

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!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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.
- 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 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, including but not limited to demonstrations, banners, applause, 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 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, FEBRUARY 8, 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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER LORI KINNEAR

VACANT – DISTRICT 2, POSITION 2

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. Renewal of Value Blanket Contracts with:**Approve
All

- a. Northstar Chemical (Tualatin, OR) for the annual supply of Hydrochloric Acid to be purchased on an as-needed basis—Estimated annual expenditure \$31,088.20 (incl. tax).

OPR 2016-0059
BID 4059-14

- b. BHS Specialty Chemical Products (Nampa, ID) for purchase of Sodium Hydroxide 50% Membrane (Caustic Soda), not to exceed—\$26,966.29 (incl. tax).

OPR 2016-0060
BID 4058-14**Chuck Conklin**

2. Extension of contract with Safway Services LLC (Spokane, WA) for fabrication, removal and replacement of insulation and cladding for boiler walls and piping at the Waste to Energy Facility from February 1, 2016 to January 31, 2017—Not to exceed \$100,000.

Approve

OPR 2015-0091
RFP 4082-14**Chuck Conklin**

3. Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2015—\$101,000 revenue.

Approve

OPR 2016-0061

Justin Bingham

- | | | |
|---|------------------------------------|------------------------------|
| 4. Universal Transit Access Pass Program Agreement between the City of Spokane and STA authorizing City employee's use of STA services—\$58,240.
Heather Lowe | Approve | OPR 2016-0062 |
| 5. Contract for Upriver Dam Spillway Rehabilitation Phase II Construction engineering support by Hatch LTD engineering consulting—\$240,000.
Steve Burns | Approve | OPR 2016-0063
RFQ 4022-14 |
| 6. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2016-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, 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 _____, 2016: \$_____. | | CPR 2016-0003 |
| 7. City Council Meeting Minutes: _____, 2016. | Approve
All | CPR 2016-0013 |
-

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35361 amending Ordinance No. C35322 passed by 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: Interfund Professional Services, \$3,190,

TO: Various Accounts, same amount;

and

Workers Comp Fund**FROM: Various Accounts, \$5,735,****TO: Various Accounts, same amount;****and****Employee Benefit Fund****FROM: Various Accounts, \$3,825;****TO: Various Accounts, same amount.****and****IT Fund****FROM: Various Accounts, \$3,825;****TO: Various Accounts, same amount.****Heather Lowe**

(This action provides for salary grade adjustments as determined by HR and agreed upon by management and applicable bargaining units.)

NO EMERGENCY ORDINANCES**RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0011 (To be considered under Hearings Item H1.c.)
- RES 2016-0012 Setting hearing before the City Council for March 14, 2016 for the Vacation of the South 30 feet of Rosewood Avenue from 225 feet East of the East line of Helena Street to the West line of Pittsburg Street. Requested by Stacy Bjordahl, representing Collision Service Repair Center. (Nevada/Lidgerwood Neighborhood)
Eldon Brown
- RES 2016-0013 Regarding the adoption of the City of Spokane's 2016 Federal Legislative Agenda.
Council President Stuckart
- RES 2016-0014 Expressing the desire of the Spokane City Council that the City of Spokane sign the International Charter for Compassionate Communities and thereby designate the City of Spokane a Compassionate Community.
Council Member Stratton
- RES 2016-0015 Regarding the City Council's approval of the Plan Commission's 2016 Work Program.
Council Member Kinnear and Council President Stuckart
- ORD C35359 (To be considered under Hearings Item H1.a.)
- ORD C35360 (To be considered under Hearings Item H1.b.)

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1. Spokane Housing Ventures Annexation:

- | | | |
|---|--|----------------------|
| <p>a. First Hearing on Final Reading Ordinance C35359 relating to the pending Spokane Housing Ventures Annexation and amending the Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation.</p> | <p>Hold Hrg.;
2nd Hrg. &
Council
Action on
3/14/16</p> | <p>ORD C35359</p> |
| <p>b. First Hearing on Final Reading Ordinance C35360 relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map.</p> | <p>Hold Hrg.;
2nd Hrg. &
Council
Action on
3/14/16</p> | <p>ORD C35360</p> |
| <p>c. Resolution 2016-0011 setting hearing before the City Council for March 14, 2016 for the proposed Spokane Housing Ventures annexation and amending the City of Spokane comprehensive plan land use map and zoning map to include the Spokane Housing Ventures annexation. (Deferred from the February 1, 2016, City Council meeting)</p> | <p>Adopt Upon
Roll Call
Vote</p> | <p>RES 2016-0011</p> |

Jo Anne Wright

Motion to Approve Advance Agenda for February 8, 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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The February 8, 2016, Regular Legislative Session of the City Council will be held and then City Council is adjourned until February 22, 2016.

Note: The regularly scheduled City Council meeting for Monday, February 15, 2016, has been canceled.

NOTES



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/26/2016
Clerk's File #	OPR 2016-0059
Renews #	
Cross Ref #	OPR 2014-0722
Project #	
Bid #	BID #4059-14
Requisition #	VALUE BLANKET
Agenda Item Name	4490 - VALUE BLANKET FOR PURCHASE OF HYDROCHLORIC ACID FOR WTE

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHUCK CONKLIN 625-6524
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 - VALUE BLANKET FOR PURCHASE OF HYDROCHLORIC ACID FOR WTE

Agenda Wording

Value Blanket order with Northstar Chemical (Tualatin, OR) for the annual supply of Hydrochloric Acid to be purchased on an "as needed" basis. \$31,088.20 estimated annual expenditure including tax.

Summary (Background)

On October 20, 2014, The City opened 3 sealed bids in response to RFB 4059-14, with Northstar Chemical being the lowest responsive bidder. This is the first of 4 renewals specified in the RFB.

Fiscal Impact

Expense \$ 31,088.20

Select \$

Select \$

Select \$

Budget Account

4490-44100-37148-53203

#

#

#

Approvals

Dept Head CONKLIN, CHUCK

Division Director ROMERO, RICK

Finance KECK, KATHLEEN

Legal SCHOEDEL, ELIZABETH

For the Mayor SANDERS, THERESA

Additional Approvals

Purchasing PRINCE, THEA

Council Notifications

Study Session PWC 1/25/2-16

Other

Distribution List

ttauscher@spokanecity.org

jsalstrom@spokanecity.org

rrinderle@spokanecity.org

tprince@spokanecity.org

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
January 25, 2016

Subject

Renewal of Value Blanket with Northstar Chemical of Tualatin, OR, for purchase of Hydrochloric Acid per request for bids #4059-14. Not to exceed \$31,088.20, tax included.

Background

Hydrochloric acid is required for the operation of the waste to energy facility. On October 20, 2014, the City received 3 bids in response to RFB#4059-14. Northstar Chemical was the lowest cost bidder.

The original request for bids allowed for a 1-year agreement, with 4 additional 1-year renewals. This is the first of those renewals.

Impact

Renewal of this value blanket will allow for the uninterrupted operation of the WTE.

Action

Recommend approval.

Funding

Funding for this value blanket is included in the 2016 operations budget.

HYDROCHLORIC ACID
BID 4059-14 OPEN: 10/6/14

	UNIVAR 8201 S 212 th St Kent, WA 98032	OXARC Inc. 4003 E Broadway Ave Spokane WA 99202 509-535-7794 dtolliver@oxarc.com Dave Tolliver	Northstar Chemical 14200 SW Tualatin-Sherwood Rd Tualatin OR 97140 503-625-3770 mwerger@northstarchemical.co m Matt Werger	Brenntag Pacific Inc. 10747 Patterson Pl. Santa Fe Springs CA 90670 562-903-9626 ltua@brenntag.com Laura Tua	JCI JONES CHEMICAL 1919 Marine View Drive Tacoma WA 98422
110,000 LBS MORE OR LESS OF HYDROCHLORIC ACID – 32% SOL CLASS 8 PGII DELIVERY FREQUENCY : APPROX EVERY 23 DAYS APPROX QTY PER DELIVERY: 7,300 LBS	NO BID	\$578.00/tn	\$520.00/tn	\$740.00/tn	NO BID NO BID
SUB TOTAL		\$31,790.00	\$28,600.00	\$40,700.00	
Freight or Deliver Charge					
Sales Tax – 8.7%		\$ 2,765.73	\$ 2,488.20	\$ 3,540.90	
TOTAL:		\$34,555.73	\$31,088.20	\$44,240.90	
Delivery		5-7 DAYS FRO	4 DAYS FRO	3-5 DAYS FRO	
Price per lb Material Component		.289 lb	.18 lb	.27 lb	
Price per lb Delivery Component			.08 lb	.10 lb	
Price per lb Material/Delivery combined			.26 lb	.37 lb	
Formula for price decrease/increase during the duration of the agreement		Pricing is determined by their vendor	Based on market conditions	Price letters from Brenntag suppliers shared with City	
EXCEPTIONS					
Minimum Delivery Requirement		2,600 lbs	n/a	12,000 lbs combined with Caustic	
What is cost impact if minimum delivery requirement could not be off loaded		Will reschedule	n/a	25% of sales price per lb returned	
Advance notification needed to schedule delivery		5-40 days ARO	96 hours	6 working days	
Emergency notification needed to schedule delivery		We have an on call service	24 hours	2 working days	
Where will material be shipped from		Spokane	Tacoma	Portland	
			** PRICING PROVIDED IS FOR A 1-YEAR AGREEMENT – PRICING IS GOOD WHETHER ORDERED TOGETHER WITH 50% CAUSTIC SODA OR NOT**	PRICING COMBINED WITH BID #4058-14 – SODIUM HYDROXIDE 50% CAUSTIC AND HCL DELIVERED MUST COLLECTIVELY EQUAL OR EXCEED 12,000 LBS	



