.010.070, 17G.010.160, 17G.025.010, 17G.050.310, 17G.060.075, 17G.060.210, 17G.060.240, 17G.080.020, 17G.080.040

The City of Spokane does ordain:

Section 1. That SMC section 17G.010.070 is amended to read:

Section 17G.010.070 Eligibility of Applicants – Permits Issued Pursuant to the Land Use Codes

A. The laws of various jurisdictions impose requirements upon the persons doing some of the work and conducting some of the activities regulated by this title. Many of the acts regulated by this title affect real property interests. For these reasons applicants for the various permits, licenses, certificates, and other approvals are required to furnish varying data concerning their authority to make the application and perform the acts applied for. The City does not, however, assume responsibility for the accuracy of an applicant's representations concerning entitlement to the approval applied for. The issuance of a permit, license, certificate, or other approval to a person not otherwise authorized does not operate to confer such authority.

B. Building Permits.

To be eligible to obtain any of the various categories of "building" permits, one must be:

1. A contractor with a City of Spokane business license and an active contractor's license from the State of Washington Department of Labor and Industries that is appropriate for the work to be performed; or
2. The property owner as identified by the Spokane County Assessor records on condition that;
 - a. the owner is able to claim exemption from the State of Washington contractor registration requirements; and
 - b. all work is being performed by the owner and others as allowed by law, or by persons duly licensed or certified where required for the nature of the work.
 - c. Exception: Mechanical and boiler permits for any work involving gas piping, equipment, or appliances that are natural gas, liquid

propane gas, or oil fueled can only be issued to appropriately licensed contractors unless the property owner is currently licensed by the City of Spokane to install such piping, equipment, or appliances.

- ~~1. To be eligible for a building permit, a person must be either:~~
 - ~~a. a contractor currently holding a valid license or certificate of registration in the appropriate category; or~~
 - ~~b. able to claim under any exemption from the contractor registration act, other than that for occupants and owners of residential property, and be otherwise qualified; or~~
 - ~~c. the resident owner of a single-family residence.~~

~~2. Exception.~~

~~Additionally, an electrical permit may be issued to the owner of a commercial or industrial building for:~~

- ~~a. the alteration, change, or extension of electrical wiring, apparatus, or fixtures in existing buildings; or~~
- ~~b. wiring of apparatus, special equipment, or fixtures;~~

~~on condition that all work, if not done by an electrical contractor, be done by a licensed electrician who is regularly employed full time in the maintenance of the electrical system of the premises.~~

~~3. Exception.~~

~~The owner of an existing residential building, of combustible-type construction, not exceeding twelve dwelling units nor three stories in height, may for the purpose of occupancy by the owner or a tenant or lessee of the owner, but not for the purpose of sale when the property has been owner-occupied less than twelve months, obtain a permit to repair or remodel the building (including such work as framing, roofing, and sheetrock) and its electrical and plumbing systems, but not any work requiring a mechanical permit, on condition that all work be done by the owner-permittee and others as allowed by law, or persons duly licensed or certificated where required by law for the nature of the work.~~

C. Encroachments in Public Ways.

Applications for building projections, sidewalk openings, fences, or other encroachments under SMC 17G.010.140 must be made by or on behalf of all property owners as described in SMC 17G.010.070.

D. Certificates of Occupancy.

Applications for certificates of occupancy may be made by any owner, contractor, lessee, tenant, mortgagee, trust deed beneficiary, or representative having the right of possession or right-of-entry.

E. Safety Certifications.

Applications for safety or code compliance certifications may be made by any owner, contractor, lessee, tenant, mortgagee, trust deed beneficiary, or representative having the right of possession or right-of-entry.

F. Contractor Licenses.

The eligibility of licensees as contractors is set forth in SMC 17G.010.190.

G. Workers Licenses.

The eligibility of licensees as regulated workers is set forth in SMC 17G.010.200.

H. Special Construction Activities.

The eligibility of permittees for special construction activities is set forth in SMC 17G.010.210.

Section 2. That SMC section 17G.010.160 is amended to read:

Section 17G.010.160 Application for Approval of Encroachment

- A. When a structure or part thereof or appendage thereto, such as footings, balconies, marquees, awnings and architectural projections, is to project into, above, or below the right of way of any public way, the applicant shall conspicuously show the encroachment on the plans and specifications of the building permit application so as to demonstrate compliance with the requirements of chapter 32 (~~(UBC)~~) IBC.
- B. Any person who proposes to install any opening in a public sidewalk, such as an elevator or other structure with a door which opens vertically to the sidewalk, must make written application to the (~~(engineering services director)~~) City Engineer. The applicant shall furnish complete details of the construction and installation, including specifications for the door, hatch or other covering, and drawings showing the precise location of the opening with reference to the curblin, building line and existing utility lines and facilities.
- C. A property owner proposing to use such portion of the right-of-way of a public street or alley as is not used or needed presently or in the foreseeable future for public travel, for the purposes of constructing, installing or planting fences, hedges or similar improvements, shall make application to the (~~(department of building services)~~) Development Services Center in the form of an acknowledged agreement whereby the property owner covenants to remove the encroachment and restore the property to its former condition upon thirty days' notice by the City. (~~(The department of building services seeks the approval or disapproval of the application by the director of engineering services.)~~) Any department reviewing the application may require the

applicant to furnish a plot plan, plans and specifications, or other data required to properly evaluate the proposal.

Section 3. That SMC section 17G.060.240 is amended to read:

Section 17G.060.240 Expiration of Permits

- A. Table 17G.060-3 indicates the expiration provisions for land use permits within the City of Spokane.
- B. The term for a permit shall commence on the date of the hearing examiner or director's decision provided, that in the event the decision is appealed, the effective date shall be the date of decision on appeal. The term for a shoreline permit shall commence on the effective date of the permit as defined in WAC 173-27-090.
- C. A permit under this chapter shall expire if, on the date the permit expires, the project sponsor has not submitted a complete application for building permit or the building permit has expired.
- D. In accordance with WAC 173-27-090, the director may authorize a single extension before the end of the time limit for up to one year if a request for extension has been filed before the expiration date and notice of the proposed extension is given to the parties of record and to the department of ecology. The extension must be based on reasonable factors. Extensions of time for plats, short plats and binding site plan are subject to the extension provisions of SMC 17G.080.020(M) ~~((and (N)))~~.

Section 4. That SMC section 17G.050.310 is amended to read as follows:

Section 17G.050.310 Right of Appeal

- A. The applicant ~~((or))~~ or a person with standing as defined in chapter 17A.020 SMC may appeal to the hearing examiner a decision of the director of planning services, engineering services, the building official, the responsible official under SEPA as provided in SMC 17G.060.210 and the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230 by filing with the permit application department a written appeal within fourteen days of the date of the written decision.
- B. The applicant, a person with standing, or a City department may appeal ~~((to the city council any decision of the))~~ decisions of the hearing examiner ~~((, except as provided in))~~ as provided in SMC 17G.060.210. ~~((, by filing with the permit application department a written appeal within fourteen days of the date of the written decision of the hearing examiner.))~~

Section 5. That SMC section 17G.060.075 is amended to read as follows:

Section 17G.060.075 Shoreline Substantial Development Permit Letter of Exemption Procedure

- A. State law and the shoreline master program specifically exempt certain types of development from the requirement of obtaining a shoreline substantial development permit. The types of development that are exempted are listed in SMC 17E.060.3200 and WAC 173-27-040. No exempt development, use or activity shall be undertaken within the jurisdiction of the Shoreline Management Act (chapter 90.58 RCW or its successor) and the shoreline master program unless a statement of exemption has been obtained from the director. Burden of proof that a development or use is exempt from the permit process is on the applicant.
- B. Application procedure for a letter of exemption from a shoreline substantial development permit is the same as for any shoreline permit as defined in SMC 17G.060.070 with these additional application materials:
 - 1. Written explanation of exemption type as defined in SMC 17E.060.3200 and WAC 173-27-040.
 - 2. A contractor's bid to verify the total cost or fair market value of the proposal including labor and material, if the proposed exemption category is below the dollar threshold defined in WAC 173-27-040.
 - 3. A statement from a structural engineer licensed by the State of Washington to verify the need for immediate action, in order to address the imminent threat to public health and safety on the property, if proposed exemption category is for emergency construction as defined in WAC 173-27-040.
- C. All development within the shoreline, even when an exemption from the requirement of a substantial development permit is granted, must be consistent with the policies of the Shoreline Management Act and the shoreline master program. Conditions may be attached to the approval of a shoreline exemption in order to assure consistency of the project with the Shoreline Management Act and the shoreline master program (WAC 173-27-040).
- D. A letter of exemption from a shoreline substantial development permit is not always an exemption from a shoreline conditional use permit or a shoreline variance. A development or use that is listed as a conditional use pursuant to the SMP regulations or is an unlisted use, must obtain a conditional use permit even though the development or use does not require a substantial development permit. When a development or use is proposed that does not comply with the bulk, dimensional and performance standards of the master program, such development or use can only be authorized by approval of a variance (WAC 173-27-040).

- E. In the case of shoreline projects with federal permit review and upon completion of a letter of exemption, the director must submit to ecology:

1. Letter of exemption.
2. Site plan.
3. What is being approved; and
4. Conditions of approval.

It must also state the specific exemption provision from WAC 173-27-040 and SMC 17E.060.3200 and provide a summary of analysis of the consistency of the project with the SMP and the SMA. It shall contain any SEPA determination made and include the permit data sheet and transmittal letter form (WAC 173-27-990 Appendix A).

- F. The director shall review watershed restoration projects as defined in WAC 173-27-040 for consistency with the SMP and shall issue a decision along with any conditions within forty-five days of receiving from the applicant all materials necessary to review the request for exemption. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as defined in WAC 173-27-040.

Section 6. That SMC section 17G.060.210 is amended to read as follows:

Section 17G.060.210 Appeals

- A. The provisions of this section shall apply to any written order, requirement, permit, decision, or determination made under the land use codes. ~~((The hearing examiner shall consider the appeal in accordance with procedures set forth in chapter 17G.050 SMC and the hearing examiner's rules of procedure.))~~
- B. Appeal ~~((or request for reconsideration))~~ of a director's decision on a ~~((Type I and Type II))~~ project permit application is to the hearing examiner as an open record appeal, except appeals of building permits that are not related to the land use codes shall go before the building construction review board pursuant to chapter 4.06 SMC and appeals related to the fire code shall be heard by the fire code advisory board pursuant to chapter 4.08 SMC. The hearing examiner shall consider the appeal in accordance with procedures set forth in chapter 17G.050 SMC and the hearing examiner's rules of procedure.
- C. Appeal of ~~((the))~~ a hearing examiner's decisions ~~((on a Type III project permit application are))~~ is to superior court, except rezones, PUDs, preliminary long plats, and skywalk permits are appealable to city council as a closed record appeal hearing and are subject to the procedures in chapter 17G.050 SMC.

- D. Shoreline substantial development permits decisions, after final decision by the City, may be appealed within twenty-one days from the “date of filing” or the date of actual receipt by the Department of Ecology ~~((date the department of ecology receives the final decision))~~; appeal is made to the shorelines hearings board.
- E. Shoreline conditional use permits and shoreline variance permits may be appealed to the shorelines hearings board within twenty-one days from the “date of filing” or the date the decision of the Department of Ecology is transmitted to the City of Spokane ~~((date of transmittal by the department of ecology of the final decision to the City))~~. If, as a result of the appeal process, the project has been modified, the director must reissue the permit according to WAC chapter 173-27-130 and submit a copy of the reissued permit to the department of ecology.
- F. Except as otherwise provided, ~~((A))~~ appeals or requests for reconsideration from decisions ~~((or rulings))~~ shall be ~~((made))~~ filed within fourteen calendar days of the date of the ~~((written order))~~ decision. ~~((or within seven days of the date of issuance of the decision on a request for reconsideration.))~~ If the last day for filing an appeal falls on a weekend day or a holiday, the last day for filing shall be the next working day. The appeal or request for reconsideration is filed in the department that is responsible for the permit application, except an appeal to superior court must be filed as a land use petition to the court within twenty-one days of the date of the written decision is ~~((signed))~~ issued.
- G. An appeal or request for reconsideration ~~((of the director or hearing examiner))~~ shall take the form of a written statement of the alleged reason(s) the decision was in error, or specifying the grounds for appeal or reconsideration. The following information, accompanied by an appeal fee as specified in chapter 8.02 SMC, shall be submitted. All fees including transcript deposit fees must be paid by the appellant no later than the last day to file the appeal. The appellant shall pay the cost of a written transcript within five days of the receipt of the hearing examiner’s statement for the cost. An appeal application is not considered complete until all required fees are paid. Failure to timely pay all fees results in dismissal of the appeal with prejudice. The appeal or request for reconsideration application shall contain:
- a. file number of the decision;
 - b. an indication of facts that establish the appellant’s right to ~~((appeal or request reconsideration))~~ the relief requested;
 - c. an identification of exceptions and objections to the decision being appealed or reconsidered, or an identification of errors in fact or conclusion;
 - d. the requested relief from the decision being appealed or reconsidered;
 - e. any other information reasonably necessary to make a decision on the appeal or reconsideration;

- f. failure to set forth specific errors or grounds for appeal shall result in summary dismissal of the appeal or reconsideration request.
- H. The appeal or request for reconsideration is rejected if:
- a. it is filed by a person without standing as specified in chapter 17A.020 SMC;
 - b. an appeal decision is being sought from a decision-maker not authorized by this chapter to make such a decision;
 - c. it is not timely filed;
 - d. the appeal fees have not been paid; or
 - e. it is not filed in accordance with the procedures of this chapter.
- I. An appeal or request for reconsideration stays the underlying decision pending final disposal of the appeal (~~(or other requests for relief)~~), unless the action ordered in the decision is necessary to protect the public health or safety, or unless the appeal is required to be filed in superior court. Filing a suit or action in court does not stay the final decision unless and until the court, pursuant to RCW 36.70C.100, issues an order.
- J. Notice of Appeal.
 Notice of a hearing by the hearing examiner on an an (~~(request for reconsideration or)~~) appeal (~~(of a Type I or Type II project permit)~~) is given to the director, appellant, applicant, and any party of record. This notice is mailed through regular U.S. mail or personally served at least fourteen days prior to the hearing. The notice of appeal contains the following information:
- a. Location of the property including a map sufficient to clearly locate the site.
 - b. Description of the proposed action.
 - c. Name of the applicant.
 - d. Application name and number.
 - e. Decision made on the application, including the environmental threshold determination.
 - f. Name of the appellant if other than the applicant.
 - g. Date, time, and place of hearing.
 - h. A statement of whether the appeal is on the record or if new information will be allowed; and
 - i. Name, address, and office telephone number of the City official from whom additional information may be obtained.

Section 7. That SMC section 17G.080.020 is amended to read as follows:

Section 17G.080.020 General Provisions

A. Authority and Administration.

This chapter is adopted pursuant to chapters 36.70A and 58.17 RCW. The director is assigned the duty to administer, interpret and enforce the requirements of this chapter. The director establishes administrative rules and requires the use of such forms as needed for the administration of subdivision under this chapter.

B. Exemptions.

The provisions of this chapter shall not apply to:

1. cemeteries and other burial plots while used for that purpose;
2. divisions made by testamentary provisions, or the laws of descent; provided, that newly created parcels are subject to all zoning and building code regulations in effect at the time of the application;
3. the actions of governmental agencies, such as acquiring land for the purpose of adding to existing public road rights-of-way, creation of new public road rights-of-way, or other public road construction purposes;
4. a division of land pursuant to the requirements of RCW 58.17.035 for the purpose of lease or rent when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land;
5. the creation of condominium units pursuant to chapters 64.32 or 64.34 RCW;
6. acquisition of land by the City for:
 - a. such public purposes as a park, reservoir or other public utility facility when the site is surveyed and recorded as provided in chapter 58.09 RCW; or
 - b. Additional street right-of-way;
7. an adjustment of boundary lines in accordance with the provisions of this chapter.

C. Expiration of Approval.

~~((Approval of a preliminary subdivision, short subdivision or binding site plan shall automatically expire five years after preliminary approval is granted, except that a time extension may be granted))~~ A final plat, final short plat or final binding site plan meeting all requirements of Chapter 17G.080 Subdivisions shall be submitted to the director within the timelines of RCW 58.17.140. A time extension may be requested for a preliminary subdivision plat, preliminary short subdivision plat or preliminary binding site plan, as provided in subsection ((M)) (L) of this section.

D. Alteration, Vacation and Redivision of Final Plat, Short Plat or Binding Site Plan.

1. Alteration.

The alteration of any plat, short plat or binding site plan or portion thereof, except as provided in subsection (B)(7) of this section, is subject to the

procedures set forth in RCW 58.17.215. The hearing examiner pursuant to chapter 17G.050 SMC shall conduct the public hearing required under this statute. When the application is for an alteration that substitutes private streets for City street/right-of-way the applicant shall:

- a. obtain approval from the director of engineering services prior to application for alteration;
- b. if the director of engineering services denies the request for private streets, the applicant may apply for a street vacation as set forth in chapter 35.79 RCW. The approval of the street vacation is required prior to a decision on the alteration by the hearing examiner.

2. Vacation.

- a. When the application is for the vacation of the City street/right-of-way, the procedures for street vacation set forth in chapter 35.79 RCW shall be utilized. The city council shall conduct the public hearing required under this statute.
- b. When the application is for the vacation of the plat together with the City streets/right-of-way the procedure for vacation set forth in RCW 58.17.212 shall be utilized. The hearing examiner pursuant to chapter 17G.050 SMC shall conduct the public hearing required under this statute.

3. Redivision of Platted Lots.

- a. The division of a lot located in a recorded plat, binding site plan or short plat shall be processed as a new application in accordance with the provisions of this chapter. Lot lines within an existing subdivision may be adjusted in accordance with the procedures for SMC 17G.080.030, Boundary line adjustment, without redivision providing that no new or substandard lots are created.
- b. When the application is for a redivision which replaces private streets with City street/right-of-way, the applicant shall:
 - i. obtain approval from the director of engineering services prior to application for redivision;
 - ii. if the director of engineering services denies the request for private streets, the applicant may apply for a street vacation as set forth in chapter 35.79 RCW. The approval of the street vacation is required prior to a decision on the redivision by the hearing examiner.

E. Names of Plats, Short Plats and Binding Site Plans.

The name of a plat, short plat or binding site plan shall be approved by the director prior to the submittal of the final plat, short plat or binding site plan. A name that is similar to or the same as an existing recorded plat, short plat or binding site plan on file with the Spokane county auditor is not permitted. The following format shall be followed for naming plats, short plats and binding site plans:

1. Short plats: " _____ City Short Plat, File No. ____."
2. Plats:
 - a. City View Addition.
 - b. City View 1st Addition.
 - c. City View 2nd Addition.
 - d. City View 3rd Addition.
3. Binding site plans: " _____ BSP, File No. _____."

F. Street Names.

The names of all public and private streets shall be approved by the director of engineering services prior to recording of the plat, short plat or binding site plan and shall meet the requirements of chapter 17D.050 SMC.

G. Modification to a Preliminary Plat, Short Plat or Binding Site Plan.

A request to modify a preliminary plat, short plat or binding site plan that has received preliminary approval shall be submitted to the director.

1. Substantial Modifications.

Revisions that result in a substantial change, as determined by the director, shall be treated as a new application for purposes of vesting and concurrency and shall be reviewed and approved under the same process required for a preliminary subdivision, short subdivision or binding site plan. For the purpose of this section, substantial change includes:

- a. the creation of additional lots or the inclusion of additional area; or
- b. a significant change in the proposal, including changes in points of ingress or egress; or alteration of conditions of approval that leads to significant built or natural environmental impacts that were not addressed in the original approval;
- c. change of use.