Agenda Sheet for City Council Meeting of: 02/08/2016

Date Rec'd	1/26/2016
Clerk's File #	OPR 2016-0060
Renews #	
Cross Ref #	OPR 2014-0723
Project #	
Bid #	BID #4058-14
Requisition #	VALUE BLANKET

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHUCK CONKLIN 625-6524
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4490 - PURCHASE OF SODIUM HYDROXIDE 50% MEMBRANE (CAUSTIC SODA) FOR WTE

Agenda Wording

Renewal of Value Blanket with BHS Specialty Chemical Products (Nampa, ID) for purchase of Sodium Hydroxide 50% Membrane (Caustic Soda). Not to exceed \$26,966.29, tax included.

Summary (Background)

Sodium Hydroxide is required for the operation of the waste to energy facility. On October 6, 2014, four sealed bids were received for purchase of Sodium Hydroxide 50%. BHS Specialty was the lowest cost bidder. The RFB specified a one year term, with the option to renew for 4 additional 1-year periods. This is the first of those renewals.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 26,966.29	#	4490-44100-37148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/25/2016
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		rrinderle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	tprince@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
January 25, 2016

Subject

Renewal of Value Blanket with BHS Specialty Chemical Products (Nampa, ID) for purchase of Sodium Hydroxide 50% Membrane (Caustic Soda). Not to exceed \$26,966.29, tax included.

Background

Sodium Hydroxide is required for the operation of the waste to energy facility. On October 6, 2014, four sealed bids were received for purchase of Sodium Hydroxide 50%. BHS Specialty was the lowest cost bidder.

Impact

This purchase will allow the WTE to continue operations.

Action

Recommend approval.

Funding

Funding is included in the 2016 operations budget.

SODIUM HYDROXIDE 50%
BID 4058-14 OPEN: 10/6/14

	UNIVAR 8201 S 212 th St Kent, WA 98032	OXARC Inc. 4003 E Broadway Ave Spokane WA 99202 509-535-7794 dtolliver@oxarc.com Dave Tolliver	BHS Specialty Chemical Products 1717 E Fargo Ave Nampa ID 83687 208-466-8437 steve@bhsmarketing.com Steve Rudd	Northstar Chemical 14200 SW Tualatin-Sherwood Rd Tualatin OR 97140 503-625-3770 mwerger@northstarchemical.com Matt Werger	Brenntag Pacific Inc. 10747 Patterson Pl. Santa Fe Springs CA 90670 562-903-9626 ltua@brenntag.com Laura Tua	JCI JONES CHEMICAL
140,000 LBS MORE OR LESS OF SODIUM HYDROXIDE 50% LIQUID CAUSTIC SODA – MEMBRANE GRADE DELIVERY FREQUENCY : APPROX EVERY 27 DAYS APPROX QTY PER DELIVERY: 13,000 LBS	NO BID	\$480.00/tn	\$354.40/tn	\$510.00/tn	\$560.00/tn	NO BID
SUB TOTAL		\$33,600.00	\$24,808.00	\$35,700.00	\$39,200.00	
Freight or Deliver Charge						
Sales Tax – 8.7%		\$ 2,923.20	\$ 2,158.29	\$ 3,105.90	\$ 3,410.40	
TOTAL:						
Delivery		\$36,523.20	\$26,966.29	\$38,805.90	\$42,610.40	
Price per lb Material Component		5-7 DAYS FRO	3 DAYS FRO	4 DAYS FRO	3-5 DAYS FRO	
Price per lb Delivery Component		.24 lb	.1452 lb	.1720 lb	.18 lb	
Price per lb Material/Delivery combined		.24 lb	.032 lb	.0830 lb	.10 lb	
Formula for price decrease/increase during the duration of the agreement		Pricing is tied to our vendor	.1772 lb Price is firm for one year	Based on market conditions	HIS NIE Asian Spot Average	
EXCEPTIONS						
Minimum Delivery Requirement		6,355 lbs	13,000 wet lbs	n/a	12,000 lbs combined with HCL	
What is cost impact if minimum delivery requirement could not be off loaded		None	\$85/hr, 4 hour minimum charge	n/a	25% of sales price per lb returned	
Advance notification needed to schedule delivery		5-7 days ARO	3-5 days	96 hours	6 working days	
Emergency notification needed to schedule delivery		We have an on call service	24 hours	24 hours	2 working days	
Where will material be shipped from		Spokane	Spokane	Tacoma	Portland	

** PRICING PROVIDED IS FOR A

				1-YEAR AGREEMENT – PRICING IS GOOD WHETHER ORDERED TOGETHER WITH 50% CAUSTIC SODA OR NOT**	PRICING COMBINED WITH BID #4059-14 – HCL AND SODIUM HYDROXIDE 50% CAUSTIC DELIVERED MUST COLLECTIVELY EQUAL OR EXCEED 12,000 LBS
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Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/26/2016
Clerk's File #	OPR 2015-0091
Renews #	
Cross Ref #	
Project #	
Bid #	RFP #4082-14
Requisition #	CR 16488

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHUCK CONKLIN 625-6524
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490- EXTENSION OF CONTRACT WITH SAFWAY SERVICES LLC

Agenda Wording

Extension of contract with SAFWAY SERVICES LLC (Spokane) for fabrication, removal and replacement of insulation and cladding for boiler walls and piping at the WTE. February 1, 2016 to January 31, 2017. Not to exceed \$100,000.00.

Summary (Background)

On February 23, 2015, the City entered into a contract with Safway Services LLC as the most responsive and lowest cost proposer in response to RFP#4082-14 for insulation services at the WTE. The term of the contract was 1 year, with 4 additional one-year extensions. This is the first of those extension.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 100,000.00	#	4490-44100-37148-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/25/2016
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprinc@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
January 11, 2016

Subject

Extension of Contract with Safway Services, LLC, of Spokane, for removal and replacement of insulation and cladding for boiler walls and piping and fabrication and installation of removable of insulation blankets at the WTE. February 1, 2016, to January 31, 2017. \$100,000.00 including taxes if applicable.

Background

During outages at the WTE removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation and piping and fabrication and installation of removable insulation blankets is also required. Removal and replacement of damaged or worn insulation may also be required on an as-needed basis.

The City issued RFP #4082-14 and received 3 proposals: DKP Inc., of Pasco, WA; Hudson Bay Insulation Co., of Seattle, and Safway Services LLC, of Spokane. Safway Services LLC was the most responsive and lowest cost proposer.

The term of the original contract was through January 31, 2016, with 4 additional one-year extensions. This is the first of those extensions.

Impact

Insulation and cladding of various types is required throughout the plant to allow the WTE to operate properly, and maintain a safe working environment. This contract extension will allow for that insulation to be removed and replaced from time to time allowing the facility to be maintained and repaired.

Action

Approval of this contract extension is recommended.

Funding

Funding is included in the 2016 operation and maintenance budget.

CONTRACT AMENDMENT/EXTENSION

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SAFWAY SERVICES, LLC, whose address is 6206 East Trent Avenue, Building 3, Suite A, Spokane, Washington 99212, as "Contractor".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to the REMOVAL OF INSULATION AND CLADDING FOR BOILER WALLS AND OTHER AREAS AT THE CITY'S WASTE TO ENERGY FACILITY. AS WELL AS THE REPLACEMENT OF THE INSULATION AND PIPING AND FABRICATION AND INSTALLATION OF REMOVABLE INSULATION BLANKETS. THIS IS TO INCLUDE THE REMOVAL AND REPLACEMENT OF DAMAGED OR WORN INSULATION ON AN AS-NEEDED BASIS; and

WHEREAS, the Contract allows four (4) additional one (1) year renewals/extensions, upon mutual agreement of the parties; and

WHEREAS, the parties agree to extend the contract -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated March 23, 2015 and March 31, 2015, 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 February 1, 2016.
3. EXTENSION. The contract documents are hereby extended and shall run through January 31, 2017.
4. AMENDMENT. Section 5 of the contract documents is amended to read as follows:
 5. COMPENSATION. The City will pay ~~ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)~~ TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.