2. Minor Modifications.

The following modifications are considered minor and may be approved administratively by the director:

- a. Engineering design that does not alter or eliminate features specifically required as a condition of preliminary subdivision approval;
- b. Changes in lot dimensions that are consistent with the underlying zone;
- c. A decrease in the number of lots to be created so long as the minimum lot size and minimum density of the underlying zone is maintained; or
- d. Changes in phasing plans that do not significantly impact the plat and are acceptable to the director of engineering services and non-City service providers.

H. Monument/Survey Data Requirements for Plats, Short Plats and Binding Site Plans.

1. All final plats, short plats and binding site plans shall be surveyed and monuments installed.
2. Every final plat, short plat and binding site plan shall show the following:
 - a. All monuments found, set, reset, replaced or removed, describing their kind, size and location and giving other data relating thereto.
 - b. Bearing trees, corner accessories or witness monuments, bearing and length of lines.
 - c. Any other data necessary for the intelligent interpretation of the various items and locations of the points, lines and areas shown.
 - d. Ties to adjoining surveys of record.
3. Every final plat, short plat and binding site plan shall conform to the following standards:
 - a. The allowable error of mathematical closure for the final plat map shall not exceed one foot in eighty thousand feet or 0.04 feet, whichever is greater.
 - b. Bearings and lengths are to be shown for all lines; no ditto marks are to be used.
 - c. Arrows shall be used to show limits of bearings and distances whenever any chance of misinterpretation could exist.
 - d. Plat boundary and street monument lines having curves shall show radius, arc, central angle and tangent for each curve and radial bearings where curve is intersected by a non-tangent line. Spiral curves shall show chord bearing and length.
 - e. Lots along curves shall show arc length and include angle (delta) along curve and radial bearings at lot corners where the lot line is non-radial. If a curve table is provided, it shall show the included angle (delta), radius, and arc length for each segment of the curve along each lot. Radial bearings on non-radial lot lines are still required. Radial bearings shall be provided for all non-tangent curves.
4. All dimensions shall be shown in feet and hundredths of a foot. All bearings and angles shall be shown in degrees, minutes and seconds.
5. When elevations are required on the final plat, permanent bench mark(s) shall be shown on the final plat in a location and on a datum plane approved by the director of engineering services.
6. The final plat shall indicate the actual net area for each platted lot exclusive of the right-of-way. Lots one acre and over shall be shown to the closest hundredth of an acre, and all other lots shall be shown in square feet.

I. Fees.

All applications shall include the fees set forth in chapter 8.02 SMC.

J. Enforcement and Penalties.

Any person, firm, corporation or association or any agent of any person, firm, corporation or association who violates any provision of this chapter or chapter 58.17 RCW relating to the sale, offer for sale, lease or transfer of any lot, tract or parcel of land, shall be guilty of a gross misdemeanor and each sale, offer for sale, lease or transfer of each separate lot, tract or parcel of land in violation of any provision of this chapter or any local regulation adopted pursuant thereto, shall be deemed a separate and distinct offense.

K. Appeals.

Appeals of this chapter shall be governed by chapters 17G.050 and 17G.060 SMC.

L. Extensions of Time.

An approved preliminary subdivision, short plat and binding site plan may receive a one-time, one-year time extension.

1. The applicant shall comply with all of the following:
 - a. The extension request shall be filed with the director at least thirty days prior to the expiration of the approval.
 - b. The applicant must have finalized at least one phase.
 - c. The application shall demonstrate that construction plans have been submitted and are under review for acceptance by the City prior to submission for extension or that the applicant is in the process of installing infrastructure for the development.
 - d. The project shall be consistent with the comprehensive plan.
 - e. The applicant shall demonstrate that there are no significant changes in conditions that would render approval of the extension contrary to the public health, safety or general welfare; and
 - f. Valid concurrency certificate.
2. The director shall take one of the following actions upon receipt of a timely extension request:
 - a. Approve the extension request if no significant issues are presented under the criteria set forth in this section.
 - b. Conditionally approve the application if any significant issues presented are substantially mitigated by minor revisions to the original approval; or
 - c. Deny the extension request if any significant issues presented cannot be substantially mitigated by minor revisions to the approved plan.
3. A request for extension approval shall be processed as a Type I action under chapter 17G.060 SMC.

M. Sunset Provision.

1. For subdivision applications with preliminary approval on or before the effective date of this ordinance, the time remaining to complete final plat approval for all lots is the remainder of the five years allowed by chapter 58.17 RCW. In this case, the applicant may receive a one-time extension of one year under the provisions of subsection (L) of this section.
2. For subdivision applications with final plat approval for one or more phases on or before the effective date of this ordinance, the time remaining to complete final plat approval for all lots is the greater of either the remainder of the five years allowed by chapter 58.17 RCW or three years from the effective date of the ordinance codified in this chapter.
3. Extensions of the Sunset Provision.
The director may grant five-year extensions to the time period under subsection (M)(2) of this section for preliminary subdivisions upon the following:
 - a. An application with supporting data for a time extension request must be submitted to the director no less than thirty days prior to the expiration of the preliminary subdivision.
 - b. The preliminary subdivision has a minimum of one hundred lots or dwelling units remaining to be finalized as of the effective date of the ordinance codified in this chapter.
 - c. The applicant must have finalized at least one phase including the installation of infrastructure and recording of lots, by the end of the three years granted under subsection (M)(2) of this section or since the last time extension.
 - d. The application shall demonstrate compliance with all of the following:
 - i. The project is consistent with the comprehensive plan.
 - ii. The project is consistent with current development standards; and
 - iii. The project has a valid concurrency certificate. This certificate may be based on a new review of the project or extension of an existing concurrency certificate.
 - e. Provided all of the conditions in subsections (M)(3)(a) through (d) of this section are met, the director may include additional or altered conditions and requirements to the preliminary plat approval. A time extension granted as a result of administration delays are not subject to additional or altered conditions.
 - f. The director shall issue a written decision approving or denying the time extension request and provide copies to affected agencies, the applicant and those parties requesting a copy of the decision. Appeals of the time extension shall be filed consistent with the provisions of chapter 17G.050 SMC.

Section 8. That SMC section 17G.080.040 is amended to read as follows:

Section 17G.080.040 Short Subdivisions

A. Predevelopment Meeting

A predevelopment meeting is required if the proposal is located in the central business district, unless waived by the director, and is recommended for all other proposals prior to submittal of the application. The purpose of a predevelopment meeting is to acquaint the applicant with the applicable provisions of this chapter, minimum submission requirements and other plans or regulations, which may impact the proposal.

B. Preliminary Short Plat Application and Map Requirements

1. Applications for approval of a preliminary short subdivision shall be filed with the director. All applications shall be submitted on forms provided for such purpose by the department. The director may waive specific submittal requirements determined to be unnecessary for review of the application. The application shall include the following:

- a. The general application.
- b. The supplemental application.
- c. The environmental checklist, if required under chapter 17E.050 SMC.
- d. Title report no older than thirty days from issuance from the title company.
- e. The filing fees as required under chapter 8.02 SMC.
- f. The required number of documents, plans or maps drawn to a minimum scale of one inch equals one hundred feet, on a sheet twenty-four by thirty-six inches, as set forth in the application checklist.
- g. A written narrative identifying consistency with the applicable policies, regulations and criteria for approval of the permit requested; and
- h. Additional application information which may be requested by the permitting department and may include, but is not limited to, the following: geotechnical studies, hydrologic studies, critical area studies, noise studies, air quality studies, visual analysis and transportation impact studies.
- i. One copy of the predevelopment conference notes (if applicable); and
- j. One copy of the notification district map.

2. Contents of Preliminary Short Plat Map

The preliminary short plat shall be prepared by a land surveyor and shall show the following:

- a. Plat name and the name of any subdivision to be replatted.

- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address and phone number.
- d. Legal description.
- e. Section, township and range.
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots and proposed density.
- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, together with the numbers proposed to be assigned each lot and block, and the dimensions, square footage and acreage of all proposed lots and tracts.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easements.
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.
- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.

- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters 17E.020, 17E.030, 17E.070 and 17G.030 SMC.
- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

C. Review of Preliminary Short Plat

The application shall be reviewed in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application.

D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application.

E. Preliminary Short Plat Approval Criteria

Prior to approval of a short plat application, the director shall find the application to be in the public use and interest, conform to applicable land use controls and the comprehensive plan of the City, and the approval criteria set forth in chapter 17G.060 SMC. The director has the authority to approve or disapprove a proposed preliminary short plat under the provisions of this chapter, subject to appeal as provided in chapters 17F.050 and 17G.060 SMC.

F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
 - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.
 - b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
 - c. Covenants, conditions and restrictions, if applicable; and
 - d. Fees pursuant to chapter 8.02 SMC.
2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.

- a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
 - i. A cover letter addressing the corrections, additions or modifications required.
 - ii. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and
 - iii. The required number of copies of the corrected final short plat map.
3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of ((silverstick)) mylar and bond copies of the recorded short plat with the director.

G. Final Short Plat Map Requirements

The subdivider shall submit to the director a final short plat in the same form and with the same content as the preliminary short plat, as provided in subsections (B)(1) and (2) of this section, with the following exceptions or additional requirements:

1. A final short plat shall contain all the information required of the preliminary plat, except the following:
 - a. Show existing buildings.
 - b. Show existing utility lines and underground structures.
 - c. Show the topographical elevations; or
 - d. Contain the names and addresses of adjoining landowners.
2. The final short plat shall include the following:
 - a. Surveyor's certificate, stamp, date and signature, as follows:

The following land surveyor's certificate to be shown on each sheet of the plat: "I, _____ registered land surveyor, hereby certify the plat of _____, as shown hereon, is based upon actual field survey of the land described and that all angles, distances, and courses are correctly shown and that all non fronting lot corners are set as shown on the plat. Monuments and fronting lot corners shall be set upon completion of the utility and street improvements.

Signed _____ (Seal)"

- b. A certification by the city treasurer, as applicable:
 - i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local

improvement assessments. Examined and approved, this _____ day of _____, 20__.

City of Spokane Treasurer”

- ii. “I hereby certify that the land described by this plat, as of the date of this certificate, is not subject to any delinquent local improvement assessment. Future installments, if any, shall remain due and payable and it shall be the responsibility of the owners to initiate the segregation of the LID assessment. Examined and approved, this _____ day of _____, 20__.

City of Spokane Treasurer”

- iii. “A preliminary local improvement assessment exists against this property. It shall be the responsibility of the owner’s to initiate the segregation of the LID assessment. After this assessment is finalized, it shall be due and payable. Examined and approved this _____ day of _____, 20__.

City of Spokane Treasurer”

- c. The certification by the planning director, as follows:
“This plat has been reviewed on this _____ day of _____, 20__ and is found to be in full compliance with all the conditions of approval stipulated in the Hearing Examiner’s/Planning Director’s approval of the preliminary plat # - -PP/SP.

City of Spokane Planning Director”

- d. The certification by the city engineer, as follows:
“Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this _____ day of _____, 20__.

City of Spokane Engineer”

- e. The certification by the Spokane county treasurer, as follows:
“I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved _____ day of _____, 20__.

Spokane County Treasurer”

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.
- g. Signature of every owner certifying that:

- i. the plat is made with the free consent and in accordance with the desires of the owners of the land;
 - ii. the owners are the owners of the property and the only parties having interest in the land and is not encumbered by any delinquent taxes or assessments;
 - iii. the owners adopt the plan of lots, blocks and streets shown;
 - iv. owner dedicates to the City and the City's permittees the easements shown for utilities and cable television purposes;
 - v. owner dedicates to the City the streets, alleys and other public places, including slope and construction easements and waives all claims for damages against any governmental authority including, without limitation, the City which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of any public way so dedicated; and
 - vi. owner conveys to the City as general City property the buffer strips adjoining unplatted property.
- h. The drawing shall:
- i. be a legibly drawn, printed or reproduced permanent map;
 - ii. if more than one sheet is required, each sheet shall show sheet numbers for the total sheets;
 - iii. have margins that comply with the standards of the Spokane county auditor;
 - iv. show in dashed lines the existing plat being replatted, if applicable;
 - v. show monuments in accordance with SMC 17G.080.020(H)(1);
 - vi. include any other information required by the conditions of approval; and
 - vii. include any special statements of approval required from governmental agencies, including those pertaining to flood hazard areas, shorelines, critical areas and connections to adjacent state highways.

H. Filing.

Once the final plat has been reviewed, approved and signed by the applicable departments, the applicant shall file the final short plat with the county auditor within ten days of approval. No permits shall be issued for a proposed lot until the required conformed copies of the short plat have been submitted to the planning services department.

I. Redivision.

No land within the boundaries of a short subdivision may be further divided in any manner which will create additional lots within a period of five years except by subdivision in accordance with SMC 17G.080.050

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

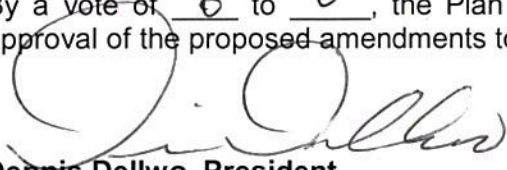
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/10/2015
Clerk's File #	ORD C35343
Renews #	

Submitting Dept	BUSINESS & DEVELOPER SERVICES	Cross Ref #	
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700-AMENDING SMC SECTIONS 17A.020.030 AND 17A.020.060		

Agenda Wording

An ordinance relating to definitions used in the Unified Development Code (UDC); amending SMC sections 17A.020.030 and 17A.020.060.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35343

An ordinance relating to definitions used in the Unified Development Code; amending SMC sections 17A.020.030 and 17A.020.060.

The City does ordain:

Section 1. That SMC section 17A.020.030 is amended to read as follows:

Section 17A.020.030 “C” Definitions

- A.
Candidate Species. A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.
- B.
Carport. A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.
- C.
Cellular Telecommunications Facility. They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.
- D.
Central Business District. The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.
- E.
Certificate of Appropriateness. Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.
- F.
Certificate of Capacity. A document issued by the planning services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL). An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use. For purposes of modification of a preliminary plat, “change of use” shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ). A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization. The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

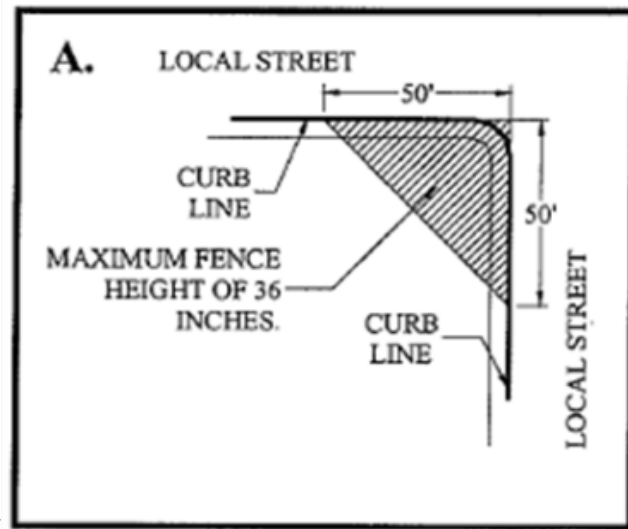
K. City. The City of Spokane, Washington.

L. Clear Street Width. The width of a street from curb to curb minus the width of on-street parking lanes.

M. Clear Pedestrian Zone. Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

N. Clear View Triangle. A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

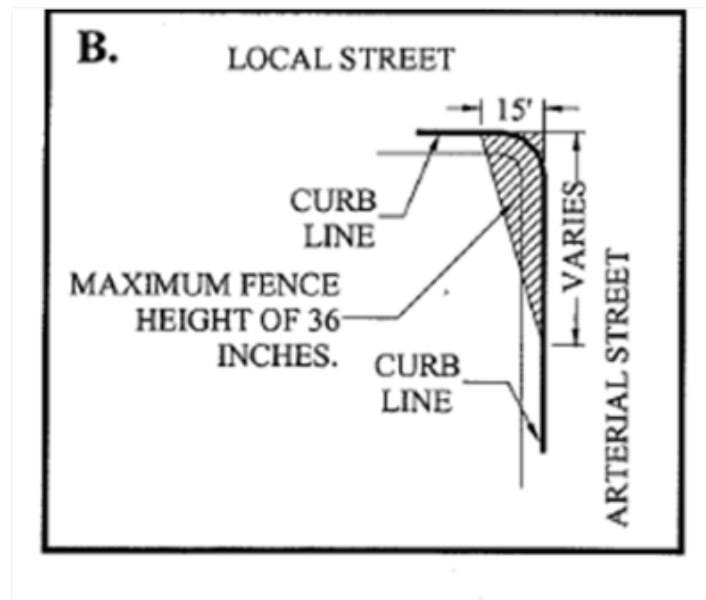
A right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street;



or

1.

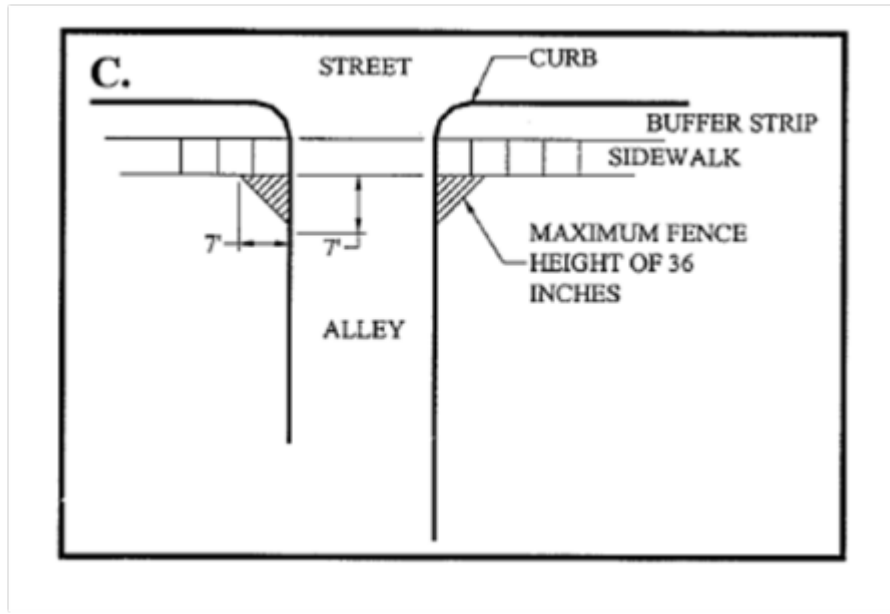
right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

a. the inside line of the sidewalk; or

- b. if there is no sidewalk, a line seven feet inside the curb line.



- O. **lear** Zone.
 An unobstructed, relatively flat area provided beyond the edge of the traveled way for the recovery of errant vehicles.

- P. **Clearing.**
 The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

- Q. **liffs.**
1. type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.
 2. "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley

walls where the most extensive erosion takes place at the base of the slope.

R. Closed Record Appeal Hearing.
A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

S. Collector Arterial.
A relatively low speed street serving an individual neighborhood.

1. Collector arterials are typically two-lane roads with on-street parking.
2. Their function is to collect and distribute traffic from local access streets to principal and minor arterials.

T. Co-location.
Is the locating of wireless communications equipment from more than one provider on one structure at one site.

U. Colony.
A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

V. Commercial Driveway.
Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

W. Commercial Vehicle.
Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

X. Commission – Historic Landmarks.
The City/County historic landmarks commission.

Y. Community Banner.
A temporary banner made of sturdy cloth or vinyl that is not commercial advertising that has the purpose of the promotion of a civic event, public service announcement, holiday decorations, or similar community and cultural interests and is placed on a structure located in the public right-of-way, subject to procedures authorized by city administrator.

Z. Community

Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

1. community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.
2. community meeting does not constitute an open record hearing.
3. the proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

AA. Compensatory

Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

1. restoration.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.
2. re-establishment.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.
3. rehabilitation.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a

degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

4.

reation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

5.

nhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6.

rotection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

AB.