5. COMPENSATION. The City shall pay ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for everything furnished and done under this Contract Amendment.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

SAFWAY SERVICES, LLC

Email Address, if available: _____

By: _____

Title: _____

15-314



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/20/2016
Clerk's File #	OPR 2016-0061
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	JUSTIN BINGHAM 835-5994
Contact E-Mail	JBINGHAM@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0500-2015 RELICENSING PROGRAM INTERLOCAL

Agenda Wording

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2015.

Summary (Background)

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue by assisting suspended drivers to regain their license and insurance and pay outstanding fines.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 101,000	#	0500-11220-99999-34239
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WHALEY, HUNT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	nisserlis@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jbingham@spokanecity.org	
<u>Additional Approvals</u>		epbrown@spokanecity.org	
<u>Purchasing</u>		hwhaley@spokanecity.org	
		lhaskell@spokanecounty.org	
		gvasquez@spokanecounty.org	
		kkeck@spokanecity.org	

BRIEFING PAPER
City of Spokane
City Legal/City Prosecutor's Office
2015 Relicensing Program Interlocal
February 1, 2016

Subject

Interlocal Agreement with Spokane County and Spokane County Prosecutor to fund and staff the Relicensing Program for 2015.

Background

This regional program was re-established in 2008 for the purpose of enhancing collection of traffic fine revenue and reducing the impact on the criminal justice system of the charge of driving while license suspended in the 3rd degree.

Impact

- Reduces number of unlicensed and uninsured drivers
- Reduces docket case loads for Municipal and District Court
- Generates revenue via affordable monthly payment plans

Action

Recommendation of the Public Safety Committee for City Council approval of the 2015 Relicensing Program Interlocal Agreement (January 1, 2015 – December 31, 2015).

Funding

City funds for this interlocal agreement are available in the City's 2015 annual budget.

RELICENSING PROJECT INTERLOCAL AGREEMENT

(January 1, 2015-December 31, 2015)

THIS AGREEMENT entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY," SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY," and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR," hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

W I T N E S S E T H:

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

WHEREAS, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

NOW THEREFORE, the PARTIES agree as follows:

SECTION NO. 1: PURPOSE.

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Relicensing Project ("RP").

SECTION NO. 2: TERM.

This Agreement shall begin on January 1, 2015 and continue until December 31, 2015. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES.

SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

A. General:

1. Although it is anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall advance certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Paralegal II, Legal Office Assistant 1 and Cashier or equivalent positions. The term "salaries" shall include all benefits such as medical, dental, life insurance and disability.

C. Office Space.

1. The RP will be located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.

9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.

SECTION NO. 4: FINANCING

A. Budgeting:

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate in the Agreement through December 31, 2015. At the end of the term, the COUNTY and PROSECUTOR agree to review continued participation in the Relicensing Program. Each PARTY shall advise the other PARTIES, by October 1, 2015, of its intent to participate in this Agreement in calendar year 2016 and any proposed budget changes affecting this Agreement for calendar year 2016. However, the Parties recognize that any intent to continue participation in 2016 is dependent on final budget adoption by COUNTY and CITY which does not occur until December 2015 for 2016. Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.

B. Revenue:

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. The Spokane County Prosecutor's Office, Discovery Unit, will collect the program administrative fee and post such fees to a segregated revenue line item for RP.
3. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2015, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2015 showing that the CITY advances approximately fifty three and thirty six hundredths percent (53.36%) of budgeted costs of RP and the COUNTY advances forty six and sixty four hundredths percent (46.64%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein.
4. In January 2016, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2015

through December 31, 2015 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2015 through December 31, 2015 contribution.

5. Using the same percent of contribution determined in paragraph 4, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2015 through December 31, 2015. The proceeds from the administrative fee collected during October, November and December of 2015 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2015 through December 31, 2015 to those determined under the terms of paragraph 4.
6. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties and assessments in accordance with such entity's internal policies.

SECTION NO. 5: EMPLOYMENT

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

SECTION NO. 6: LIABILITY

- A. The COUNTY shall defend, indemnify and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify and hold harmless the CITY from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.

County initials

City initials

SECTION NO. 7: NOTICES

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

Copy: City Prosecutor
909 West Mallon Avenue
Spokane, Washington 99201

COUNTY: County Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

PROSECUTOR: Spokane County Prosecutor
1100 West Mallon Avenue
Spokane, Washington 99260

SECTION NO. 8: PROPERTY UPON TERMINATION

Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each PARTY contributing to its acquisition.

SECTION NO. 9: ADMINISTRATION

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

SECTION NO. 10: ANTI-KICKBACK

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

SECTION NO. 11 RCW 39.34 REQUIRED CLAUSES

A. Purposes: See Section No. 1 above.

- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 2 above.
- H. Property Upon Termination. See Section No. 8 above.

SECTION NO. 12: MISCELLANEOUS

- A. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- D. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. Assignment. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- F. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term

or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

- G. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- I. Venue. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. 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.
- K. 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 any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. 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.

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

Dated: _____

BOARD OF COUNTY
COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

Todd Mielke, Chair

BY: _____
Ginna Vasquez
Clerk of the Board

Shelly O'Quinn, Vice Chair

Al French, Commissioner

PROSECUTOR:

Dated: _____

Lawrence H. Haskell, County Prosecutor

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

15-510

Community Relicensing Project

Budget Summary

	A	C	D	E
1				
2	City Prosecuting Attorney			
3		Gross Expense	City Contribution	County Contribution
4	Personnel Expenses			
5				
6	City Prosecutor Staff (Base Compensation)			
7	Asst Prosecutor	\$ 77,465.00	\$ 77,465.00	\$ -
9	Total City Prosecutor Base Compensation	\$ 77,465.00	\$ 77,465.00	\$ -
10				
11	City Prosecutor Staff (Benefit Compensation)			
12	Asst Prosecutor	\$ 25,070.00	\$ 25,070.00	\$ -
14	Total City Prosecutor Employee Benefits	\$ 25,070.00	\$ 25,070.00	\$ -
15				
16	Total City Prosecutor Employee Costs	\$ 102,535.00	\$ 102,535.00	\$ -
17				
18	City Non-personnel Expenses			
19	Travel		\$ -	\$ -
20	Equipment	\$ 13,834.79	\$ 13,834.79	\$ -
21	Supplies	\$ 3,344.61	\$ 3,344.61	\$ -
22	Other	\$ 7,560.00	\$ 7,560.00	\$ -
23	Total Non-personnel Expenses	\$ 24,739.40	\$ 24,739.40	\$ -
24				
25	Total City Prosecutor Expenses	\$ 127,274.40	\$ 127,274.40	\$ -
26				
27				
28	Total City Expenses	\$ 127,274.40	\$ 127,274.40	\$ -
29				
30	County Prosecuting Attorney			
31				
32	Personnel Expenses			
33		Gross Expense	City Contribution	County Contribution
34	County Prosecutor Staff (Base Compensation)			
35	Legal Office Asst 2 (Step 7)	\$ 34,050.00	\$ -	\$ 34,050.00
36	Paralegal 2 (Step 6)	\$ 42,226.54	\$ -	\$ 42,226.54
38	Cashier (Step 7)	\$ 3,502.56	\$ -	\$ 3,502.56
39	Total County Prosecutor Base Compensation	\$ 79,779.10	\$ -	\$ 79,779.10
40				
41	County Prosecutor Staff (Benefit Compensation)			
42	Legal Office Asst 2 (Step 7)	\$ 13,405.33	\$ -	\$ 13,405.33
43	Paralegal 2 (Step 6)	\$ 14,871.29	\$ -	\$ 14,871.29
45	Cashier (Step 7)	\$ 1,233.12	\$ -	\$ 1,233.12
46	Total County Prosecutor Employee Benefits	\$ 29,509.74	\$ -	\$ 29,509.74
47				
48	Total County Prosecutor Employee Costs	\$ 109,288.84	\$ -	\$ 109,288.84
49				
50	County Non-personnel Expenses			
51	Travel	\$ -	\$ -	\$ -
52	Equipment (Cannon Copier)	\$ 1,965.60	\$ -	\$ 1,965.60
53	Supplies	\$ -	\$ -	\$ -
54	Contracts	\$ -	\$ -	\$ -
55	Total Non-personnel Expenses	\$ 1,965.60	\$ -	\$ 1,965.60
56				
57	Total County CRJC Expenses	\$ 111,254.44	\$ -	\$ 111,254.44
58				
59		Gross Expense	City Contribution	County Contribution
60				
61				
62				
63	Total Current Funding Committed	\$ 238,528.84	\$ 127,274.40	\$ 111,254.44
64	% of Current Funding Committed	100.00%	53.36%	46.64%
65				
66				



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/27/2016
Clerk's File #	OPR 2016-0062
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 625-6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0620 UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT

Agenda Wording

U-TAP Program Agreement between the City of Spokane and STA.

Summary (Background)

The purpose of this agreement is to continue a pass program authorizing City employees use of STA services.

Fiscal Impact

Expense \$ 58,240.00

Select \$

Select \$

Select \$

Budget Account

0020-8840-19990-54201

#

#

#

Approvals

Dept Head LOWE, HEATHER

Division Director LOWE, HEATHER

Finance KECK, KATHLEEN

Legal DALTON, PAT

For the Mayor SANDERS, THERESA

Council Notifications

Study Session 2/1/16

Other

Distribution List

Additional Approvals

Purchasing



September 8, 2014

Laura Williams
4th Floor, City Hall
808 West Spokane Falls Blvd.
Spokane, WA 99201
Re: Universal Transit Access Pass Program Renewal

Dear Ms. Williams:

In accordance with the UTAP Contract between the City of Spokane and Spokane Transit Authority which was executed on March 20, 2013, this letter represents the "Not to Exceed" contract price for the period of January 1, 2015 through December 31, 2015. This contract renews automatically effective January 1, 2015 with the Not to Exceed Fee of \$58,240.

In addition, please see the 2014-2015 Direct Utility Rate Schedule attached as Exhibit A. This Exhibit A provides notice to you of the new Direct Utility Rate Schedule in effect for the upcoming agreement.

As we noted in our recent discussions, the Average Per Trip Utility Rate is \$0.91.

Here is to another great year!

Sincerely,

A handwritten signature in cursive script that reads 'Beth Bousley'.

Beth Bousley
Director of Communications and Customer Service
Spokane Transit Authority
1230 W Boone Ave.
Spokane, WA 99201



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

January 7, 2015

CITY CLERK FILE NO.
OPR 2014-0854

Beth Bousley
Director of Communications and Customer Service
Spokane Transit Authority
1230 W Boone Avenue
Spokane, WA 99201

RE: UTAP CONTRACT between the City of Spokane and Spokane Transit Authority –
Not to Exceed contract price for the period of January 1, 2015 through December
31, 2015.(Contract renews automatically effective January 1, 2015 with the Not to
Exceed Fee of \$58,240)

The above referenced agreement was approved during the Administrative Session of the
December 15, 2014 City Council Meeting and has now been signed by the appropriate City
officials.

Enclosed you will find the original document. Please review and upon approval, sign and
return the original agreement to my attention so that I may finish the processing and
distribution of this agreement.

Thank you, we look forward to the early return of this document.

Yours very truly,

Shirley M. Pippenger, Clerk III
Spokane City Clerks Office
(509) 625-6351

Enclosures

C: Laura Williams – 4th Floor, City Hall



Agenda Sheet for City Council Meeting of:
12/15/2014

Date Rec'd	12/3/2014
Clerk's File #	OPR 2014-0854
Renews #	OPR 2014-0160
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 625-6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0620 UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT

Agenda Wording

U-TAP Program Agreement between City of Spokane and STA.

Summary (Background)

The purpose of this agreement is to continue a pass program authorizing City employees use of STA services.

Fiscal Impact		Budget Account
Expense	\$ 58,240.00	# 0020-88400-19990-54201
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	LOWE, HEATHER	Study Session 12/1/2014
Division Director	LOWE, HEATHER	Other
Finance	LESESNE, MICHELE	Distribution List
Legal	WHALEY, HUNT	mcurtis@spokanetransit.org
For the Mayor	SANDERS, THERESA	rkokot@spokanecity.org
Additional Approvals		mlesesne@spokanecity.org
Purchasing		hlowe@spokanecity.org
		gkinyon@spokanecity.org
		lwilliams@spokanecity.org

APPROVED BY SPOKANE CITY COUNCIL ON

12/15/2014
[Signature]
SPOKANE CITY CLERK

Exhibit A



Bus Pass Program - 2015

Customer: City of Spokane

Period: 2015

Not to Exceed Rate:

\$158,540

Route	Direct Utility Charge per Boarding	Number of Boardings	Number of Rides from 1-30	Number of Rides (50 % Discount on Rides over 31+)	Billing
1- Arena Shuttle	\$ 0.70				
2 - Medical Shuttle	\$ 1.04				
20 SFCC	\$ 0.81				
21 West Broadway	\$ 0.78				
22 NW Blvd.	\$ 0.83				
23 Maple/Ash	\$ 0.73				
24 Monroe	\$ 0.72				
25 Division	\$ 1.01				
26 Lidgerwood	\$ 1.00				
27 Hillyard	\$ 0.99				
28 Nevada	\$ 0.95				
29 SCC	\$ 0.93				
32 Trent/Montgomery	\$ 1.08				
33 Wellesley	\$ 0.78				
34 Freya	\$ 0.72				
39 Mission	\$ 0.89				
42 South Adams	\$ 0.67				
43 Lincoln/37th	\$ 0.74				
44 29th Ave	\$ 0.79				
45 Regal	\$ 0.84				
60 Airport/Browne's Add	\$ 0.84				
61 Highway 2/ Browne's Add	\$ 1.17				
62 Medical Lake	\$ 1.50				
66 Cheney/EWU	\$ 1.28				
68 Cheney Local	\$ 0.77				
90 Sprague	\$ 1.06				
94 East Central	\$ 1.03				
96 Pines/Sullivan	\$ 1.04				
97 South Valley	\$ 1.05				
98 South Valley	\$ 0.94				
124 North Express	\$ 1.30				
165 Cheney Express	\$ 1.36				
173 VTC Express	\$ 1.43				
174 Liberty Lake Express	\$ 1.50				
Paratransit	\$ 1.50				
New or Special Events	\$ 0.98				
Total					

Total Monthly Bill

\$0.00

City of Spokane Universal Access Transit Access Program (UTAP) 2015



CITY of SPOKANE RIDERSHIP HISTORY

RIDERSHIP

City of Spokane																			
Year	Ridership													Total					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec						
2008 (Oct -Dec)																			
2009	6475	6274	6932	7062	6111	6972	6915	6390	6052	348	5770	6052	6055	6245	6052	6052	6052	6052	118222
2010	6470	6018	6645	6507	5959	6637	6222	4476	6089	6149	5514	5437	5514	5437	6149	5514	5437	5437	775355
2011	5520	5366	5539	5930	6141	6235	5776	6099	5220	5754	5725	5408	5725	5408	5754	5725	5408	5408	68713
2012	6035	5824	5995	6158	6501	5878	5452	6257	5014	5834	5206	4943	5206	4943	5834	5206	4943	4943	69097
2013	5899	5224	5372	4869	5097	5052	5040	4931	4802	5676	4922	5037	4922	5037	5676	4922	5037	5037	61921
2014	5597	5093	5281	5374	5241														265866

- The ridership comparison from May 2012 through April 2013 and May 2013 through April 2014 is as follows:
 - May 2012 through April 2013 = 67,738
 - May 2013 through April 2014 = 66,771
- Ridership was slightly down (1.4)% comparing the last 12 months with the previous 12 month period
- Ridership for the first 5 months of 2014 is up .5%

Contract Renewal

CITY OF SPOKANE

Universal Transit Access Pass Program

■ Contract formula

- Ridership by route x Individual route utility rate = monthly bill
- Establish a “not to exceed” total cost for contract period
 - Annual ridership estimate x average utility rate = “not to exceed” cost for the contract

■ Strengths

- Reflects current ridership
- Tied to STA’s cost of providing service (still highly subsidized)
- Reflects patrons’ use of short or long trips
- Retains budget predictability for participating organizations

Customer: City of Spokane
 Period: May 2013-April 2014
 Not to Exceed Rate: \$58,240

“Not to Exceed” Contract Cost

Average Per Trip Utility Rate

Direct Utility Charges / Boardings = Rate

The rates remain virtually the same for 2015 for the calculation of the NTE.