Comprehensive

Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

AC. Conceptual Landscape Plan.
A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

7. The type of landscaping, L1, L2, or L3, is required to be labeled.
8. It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

AD. Concurrency Certificate.
A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

AE. Concurrency Facilities.
Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,
2. public water,
3. fire protection,
4. police protection,
5. parks and recreation,
6. libraries,
7. solid waste disposal and recycling,
8. schools, and
9. public wastewater (sewer and stormwater).

AF. Concurrency Test.
The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

AG. Conditional Use Permit.
A “conditional use permit” and a “special permit” are the same type of permit application for purposes of administration of this title.

AH. Condominium.
Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

AI. Confidential Shelter.
Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

AJ. Congregate Residence.
A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

AK. Conservancy Environments.
Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

AL. Container.
Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

AM. Context Areas
Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

AN. Conveyance.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

AO. Conveyance System.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements

of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

AP. Copy.
Letters, characters, illustrations, logos, graphics, symbols, writing, or any combination thereof designed to communicate information of any kind, or to advertise, announce or identify a person, entity, business, business product, or to advertise the sale, rental, or lease of premises

AQ. Cottage Housing.

1. A grouping of individual structures where each structure contains one dwelling unit.
2. The land underneath the structures is not divided into separate lots.
3. A cottage housing development may contain no less than six and no more than twelve individual structures in addition to detached accessory buildings for storing vehicles. It may also include a community building, garden shed, or other facility for use of the residents.

AR. Council.
The city council of the City of Spokane.

AS. County.
Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

AT. Covenants, Conditions, and Restrictions (CC&Rs).
A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

AU. Creep.
Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

AV. Critical Amount.
The quantity component of the definition of critical material.

AW. Critical Areas.
Any areas of frequent flooding, geologic hazard, fish and wildlife habitat,

aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

AX. Critical Facility.
A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

AY. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to:
 - a. domestic and industrial water supply,
 - b. agricultural irrigation,
 - c. stock water, and

- d. ish propagation.

Used herein, the designation is distinguished from state or other designation.

- 2. list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

AZ. Critical Material Activity.
A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials. A list of critical materials activities is contained in the Critical Materials Handbook.

BA. Critical Materials Handbook.

- 1. The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter. The handbook is based on the original prepared by the Spokane water quality management program ("208") coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.
- 2. The handbook, as approved and modified by the division director of public works and utilities , contains:
 - a. critical materials list,
 - b. critical materials activities list, and
 - c. ther technical specifications and information.
- 3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

BB. Critical Review.
The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for

protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

BC. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:

- a. application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
- b. application for a shoreline substantial development permit (SMC 17G.060.070(B)(1)).
- c. application for a certificate of occupancy (SMC 17G.010.170).
- d. application for a variance or a certificate of compliance (SMC 17G.060.070(A) or SMC 17G.060.070(B)(1)).
- e. application for rezoning (SMC 17G.060.070(A)).
- f. application for conditional permit (SMC 17G.060.070(A)).
- g. application for a business license (SMC 8.01.120).
- h. application for a permit under the Fire Code (SMC 17F.080.060).
- i. application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
- j. application for connection to the City sewer or water system.
- k. application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).

- l. application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
 - m. application involving a project identified in SMC 17E.010.120.
 - n. issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.
 - o. application for an underground storage tank permit (SMC 17E.010.210); and
 - p. application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).
2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

BD. Critical Review Applicant.
A person or entity seeking a critical review action.

BE. Critical Review Officer – Authority.

- 1. The building official or other official designated by the director of public works and utilities.
- 2. For matters relating to the fire code, the critical review officer is the fire official.
- 3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
- 4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.

5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter

BF. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

BG. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

BH. Curb Ramp.

A ramp constructed in the sidewalk to allow wheelchair access from the sidewalk to the street.

BI. Cutbank

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 2. That SMC section 17A.020.060 is amended to read as follows:

Section	17A.020.060	“F”	Definitions
A. Facade.	All the wall planes of a structure as seen from one side or view. For example, the front facade of a building would include all of the wall area that would be shown on the front elevation of the building plans.		
B. Facade	Easement. A use interest, as opposed to an ownership interest, in the property of another. The easement is granted by the owner to the City or County and restricts the owner’s exercise of the general and natural rights of the property on which the easement lies. The purpose of the easement is the continued preservation of significant exterior features of a structure.		
C. Facility	and	Service	Provider. The department, district, or agency responsible for providing the specific

concurrency

facility.

D. Factory-built Structure.

1. "Factory-built housing" is any structure designed primarily for human occupancy, other than a mobile home, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.
2. "Factory-built commercial structure" is a structure designed or used for human habitation or human occupancy for industrial, educational, assembly, professional, or commercial purposes, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.

E. Fair Market Value.

The open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services, and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead, and profit. The fair market value of the development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.

F. Fascia Sign.

A single-faced sign attached flush to a building or other structure or a sign consisting of light projected onto a building or other structure. Fascia signs do not include signs that are attached to or projected onto structures defined as sign structures by this chapter.

G. Feasible (Shoreline Master Program).

1. For the purpose of the shoreline master program, means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
 - a. The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
 - b. The action provides a reasonable likelihood of achieving its intended purpose; and
 - c. The action does not physically preclude achieving the project's primary intended legal use.
2. In cases where these guidelines require certain actions, unless they are infeasible, the burden of proving infeasibility is on the applicant.
3. In determining an action's infeasibility, the reviewing agency may weigh the action's relative public costs and public benefits, considered in the

short- and long-term time frames.

H. Feature.

To give special prominence to.

I. Feeder

Bluff.

Or “erosional bluff” means any bluff (or cliff) experiencing periodic erosion from waves, sliding, or slumping, and/or whose eroded sand or gravel material is naturally transported (littoral drift) via a driftway to an accretion shoreform; these natural sources of beach material are limited and vital for the long-term stability of driftways and accretion shoreforms.

J. Fill.

The addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high-water mark in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

K. Financial

Guarantee.

A secure method, in a form and in an amount both of which are acceptable to the city attorney, providing for and securing to the City the actual construction and installation of any improvements required in connection with plat and/or building permit approval within a period specified by the City, and/or securing to the City the successful operation of the improvements for two years after the City’s final inspection and acceptance of such improvements. There are two types of financial guarantees under chapter 17D.020 SMC, Financial Guarantees: Performance guarantee and performance/warranty retainer.

L. Fish

Habitat.

A complex of physical, chemical, and biological conditions that provide the life-supporting and reproductive needs of a species or life stage of fish. Although the habitat requirements of a species depend on its age and activity, the basic components of fish habitat in rivers, streams, ponds, lakes, estuaries, marine waters, and near-shore areas include, but are not limited to, the following:

1. Clean water and appropriate temperatures for spawning, rearing, and holding.
2. Adequate water depth and velocity for migrating, spawning, rearing, and holding, including off-channel habitat.
3. Abundance of bank and in-stream structures to provide hiding and resting areas and stabilize stream banks and beds.
4. Appropriate substrates for spawning and embryonic development. For stream- and lake-dwelling fishes, substrates range from sands and gravel to rooted vegetation or submerged rocks and logs. Generally, substrates must be relatively stable and free of silts or fine sand.
5. Presence of riparian vegetation as defined in this program. Riparian vegetation creates a transition zone, which provides shade and food sources of aquatic and terrestrial insects for fish.

6. Unimpeded passage (i.e., due to suitable gradient and lack of barriers) for upstream and downstream migrating juveniles and adults.

M. Flag.

A sign made of fabric or other similar non-rigid material supported or anchored along only one edge or supported or anchored at only two corners. If any dimension of the flag is more than three times as long as any other dimension, it is classified and regulated as a banner regardless of how it is anchored or supported. See also "Banner."

N. Float.

A floating platform similar to a dock that is anchored or attached to pilings.

O. Flood Insurance Rate Map or FIRM.

The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City.

P. Flood Insurance Study (FIS).

The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

Q. Flood or Flooding.

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland waters; or
2. The unusual and rapid accumulation of runoff of surface waters from any source.

R. Flood-proofing.

Structural provisions, changes, adjustments, or a combination thereof, to buildings, structures, and works in areas subject to flooding in order to reduce or eliminate the damages from flooding to such development and its contents, as well as related water supplies and utility facilities.

S. Floodway.

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. As defined under Section 90.58.030 RCW, or as amended.

T. Floor Area.

The total floor area of the portion of a building that is above ground. Floor area is measured from the exterior faces of a building or structure. Floor area does not include the following:

1. Areas where the elevation of the floor is four feet or more below the lowest elevation of an adjacent right-of way.
2. Roof area, including roof top parking.
3. Roof top mechanical equipment.
4. Attic area with a ceiling height less than six feet nine inches.
5. Porches, exterior balconies, or other similar areas, unless they are enclosed by walls that are more than forty-two inches in height, for fifty percent or more of their perimeter; and
6. In residential zones, FAR does not include mechanical structures, uncovered horizontal structures, covered accessory structures, attached accessory structures (without living space), detached accessory structures (without living space).

U. Floor Area Ratio (FAR).
The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area.

V. Focused Growth Area.
Includes mixed-use district centers, neighborhood centers, and employment centers.

W. Frame Effect.
A visual effect on an electronic message sign applied to a single frame to transition from one message to the next. This term shall include, but not be limited to scrolling, fade, and dissolve. This term shall not include flashing.

X. Freestanding Sign.
A sign on a frame, pole, or other support structure that is not attached to any building.

Y. Frontage.
The full length of a plot of land or a building measured alongside the road on to which the plot or building fronts. In the case of contiguous buildings individual frontages are usually measured to the middle of any party wall.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

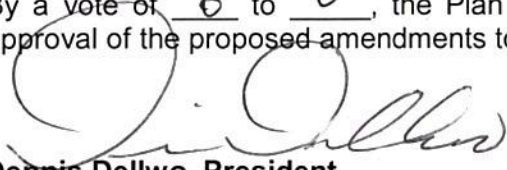
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/10/2015
Clerk's File #	ORD C35344
Renews #	

Submitting Dept	DEVELOPMENT SERVICES CENTER	Cross Ref #	
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700-AMENDING PORTIONS OF SMC SECTION 10		

Agenda Wording

An ordinance relating to Building Moving and Relocation; amending SMC sections 10.26.010, 10.26.020, 10.26.030, 10.26.040, 10.26.070, 10.28.020, 10.28.040, 10.28.050, 10.28.070, 10.28.080.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	jrichman@spokanecity.org	
Additional Approvals		tpalmquist@spokanecity.org	
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35344

An ordinance relating to Building Moving and Relocation; amending SMC sections 10.26.010, 10.26.020, 10.26.030, 10.26.040, 10.26.070, 10.28.020, 10.28.040, 10.28.050, 10.28.070, 10.28.080.

The City of Spokane does ordain:

Section 1. That SMC section 10.26.010 is amended to read as follows:

Section 10.26.010 Relocation Permit Required

A. A person needs a relocation permit issued by the ~~((building services department))~~ development services center to relocate or place a building or structure upon any property in the City.

B. The applicant must be either the owner of the building or a state-registered contractor.

C. The relocation permit is in addition to the building moving permit and the street obstruction permit as provided in SMC 17G.010.210(B) and (D) and chapter 12.02 SMC. While the moving and street obstruction permits are class III licenses under chapter 4.04 SMC, the relocation permit is a species of building permit.

Section 2. That SMC section 10.26.020 is amended to read as follows:

Section 10.26.020 Condition of Building

A. The ~~((director of building services))~~ building official inspects the building to determine whether it complies with the current building code.

B. If the building does not meet current code, the ~~((director))~~ building official either denies the relocation permit application or conditions the permit on rehabilitation, repair or alteration.

All work of rehabilitation, repair or alteration required by a relocation permit is subject to the normal permit requirements of Title ~~((44))~~ 17 SMC.

Section 3. That SMC section 10.26.030 is amended to read as follows:

Section 10.26.030 Compliance with Zoning

A. The ~~((director of building services))~~ building official inspects the site to which the building is to be moved and determines whether the relocated building would comply with the zoning code and all other applicable provisions of Title ~~44~~ 17 SMC.

1. If some approval, such as special permit from the hearing examiner, is required, the ~~((director))~~ building official may make such approval a precondition to the issuance of the relocation permit.

Section 4. That SMC section 10.26.040 is amended to read as follows:

Section 10.26.040 Conditions of Permit

- A. The ~~((director of building services))~~ building official imposes such conditions on the relocation permit as are reasonable and necessary to assure code compliance and promote the general welfare.
- B. Such conditions may include that all work in connection with the required rehabilitation, repair or alteration be completed within a certain time and that the owner of the building post a bond to secure the completion of such work.

Section 5. That SMC section 10.26.060 is amended to read as follows:

Section 10.26.060 Default

- A. If a default in the conditions of the permit is not timely cured, the building official applies the bond to either complete the work required to satisfy the permit conditions or demolish and remove the building, taking into account the standards and criteria contained in ~~chapter ((11.14))~~ 17F.070 SMC.
- B. After paying the costs of the work of completion or demolition, the building official retains twenty-five percent of the costs by way of reimbursement of administrative expense. Any money remaining is returned to the person who paid on the bond.

Section 6. That SMC section 10.26.070 is amended to read as follows:

Section 10.26.070 Building Moving – Additional Provisions

- A. Notwithstanding and in addition to the provisions of chapter 4.04 SMC, chapter 12.02 SMC and chapter 17G.010 SMC with respect to the permits for relocating a building, moving a building and obstructing a street, the moving of the building is subject to the further provisions of this section.
- B. The building official coordinates review and comment on the proposal among the City departments of police, development services center, engineering services, street, and among all utility companies having lines or other facilities along the proposed route.

- C. Before the moving permit is issued the building official incorporates, by endorsement or attachment, a written description of the approved route and the time and date of the move. At least fifteen days before the move the applicant must sign the permit thereby agreeing to:
1. the route and time frame;
 2. notifying the police department, the street department and affected utilities at least twenty-four hours in advance of the move; and
 3. reimburse the affected departments and utility companies for the actual costs of inspections, moving lines or otherwise enabling the move.

When the holder of a building moving permit gives notice as provided in this section, every owner of utility facilities is required to raise, remove and replace, bypass or take other reasonable action regarding such facilities to accommodate the moving of the building.

Section 7. That SMC section 10.28.020 is amended to read as follows:

Section 10.28.020 – License Class

Sidewalk café licenses are Class IIIE licenses and are subject to SMC Chapter 04.04.

Section 8. That SMC section 10.28.040 is amended to read as follows:

Section 10.28.040 – Application

- A. In addition to the information required by SMC 10.28.060 an application for a sidewalk café permit shall state:
1. The anticipated periods of use during the year, and the proposed hours of daily use, including Saturdays, Sundays and holidays; and
 2. Whether any liquor as defined in RCW 66.04.010(~~((6))~~) will be sold or consumed in the area to be covered by the permit.
- B. At the time of application the city engineer shall set a time (~~((and place))~~) for an administrative hearing at before which the public may offer objections to the issuance of the license.

Section 9. That SMC section 10.28.050 is amended to read as follows:

Section 10.28.050 – Notice to Abutting Property Owners

A. The applicant shall mail or serve a notice stating the:

1. Nature of the application;
2. Sidewalk area sought to be used; and
3. Date, time and place at which the city engineer will consider such application

At least ten days prior thereto, upon the owners, building managers and street level tenants of the properties that abut on the street segment that contains the sidewalk area sought to be used and that lie within the nearest intersections or depend upon such street segment for access, and shall file with the city engineer a copy of the notice mailed and a list of the persons to whom it was sent.

B. The city engineer shall prepare ~~((and post))~~ notices containing the aforesaid information ~~((upon any utility poles or other prominent place in the immediate vicinity and at the nearest intersection,))~~ and shall deliver to the applicant a public notice, which shall be posted in a window or on the building exterior of the adjacent property.

Section 10. That SMC section 10.28.070 is amended to read as follows:

Section 10.28.070 – Liquor Use and Sale

Liquor, as defined in RCW 66.04.010~~((46)))~~, as now existing or hereafter amended, may be used and sold at a sidewalk café when authorized in both the use permit provided for herein and by permit of the Washington State liquor control board, and not otherwise.

Section 11. That SMC section 10.28.080 is amended to read as follows:

Section 10.28.080 – Insurance Required

An applicant for a permit for a sidewalk café shall, prior to issuance of such a permit, provide and maintain in full force and effect while the permit is in effect, public liability insurance in the amount specified by SMC ~~((7.02.070))~~ 12.02.0718 to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of sidewalk area for sidewalk café purposes, naming the City as an additional insured.

The City of Spokane does ordain:

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

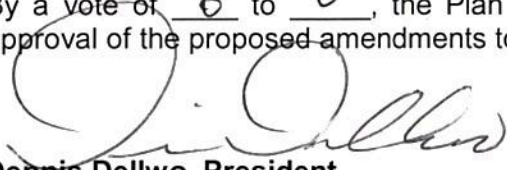
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/10/2015
Clerk's File #	ORD C35345
Renews #	

Submitting Dept	DEVELOPMENT SERVICES CENTER	Cross Ref #	
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700-AMENDING PORTIONS OF SMC SECTION 12		

Agenda Wording

An ordinance relating to Obstructions and Encroachments in the Public right-of-way; amending SMC sections 12.02.060, 12.02.0706, 12.02.0707, 12.02.0708, 12.02.0710, 12.02.0712, 12.02.0714, 12.02.0716, 12.02.0718, 12.02.0720, 12.02.0722, 12.02.0723,

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 11/16/15
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

12.02.0724, 12.02.0726, 12.02.0726, 12.02.0730, 12.02.0735, 12.02.0737, 12.02.0740, 12.02.0745,
12.02.0750, 12.02.0755, 12.02.0704

Summary (Background)

amendments by a unanimous vote.

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

ORDINANCE NO C35345

An ordinance relating to Obstructions and Encroachments in the Public right-of-way; amending SMC sections 12.02.060, 12.02.0706, 12.02.0707, 12.02.0708, 12.02.0710, 12.02.0712, 12.02.0714, 12.02.0716, 12.02.0718, 12.02.0720, 12.02.0722, 12.02.0723, 12.02.0724, 12.02.0726, 12.02.0726, 12.02.0730, 12.02.0735, 12.02.0737, 12.02.0740, 12.02.0745, 12.02.0750, 12.02.0755, 12.02.0704

The City of Spokane does ordain:

Section 1. That SMC section 12.02.060 is amended to read as follows:

Section 12.02.060 Fences and Hedges – Incidental Encroachments

Incidental encroachments upon the public right-of-way from private property not obstructing the use of the right-of-way may be permitted by ~~((the director of building services))~~ development services center manager as provided in SMC 17G.010.160. Such encroachments are revocable without compensation and create no vested rights.

Section 2. That SMC section 12.02.0706 is amended to read as follows:

Section 12.02.0706 Permits Required

- A. Obstruction of the public way is forbidden except by permit as provided in SMC 17G.010.210(D) and this article. Special uses for sidewalks are specifically treated in SMC 12.02.0730, et seq.
- B. In case of an emergency situation endangering the public health or safety requiring immediate obstruction and/or work in a public way, such obstruction and/or work may be accomplished without a permit, providing the director is notified as soon as practicable of the emergency situation and the activity necessary to correct the adverse condition. In such cases, permits will be required and issued for such activity, as may have been necessary, after the fact.
- C. City employees obstructing public ways in the performance of their official duties must first coordinate with the ~~((division of public works and utilities))~~ development services center in a manner prescribed by the director.

Section 3. That SMC section 12.02.0707 is amended to read as follows:

Section 12.02.0707 Master Annual Permit for High Volume Users

- A. In lieu of an individual permit for users whose estimated annual permit need is in excess of seven hundred permits per year under SMC 12.02.0706, an annual master permit may be issued as provided in this section and SMC 17G.010.210(D). Except as otherwise provided, all conditions of an individual permit apply to a master permit. A master annual permit is individually approved by the ~~((director of engineering services))~~ development services center manager.
- B. If the ~~((director of engineering services))~~ development services center manager deems in his sole discretion that the public convenience is not served by a master permit, an application may be denied or a master permit revoked. Denial or revocation of a master permit does not affect eligibility for an individual permit under SMC 12.02.0706.