\$56,396.18/61,973= \$0.91

Estimated 2015 Ridership

64,000 = 3% projected growth from 2014

2015 “Not to Exceed”

Contract Cost

Estimated Ridership X Rate = NTE

2015 Contract (Not to Exceed)

= 64,000 X \$.91 = \$58,240



Route	Direct Utility Charge per Boarding	Number of Boardings	Number of Rides from 1-30	Number of Rides (50 % Discount on Rides over 31+)	Billing
1- Arena Shuttle	\$ 0.73	849	828	21	\$612.11
2- Medical Shuttle	\$ 0.97	663	573	90	\$599.46
20 SFCC	\$ 0.78	1,232	952	280	\$851.76
21 West Broadway	\$ 0.74	1,008	795	213	\$667.11
22 NW Blvd.	\$ 0.82	1,471	1,246	225	\$1,113.97
23 Maple/Ash	\$ 0.70	2,628	2,151	477	\$1,672.65
24 Monroe	\$ 0.72	3,885	3,402	483	\$2,623.32
25 Division	\$ 0.95	4,333	3,369	964	\$3,658.45
26 Lidgerwood	\$ 0.98	1,125	817	308	\$951.58
27 Hilliard	\$ 0.94	1,442	1,226	216	\$1,253.96
28 Nevada	\$ 0.92	1,288	1,126	162	\$1,110.44
29 SCC	\$ 0.84	790	595	195	\$581.70
32 Trent/Montgomery	\$ 1.03	324	235	89	\$287.89
33 Wellesley	\$ 0.84	1,566	1,376	390	\$1,151.64
34 Freye	\$ 0.94	537	451	86	\$464.36
39 Mission	\$ 0.86	1,206	800	406	\$862.58
42 South Adams	\$ 0.64	892	743	149	\$523.20
43 Lincoln/37th	\$ 0.72	2,807	2,307	500	\$1,841.04
44 29th Ave	\$ 0.74	5,883	5,175	708	\$4,091.46
45 Regal	\$ 0.78	2,717	2,492	225	\$2,031.51
60 Airport/Browne's Add	\$ 0.78	683	628	55	\$511.29
61 Highway 2/ Browne's Add	\$ 1.12	1,002	696	306	\$950.88
62 Medical Lake	\$ 1.50	558	359	199	\$687.75
66 Cheney/EWU	\$ 1.14	1,281	1,069	212	\$1,339.50
68 Cheney Local	\$ 0.72	24	22	2	\$16.56
90 Sprague	\$ 1.07	2,385	1,868	517	\$2,275.36
94 East Central	\$ 0.91	1,186	990	196	\$990.08
96 Pines/Sullivan	\$ 0.94	187	133	54	\$150.40
97 South Valley	\$ 0.96	218	141	77	\$172.32
98 South Valley	\$ 0.91	479	306	173	\$357.18
124 North Express	\$ 1.14	6,036	5,575	461	\$6,618.27
165 Cheney Express	\$ 1.37	969	878	91	\$1,265.20
173 VTC Express	\$ 1.32	3,132	2,685	447	\$3,839.22
174 Liberty Lake Express	\$ 1.50	7,186	6,508	678	\$10,270.50
Paratransit	\$ 1.50	1	1	0	\$1.50
Total		61,973	52,312	9,655	\$56,396.18

Total Monthly Bill \$0.00

City of Spokane

Universal Transit Access

Pass Program

■ Previous Contracts

■ 2012 Contract \$57,032

■ 2013 Contract \$58,930

■ 2014 Contract \$54,290

2015 Contract (Not to Exceed) =

2015 ridership estimate x calculated average utility rate = 'no greater than' contract total

■ New Contract

■ 2015 Contract (Not to Exceed) = $64,000 \times \$0.91 = \$58,240$



Spokane Transit

Bus Pass Program - 2015

Customer: City of Spokane
Period: 2015

Not to Exceed Rate:

Route	Direct Utility Charge per Boarding	Number of Boardings	Number of Rides from 1-30	Number of Rides (50 % Discount on Rides over 31+)	Billing
1- Arena Shuttle	\$ 0.70				
2 - Medical Shuttle	\$ 1.04				
20 SECC	\$ 0.81				
21 West Broadway	\$ 0.78				
22 NW Blvd.	\$ 0.83				
23 Maple/Ash	\$ 0.73				
24 Monroe	\$ 0.72				
25 Division	\$ 1.01				
26 Lidgerwood	\$ 1.00				
27 Hilliard	\$ 0.99				
28 Nevada	\$ 0.95				
29 SCC	\$ 0.93				
32 Trent/Montgomery	\$ 1.08				
33 Wellesley	\$ 0.78				
34 Freya	\$ 0.72				
39 Mission	\$ 0.89				
42 South Adams	\$ 0.67				
43 Lincoln/37th	\$ 0.74				
44 29th Ave	\$ 0.79				
45 Regal	\$ 0.84				
60 Airport/Browne's Add	\$ 0.84				
61 Highway 2/ Browne's Add	\$ 1.17				
62 Medical Lake	\$ 1.50				
66 Cheney/EWU	\$ 1.28				
68 Cheney Local	\$ 0.77				
90 Sprague	\$ 1.06				
94 East Central	\$ 1.03				
96 Pines/Sullivan	\$ 1.04				
97 South Valley	\$ 1.05				
98 South Valley	\$ 0.94				
124 North Express	\$ 1.30				
165 Cheney Express	\$ 1.36				
173 VTC Express	\$ 1.43				
174 Liberty Lake Express	\$ 1.50				
Paratransit	\$ 1.50				
New or Special Events	\$ 0.98				
Total					\$0.00

Total Monthly Bill

Monthly Billing

The new 2014 Direct Utility Charge per route is reflected in this invoice example.

- Monthly billing will reflect new rates
- Total of monthly billings will not be greater than 'Not to Exceed' ceiling



Number of Rides

InstID	yr	# Range of Rides	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
City	2013	001-010	0	0	0	0	0	0	0	87	108	86	83	80	444
City	2013	011-020	0	0	0	0	0	0	0	49	48	48	53	54	252
City	2013	021-030	0	0	0	0	0	0	0	42	51	39	54	58	244
City	2013	031-040	0	0	0	0	0	0	0	35	35	43	38	36	187
City	2013	041-050	0	0	0	0	0	0	0	18	12	26	12	10	78
City	2013	051-060	0	0	0	0	0	0	0	6	6	4	5	9	30
City	2013	061-070	0	0	0	0	0	0	0	1	0	4	1	3	9
City	2013	071-080	0	0	0	0	0	0	0	2	1	2	1	0	6
City	2013	081-090	0	0	0	0	0	0	0	1	0	2	1	0	4
City	2013	091-100	0	0	0	0	0	0	0	0	1	1	1	0	3
City	2013	101-110	0	0	0	0	0	0	0	1	0	0	0	0	1
City	2014	001-010	71	66	81	105	0	0	0	0	0	0	0	0	323
City	2014	011-020	50	53	56	56	0	0	0	0	0	0	0	0	215
City	2014	021-030	60	65	51	44	0	0	0	0	0	0	0	0	220
City	2014	031-040	41	36	47	38	0	0	0	0	0	0	0	0	162
City	2014	041-050	12	10	14	14	0	0	0	0	0	0	0	0	50
City	2014	051-060	6	7	2	5	0	0	0	0	0	0	0	0	20
City	2014	061-070	4	0	1	4	0	0	0	0	0	0	0	0	9
City	2014	071-080	4	3	3	1	0	0	0	0	0	0	0	0	11
City	2014	081-090	1	0	1	3	0	0	0	0	0	0	0	0	5
City	2014	091-100	0	0	0	1	0	0	0	0	0	0	0	0	1



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/27/2016
Clerk's File #	OPR 2016-0063
Renews #	
Cross Ref #	RFQ #4022-14
Project #	
Bid #	
Requisition #	16492

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	STEVE BURNS 742-8154
Contact E-Mail	SBURNS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 - ENGINEERING SUPPORT UPRIVER DAM SPILLWAY REHABILITATION

Agenda Wording

Contract for Upriver Dam Spillway Rehabilitation Phase II Construction engineering support by Hatch LTD engineering consulting.

Summary (Background)

Hatch will continue engineering support for the Upriver Dam Spillway Rehabilitation Project including construction management; hydraulic analysis to assess secondary apron and baffle blocks; continued inspection and analysis of spillway piezometers; continues spillway stability review; and permitting assistance. The contract is scheduled to be implemented immediately and continue through the duration of the construction, approximately 18 months total.