Section 4. That SMC section 12.02.0708 is amended to read as follows:

Section 12.02.0708 Conditions of Permission

Permits to obstruct public ways are issued on the condition that:

- A. Permittees must repair, replace, and fully restore all portions of the public way affected by their activities
- B. Activity permitted hereunder may be suspended, terminated, or conditioned upon such terms as the director may require in the exercise of his responsibilities for the protection of the public safety and convenience of other public uses
- C. The original permit granted to a permittee functioning as a prime contractor shall cover the permittee's work and work to be done by all the permittee's subcontractors. If the work is not completed within the time constraints of the original permit, the permittee must obtain ~~((a new permit specifically))~~ an extension of the original permit for the work yet to be accomplished.
- D. All repairs, replacement, and restoration of a disturbed public way must be completed within the time specified on the permit. ~~((One extension of the permit up to a maximum of three working days, without charge, may be authorized, for reasonable cause, at the discretion of the director. Thereafter, a new permit will be required.))~~

Section 5. That SMC section 12.02.0716 is amended to read as follows:

Section 12.02.0716 Long Term Permits – Temporary Passageway

- A. Where a permit allows the obstruction, disturbance, or other such use of a public street, highway, or alley (including the sidewalk, if any) for an extended period of time and affecting a substantial portion of the public ways, as

determined by the ~~((director of engineering services))~~ development service center manager, said permit privileges will be established by the director in coordination with the street director. Each such request for an obstruction permit will be considered on its own merit and the limits established with due consideration for the needs of the permittee and for the interests of the public.

- B. Permits issued under this section are conditioned upon the permittee's continued safe maintenance of a temporary passageway for pedestrian use along the public way.
- C. Said temporary passageway shall be a minimum of four feet wide and shall extend from available permanent sidewalks, walkways, or specified pedestrian routes in the areas immediately adjacent to the permit area.
- D. Said temporary passageway shall be constructed of two-inch plank or other approved material laid lengthwise upon good and sufficient supports laid not more than three feet apart.
- E. The location of joining the temporary passageway to the regular sidewalk or pedestrian route must be even. The entire passageway must have a sturdy barrier or railing at least four feet high or other safe design approved by the ~~((director of building services))~~ building official.
- F. Where the temporary passageway abuts property with construction of structures higher than twenty feet, the passageway must be completely covered at a height of at least ten feet with two-inch plank or other approved material resting upon strong supporting joists well fastened and braced to strong posts on both sides.
- G. Chapter ~~((44 of the Uniform Building Code))~~ 33 of the International Building Code as adopted by the City controls over this section.

Section 6. That SMC section 12.02.0718 is amended to read as follows:

Section 12.02.0718 Insurance

- A. Permit applicants must furnish ~~((public))~~ general liability insurance ~~((with combined bodily injury and property damage limits in the amount of five hundred thousand dollars))~~ which meets the insurance requirements in a particular year to insure the applicant's operations to the extent they impinge upon or affect the public right of way and to protect the interests of the City. This shall not apply to public or private utilities certifying in writing that they are self-insured and pledging to fully defend and protect the City against any and all claims arising from or by reason of any negligent act or omission by the utility, in a like manner as an insurer.

- B. At the time of application, the applicant must furnish proof of such insurance, naming the City as an Additional Insured, and listed as such on the Certificate of Insurance (COI). The director shall require that such insurance be continuously maintained for a period of two (2) years from the date of project completion, and shall include ~~((with))~~ thirty (30) days' notice of insurance cancellation or any material change in insurance ~~((given))~~ timely provided to the director.
- C. The director may allow insurance coverage to be provided on an annual basis for master permit holders. The director may reduce or increase the amount of insurance coverage for smaller or larger jobs as the public interest and City Risk Department requires.

Section 7. That SMC section 12.02.0720 is amended to read as follows:

Section 12.02.0720 Performance Bond Requirements

Street obstruction bonds are specified in SMC 7.02.070 except:

- A. ~~((Where permitted activities involve cutting into or under any public way or removal of any portion of the same, a performance bond in the sum of ten thousand dollars is required prior to issuance of the permit.Said))~~ The performance bond shall provide surety for the performance of any and all necessary maintenance and repairs as may be required by the director at least two years after authorized activities are complete, or for such longer time as the director may determine to be reasonably necessary considering the degree and extent of permitted activities. In addition, the director may adjust the bond for larger or smaller jobs as the director may deem necessary and sufficient to protect the public interest in recurring repair and maintenance costs.
- B. ~~((The bond sum is five thousand dollars for permitted activities not involving cutting into or under any public way or removal of any portion of the same.))~~
[Deleted]
- C. The director may allow the posting of an annual bond in the amount of ten thousand dollars in lieu of other bonds required in this section. In addition, the director may adjust the bond for larger or smaller jobs as the director may deem necessary and sufficient to protect the public interest in recurring repair and maintenance costs or for other appropriate reasons.
- D. This shall not apply to private or public utilities certifying in writing that they are self-insured and pledging to be liable in similar manner and like amount for their acts and the acts of their agents.

- E. This section shall not apply to owners and/or occupants of residential premises performing yard maintenance and minor tree trimming work in the public way abutting their real property, so long as the public way is not an arterial or in the central business district.

Section 8. That SMC section 12.02.0724 is amended to read as follows:

Section 12.02.0724 Barriers and Traffic Control

- A. In case any public way is dug up, excavated, undermined, disturbed, or obstructed, or any obstruction placed thereon, the permittee and/or person causing the same shall erect and maintain around the site a good and sufficient barrier, and shall also maintain lighted amber lights during every night from sunset to daylight, at each end and safely around such obstruction.
- B. In cases where a permit allows for the encroachment upon or the closure of a traffic lane, the permittee will provide traffic-control measures as may be established by the ~~((engineering services director))~~ the development services center manager and/or the director of the street department.

Section 9. That SMC section 12.02.0730 is amended to read as follows:

Section 12.02.0730 Permits – Sidewalk Special Use

- A. Upon approved plans and specifications ~~((approved by the city council,))~~ the director may issue a permit for the placing in or upon the sidewalks of the City, plantings, ornamentals, or other beautification as the council may approve, or racks, stalls, or brackets for the parking, storage, or securing of bicycles or similar vehicles. Sidewalk cafes are permitted as provided in chapter 10.28 SMC. Signs are permitted as provided in chapter 17C.240 SMC.
- B. Before a sidewalk special use permit shall be issued, the person proposing to make such installation shall furnish proof of liability insurance coverage for such sidewalk use and the proposed installation, wherein the City is a named insured, for liability limits of not less than one hundred thousand dollars for any one personal injury, three hundred thousand dollars for all personal injury claims in any one accident and twenty-five thousand dollars for property damage.
- C. The director may reduce or increase the amounts of required insurance coverage as the public interest requires, depending on the size and nature of the permitted activity.

Section 10. That SMC section 12.02.0740 is amended to read as follows:

Section 12.02.0740 Fees – Notice of Commencing Work

- A. Fees are specified in SMC 8.02.065.
- B. The permittee shall give the ~~((engineering services department))~~ development services center twenty-four hours' notice of the permittee's intention to begin such work. Penalty for not notifying, in advance, to begin work will be considered the same as working without a permit.

Section 11. That SMC section 12.02.0755 is amended to read as follows:

Section 12.02.0755 Bus Benches/Transit Shelter Located in the Public Right-of-way

- A. Bus benches, transit shelters and other similar facilities utilized for the benefit of patrons of public transportation may be placed in the public right-of-way pursuant to the approval of the City and under the direction of the ~~((director of engineering services))~~ development services center manager.
- B. Bus bench signs at designated public transportation stops located in the public right-of-way shall be permitted, provided, however, that such signs shall have any necessary permits and comply with all applicable regulations set forth in the Spokane Municipal Code, interlocal agreements with a public transportation authority, and/or other rules or requirements.

Section 12. That SMC section 12.02.704 is amended to read as follows:

Section 12.02.704 Definitions

- A. "Public way" means any publicly dedicated or used highway, street, alley, or sidewalk.
- B. "Permittee" means any person to whom an obstruction permit is issued. Permits are not transferable and have no property value.
- C. "Office of primary responsibility" means the ~~((director of engineering services))~~ development services center manager, hereafter referred to as the director, who is the City official designated to administer this article. The director functions directly or through authorized agents, in coordination with other appropriate City agencies. The director is authorized to grant exceptions to, or impose conditions on, requirements herein, in the exercise of sound discretion, considering the requirements of permittees and the purpose of this article.
- D. "Obstruction of a public way" includes, but is not limited to, obstructions that may hinder the normal flow of pedestrian or street traffic or render the public way unsafe for current and necessary use such as:

1. trees, bushes, weeds or grass; and
2. accumulations of trash and debris including but not limited to litter, glass, and scrap materials.

The City of Spokane does ordain:

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

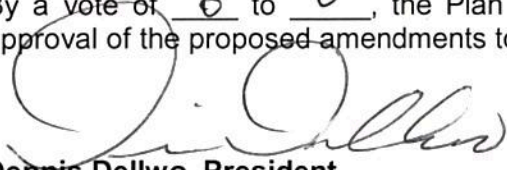
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/04/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35346

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4700-AMENDING PORTIONS OF SMC SECTION 17C

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

An ordinance relating to Land Use Standards of the Unified Development Code (UDC); amending SMC sections 17C.110.100, Table 17C.110-1, 17C.110.200, Table 17C.110-3, 17C.110.230, 17C.120.110, 17C.120.310, 17C.122.135, 17C.124.210, Table 17C.124-2,

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

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

PCED 11/16/15

Distribution List**Additional Approvals****Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

17C.124.310, 17C.130.310, 17C.200.020, 17C.200.040, 17C.200.050, 17C.230.140.

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35346

An ordinance relating to Land Use Standards of the Unified Development Code; amending SMC sections 17C.110.100, Table 17C.110-1, 17C.110.200, Table 17C.110-3, 17C.110.230, 17C.120.110, 17C.120.310, 17C.122.135, 17C.124.210, Table 17C.124-2, 17C.124.310, 17C.130.310, 17C.200.020, 17C.200.040, 17C.200.050, 17C.230.140.

The City of Spokane does ordain:

Section 1. That SMC section 17C.110.100, table 17C.110-1 is amended to read as follows:

TABLE 17C.110-1 RESIDENTIAL ZONE PRIMARY USES (Click here to view PDF)					
Use is: P - Permitted N - Not Permitted L - Allowed, but special limitations CU - Conditional Use review required	RA	RSF & RSF-C	RTF	RMF	RHD
RESIDENTIAL CATEGORIES					
Group Living [1]	L/CU	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P	P
COMMERCIAL CATEGORIES					
Adult Business	N	N	N	N	N
Commercial Outdoor Recreation	N	CU	CU	CU	CU
Commercial Parking	N	N	N	N	N
Drive-through Facility	N	N	N	N	N
Major Event Entertainment	N	N	CU	CU	CU
Office	N	N	N	CU[2]	CU[2]
Quick Vehicle Servicing	N	N	N	N	N
Retail Sales and Service	N	N	N	N	N
Mini-storage Facilities	N	N	N	N	N
Vehicle Repair	N	N	N	N	N
INDUSTRIAL CATEGORIES					
High Impact Uses	N	N	N	N	N

Industrial Service	N	N	N	N	N
Manufacturing and Production	N	N	N	N	N
Railroad Yards	N	N	N	N	N
Warehouse and Freight Movement	N	N	N	N	N
Waste-related	N	N	N	N	N
Wholesale Sales	N	N	N	N	N
INSTITUTIONAL CATEGORIES					
Basic Utilities [3]	L	L	L	L	L
Colleges	CU	CU	CU	P	P
Community Service	L[4]/CU	L[4]/CU	C[4]/CU	P	P
Daycare [5]	L	L	L	((L))P	((L))P
Medical Center	CU	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P	P
Religious Institutions	L[6]/CU	L[6]/CU	L[6]/CU	P	P
Schools	L[7]/CU	L[7]/CU	L[7]/CU	P	P
OTHER CATEGORIES					
Agriculture	L[8]	N	N	N	N
Aviation and Surface Passenger Terminals	N	N	N	N	N
Detention Facilities	N	N	N	CU	CU
Essential Public Facilities	CU	CU	CU	CU	CU
Mining	N	N	N	N	N
Rail Lines and Utility Corridors	CU	CU	CU	CU	CU
Notes:					
* The use categories are described in chapter 17C.190 SMC.					
* Standards that correspond to the bracketed numbers [] are stated in SMC 17C.110.110.					
* Specific uses and development may be subject to the standards in SMC 17C.320.080.					

Section 2. That SMC section 17C.110.200, table 17C.110-3 is amended to read as follows:

TABLE 17C.110-3 DEVELOPMENT STANDARDS [1]						
DENSITY STANDARDS						
	RA	RSF	RSF-C	RTF	RMF	RHD
Density - Maximum	4,350 (10 units/acre)	4,350 (10 units/acre)	4,350 (10 units/acre)	2,100 (20 units/acre)	1,450 (30 units/acre)	--
Density - Minimum	11,000 (4 units/acre)	11,000 (4 units/acre)	11,000 (4 units/acre)	4,350 (10 units/acre)	2,900 (15 units/acre)	2,900 (15 units/acre)
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:						

Multi-Dwelling Structures or Development						
	RA	RSF	RSF-C	RTF	RMF	RHD
Minimum Lot Area					2,900 sq. ft.	2,900 sq. ft.
Minimum Lot Width					25 ft.	25 ft.
Minimum Lot Depth					70 ft.	70 ft.
Minimum Front Lot Line					25 ft.	25 ft.
Attached Houses						
Minimum Lot Area [2]	7,200 sq. ft.	4,350 sq. ft.	3,000 sq. ft.	1,600 sq. ft.	1,600 sq. ft.	None
Minimum Lot Width	40 ft.	40 ft.	36 ft.	36 ft. or 16 ft. with alley parking and no street curb cut	Same	Same
Minimum Lot Depth	80 ft.	80 ft.	80 ft.	50 ft.	25 ft.	25 ft.
Minimum Front Lot Line	40 ft.	40 ft.	30 ft.	Same as lot width	Same as lot width	Same as lot Width
Detached Houses						
Minimum Lot Area [2]	7,200 sq. ft.	4,350 sq. ft.	3,000 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	None
Minimum Lot Width	40 ft.	40 ft.	36 ft.	36 ft.	25 ft.	25 ft.
Minimum Lot Depth	80 ft.	80 ft.	80 ft.	40 ft.	25 ft.	25 ft.
Minimum Front Lot Line	40 ft.	40 ft.	30 ft.	30 ft.	25 ft.	25 ft.
Duplexes						
Minimum Lot Area				4,200 sq. ft	2,900 sq. ft.	None
Minimum Lot Width				25 ft.	25 ft.	25 ft.
Minimum Lot Depth				40 ft.	40 ft.	25 ft.
Minimum Front Lot Line				25 ft.	25 ft.	25 ft.
PRIMARY STRUCTURE						
Maximum Building Coverage						
	RA	RSF	RSF-C	RTF	RMF	RHD
Lots 5,000 sq. ft. or larger	40%	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	50%	60%
Lots 3,000 - 4,999 sq. ft.	1,500 sq. ft. + 37.5% for portion of lot over 3,000 sq. ft.					
Lots less than 3,000 sq. ft.	50%					
Building Height						
Maximum Roof Height [4]	35 ft.	35 ft.	35 ft.	35 ft.	35 ft. [5]	35 ft. [5]
Maximum Wall Height	25 ft.	25 ft.	25 ft.	25 ft.	30 ft. [5]	--
Floor Area Ratio (FAR)						

FAR	0.5	0.5	0.5 [3]	0.5 [3]	--	--
Setbacks						
Front Setback [6, 7]	15 ft.					
Side Lot Line Setback – Lot width more than 40 ft.	5 ft.					
Side Lot Line Setback – Lot width 40 ft. or less	3 ft.					
Street Side Lot Line Setback [6]	5 ft.					
Rear Setback [8, 9]	25 ft.	25 ft.	15 ft.	15 ft.	10 ft.	10 ft.
Required Outdoor Area						
Required Outdoor Area for attached and detached houses. Minimum dimension (See SMC 17C.110.223)	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	200 sq. ft. 10 ft. x 10 ft.	48 sq. ft. 7 ft. x 7 ft.
ACCESSORY STRUCTURES						
	RA	RSF	RSF-C	RTF	RMF	RHD
Maximum Roof Height	30 ft.	20 ft.	20 ft.	20 ft.	35 ft.	35 ft.
Maximum Wall Height	30 ft.	15 ft.	15 ft.	15 ft.	35 ft.	35 ft.
Maximum Coverage [10]	20%	15%	15%	15%	See Primary Structure	See Primary Structure
Front Setback	20 ft.					
Side Lot Line Setback – Lot width 40 ft. or wider [11]	5 ft.					
Side Lot Line Setback – Lot width less than 40 ft. [11]	3 ft.					
Street Side Lot Line [12]	20 ft.					
Rear [11]	5 ft.					
Rear with Alley	0 ft.					
<p>Notes:</p> <p>-- No requirement</p> <p>[1] Plan district overlay zone or SMC 17C.110.300, Alternative Residential Development, may supersede these standards.</p> <p>[2] Lots created through subdivision in the RA, RSF and the RSF-C zones are subject to the lot size transition requirements of SMC 17C.110.200(C)(1).</p> <p>[3] FAR may be increased to 0.65 for attached housing development only.</p> <p>[4] No structure located in the rear yard may exceed ((seventeen)) twenty feet in height.</p> <p>[5] Base zone height may be modified according to SMC 17C.110.215, Height.</p>						

- [6] Attached garage or carport entrance on a street is required to be setback twenty feet from the property line.
- [7] See SMC 17C.110.220(D)(1), setbacks regarding the use of front yard averaging.
- [8] See SMC 17C.110.220(D)(2), setbacks regarding reduction in the rear yard setback.
- [9] Attached garages may be built to five feet from the rear property line except, as specified in SMC 17C.110.225(C)(6)(b), but cannot contain any living space.
- [10] Maximum site coverage for accessory structures is counted as part of the maximum site coverage of the base zone.
- [11] Setback for a detached accessory structure and a covered accessory structure may be reduced to zero feet with a signed waiver from the neighboring property owner, except, as specified in SMC 17C.110.225(C)(5)(b).
- [12] The setback for a covered accessory structure may be reduced to five feet from the property line.

Section 3. That SMC section 17C.110.230 is amended to read as follows:

Section 17C.110.230 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets, and enhance the appearance of property by providing attractive landscape materials. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.

B. Types of Fences.

The standards apply to walls, fences, trellises, arbors, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location.

1. Front Lot Line.

Fences up to forty-two inches high are allowed in required front lot line setbacks.

2. Sides and Rear Lot Line.

Fences up to six feet high are allowed in required sides or rear lot line setbacks. Except in an instance where a rear lot line joins the front lot line of another lot, the fence must be either:

- a. forty-two inches high or less, or

- b. right isosceles triangle having sides of seven feet measured along the right-of-way line of a side yard and the front property line.

3. Other.

The height for fences that are not in required building setbacks is the same as the height limits of the zone for detached accessory structures in Table 17C.110-3.

4. Alleys.

Fences shall not obstruct the clear width required in SMC 17H.010.130(G).

D. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

E. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, Constantine, or razor wire in the RSF, RTF, RMF, or RHD zones. In the RA zone, up to three strands of barbed wire are allowed for agricultural, farming or animal uses.
2. No person may construct or maintain a fence or barrier charged with electricity in the RSF, RTF, RMF, or RHD zones. In the RA zone, the use is permitted for the containment of livestock only.
3. A fence, wall, or other structure shall not be placed within the public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.

4. Fence Setbacks.

a. Arterial Street.

No fence may be closer than twelve feet to the curb of an arterial street.

b. Local Access Street.