Fiscal Impact		Budget Account	
Expense	\$ 240,000.00	#	4250-42300-94000-56501-04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	
Division Director	ROMERO, RICK	Other	PWC 1/20/2016
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	SBURNS	
For the Mayor	SANDERS, THERESA	ACLIN	
Additional Approvals			
Purchasing			

City of Spokane

CONSULTANT AGREEMENT

Title: **UPRIVER DAM SPILLWAY REHABILITATION PHASE III A, B AND C – ENGINEERING REVIEW, PERMITTING ASSISTANCE AND CONSTRUCTION MANAGEMENT**

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and **Hatch Ltd.**, whose address is 6 Nickerson Street, Suite 101, Seattle, Washington, 98109 as ("Consultant").

WHEREAS, the purpose of this Agreement is for the City of Spokane to perform the necessary Spillway Rehabilitation at the City's Upriver Dam; and

WHEREAS, the Consultant was selected from a competitive City Procurement, more specifically a Request for Qualifications (RFQ #4022-14 _____).

-- 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 begins on **December 8, 2015, and ends on December 31 July 31, 2016 2017**, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. 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 General Scope of Work for this Agreement is described in Exhibit A – Consultant's General Scope of Work dated December 8, 2015, 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 AND FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00)**, unless modified by a written amendment to this Agreement.

5. REIMBURSABLES

If the Agreement specified 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 shall provide no reimbursement.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts 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.

- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) 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 Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Service Administration (GSA) Cost Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate is 56.5 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. 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 WATER AND HYDROELECTRIC SERVICES DEPARTMENT 914 East Foothills Drive Spokane, WA 99207

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 • WATER AND HYDROELECTRIC SERVICES DEPARTMENT • Project Coordinator: Steve Burns (Please do not put name in the address portion of the invoice) • Department Contract No. OPR # _____ • Contract Title: UPRIVER DAM SPILLWAY REHABILITATION PHASE III A, B AND C – ENGINEERING REVIEW, PERMITTING ASSISTANCE AND CONSTRUCTION MANAGEMENT • Period covered by the invoice • Project Title = A Project is described as listed on the six (6) year Capital • Employee's name and classification • Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked • Total labor costs per Project • Itemization of direct, non-salary costs (per Project, 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 Project and for the total Agreement

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:
Water & Hydroelectric Services Department - City of Spokane	Hatch Ltd. 6 Nickerson Street, Suite 101

914 East Foothills Drive Spokane, WA 99207	Seattle, Washington, 98109
---	----------------------------

10. SOCIAL EQUITY REQUIREMENTS.

A. 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.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

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. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

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") which shall be attached to this Agreement as Exhibit D. 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

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments: Exhibit A – Consultant's General Scope of Work dated December 8, 2015

16-407

December 8, 2015

Stephen M. Burns, P.E.
City of Spokane
Water Department-Upriver Dam
914 E North Foothills Drive
Spokane, WA 99207

Dear Stephen:

Subject: Upriver Dam Spillway Rehabilitation Phase III A, B and C - Engineering Review, Permitting Assistance and Construction Management

The attached Offer for Engineering and Consultancy Services outlines the proposed scope and budget to complete hydraulic and geotechnical analyses, permitting assistance and construction management support for the Upriver Dam Spillway Rehabilitation Project (herein referred to as Project). This comprises our commercial offer for our services.

The overall cost is estimated to be \$239,281 on a reimbursable cost basis for Phase IIIA – Engineering Review, Phase IIIB – Permitting Assistance and Phase IIIC – Construction Engineering Support. Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services in accordance with the existing Professional Services Terms and Conditions that were established for Phase II A agreement dated September 24, 2014. This letter, the attached Statement of Work, Commercial Offer and Rate Schedule, and the established Standard Terms and Conditions would form the whole agreement between the City of Spokane and Hatch.

If this offer is acceptable to City of Spokane, please prepare the consulting agreement for our signature. We will plan to mobilize the team to start to undertake this work for you as soon the agreement is executed. If you would like to clarify or further discuss any aspect of this offer, please call me at 206-288-2911.

Yours faithfully,



James H. Rutherford, P.E.
JHR:jhr
Attachment(s)

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ENGINEERING AND CONSULTANCY SERVICES
for
Upriver Dam Spillway Rehabilitation Phase III A, B and C -
Engineering Review, Permitting Assistance and Construction
Management

December 8, 2015

Client Name:	City of Spokane
Project Name:	Upriver Dam Spillway Rehabilitation Phases III A, B and C - Engineering Review, Permitting Assistance and Construction Management
Client Contact:	Stephen M. Burns, P.E.
Hatch Contact:	James H. Rutherford, P.E. jrutherford@hatchusa.com Phone: 206 288 2911
Estimated Start Date:	December 8, 2015
Estimated Completion Date:	December 31, 2016
Cost Basis:	Reimbursable Costs Basis
Project Estimate (III A, B, and C combined):	\$239,281



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Scope of Work

CITY OF SPOKANE

UPRIVER SPILLWAY REHABILITATION PHASE III ENGINEERING REVIEW AND PERMITTING ASSISTANCE

PHASE III A – ENGINEERING REVIEW

Task 1 – Hydraulic Analysis

1. Prepare a Computational Fluid Dynamics (CFD) Model of the existing and proposed spillway and baffle block configuration. A three-dimensional model of the spillway monolith primary apron and baffle blocks was prepared as part of the pier stability analysis conducted during Task 5 of Phase II B. This model will be extended to include the secondary apron and baffle blocks and downstream subsurface conditions for use in the CFD model. Bathymetric survey data downstream of the secondary spillway apron will be required to allow the model to be extended to the control section on the left abutment. We have assumed that the City of Spokane survey crews will perform a baseline survey of this area, with coordination from Hatch. The Hatch hydraulics engineer responsible for the CFD analysis will visit the site for a day to identify the extent of the required survey including cross sections.
2.
 - a) Perform CFD model runs for normal flow and normal maximum flow with the existing spillway without the apron topping slab in place. Develop baseline hydraulic performance parameters to determine forces acting upon the spillway apron.
 - b) Perform CFD model runs for the normal flow, normal maximum flow, and spillway design flood with pre-construction arrangement of baffle blocks without the apron topping slab in place. Investigate the location of the hydraulic jump in the tailrace/apron and determine tailrace velocities.
3. Perform CFD model runs for the normal flow, normal maximum flow, and spillway design flood with the apron topping slab (nominal 6”) in place and the apron baffle blocks reconstructed per the current contract drawings for the Upriver Dam Spillway Rehabilitation Project Phase II. Based on observed energy dissipation performance with the changes to apron, determine if any hydraulic modifications are required to the spillway baffle blocks to ensure containment of the hydraulic jump on the apron and to ensure tailrace velocities do not increase risk of bank erosion.

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4. Optional Task 1.3a – If adverse hydraulic conditions are noted with the proposed changes to the apron, develop two alternative baffle block geometries and arrangements in the three dimensional model and test their performance relative to the existing spillway and the spillway with the modified apron. Perform CFD model runs for the normal flow, normal maximum flow, and spillway design flood to determine if the energy dissipation efficiency is improved by either or both of the baffle block arrangements selected. Assume two additional runs are required to refine the hydraulic design.
5. Prepare a technical memorandum documenting the results of the CFD modeling and any recommendations of spillway baffle block modifications to meet or exceed pre-construction apron and tailrace energy dissipation performance.

Deliverables:

- *TM III A.1 – Spillway Stilling Basin and Tailrace Hydraulic Analysis*

Task 2 – Geotechnical and Dam Stability Review

1. Perform a revised pier stability analysis based on recent, corrected piezometer readings (received September 23, 2015).
2. Perform a site visit to investigate piezometers. Provide recommendations for piezometer remediation, repairs and/or replacement.
3. Prepare a revised TM 4.1 – Spillway Potential Failure Modes Documentation and Evaluation of Spillway Stability initially drafted during Phase 2. This revised technical memorandum will include results of stability analysis with the corrected piezometric pressures accounted for in the analysis and recommendations for piezometer remediation, repairs and/or replacement.

Deliverables:

- *Revised Phase IIC - TM 4.1 - Spillway Potential Failure Modes Documentation – Evaluation of Spillway Stability.*

Task 3 – Issued for Construction Contract Documents

1. Incorporate all addenda items into the contract documents (drawings and specifications). Revise drawings based on results and recommendations of Tasks 1 and 2.
2. Prepare a final Issued for Construction set of drawings and specifications and submit to City of Spokane. Assume City will submit to FERC.

Deliverables:

- *Issued for Construction Drawings and Specifications.*

Task 4 – Final Design Calculation Package

1. Revise design calculations based on results of Phase IIIA, Tasks 1 and 2.
2. Prepare a Final Design Calculation package and submit to City of Spokane. Assume City will submit to FERC.