No fence may be closer than the back of the sidewalk on a local access street. If there is no sidewalk, the fence shall be setback seven feet behind the face of the curb of a local access street.

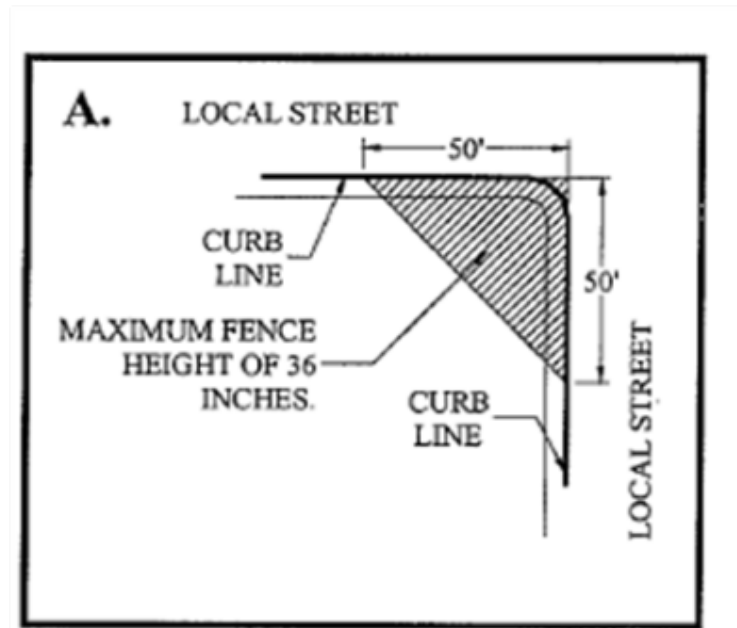
F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate, may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

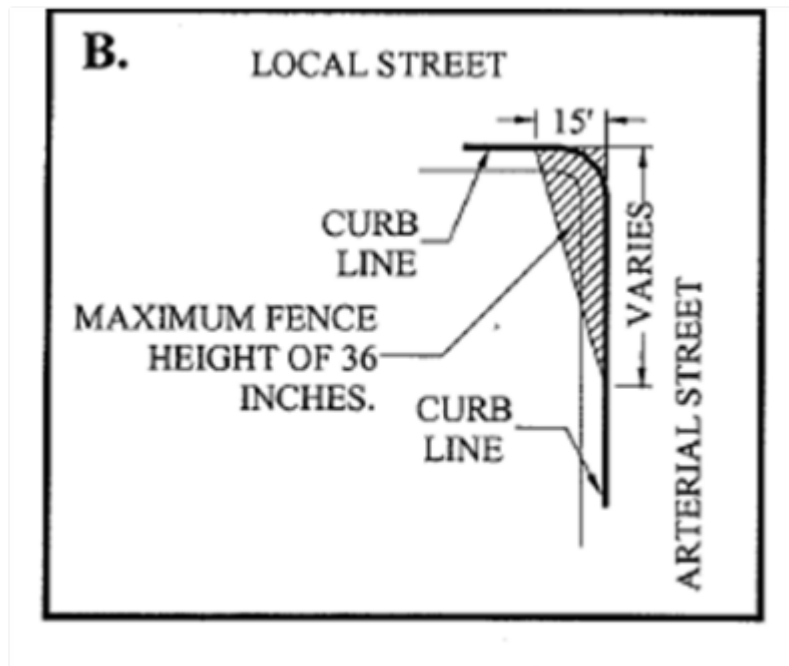
G. Visibility at Intersections.

A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

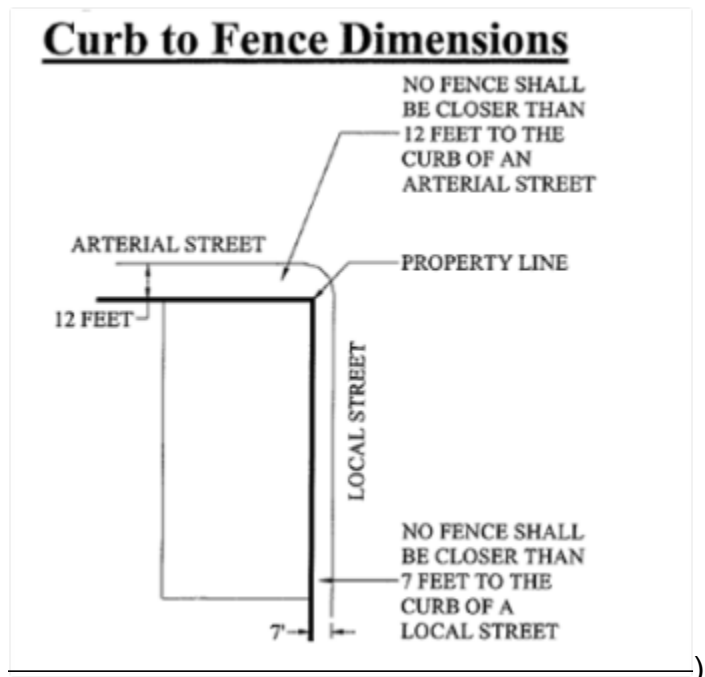
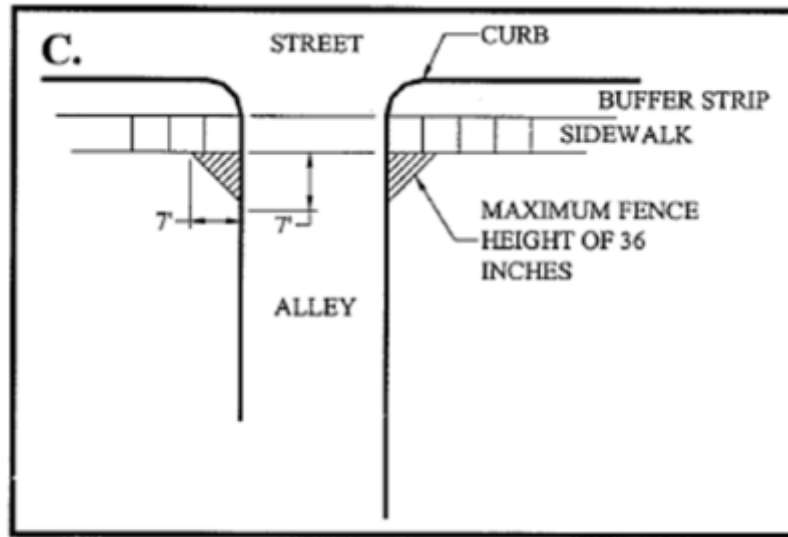
1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))~~ all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level ~~((exceeding a height of thirty-six inches above the curb. may be inside the:—~~
 - a. ~~right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~



- b. ~~right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty five miles per hour, the triangle has a side along such arterial of one hundred twenty two feet; or~~



- c. ~~right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:-~~
- i. ~~the inside line of the sidewalk; or~~
 - ii. ~~if there is no sidewalk, a line seven feet inside the curb line.~~



Section 4. That SMC section 17C.120.110 is amended to read as follows:

Section 17C.120.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from Table 17C.120-1.

1. Group Living.

This regulation applies to all parts of Table 17C.120-1 that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of Table 17C.120-1 that have a [2]. Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

This regulation applies to all parts of Table 17C.120-1 that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use.

4. Drive-through Facility.

This regulation applies to all parts of Table 17C.120-1 that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of SMC 17C.120.290 and SMC 17C.325.

5. Quick Vehicle Servicing.

This regulation applies to all parts of Table 17C.120-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.120.290.

6. Retail Sales and Service Uses Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [6]. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:

- a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.
- b. Uses not within an office building which are listed as sales-oriented under SMC 17C.190.270(C), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.
- c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under SMC 17C.190.270(C), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [7]. The limitations are stated in SMC 17C.120.280.

8. Industrial Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning director determines that the proposed use will not be able to comply with the off-site impact standards of chapter 17C.220 SMC, the planning director may require documentation that the development will be modified to conform with the standards.

- a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking area.
- b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.

- c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of Table 17C.120-1 that have an [9]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [10]. Outdoor display, storage or use of industrial equipment, such as tools, equipment, vehicles, products, materials or other objects that are part of or used for the business operation is prohibited.

11. [Deleted]

12. **[Deleted]**

13. Mobile Food Vending.

This standard applies to all parts of [Table 17C.120-1](#) that have a [13]. All mobile food vendors shall have a valid mobile food vending license issued pursuant to [SMC 10.51.010](#) Mobile Food Vendors.

Section 5. That SMC section 17C.120.310 is amended to read as follows:

Section 17C.120.310 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Types of Fences.

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the

back of the curb, consistent with the required sidewalk width of SMC 17C.120.230.

- a. Measured from Front Lot Line.
Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.
- b. Measured from a Side Lot Line.
Fences up to six feet high are allowed in a required setback that is measured from a side lot line.

2. Side and Rear Structure Setbacks.
Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.
3. Not in Setbacks.
The height for fences that are not in required setbacks is the same as the regular height limits of the zone.
4. Sight-obscuring Fences and Walls.
Sight-obscuring fences, walls and other structures over three and one-half feet high, and within fifteen feet of a street lot line are subject to SMC 17C.120.570, Treating Blank Walls – Building Design.

D. Prohibited Fences.

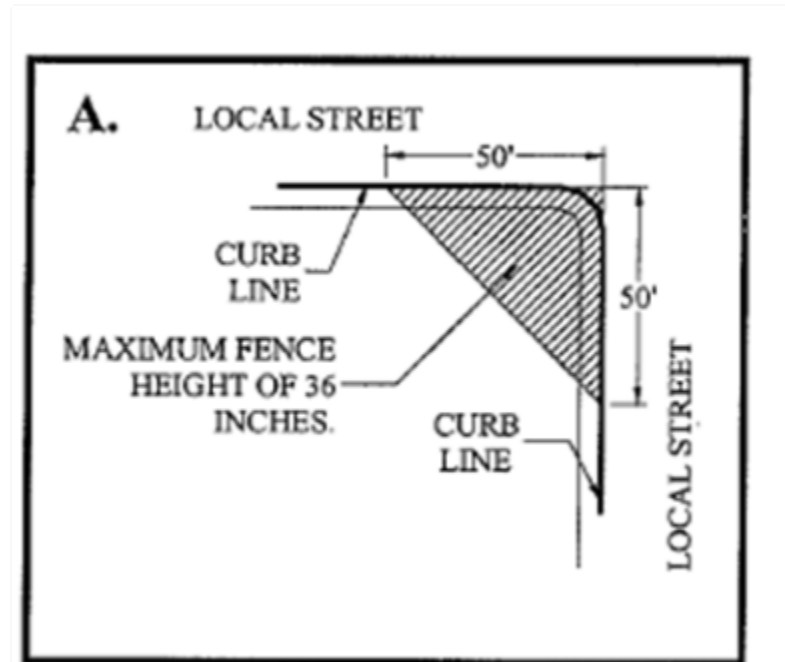
1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that in a CB or GC zone up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.
2. No person may maintain a fence or barrier charged with electricity.
3. A fence, wall or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

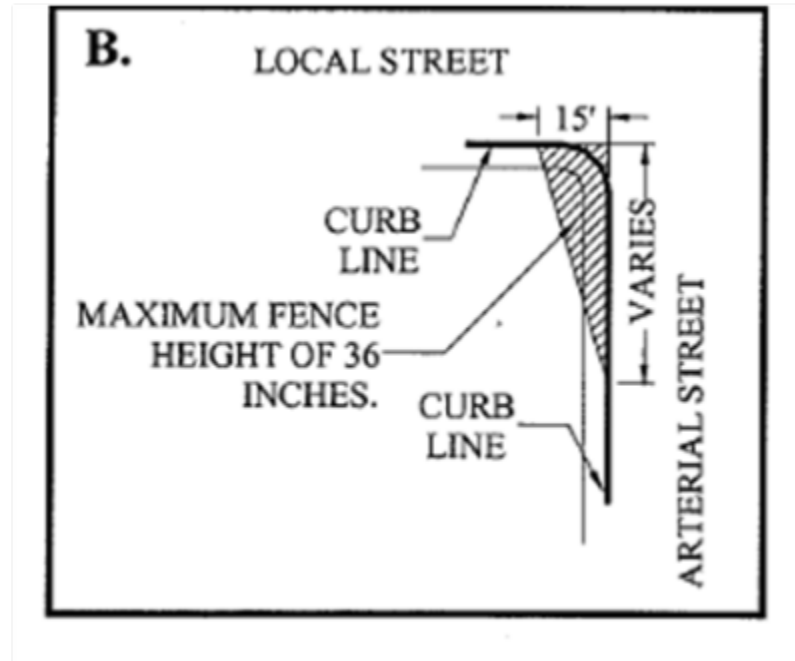
1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))~~ all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view

zone between three and eight feet from ground level ((exceeding a height of thirty-six inches)) above the curb_ ((may be inside the_

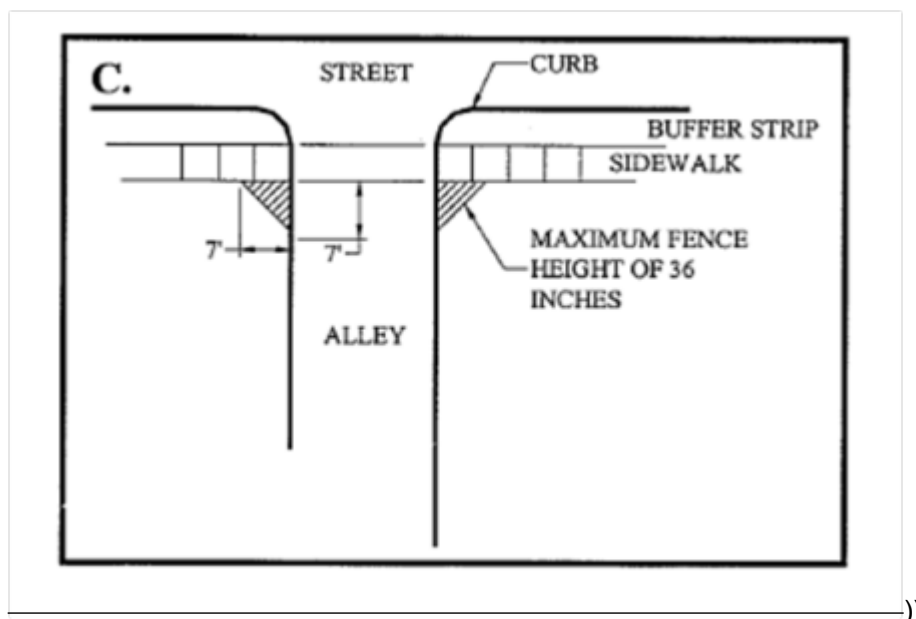
- a. a right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or



- b. right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



- c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:-
- i. the inside line of the sidewalk; or
 - ii. if there is no sidewalk, a line seven feet inside the curb line.



F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible to small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any Door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence

Section 6. That SMC section 17C.122.135 is amended to read as follows:

Section 17C.122.135 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Type of Fences.

The standards apply to walls, fences, and screens of all types whether

open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured From Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured From a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not In Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or nonrequired sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall either be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening), or meet the treatment of blank walls intent outlined in SMC 17C.122.060 – Initial Design Standards and Guidelines for Center and Corridors.

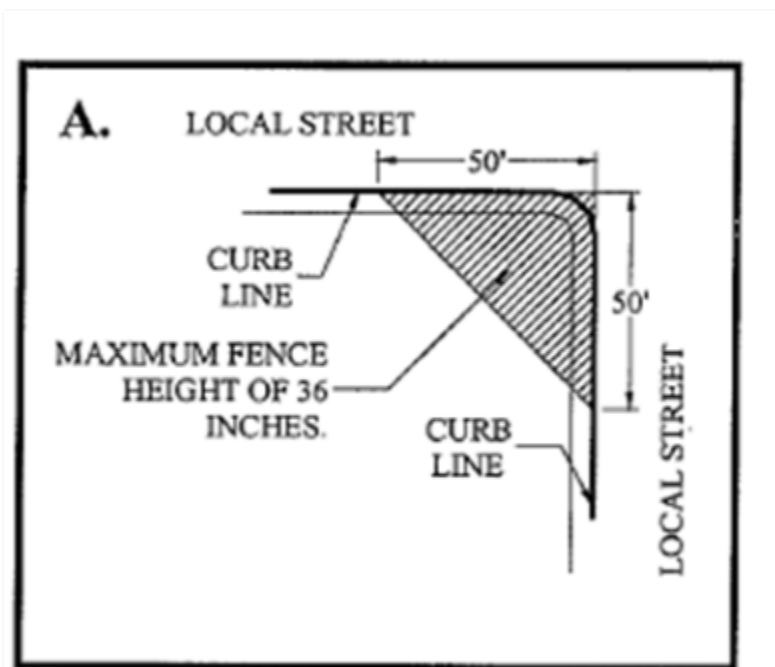
D. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.
2. No person may maintain a fence or barrier charged with electricity.
3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.

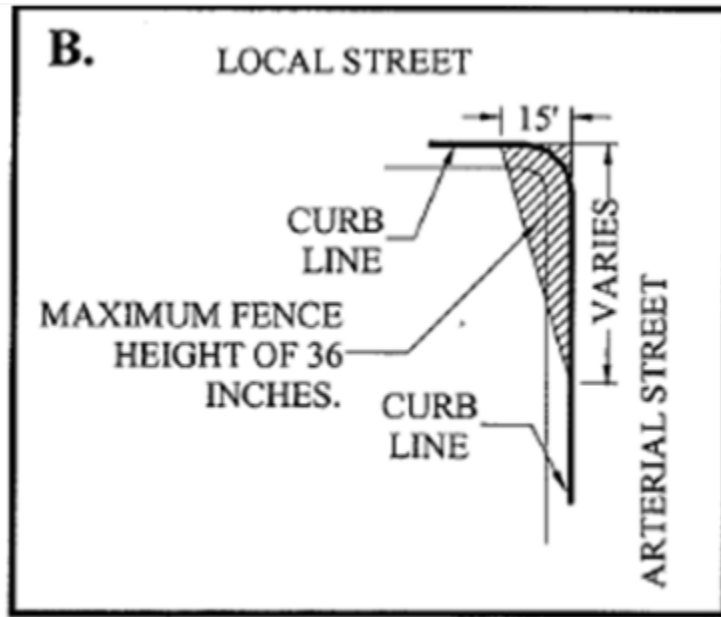
4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

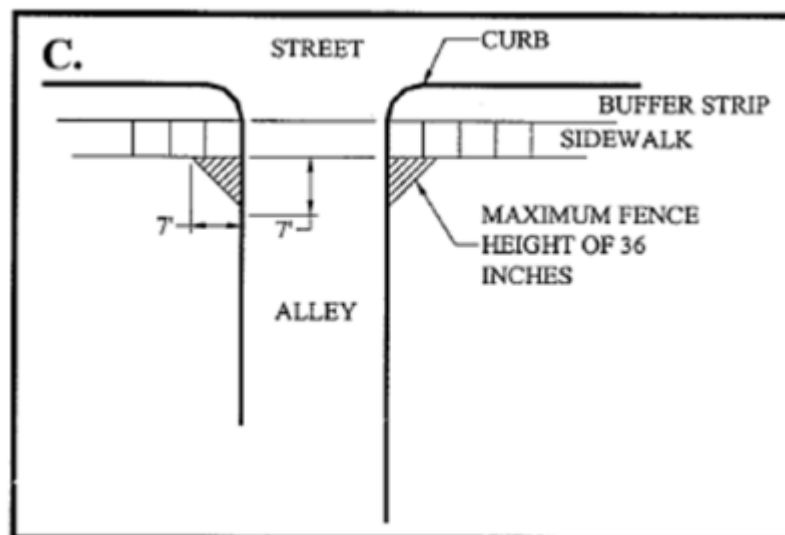
1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))~~ all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level~~((exceeding a height of thirty-six inches above the curb_ may be inside the:-~~
 - a. ~~a. right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~



- b. ~~right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or~~



- c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
- the inside line of the sidewalk; or
 - if there is no sidewalk, a line seven feet inside the curb line.



F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond or other impoundment of water exceeding five thousand gallons and eighteen inches or more in a depth and located on private property is required to construct and maintain an approved fence by which the pool or water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be fifty-four inches above the ground.
6. Outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

Section 7. That SMC section 17C.124.210, table 17C.124-2 is amended to read as follows:

Table 17C.124-2 Development Standards [1]				
Standard	DTC (Downtown Core)	DTG (Downtown General)	DTU (Downtown University)	DTS (Downtown South)
Maximum FAR [2]	No Limit	6	6	4
Maximum height [3]	No Limit	12 Stories [3]	12 Stories [3]	12 Stories [3]
Minimum setback from street lot line [4,5]	0 ft.	0 ft.	0 ft.	0 ft.
Minimum setback from	10 ft.	10 ft.	10 ft.	10 ft.

R-zoned lots [5]				
Minimum setback from lot lines [5]	0 ft.	0 ft.	0 ft.	0 ft.
((Minimum-lot size))	((2,500-sq.ft.))	((2,500-sq.ft.))	((2,500-sq.ft.))	((2,500-sq.ft.))
Minimum front lot line	((25)) <u>10</u> ft	((25)) <u>10</u> ft.	((25)) <u>10</u> ft.	((25)) <u>10</u> ft.
((Minimum-lot depth))	((80 ft.))	((80 ft.))	((80 ft.))	80 ft.
Landscaping required [6]	[6]	[6]	[6]	[6]
Parking required [7]	[7]	[7]	[7]	[7]
<p>Notes:</p> <p>[1] Plan district or overlay zone standards may supersede these standards.</p> <p>[2] The FAR limits apply to non-residential development. There is no FAR limit for residential uses under the maximum height limit.</p> <p>[3] These standards apply within downtown zones that do not have a specific height specified on the zoning map. Additional height, massing, and bonus height standards are found within SMC 17C.124.220, Height and Massing.</p> <p>[4] These standards may be superseded by the required minimum sidewalk width. See SMC 17C.124.230. No permanent encroachments into the right-of-way are allowed at ground level.</p> <p>[5] Structure setbacks are measured from the lot line.</p> <p>[6] This part of the table is for general information purposes only; see chapter 17C.200 SMC, Landscaping and Screening, for the specific standards.</p> <p>[7] This part of the table is for general information purposes only; see chapter 17C.230 SMC, Parking and Loading, for the specific standards.</p>				

Section 8. That SMC section 17C.124.310 is amended to read as follows:

Section 17C.124.310 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists.

B. Types of Fences.

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Fencing along streets, alleys, and pedestrian connections. No fence over three and one-half feet in height is allowed within the right-of-way or the required sidewalk width of SMC 17C.124.230.

- a. Measured from the lot line or required sidewalk width, fencing up to six feet high is allowed within the first two feet behind the lot line or required sidewalk width. Greater than two feet back from the street lot line and the required sidewalk width; fencing is subject to the building heights for the zone.

- b. Within two feet of a pedestrian connection through the interior of a site or block, fences are limited to three and one-half feet in height.

2. Fencing shall be behind any required parking lot or site perimeter landscaping.

3. Fencing Material and Color.

Colors shall complement the primary color of the development and shall not be so extreme in contrast or intensity that the color competes with the building for attention. Proposed fencing materials and colors that differ from these standards are subject to an administrative design review process.

- a. Fence color within the public right-of-way or visible from streets shall be a dark material, preferable black or dark matte finish earth tones. Dark earth tone colored fence materials are preferred. (P)

- b. Fencing shall be of a durable material. (P)

- c. Fence materials within the public right-of-way or within eight feet of a street lot line may be wrought iron or similar in appearance, aluminum, metal, or other durable material that meets the objective. (P)

- d. Walls visible from streets shall be masonry, stone, or brick construction. Masonry walls shall have a stucco finish or a textured manufactured finish such as “split face” or “fluted” block. (P)

- e. Chain link fencing is not allowed that is visible from and/or adjacent to a public street. Chain link fencing must be painted or vinyl coated and all part must be a uniform dark matte color such as black or other dark color.
- 4. Sight-obscuring Fences and Walls.
Sight-obscuring fences, walls, and other structures over three and one-half feet high and visible from a street are subject to SMC 17C.124.570, Treating Blank Walls – Building Design.

D. Prohibited Fences.

- 1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire. Three strands of barbed wire may be placed atop a lawful fence if the fence is not visible from an adjacent street or is placed behind a sight-obscuring fence or wall. The fence must be placed upon private property.
- 2. No person may maintain a fence or barrier charged with electricity.
- 3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160.
- 4. No permanent fence may reduce the required sidewalk width.

E. Visibility at Intersections.

- 1. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
- 2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level((exceeding a height of thirty inches)) above the curb ((may be inside the:~~
 - a. ~~right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~
 - b. ~~right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or~~
 - c. ~~right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:~~
 - i. ~~the inside line of the sidewalk; or~~

- ii. ~~if there is no sidewalk, a line seven feet inside the curb line.))~~

Section 9. That SMC section 17C.130.310 is amended to read as follows:

Section 17C.130.310 Fences

A. Purpose

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Type of Fences

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured from Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or non-required sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen

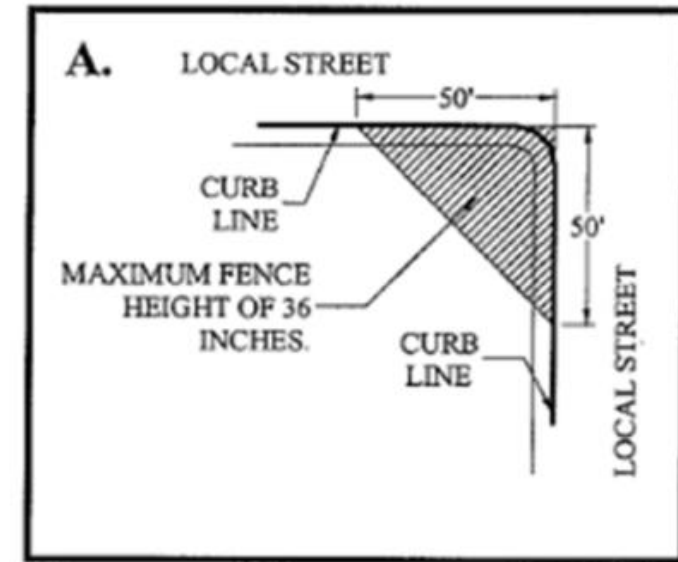
feet of a street lot line shall be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening).

D. Prohibited Fences

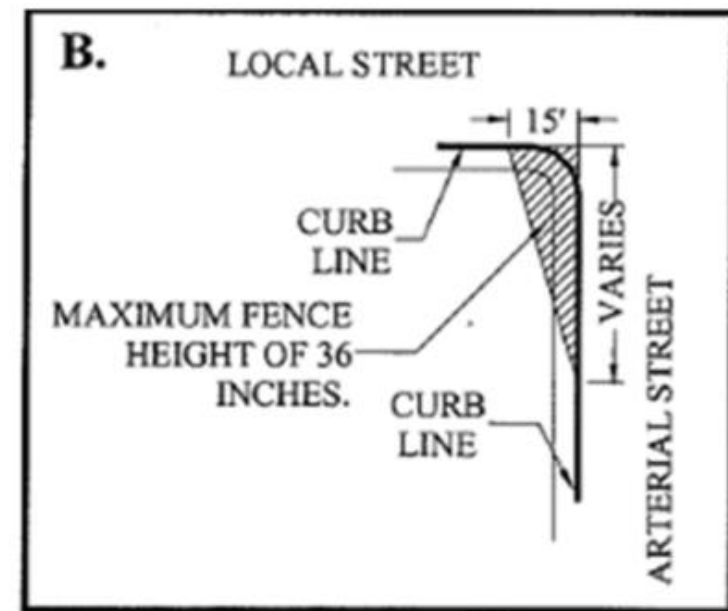
1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.
2. No person may maintain a fence or barrier charged with electricity.
3. A fence, wall or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections

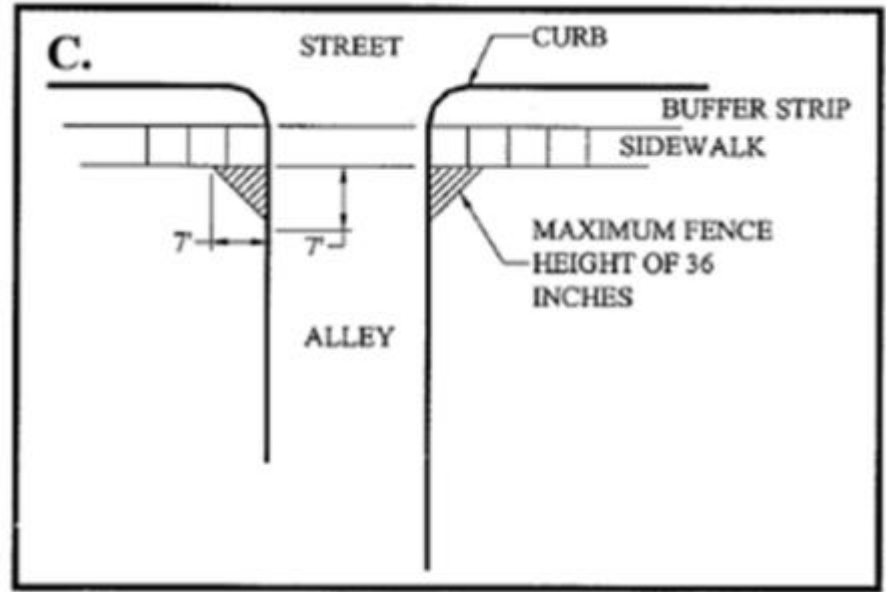
1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))~~ all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level ~~((exceeding a height of thirty-six inches))~~ above the curb. ~~((may be inside the:~~
 - a. ~~right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~



- b. right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



- c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
- i. the inside line of the sidewalk; or
 - ii. if there is no sidewalk, a line seven feet inside the curb line.



))

F. Enclosures for Pools, Hot Tubs, or Ponds

1. person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

Section 10. That SMC section 17C.200.020 is amended to read as follows:

Section 17C.200.020 Plan Submittal Requirements

Landscape plans are not required for a house((s)), an attached houses ((and)) or a duplex((es)) on a lot. For all other types of development on sites, including planned unit developments, of more than seven thousand square feet of lot area, landscape plans shall:

- A. be prepared and stamped by a licensed landscape architect, registered in the state of Washington;
- B. be submitted at the time of application for a development permit; and
- C. include the following elements:
 - 1. The footprint of all structures.
 - 2. The final site grading.
 - 3. All parking areas and driveways.
 - 4. All sidewalks, pedestrian walkways and other pedestrian areas.
 - 5. The location, height and materials for all fences and walls.
 - 6. The common and scientific names of all plant materials used, along with their size at time of planting.
 - 7. The location of all existing and proposed plant materials on the site.
 - 8. A proposed irrigation plan; and
 - 9. Location of all overhead utility and communication lines, location of all driveways and street signs.

Section 11. That SMC section 17C.200.040 is amended to read as follows:

Section 17C.200.040 Site Planting Standards

Sites shall be planted in accordance with the following standards:

- A. Street Frontages.
 - 1. The type of plantings as specified below shall be provided inside the property lines:
 - a. along all commercial, light industrial, and planned industrial zoned properties except where buildings are built with no setback from the property line: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050. Remaining setback areas shall be planted in L3.

- b. along all downtown, CC1, CC2, CC4, and FBC zoned properties except where buildings are built with no setback from the property line, or along a Type 1 Street of the FBC: a five-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050, Street Tree Requirements. Remaining setback areas shall be planted in L3. Living ground cover shall be used, with non-living materials (gravel, river rock, etc.) as accent only. In addition, earthen berms, trellises, low decorative masonry walls, or raised masonry planters (overall height including any plantings shall not exceed three feet) may be used to screen parking lots from adjacent streets and walkways.
 - c. in the heavy industrial zone, along a parking lot, outdoor sales, or
 - d. outdoor display area that is across from a residential zone: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050. Remaining setback areas shall be planted in L3.
 - e. in industrial zones, all uses in the commercial categories (see chapter 17C.190 SMC, Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zone.
 - f. along all RA, RSF, RTF, RMF, and RHD zones, except for single-family residences and duplexes: six feet of L3 open area landscaping, including street trees as prescribed in SMC 17C.200.050. For residential development along principal and minor arterials, a six-foot high fence with shrubs and trees may be used for screening along street frontages. The fence and landscaping shall comply with the standards of SMC 17C.120.310 for the clear view triangle and must be placed no closer than twelve feet from the curb line. A minimum of fifty percent of the fence line shall include shrubs and trees. The landscaping is required to be placed on the exterior (street side) of the fence.
2. ~~((Except for attached and detached single-family residences and duplexes,))~~~~((p))~~ Plantings may not exceed thirty-six inches in height or hang lower than ninety-six inches within the clear view triangle at street intersections on corner lots and at driveway entries to public streets. The clear view triangle is defined in SMC 17A.020.030~~((SMC 17C.120.310))~~. The director of engineering services may further limit the height of plantings, landscaping structures, and other site development features within the clear view triangle or may expand the size of the clear view triangle as conditions warrant.

B. Other Property Perimeters.

A planting strip of five feet in width shall be provided along all other property lines except where buildings are built with no setback from the property line or where a parking lot adjoins another parking lot. In CC zoned subject properties, the planting strip shall be eight feet in width to enhance the screening between CC and Residential zoned properties. The type of planting in this strip varies depending upon the zone designation of the properties sharing the property line (with or without an intervening alley) as indicated in the matrix below. Where properties with dissimilar zones share a common boundary, the property with the more intense zone shall determine the required type of planting and the planting width. The owners of adjacent properties may agree to consolidate their perimeter plantings along shared boundaries. Therefore, instead of each property providing a five-foot wide planting strip, they together could provide one five-foot wide planting strip, so long as the required planting type, as indicated in the matrix, is provided. Types of landscaping to be provided in planting strips alongside and rear property lines:



Section 11. That SMC section 17C.200.050 is amended to read as follows:

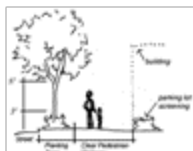
Section 17C.200.050 Street Tree Requirements

A. Purpose.

To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

B. Street Tree Implementation.

1. Street trees are required along all city streets in downtown, commercial, center and corridor, industrial zones, residential zones, and in FBC zones.
2. Street trees shall be planted between the curb and the walking path of the sidewalk.



3. Street trees and other landscaping shall be maintained and irrigated by the adjacent property owner.
4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should be of a similar form, character and planting pattern.
5. For a full list of approved trees in the city of Spokane, see the urban forestry program's approved street tree list. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints.

C. Planting Zones.

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1, Tree Planting Dimensional Standards.

TABLE 17C.200.050-1 Tree Planting Dimensional Standards [1]		
ZONE	CONTINUOUS PLANTING STRIP (minimum width as measured from back of curb)	INDIVIDUAL PLANTING AREA (width as measured from back of curb)
Downtown	Individual Planting Areas (tree vaults) required [1]	4 ft. minimum 6 ft. maximum [2]
CC	5 ft.	4 ft. minimum 6 ft. maximum [2]
FBC	Individual Planting Areas (tree vaults) required [1]	5 ft [2]
Commercial	5 ft.	4 ft. minimum 6 ft. maximum [2]
Industrial	6 ft.	Continuous Planting Strip required [3]
RA, RSF, RTF	6 ft.	Continuous Planting Strip required [3]
RMF, RHD	6 ft.	Continuous Planting Strip required [3]
School/Church Loading Zone	Not Applicable	4 ft. minimum 6 ft. maximum [2, 4]
Notes: [1] Individual Planting Areas (tree vaults) are the standard for the Downtown and FBC Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis. [2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas. [3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones. [4] In all zones, within a school/church loading zone, street tree location may vary from the standard as long as street trees are located within the right-of-way. [5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.		

2. Continuous Planting Strips.

- a. Continuous planting strips may be planted with living ground cover or low plantings that are maintained at a height less than three feet from ground level.
- b. When auto traffic is immediately adjacent to the curb, new street trees must be planted at least three feet from the edge of the automobile travel way.



3. Individual Planting Areas.

- a. When an individual planting area is not symmetrical, the longer dimension shall run along the curb.
- b. Tree grates or plantings are acceptable. However, when there is on-street parking, a tree grate or a paved walk eighteen inches wide behind the curb are encouraged to help avoid conflicts with car doors and foot traffic. The minimum clear pedestrian walking path as required for the zone shall be maintained.

Tree Grates



Street Trees with plantings up to 3 ft.



- c. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments. Where tree grates are used, tree guards are encouraged for tree protection.

Tree Grate with Tree Guard



- d. Un-compacted soils are necessary for street trees. A minimum of one hundred cubic feet per tree at a maximum depth of three feet is required. See Engineering Design Standards for examples of potential options in individual planting areas and for retrofitting sidewalks.



D. Size Requirements for New Street Trees.

1. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting
2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall be approved by the City urban forester and reviewed by the director of engineering services.
3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five feet to avoid conflict with utility lines and maintenance crews.

E. Spacing Requirements for Street Tree Spacing.

The objective is to create a continuous tree canopy over the sidewalk.

1. Continuous planting strips.
Average spacing shall be twenty five feet for small and columnar trees and thirty feet for canopy trees. The planning director may allow increased spacing for exceptionally large trees or upon the recommendation of the urban forester.
2. Individual planting areas.
Average spacing for all tree sizes and types shall be twenty-five feet. Trees planted adjacent to parallel parking stalls with meters may be spaced twenty feet apart.
3. Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.

F. Clear View Zone.

Landscaped areas between the curb and sidewalk, as well as landscaped areas within the clear view triangle as defined in SMC 17A.020.030 ((SMC-47C.120.310)) shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level ((above the curb)).



Section 12. That SMC section 17C.230.140 is amended to read as follows:

Section 17C.230.140 Development Standards

A. Parking Area Layout

1. Access to Parking Spaces.

All parking areas, except stacked parking areas, must be designed so that a vehicle may enter or exit without having to move another vehicle.

2. Parking Space and Aisle Dimensions.

- a. Parking spaces and aisles in RA, RSF, RSF-C, RTF, RMF, RHD, FBC CA4, O, OR, NR, NMU, CB, GC, and industrial zones must meet the minimum dimensions contained in Table 17C.230-3.

Parking spaces and aisles in Downtown((,)) CC, and FBC CA1, CA2, CA3 zones must meet the minimum dimensions contained in Table 17C.230-4. In all zones, on dead end aisles, aisles shall extend five feet beyond the last stall to provide adequate turnaround.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/10/2015
Clerk's File #	ORD C35347
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	TAMI 625-6157
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700-AMENDING SMC SECTIONS 17D.075.020

Agenda Wording

An ordinance relating to transportation impact fees; amending SMC sections 17D.075.020.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35347

An ordinance relating to transportation impact fees; amending SMC sections 17D.075.020.

The City of Spokane does ordain:

Title 17D City-wide Standards

Chapter 17D.075 Transportation Impact Fees

Section 17D.075.020 Definitions

As used in this chapter, the following words and terms shall have the following meanings unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

- A. "Accessory dwelling unit" means a dwelling unit that has been added onto, created within, or separated from a single-family detached dwelling for use as a complete independent living unit with provisions for cooking, eating, sanitation, and sleeping.
- B. "Act" means the Growth Management Act, as codified in chapter 36.70A RCW, as now in existence or as hereafter amended.
- C. "Applicant" means the owner of real property according to the records of the Spokane County, or the applicant's authorized agent.
- D. "Baseline study" means the 2008 transportation baseline study that has been developed by HDR Engineering and Planning, City Project No. 2005155.
- E. "Building permit" means the official document or certification that is issued by the building department and that authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, tenant improvement, demolition, moving or repair of a building or structure.
- F. "Capital facilities" means the facilities or improvements included in the capital facilities plan.
- G. "Capital facilities plan" means the capital facilities plan element of the City's comprehensive plan adopted pursuant to chapter 36.70A RCW, as amended from time to time.