Deliverables:

- *Final Design Calculation Package.*

PHASE III B – PERMITTING ASSISTANCE

Task 5 – Permitting Assistance

During Phase II of the project the City prepared and submitted the Joint Aquatic Resources Permit Application (JARPA) to Washington Department of Ecology. On September 22, 2015 the City received a letter from FERC PRO detailing the documents required for submittal at least 60 days prior to construction. These required documents include Plans, specifications and design calculations (Included in Tasks 3 and 4); Quality Control and Inspection Plan (QCIP); Sediment and Erosion Control Plan (SECP); Temporary Emergency Action Plan (TCEAP); list of permits obtained (these will include permits from the JARPA); and a cofferdam plan. The letter also requested a plan for dewatering and bypass flow at least 30 days prior to construction. As described in Addendum No 2, the Contractor will be required to submit the SECP, TCEAP and Dewatering and Water Control Plan within 20 days of Notice to Proceed (NTP).

1. Hatch will assist the City with any revisions to the JARPA based on agency comments as necessary.
2. Prepare a QCIP and submit to the City. The QCIP will include a description and frequency of planned materials testing and inspection tasks. The plan will also describe the construction management organizational structure. It is assumed that after plan review, the City will prepare the submittal of the QCIP to FERC.
3. As described in Addendum No 2, the Contractor will be required to submit the SECP, TCEAP and Dewatering and Water Control Plan within 20 days of Notice to Proceed (NTP). Hatch will perform review of these plans and provide comment. After any necessary revisions, these plans will be assumed to be submitted by the City.
4. Additional permitting assistance will be performed by Marcelle Van Houten of Marmot Environmental Services, LLC as necessary.

Deliverables:

- *Quality Control and Inspection Plan.*

PHASE III C – CONSTRUCTION ENGINEERING SUPPORT

Task 6 – Preconstruction Meeting and Contractor Negotiations

The City plans to award McMillen (Contractor) the contract for construction of the Project in November 2015 and the anticipated issuance of Notice to Proceed (NTP) is in December, 2015. The preconstruction meeting is planned to be held within approximately one month of the NTP issuance. The Contractor is required to submit their Work Plan, which includes a detailed Project Construction Schedule, site-specific Health and Safety Plan and a Schedule of Values (SOV) within 20 days of NTP or at least 5 days prior to the preconstruction meeting. Hatch will provide submittal review and conduct the preconstruction meeting.

1. Prior to the preconstruction meeting Hatch will perform a review of Contractor's submitted Work Plan, Project Construction Schedule, Health and Safety Plan and SOV. All comments will be sent to the City prior to the preconstruction meeting and it is planned that Hatch and the City would have a conference call to review and discuss the comments. If time permits these comments will be sent to the Contractor prior to the pre-construction meeting, otherwise they will be reviewed with the Contractor at the meeting.
2. The preconstruction meeting is planned to be held at the Upriver Dam Operations Building and the Project Manager, Project Engineer, and Steve Goebel (construction review subconsultant) would attend the meeting. Hatch will conduct the meeting jointly with the City. The meeting will be used to provide discussion of the Work Plan items and identify major item milestone target dates; review permitting requirements; review construction approach and resolve Contractor questions and comments; establish a submittal and RFI procedures and project meeting requirements; establish normal working hours; and to review site-specific items such as project access, staging areas and traffic control. Hatch will establish a submittal and RFI website for allowing Contractor submittal and Engineer review and comment.
3. Hatch will assist the City with any Contractor negotiations prior to issuance of the NTP.

Task 7 – Construction Management

Construction is planned for the 2016 low flow period, which is assumed to be from mid-July to end of October. Hatch would provide full-time office support and part-time field construction management support on an as-needed basis. The work items do not appear to warrant a full-time field presence by Hatch. Day-to-day, full-time site inspection will be performed by City staff. Materials testing services will be performed by a third party, hired under separate contract by the City. Hatch will assist with coordination of materials testing.



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1. Office Engineering Support will include submittal and request for information (RFI) review, progress payment and change order review, and preparation of any design change notices (DCNs). Hatch will perform the initial review of the Contractor's monthly progress payments and will provide recommendations to the City for payment or requests to the Contractor for additional documentation of pay items. Typically the office engineering tasks require greater effort during the initial months of the project. Hatch will work to perform all reviews of submittals and RFIs and provide responses to the Contractor in a timely manner. It is assumed that on average the office engineering support will require approximately 10 hours for the Project Engineer, 2 hours for the Project Manager, and 2 hours for an administrative assistant on average per week for the duration of the project.
2. Project meetings will be conducted on a weekly basis at the Operations Control Building. Hatch will plan to attend these meetings in person if Hatch staff are on-site for field engineering support. Otherwise the Project Manager and Project Engineer will join the meetings via conference call.
3. Field Engineering Support will include site visits by the Project Engineer and/or Project Manager on an as-needed basis based on the work items being performed. We have assumed weekly 1-day site visits for the Project Engineer and monthly 2-day (one night) visits by the Project Manager. Daily site inspections will be performed by City of Spokane staff. Hatch will communicate with inspection staff and will coordinate inspection tasks as required to address specific technical issues.. The inspectors will prepare daily inspection reports that document the day's work activities and include photographs of construction. Hatch will prepare a sample daily inspection report form for the City to use.
4. Support preparation of monthly FERC Construction reports that summarize the construction activities performed during that work period and include all inspection and testing results. These reports will be sent to the City for review and it is assumed that the City will submit to FERC.
5. Prepare the Final Construction Report as required by FERC. The report will follow the FERC required format and will summarize all aspects of construction including any testing as part of the quality control and assurance.
6. Compile a set of record drawings and specifications upon project completion conforming to information furnished to Hatch by the Contractor. This does not include revisions of the original construction drawings in CAD. The Contractor is required to maintain a working set of "As-Built" Drawings during construction that document all deviations from the design drawings and will submit these drawings at project completion. Hatch will incorporate all changes into the drawing and specification set and issue a final set of record documents to the City. This does not include edits to documents submitted to FERC exhibit drawings.. (Note that preparation of record drawings in CAD is not included in this scope.)
7. Upon successful project completion, Hatch will prepare a Construction Certificate to the City that the project was constructed in accordance with the design intent. We assume that the City will be responsible for certification that the inspection and testing results are in compliance with contract specifications. The City will submit the certificates to FERC.

Commercial Offer

The overall cost for Phases III A,B and C is estimated to be \$ 239,281 on a reimbursable cost basis. Hatch's 2015 rates were used to estimate the cost of engineering services. Our rates will be revised on January 1, 2016.

Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services (Phases III A, B and C) in accordance with the existing Professional Services Terms and Conditions. This letter, the Statement of Work, and Hatch Standard Terms and Conditions form the whole agreement between City of Spokane and Hatch.

This offer remains valid for a period of 30 days from the date of this letter.

Table 2 – Cost Estimate for Phase III

Phase	Description	Work Hours	Hatch Labor	Subconsultants	Expenses	Total
IIIA	Engineering Review	392	\$67,190	\$0	\$2,987	\$70,177
IIIB	Permitting Assistance	46	7,550	1,995	0	9,545
IIIC	Construction Management	866	140,496	5,250	13,813	159,559
		1,304	\$215,236	\$7,245	\$16,800	\$239,281

Schedule of Rates

	<u>Per Hour</u>
Principals	283.00
Senior Consultants	248.00
Engineering, Project, and Construction Managers	210.00
Consultants	189.00
Specialists and Supervisors	176.00
Senior Engineers and Technologists	155.00
Engineers	122.00
Intermediate Engineers	108.00
Junior Engineers	100.00
Technologists	132.00
Senior Designers and Technicians	118.00
Designers and Technicians	96.00
Intermediate Designers and Technicians	90.00
Junior Designers and Technicians	65.00
Purchasing Agents and Senior Expeditors	95.00
Technical Assistants	91.00
Buyers and Expeditors	82.00
Administrative Specialists	78.00
Project Support Coordinators	66.00
Project Support Technicians	55.00

Currency: United States Dollars

Time Charges:

All time expended on the assignment, whether in our office, at the client's premises, in transit, or elsewhere, is chargeable, including the time of staff engaged in the preparation of documents such as reports and specifications.

Expenses and Disbursements:

Travel, living expenses, site office costs for resident staff and project expenses will be charged at cost plus 5%. Project expenses include capital procured equipment, project delivery software (at individual daily rates) and other items not otherwise listed.

Long distance telephone, fax, reproductions, printing, office supplies and courier charges are included in the above rates.