- H. "Certificate of occupancy" means the term as defined in the International Building Code. In the case of a change in use or occupancy of an existing building or structure which may not require a building permit, the term shall specifically include certificate of occupancy and for residential development the final inspection, as those permits are defined or required by this code.
- I. "City" means the City of Spokane.
- J. "City council" means the city council of the City of Spokane.
- K. "Comprehensive plan" means the City of Spokane comprehensive plan adopted pursuant to chapter 46.70A RCW, as amended from time to time.
- L. "Complete street" means a landscaped, tree-lined street corridor designed for multiple modes of transportation, consistent with SMC 17C.124.035. Complete streets balance the various needs of pedestrian and vehicular use. Some include bicycle and transit improvements as well. Pedestrian amenities on Complete streets may include street furniture, decorative lighting, wide sidewalks with curb extensions (bulb-outs) at street corners, decorative crosswalks, public art, outdoor restaurants, plazas, and improved sidewalk-building interfaces (e.g., awnings, street-oriented retail activity).
- M. "Concurrent" or "concurrency" means that the public facilities are in place at the time the impacts of development occur, or that the necessary financial commitments are in place, which shall include the impacts fees anticipated to be generated by the development, to complete the public facilities necessary to meet the specified standards of service defined in the comprehensive plan within six years of the time the impacts of development occur.
- N. "Department" means the department of engineering services.
- O. "Development activity" means any construction or expansion of a building, structure, or use, or any change in use of a building or structure, or any changes in the use of land, that creates additional demand and need for public facilities.
- P. "Development approval" means any written authorization from the City that authorizes the commencement of development activity.
- Q. "Director" means the director of engineering services, or the director's designee.
- R. "Dwelling unit" means a single unit providing complete and independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking, and sanitation needs.

- S. "Encumbered" means to have reserved, set aside or otherwise earmarked the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.
- T. "Feepayer" is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity that creates the demand for additional public facilities, and which requires the issuance of a building permit. "Feepayer" includes an applicant for an impact fee credit.
- U. "Gross floor area" is the total square footage of all floors in a structure as defined in chapter 17A.020 SMC.
- V. "Hearing examiner" means the person who exercises the authority of chapter 17G.050 SMC.
- W. "Impact fee" means a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit fee, an application fee, or the cost for reviewing independent fee calculations.
- X. "Impact fee account" or "account" means the account(s) established for each service area for the system improvements for which impact fees are collected. The accounts shall be established pursuant to this chapter, and shall comply with the requirements of RCW 82.02.070.
- Y. "Independent fee calculation" means the impact fee calculation and or economic documentation prepared by a feepayer to support the assessment of an impact fee other than by the use of schedule set forth in SMC 17D.075.180, or the calculations prepared by the Director where none of the fee categories or fee amounts in the schedules in this chapter accurately describe or capture the impacts of the new development on public facilities.
- Z. "Interest" means the interest rate earned by local jurisdictions in the State of Washington local government investment pool, if not otherwise defined.
- AA. "Interlocal agreement" or "agreement" means a transportation interlocal agreement, authorized in this chapter, by and between the City and other government agencies concerning the collection and expenditure of impact fees, or any other interlocal agreement entered by and between the City and another municipality, public agency or governmental body to implement the provisions of this chapter.

- AB. "ITE manual" means Institute of Transportation Engineers (ITE) Trip Generation Manual (~~((7th Edition)))~~ (9th Edition), as amended from time to time.
- AC. "Owner" means the owner of real property according to the records of the Spokane County department of records and elections, provided that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.
- AD. "Pass-by trip rates" means those rate study pass-by rates set forth in SMC 17D.075.200.
- AE. "Proportionate share" means that portion of the cost of public facility improvements that are reasonably related to the service demands and needs of new development.
- AF. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the City's capital facilities plan shall be considered a project improvement.
- AG. "Public facilities" means publicly owned streets and roads, including related sidewalk and streetscape improvements required by the City's comprehensive plan and related development regulations.
- AH. "Rate study" means the 2007 transportation impact fee rate study, dated October 26, 2007, as updated and amended from time to time.
- AI. "Residential" means housing, such as single-family dwellings, accessory dwelling units, apartments, condominiums, mobile homes, and/or manufactured homes, intended for occupancy by one or more persons and not offering other services.
- AJ. "Square footage" means the square footage of the gross floor area of the development as defined chapter 17A.020 SMC.
- AK. "Service area" means one of the four geographic areas defined by the City in which a defined set of public facilities provide service to development within each of the identified areas. The City has identified the service areas, based on sound planning and engineering principles. These service areas are generally referred to as the downtown service area, the northwest service area, the northeast service area, and the south service area. Maps depicting the service areas are set forth in SMC 17D.075.190 and shall also be maintained by the director in the offices of the engineering services department and shall be available for public inspection during regular business

hours.

AL. "System improvements" means public facilities included in the capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

AM. "Trip length adjustment factor" means the trip length adjustment factors identified in SMC 17D.075.200.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

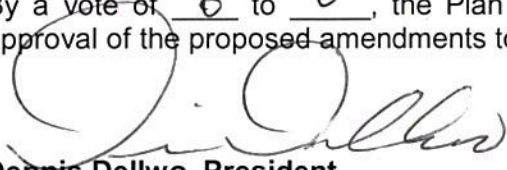
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/10/2015
Clerk's File #	ORD C35348
Renews #	

Submitting Dept	DEVELOPMENT SERVICES CENTER	Cross Ref #	
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700-AMENDING SMC SECTIONS 17E.060.280 AND 17E.060.04		

Agenda Wording

An ordinance relating to environmental standards of the Unified Development Code (UDC); amending SMC sections 17E.060.280 and Table 17E.060-04.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35348

An ordinance relating to environmental standards of the Unified Development Code; amending SMC sections 17E.060.280 and Table 17E.060-04.

The City of Spokane does ordain:

Section 1. That SMC section 17E.060.280 is amended to read as follows:

Section 17E.060.280 Physical and Visual Public Access

- A. The provisions of this section recognize that there are two types of public access to the shoreline: physical public access and visual public access. Visual access is an important shoreline management objective. Consideration must be given to protecting the shoreline's visual quality to and from waterways and their adjacent shoreland features.
 - 1. With respect to development on private property, the physical access requirements of this chapter are not intended to require property owners to increase the public's physical access to the shorelines. With respect to future development on private property, the fundamental principle underlying this chapter's access provisions is that development on private property should not result in a net loss of the public's currently existing rights to visual and physical access to the shorelines.
 - 2. With respect to public property, the physical access provisions are intended to promote an increase in the public's visual and physical access to the shoreline in a balanced manner, through mechanisms such as the further improvement of existing public property and potential future acquisition of additional public property.
- B. When required under this chapter, public access shall be a physical improvement in the form of one or combination of the following: pathway, trail, bikeway, corridor, viewpoint, park, deck, observation tower, pier, boat-launching ramp, or other areas serving as a means of view and/or physical approach to public waters for the public. Public access may also include, but not be limited to, interpretive centers and displays explaining the history and features of the Spokane River or Latah Creek.
- C. When public access is provided, it shall not result in a net loss of existing shoreline ecological functions.
- D. Except as provided in SMC 17E.060.~~((280))~~290(U) and (V), and subject to the limitations set forth in SMC 17E.060.~~((280))~~290(A), public access shall be provided for any new development activity that requires a shoreline substantial development permit, conditional use permit, and/or variance permit where any of the following conditions are present:

1. Where a new development activity will create increased demand for public access to the shoreline, the development shall provide public access proportional to the degree of impact as mitigation.
 2. Where a new development will interfere with an existing public access way, the development shall provide public access to mitigate this impact. Such interference may be caused by blocking access or by discouraging use of existing on-site or nearby accesses; or
 3. Where a new development will interfere with a public use of lands or waters waterward of the ordinary-high-water-mark, the development shall provide public access.
- E. When provisions for public access are required as a condition of project approval, public access provisions shall be consistent with all relevant constitutional and other limitations on private property. The provisions of these shoreline regulations shall not be construed so as to deprive a property owner of economically viable use of private property.
- F. Submerged public rights-of-way shall not be diminished. Public access provided by existing shoreline street ends and public rights-of-way shall be preserved, maintained, and enhanced consistent with RCW 35.79.035. Vacation of shoreline street ends shall comply with the statutory provisions therein.
- G. Public access shall be fully developed and open to the public no later than the time of the director's final inspection of the proposed development.
- H. Public access easements and permit conditions shall be recorded on the deed of title and/or on the face of the plat or short plat as a condition running with the authorized land use. Such easement, plat, or other legal instrument evidencing the public access conditions shall be recorded with the Spokane County auditor's office.
- I. Maintenance of the public access shall be the responsibility of the owner or developer over the life of the use or development unless otherwise accepted by public or private agency through a formal agreement recorded with the County auditor's office. Future actions by the applicant, successors in interest, or other parties shall not diminish the usefulness or value of the public access provided.
- J. Minimum width of public access easements shall be ten feet, consistent with the dimensional standards for public access stated in Table 17E.060-5, unless the director determines that undue hardship will result. In such cases, easement width may be reduced only to the minimum extent necessary to relieve the hardship.
- K. Shoreline public access shall:
1. be located adjacent to other planned or existing public areas, public and private accesses and trails, and connected to the nearest public street or public walkway;

2. consist of an area on the property from which the water and water activities can be observed and there shall be no significant obstruction of the view from this viewpoint; and
 3. include provisions for handicapped and physically impaired persons where feasible.
- L. Where public access is required along the shoreline, a public pedestrian access walkway parallel to the ordinary high-water mark shall be preferred.
- M. If a parcel exceeds three hundred feet of shoreline frontage and a continuous public access pathway parallel to the river is not feasible, shoreline access points shall be provided at an average of every three hundred feet.
- N. At a maximum interval of three hundred feet of structure that is generally parallel to the river, there shall be a clear visual and pedestrian penetration at the ground level from a public street to the river corridor. The visual and pedestrian penetration shall not be less than thirty feet wide.
- O. Pursuant to SMC 17E.060.730, public access may be provided within a required buffer area when said access demonstrates compliance with the critical areas ordinances and mitigation sequencing in SMC 17E.060.230 and shall be reviewed and approved on a case-by-case basis.
- P. Where there is an irreconcilable conflict between water-dependent shoreline uses or physical public access and maintenance of views from adjacent properties, the water-dependent uses and physical public access shall have priority.
- Q. Public access may be limited as to hours of availability and types of activities permitted. However, twenty-four hour availability shall be preferred and the access shall be available to the public on a regularly scheduled basis.
- R. Approved signs that indicate the public's right of access and hours of access shall be installed and maintained by the owner.
- S. Access required for public projects shall include directional signage to points of interest and interpretive signage that describes shoreline features such as shoreline ecology, cultural history, and other site-specific information.
- T. Public access within the shoreline jurisdiction may be denied to any person who creates a nuisance or engages in illegal conduct on the property. The director may authorize public access to be temporarily or permanently closed if it is found that offensive conduct cannot otherwise be reasonably controlled.
- U. Physical and visual public access shall not be required for the following uses:
1. Residential single-family.
 2. Residential two-family.
 3. Residential three-family.
 4. Residential subdivision of land into four or fewer parcels.

5. Agriculture.
6. Dredging.
7. Forest practices.
8. Landfill and excavation.
9. Mining.
10. Private docks serving four or fewer dwelling units.
11. In-stream structures.
12. Shoreline stabilization; and
13. Ecological restoration or enhancement activities not associated with development when the purpose of the project would be undermined.

V. Public access shall not be required where one or more of the following conditions apply:

1. The City has adopted a public access plan that designates another preferred location in proximity to the project site.
2. Environmental harm will result from the public access that cannot be mitigated.
3. Unavoidable health or safety hazards to the public exist which cannot be prevented by any practical means; or
4. Inherent security requirements of the use cannot be satisfied through the application of alternative design features or other solutions.

W. In granting an exception to required public access, the director shall review all reasonable alternatives for public access. The alternatives shall include a provision:

1. for access which is physically separated from a potential hazard or interference through barriers such as fencing and landscaping; and/or
2. of access at a site geographically separated from the development site but under the control of the applicant.

X. Except as provided in SMC 17E.060.290(U) and (V), applicants shall demonstrate that the proposed project will not decrease the existing level of physical and visual access to the shoreline. An increase in physical and visual public access is encouraged.

Y. No permit shall be issued for any new or expanded building or structure more than thirty-five feet above average grade level within the shoreline jurisdiction that will obstruct the view of a substantial number of residences on or adjoining such shorelines except where the SMP or underlying zoning does not prohibit such development and only when overriding considerations of the public interest will

be served. The applicant shall be responsible for providing sufficient information to the director to determine that such development will not obstruct the view of a substantial number of residences on or adjoining such shorelines.

Section 2. That SMC section 17E.060.690, table 17E.060-04 is amended to read as follows:

TABLE 17E.060-04 SHORELINE PRIMARY USES							
Use is:		Shoreline Environments					
P:	Permitted (with shoreline substantial development permit or exemption)	NE	UCE	SRE	LUE	IUE	WTPE
N:	Not permitted						
L:	Allowed, but special limitations						
CU:	Conditional use review required						
Agriculture							
Low intensity agriculture		N	L ^[1] /CU	N	N	N	N
High intensity agriculture		N	N	N	N	N	N
Aquaculture							
Aquaculture		N	N	N	N	N	N
Boating Facilities							
Marinas		N	N	N	N	N	N

Launch ramps for small non-motorized watercraft	CU	CU	CU	CU	N	CU
Capital Facilities and Utilities						
Maintenance of existing utilities or facilities	P	P	P	P	P	P
New construction or expansion of existing utilities or facilities	L ^[2] /CU	L ^[2] /CU	L ^[2] /CU	L ^[2] /CU	L ^[2] /CU	L ^[2] /CU
Over-water or underwater utility crossings	CU	CU	CU	CU	CU	CU
New bridges solely for pipelines	N	N	N	N	N	N
Facilities which constitute the final termination or destination of a transmission line	N	N	N	N	N	N
Expansions or upgrades of existing wastewater treatment plant facilities and accessory uses	N	N	N	N	N	CU
New wastewater treatment plant facilities and pumping stations	N	N	N	N	N	L ^[2] /CU
New wastewater treatment outfall infrastructure	CU	CU	CU	CU	CU	P
New wireless communication support tower	N	N	N	N	N	N

Commercial Development						
Water-dependent commercial uses	N	P	N	P	P	N
Water-related commercial uses	N	P	N	P	P	N
Water-enjoyment commercial uses	N	P	N	P	P	N
Non-water-oriented commercial uses	N	L ^[3]	N	L ^[3]	L ^[3]	N
Forest Practices						
Forest practices	N	N	N	N	N	N
Industrial Development						
Water-dependent industrial uses	N	CU	N	CU	CU	N
Water-related industrial uses	N	CU	N	CU	CU	N
Non-water-oriented industrial uses	N	L ^[4] /CU	N	L ^[4] /CU	L ^[4] /CU	N
High-impact industrial uses	N	N	N	N	N	N
Institutional						
Water-dependent institutional	CU	CU	CU	CU	CU	N
Water-related institutional	CU	CU	CU	CU	CU	N
Water-enjoyment institutional	CU	CU	CU	CU	CU	CU
Non-water-oriented institutional	L ^[5] /CU	L ^[5] /CU	L ^[5] /CU	L ^[5] /CU	L ^[5] /CU	N

In-stream Structures						
In-stream structures	L ^[6] /CU	CU	CU	CU	CU	CU
Mining						
Mining	N	N	N	N	N	N
Recreational Development						
Water-dependent recreational	CU	CU	CU	CU	CU	N
Water-related recreation	CU	CU	CU	CU	CU	N
Water-enjoyment recreation	L ^[7] /CU	CU	CU	CU	CU	((N)) <u>CU</u>
Non-water-oriented recreation	N	CU	CU	CU	CU	N
Residential Development						
Single-family residences	CU	P	P	P	P	N
Two-family residences	N	P	P	P	P	N
Three-family residences	N	P	P	P	P	N
Multi-family residences (4 or more dwelling units)	N	CU	CU	CU	CU	N
Accessory dwelling unit (ADU)	CU	P	P	P	P	N
Detached accessory structures	CU	P	P	P	P	N
Group living	N	CU	CU	CU	CU	N
Subdivision						

All subdivisions (including binding site plans)	L ^[8] /CU	CU	CU	CU	CU	N
Parking						
Commercial parking or parking facility as primary use	N	N	N	N	N	N
Parking, accessory to a permitted use	P	P	P	P	P	P
Transportation						
New streets or street expansions that are part of the City of Spokane designated regional arterial network	L ^[9] /CU	L ^[9] /CU	L ^[9] /CU	L ^[9] /CU	L ^[9] /CU	L ^[9] /CU
New local access streets or street expansions serving permitted shoreline uses	L ^[10] /CU	L ^[10]	L ^[10]	L ^[10]	L ^[10]	L ^[10]
Pedestrian and bicycle linkages to existing or planned transportation networks	L ^[11] /CU	P	P	P	P	P
Maintenance roads, accessory to a permitted use	P	P	P	P	P	P
Railroads and Rail Corridors						
New rail lines	L ^[12] /CU	L ^[12] /CU	L ^[12] /CU	L ^[12] /CU	L ^[12] /CU	L ^[12] /CU
Expansion of existing rail lines	P	P	P	P	P	P

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

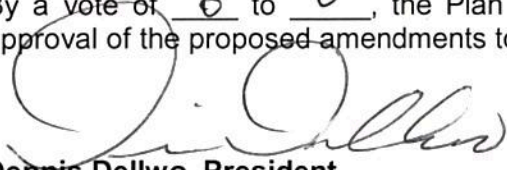
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/10/2015
Clerk's File #	ORD C35349
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	TAMI 625-6157
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700-REPEALING SMC SECTION 17F.070.190

Agenda Wording

An ordinance relating to the existing building and conservation code; repealing SMC Section 17F.070.190.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35349

An ordinance relating to the existing building and conservation code; repealing SMC Section 17F.070.190.

The City of Spokane does ordain:

Section 1. That SMC section 17F.070.190, entitled "Number of Exits" is repealed.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

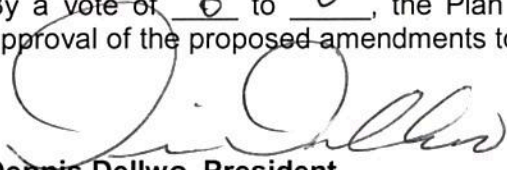
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/10/2015
Clerk's File #	ORD C35350
Renews #	

Submitting Dept	DEVELOPMENT SERVICES CENTER	Cross Ref #	
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700 - ORDINANCE AMENDING SMC 08.02.0220, 038 & 065		

Agenda Wording

An ordinance relating to land use fees; amending SMC sections 08.02.0220, 08.02.038, 08.02.065.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the Unified Development Code(UDC) following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	jrichman@spokanecity.org	
Additional Approvals		tpalmquist@spokanecity.org	
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35350

An ordinance relating to land use fees; amending SMC sections 08.02.0220, 08.02.038, 08.02.065.

The City of Spokane does ordain:

Section 1. That SMC section 08.02.0220 is amended to read as follows:

Section 08.02.0220 – Sidewalk Cafes

- A. An annual fee of ~~((two hundred fifty))~~ one hundred dollars shall be paid for operation of a sidewalk café as long as the original approved site plan is implemented. Modifications of the sidewalk café which extend beyond the original approved plan shall require a new review and a review fee of two hundred fifty dollars.
- B. The application fee for a new sidewalk café is fifty dollars.
- C. The review fee for a new sidewalk café is three hundred dollars.

Section 2. That SMC section 08.02.038 is amended to read as follows:

Section 08.02.038 Shorelines Management

- A. The application fees for new projects are as follows:

PROJECT VALUATION	FEE
\$2,500 - \$10,000	\$1,020
\$10,001 - \$50,000	\$1,420
\$50,001 - \$250,000	\$2,700
\$250,001 - \$1,000,000	\$5,400
Over \$1,000,000	\$6,750 plus 0.1% of project value
For Variance Add	\$2,160
For Conditional Use Add	\$1,860

- B. The fee for presubmittal review is five hundred fifty-five dollars.
- C. The fee for a shoreline exemption is five hundred fifty-five dollars.
- ~~C.~~ D. The fee for a permit amendment is eighty percent of the fee under this schedule.
- ~~D.~~ E. The fee should accompany the formal application for a permit or amendment.

Section 3. That SMC section 08.02.065 is amended to read as follows:

Section 08.02.065 Streets and Airspace

Title 08 Taxation and Revenue

Chapter 08.02 Fees and Charges

Article VI. Land Use and Occupancy

Section 08.02.065 Streets and Airspace

A. The fees in connection with skywalks are:

1. Seven thousand one hundred sixty dollars for the application to the hearing examiner.
2. Three hundred thirty-five dollars for annual inspection; and
3. Two thousand two hundred ninety dollars for renewal if the renewal is sought within twenty years from date of issuance of the permit.

For the use of public airspace other than pedestrian skywalk, the fee will be as provided in the agreement.

B. ~~((The landowner must pay a twenty-five dollar fee plus the actual recording costs for the covenant to remove encroaching improvements in unused street right-of-way, as provided in SMC 17G.010.160.)) [Deleted]~~

C. The fee for a street address assignment as provided in SMC 17D.050.030 is ten dollars. The fee for a street address change is twenty-five dollars.

D. The street obstruction permit fees are as follows. All fees are minimum charges for time periods stated or portions of said time periods:

1. when the public way is obstructed by a dumpster or a temporary storage unit the fee is one hundred dollars per fifteen-day period.
2. for long-term obstruction (longer than twenty-one days) in the central business district or other congested area the fee is twenty cents per square foot of public right-of-way obstructed for each month period. The director of engineering services may adjust these boundaries in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs. ~~((See Central Business District Zone — SMC 11.19.194)))~~;
3. for an obstruction not provided for in subsections (1) or (2) of this section, the fees are stated below:
 - a. When the public way is excavated for:
 - i. the first three working days: One hundred dollars;

- ii. each additional three-working-day period: Forty dollars.
- b. When no excavation for:
 - i. the first three days: Twenty-five dollars per day;
 - ii. each additional three-day period: Forty dollars.
- c. Master annual permit fee set by the ~~((director of engineering services))~~ development services center manager based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;
- 4. a parking meter revenue loss fee of thirteen dollars per meter per day within the City central business district and six dollars fifty cents per meter per day for all other meters shall be paid for each meter affected by an obstruction of the public right-of-way;
- 5. a charge of five hundred dollars is levied whenever a person:
 - a. does work without a required permit; or
 - b. exempt from the requirement for a permit fails to give notice as required by [SMC 12.02.0740\(B\)](#);
- 6. a charge of two hundred fifty dollars is levied whenever a permittee does work beyond the scope of the permit;
- 7. no fee is charged for street obstruction permits for activities done by or under contract for the City.
- E. The review fee for a traffic control plan is fifty dollars.
- F. The fee for a building moving permit is one hundred dollars.
- G. The annual permit fee for applicators of road oil or other dust palliatives to public ways and places of public travel or resort is one hundred dollars. A contractor must notify the department of engineering services in accordance with [SMC 12.02.0740\(B\)](#).
- H. Street vacation application fee is four hundred dollars.
- I. The fees for approach permits are:
 - 1. For a commercial driveway: Thirty dollars; and
 - 2. For a residential driveway: Twenty dollars.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

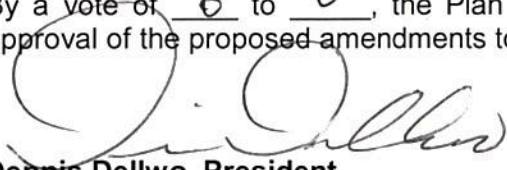
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	ORD C35351
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	TAMI 625-6157
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700 - AMENDING SMC 07.02.070

Agenda Wording

An ordinance relating to Street Obstruction Permits; amending SMC sections 07.02.070.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code(UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 11/16/15
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jrichman@spokanecity.org	
<u>Additional Approvals</u>		tpalmquist@spokanecity.org	
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35351

An ordinance relating to Street Obstruction Permits; amending SMC sections 07.02.070.

The City of Spokane does ordain:

Chapter 07.02 Bonds in Favor of City

Section 07.02.070 Street Obstruction

An applicant for a street obstruction permit, as provided in SMC 17G.010.210(D) must furnish a bond, which may be combined with another bond and cover all activities on an annual basis, approved by the ~~((director of engineering services))~~ development services center manager, in the minimum amount of ten thousand dollars, conditioned that the permittee shall:

- A. indemnify and hold harmless the City against all claims, costs, and losses arising from the obstruction of the public way;
- B. conduct all activities in strict compliance with the requirements of law and the permit;
- C. restore all public property and facilities to their original condition and guarantee the restoration for a period of two years; and
- D. comply with requirements of SMC 12.02.720.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

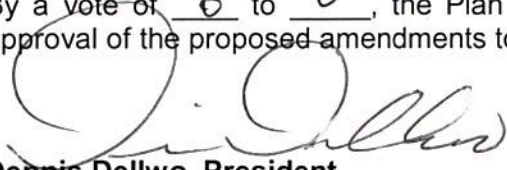
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

- 1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/9/2015
Clerk's File #	ORD C35329
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 625-6258
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0320 HEARING ON ORD C35329 DEFINITION OF HOUSEHOLD

Agenda Wording

Public Hearing on Interim Zoning Ordinance C35329 of the City of Spokane, Washington, relating to the definition of a household; and declaring an emergency.

Summary (Background)

On November 30, 2015, the City Council approved an interim zoning ordinance relating to the definition of household. Because the ordinance was passed as an emergency without a noticed public hearing, State law requires the City Council hold a public hearing within sixty days. To comply with this requirement, a public hearing on the interim zoning ordinance will be held on January 4, 2016.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	STUCKART, BEN	Study Session	
Division Director		Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	AMcDaniel	
For the Mayor	SANDERS, THERESA	BMcClatchey	
Additional Approvals		JRichman	
Purchasing			



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

December 1, 2015

City Clerk File No.:
ORD C35329

COUNCIL ACTION MEMORANDUM

RE: EMERGENCY ORDINANCE NO. C35329 RELATING TO THE DEFINITION OF A HOUSEHOLD; AND DECLARING AN EMERGENCY

During its 6:00 p.m. Legislative Session held Monday, November 30, 2015, the Spokane City Council took the following action:

Motion by Council Member Snyder, seconded by Council Member Stratton, **to suspend** the (Council) Rules; **carried unanimously.**

Council President Stuckart requested a motion to add Emergency Ordinance C35329 on household definitions to the agenda. The following action was taken:

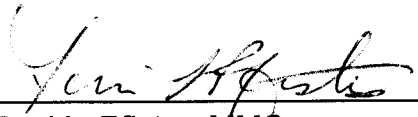
Motion by Council Member Snyder, seconded by Council Member Fagan, **to so move (to add** Emergency Ordinance C35329 on household definitions to the agenda); **carried unanimously.**

Council President Stuckart provided an overview of Emergency Ordinance C35329. Public testimony was received and Council commentary held. Council Member Snyder pointed out that, because there is a specific case in a specific neighborhood (pertaining to the current definition of a household), there has been a filing fee filed for making the appeal which is \$250. He stated there is no way the folks making that appeal could have known that the City Council was going to be coming forward to try to make this clarification. He requested that, if the City Council passes the ordinance tonight, Administration consider refunding that appeal (fee) because this (Ordinance C35329) makes the appeal moot. Subsequent to additional commentary by City Council and response by Brian McClatchey, Policy Advisor to the City Council, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Allen, **to request** that the Administration waives the \$250 appeal; **carried unanimously.**

Following final remarks by Council President Stuckart, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Emergency Ordinance C35329**—an interim zoning ordinance of the City of Spokane, Washington, relating to the definition of a household; and declaring an emergency.



Terri L. Pfister, MMC
Spokane City Clerk

ORDINANCE NO. 35329

AN INTERIM ZONING ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, RELATING TO THE DEFINITION OF A HOUSEHOLD; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to RCW 35.63.200 and RCW 36.70A.390, the City of Spokane is authorized to impose interim zoning ordinances; and

WHEREAS, Federal housing laws prohibit discrimination in all aspects of housing because of familial status; and

WHEREAS, familial status is defined as having one or more individuals under 18 years of age who reside with a parent or another person with care and legal custody of that individual (including foster children) or with the designee of that parent or other person with legal custody; and

WHEREAS, foster children who are legally placed in a home meet the definition of "familial status" under the Fair Housing Act (42 U.S.C. Section 3602(k)) and, consequently, are protected by the Fair Housing Act from discrimination on the basis of familial status (*Gorski v. Troy*, 929 F.2d 1183 (7th Cir. 1991)); and

WHEREAS, enforcing zoning regulations in a manner that discriminates on the basis of familial status is unlawful and it is also a violation of fair housing laws for neighbors or other members of the community to harass or otherwise imply that residents are unwelcome because of their familial status; and

WHEREAS, pursuant to Chapter 1.06 of the Spokane Municipal Code, the City Council has previously found that discrimination based on familial status poses a substantial threat to the health, safety and general welfare of the citizens of Spokane, and that discrimination means different or unequal treatment because of familial status, which the SMC 1.06.030(G) defines as the relationship between two or more individuals, at least one of whom has not attained the age of eighteen years of age and is domiciled with a parent or person having legal custody, or the designee, with written permission of a parent or person having legal custody; and

WHEREAS, the City's Planning Director recently issued an interpretation of Section 17A.020.080(P) of the City's zoning code, concluding that it does not limit the number of foster children who may reside with their state-licensed foster parents; a group has appealed the Planning Director's interpretation to the City's Hearing Examiner; and

WHEREAS, as outlined in the Briefing Paper re: Definition of "Household," dated November 30, 2015 and attached and incorporated into this Ordinance, it is clear that the City of Spokane, through its zoning code or otherwise, intends instead to treat

families with foster children the same as families with other children, whether related by blood, adoption, or guardianship, and that the City has never intended to place a limit on the number of foster children that can live in a state-licensed foster family home; and

WHEREAS, based on the arguments raised in the pending appeal of the Planning Director's interpretation, however, the City plans to review its current zoning codes and ordinances to ensure that its existing regulations are consistent with Federal and State housing laws and chapter 1.06 SMC; and

WHEREAS, in the interim, the City Council hereby adopts an amended definition of "household" with the intent of eliminating any argument about whether or not the City intends to, by its zoning code, regulate the number of foster children that can live with their foster parents in a state-licensed foster family home; and

WHEREAS, pursuant to RCW 35.63.200 and 36.70A.390, where a city adopts an interim zoning ordinance without holding a public hearing on the proposed interim zoning ordinance, it must hold a hearing on the adopted interim zoning ordinance within at least sixty days of its adoption, whether or not the city has received a recommendation on the matter from the planning commission, and if the city has not adopted findings of fact justifying the interim zoning ordinance before this hearing, it must do so immediately after the public hearing; and

WHEREAS, the City Council finds that the interim zoning regulation adopted by this ordinance is necessary for the protection of the public health, safety, property or peace; and

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

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

NOW, THEREFORE, the City Council of the City of Spokane, Washington, does ordain:

Section 1. Interim Zoning Ordinance Adopted Regarding Definition of Household. Spokane Municipal Code Section 17A.020.080(P) is hereby amended, on an interim basis, as follows:

P. Household.

A housekeeping unit consisting of:

1. an individual;

2. two or more ~~((persons related by blood or marriage))~~ related persons as defined in SMC 17A.020.180(M);
3. a group of two or more disabled residents protected under the Federal Fair Housing Amendment Act of 1988;
4. adult family homes as defined under Washington State law; or
5. a group living arrangement where six or fewer residents receive support services such as counseling, foster care or medical supervision at the dwelling unit by resident or non-resident staff; and
6. up to six residents not related by blood or marriage who live together in dwelling unit, or in conjunction with any of the above individuals or groups, ((may occupy a dwelling unit)) shall also be considered a household. ((For purposes of this section, minors living with parent or legal guardian shall not be counted as part of the maximum number of residents.))
7. For purposes of this section, minors living with parent, legal custodian (including a foster parent), or legal guardian shall not be counted as part of the maximum number of residents.
8. Any limitation on the number of residents resulting from this definition shall not be applied in a manner inconsistent with the Fair Housing Amendment Act of 1988, 42 U.S.C. 360, et seq., the Washington law Against Discrimination, Chapter 49.60 RCW, and/or the Washington Housing Policy Act, RCW 46.63.220.

Section 2. Purpose. The purpose of amending the foregoing definition on an interim basis is to allow the City adequate time to review and possibly amend on a permanent basis its land use regulations relating to the definition of household and occupancy limitations.

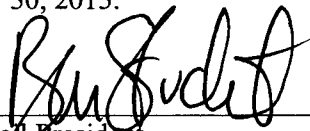
Section 3. Duration of Interim Zoning Ordinance. This Ordinance shall be in effect for a period of six (6) months, beginning on the date of the adoption of this Ordinance.

Section 4. Public Hearing on Interim Zoning Ordinance. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing on this interim zoning ordinance within the next 60 days, on a date to be determined by the City Clerk. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this interim zoning ordinance, and either justify its continued imposition or cancel it.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

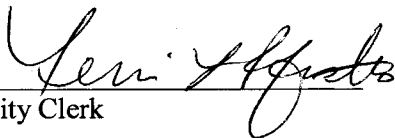
Section 6. Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage. Without this Ordinance, the City Council is concerned that the City's zoning regulations might be interpreted and enforced in a manner that is inconsistent with the City Council's desires and/or legislative intent, potentially subjecting the City to an increased risk of fair housing litigation.

ADOPTED BY THE CITY COUNCIL ON November 30, 2015.



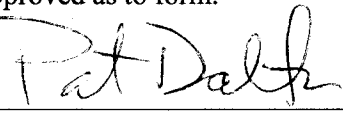
Council President

Attest:



City Clerk

Approved as to form:



Assistant City Attorney

Mayor

Mayoral Decision to Return Unsigned

(Returned by Mayor 12-08-2015)

Date
November 30, 2015
Effective Date

Attachment

Briefing Paper re: Definition of "Household"

BRIEFING PAPER
Definition of "Household"
November 30, 2015

Subject

Earlier this month, the City's Planning Director received a request for an administrative interpretation of the City's zoning code, and particularly SMC 17A.020.080(P), which defines "household." The request was prompted by a pending home sale on W. Kitsap, in northwest Spokane. The buyers are state-licensed foster parents and are licensed to have eight foster children in their foster family home. Neighbors allege that the City's zoning code limits the number of foster children that may live in a foster family home, and that this family, because of the number of children in the home, falls under the City's group living regulations. On November 10, the Planning Director issued an interpretation, indicating that the City's zoning code does not limit the number of foster children that may reside in a foster family home. On November 23, on behalf of several neighbors, an attorney appealed the decision to the City's Hearing Examiner.

Background

State and Federal housing laws forbid discrimination in all aspects of housing against families with children, including adopted and foster children, unless the housing is for older persons. In particular, Federal housing laws prohibit discriminatory housing practices based on handicap and familial status, and foster children who are legally placed in a foster home meet the definition of "familial status" under the Fair Housing Act (42 U.S.C. Section 3602(k)). Consequently, foster parents and foster children are protected by the Fair Housing Act from discrimination on the basis of familial status. *Gorski v. Troy*, 929 F.2d 1183 (7th Cir. 1991). Enforcing zoning regulations in a manner that discriminates on the basis of familial status is unlawful, and it is also a violation of fair housing laws for neighbors or other members of the community to harass or otherwise imply that residents are unwelcome because of their familial status.

In addition, pursuant to chapter 1.06 of the Spokane Municipal Code, the City Council has previously found that discrimination based on familial status poses a substantial threat to the health, safety, and general welfare of the citizens of Spokane, and that discrimination means different or unequal treatment because of familial status, which SMC 1.06.030(G) defines as the relationship between two or more individuals, at least one of whom has not attained the age of eighteen years of age and is domiciled with a parent or person having legal custody, or the designee, with written permission of a parent or person having legal custody. Specifically, SMC 1.06.090(A)(d) provides that is a violation of the City of Spokane's law against discrimination for any person to discriminate by attempting to discourage the sale of any real property to a purchaser.

With respect to foster care and foster children specifically, Washington State law defines a "group-care facility" as an agency, other than a foster-family home, which is maintained and operated for the care of a group of children on a twenty-four hour basis. RCW 74.15.020(1)(f). Similarly, Washington State regulations define a "staffed residential home" as a licensed facility that provides twenty-four hour care to six or fewer children who require more supervision than can be provided in a foster home. (WAC 388-145-1305).

By contrast, State law defines a "Foster-family home" as an agency which regularly provides

care on a twenty-four hour basis to one or more children, expectant mothers, or persons with developmental disabilities in the family abode of the person or persons under whose direct care and supervision the child, expectant mother, or person with developmental disability is placed. RCW 74.15.020(1)(e). Similarly, Washington regulations define “foster home or foster family home” as a person(s) licensed to regularly provide twenty-four hour care in their home to children. WAC 388-148-1305.

We are confident that the City’s zoning regulations are consistent with the foregoing antidiscrimination provisions and cannot be read to limit the number of foster children living in a foster family home. Section 17A.020.080(P) of the City’s zoning regulations defines household as follows:

Household.

A housekeeping unit consisting of:

1. an individual;
2. two or more persons related by blood or marriage;
3. a group of two or more disabled residents protected under the Federal Fair Housing Amendment Act of 1988;
4. adult family homes as defined under Washington State law; or
5. a group living arrangement where six or fewer residents receive support services such as counseling, foster care or medical supervision at the dwelling unit by resident or non-resident staff;¹ and
6. up to six residents not related by blood or marriage, or in conjunction with any of the above individuals or groups, may occupy a dwelling unit. For purposes of this section, minors living with parent or legal guardian shall not be counted as part of the maximum number of residents.

In a related definition, “related persons” are defined as follows:

Related Persons.

One or more persons related either by blood, marriage, adoption, or guardianship, and including foster children and exchange students; provided, however, any limitation on the number of residents resulting from this definition shall not be applied if it prohibits the City from making reasonable accommodations to disabled persons in order to afford such persons equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendment Act of 1988, 42 U.S.C. 3604(f)(3)(b) and the Washington Housing Policy Act, RCW 35.63.220.

Section 17A.020.180(M).

¹ The neighbors point to the reference to “foster care” in this section as the controlling language in their appeal. But we believe it is clear that this language refers to the State’s definition of a group-care facility, per RCW 74.15.020(1)(f), and not a foster family home where foster parents care for foster children in their own home, as in this case.

When the forgoing provisions are read together, it is clear that the City Council intended to treat families with foster children the same as families with other children, whether related by blood, adoption, or guardianship, and that the Council never intended to place a limit on the number of foster children that can live in a foster family home.

Action

While the City disagrees with efforts to interpret the City's zoning regulations in a manner that treats families with foster children differently than other families, the City would like to take this opportunity to conduct a review of its zoning codes and ordinances to ensure that the City's existing regulations are fully consistent with Federal and State housing laws and chapter 1.06 of the Spokane Municipal Code. In the interim, the City plans to adopt an interim zoning ordinance that aims to eliminate any question about whether or not the City Council intends for the City's zoning code to treat families with foster children differently than any other families.