Invoicing and Payment:

Fees and expenses are invoiced monthly, payable within 14 days. Taxes will be added when applicable. Interest is charged on overdue accounts at the rate of 12% per annum.

Process and Technology Experts:

Process and Technology experts are charged at specific individual rates.

Overtime:

The above rates do not allow for overtime which will be billed in accordance with the contract terms.

Terms and Conditions:

The above rates are based on Hatch standard terms and conditions.

Scheduled Revision:

The next revision of this Schedule of Rates will be effective January 1, 2016.

H347861, Rev. 0



Safety • Quality • Sustainability • Innovation



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/27/2016
Clerk's File #	ORD C35361
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 625-6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	0620 - CLASSIFICATION AND PAY ADJUSTMENTS

Agenda Wording

Amending Ordinance No. C-35322 and appropriating funds in the General Fund, Workers' Compensation Fund, Employee Benefits Fund, and IT, FROM: Various Accounts, \$16,575; TO: Various Accounts, same amount.

Summary (Background)

This ordinance implements pay grade adjustments in accordance with approved union agreements and City Policy, and as approved by management. These changes impact the classifications of HR Process/Program Manager and GIS Supervisor.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$ 16,575	# Various Accounts - see ordinance	
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>	02/01/16 Finance Committee
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	hlowe@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	tdunivant@spokanecity.org	
<u>Additional Approvals</u>		cmarchand@spokanecity.org	
<u>Purchasing</u>		lwilliams@spokanecity.org	

ORDINANCE NO C35361

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, Workers Compensation Fund, Employee Benefit Fund and IT 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:	0620-31100	General Fund	
	18100-59101	Interfund Professional Services	<u>\$ 3,190</u>
TO:	0620-31400	General Fund	
	18100-07190	HR Process/Program Mgr (Grade 53 to Grade 55)	2,750
	18100-52110	FICA/Medicare	215
	18100-52210	Retirement	225
			<u>\$ 3,190</u>

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

FROM:	5810-78500	Workers Comp Fund	
	17610-		<u>\$ 5,735</u>
TO:	5810-78500	Workers Comp Fund	
	17610-07190	HR Process/Program Mgr	4,950
	17610-52110	FICA/Medicare	380
	17610-52210	Retirement	405
			<u>\$ 5,735</u>

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

FROM:	5830-78710	Employee Benefit Fund	
	17310-		<u>\$ 3,825</u>
TO:	5830-78710	Employee Benefit Fund	
	17310-07190	HR Process/Program Mgr	3,300
	17310-52110	FICA/Medicare	255
	17310-52210	Retirement	270
			<u>\$ 3,825</u>

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

FROM:	5300-78710	IT Fund	
	17310-		<u>\$ 3,825</u>
TO:	5300-41630	IT Fund	
	18880-01600	GIS Supervisor	3,300
	18880-52110	FICA/Medicare	255
	18880-52210	Retirement	270
			<u>\$ 3,825</u>

Section 5. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide for salary grade adjustments as determined by HR, and agreed upon by management and applicable bargaining units; 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:
02/08/2016

Date Rec'd	1/26/2016
Clerk's File #	RES 2016-0012
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0650 - STREET VACATION - ROSEWOOD AVE FROM HELENA TO PITTSBURG

Agenda Wording

Resolution setting hearing before the City Council for March 14, 2016 for the vacation of the south 30 feet of Rosewood Avenue from 225 feet east of the east line of Helena Street to the west line of Pittsburg Street.
Requested by Stacy Bjordahl,

Summary (Background)

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

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>	BECKER, KRIS	<u>Other</u>	PED 1/25/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	fperkins@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		ebrown@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

representing Collision Service Repair Center. (Nevada/Lidgerwood Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION 2016-0012

WHEREAS, on **October 27, 2015**, the Spokane City Council received a petition for the vacation of the south 30 feet of Rosewood Avenue from 225 feet east of the east line of Helena Street to the west line of Pittsburg Street in Section 28, T26N, R43E, W.M., Spokane Washington (hereinafter "Rosewood") from owners having an interest in real estate abutting the above right-of-way; and

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

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the south 30 feet of Rosewood Avenue 225 feet west from the east line of Helena Street to the west line of Pittsburg Street will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **March 14, 2016**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

P1505771VACA - Site Map



Right of Way Description:

The south 30 feet of Rosewood Ave
beginning 225 feet east of the east line of Helena St.
to the west line of Pittsburg St.

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.

130 65 0 130 260 Feet



COSGIS
City of Spokane GIS



Vacation Area

DISTRIBUTION LIST
VACATION OF ROSEWOOD – S30 W OF PITTSBURG

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

LAKESHORE INVESTMENT
CORPORATION
1037 NE 65TH ST #339
SEATTLE, WA 98115

JBLACK PROPERTIES, LLC
107 S HOWARD #500
SPOKANE, WA 99201

BOTHUN, BRUCE L
110 GUNSIGHT LOOP
KALISPEL, MT 59901-6628

DISTRIBUTION LIST
VACATION OF ROSEWOOD – S30 W OF PITTSBURG

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

MERRITT, JEREMY A
11210 E 11TH AVE
SPOKANE, WA 99206

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

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

SEWELL AND MARSH, LLC
120 N STEVENS ST # 300
SPOKANE, WA 99201-0217

BWR HOLDINGS LLP
1201 W COLUMBIA DR
KENNEWICK, WA 99336

KELLER, W A & P G
12210 S HARVARD RD
ROCKFORD, WA 99030

MOORE, JAMES A & DIXIE L
12212 E MIDWAY RD
MEAD, WA 99021-9757
INMAN, JUDY K / STUMPF,
LUCINDA M
126 E ASTOR DR
SPOKANE, WA 99208

HARVEY ETUX, K F
1302 N BROOK TERRACE
SPOKANE, WA 99224

MOORE, J & D
1311 N LOCUST RD
SPOKANE, WA 99206-4079

MICHAELSEN, KIRK C / PATRICIA
C
1409 E DECATUR AVE
SPOKANE, WA 99208

JOHNSON, JOHN H & VIRGINIA M
1409 W CHERRYWOOD CRT
SPOKANE, WA 99218

BEERBOHM, JARED W
1419 E DECATUR AVE
SPOKANE, WA 99207

WEGHORST, ADRIANNE LOUISE
1420 NW 61ST ST 2
SEATTLE, WA 98107-2958

BEGGS, ANTHONY M
1425 E DECATUR AVE
SPOKANE, WA 99207

SILVER LIVING TRUST
1425 E FRANCIS AVE
SPOKANE, WA 99207-3737

MARCOTTE, RONALD & SYLVIA
1429 E DECATUR AVE
SPOKANE, WA 99207-3719

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

TILLIE JR, WILLIAM & MARY
14711 E EISTRUP RD
ELK, WA 99009-9639

WOLVERTON LIVING TRUST, K W &
E VICTORIA
15018 N EDENCREST DR
SPOKANE, WA 99208

LUST, BONNIE J
1505 E DECATUR AVE
SPOKANE, WA 99206

DISTRIBUTION LIST
VACATION OF ROSEWOOD – S30 W OF PITTSBURG

OWENS, JEFFREY N
1515 E DECATUR AVE
SPOKANE, WA 99207-3721

VANGRIMBERGEN, ANDREW &
ANGELA J
1603 E DECATUR AVE
SPOKANE, WA 99207

SANCHEZ, ROBERTO
1604 E FRANCIS AVE
SPOKANE, WA 99207

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

PERRY, FRANK A
1611 E DECATUR AVE
SPOKANE, WA 99207

KING, SHARON K/SCRAPER,
DELVAN L
1616 E FRANCIS AVE
SPOKANE, WA 99208

HURLEY LIVING TRUST
1625 E HOUSTON
SPOKANE, WA 99217

STEPPE, HAROLD W
1629 E DECATUR AVE
SPOKANE, WA 99208

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

COX, DEBRA J
1634 E FRANCIS
SPOKANE, WA 99207

BENWAY, WARREN A & BETTY J
1635 E DECATUR AVE
SPOKANE, WA 99207

BERLEY, CHRISTEEN D
1642 E FRANCIS AVE
SPOKANE, WA 99207

LUNDGREN, KYLE N
1643 E DECATUR AVE
SPOKANE, WA 99208

DANIEL, CAROLANN M
1646 E FRANCIS AVE
SPOKANE, WA 99208

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

SCHUSSMAN, SANDRA M
1651 E DECATUR AVE
SPOKANE, WA 99207-3723

APPLINGTON, PATRICK R
1655 E DECATUR AVE
SPOKANE, WA 99208

FLYNN, DARLA
1701 E DECATUR AVE
SPOKANE, WA 99207

HOLMES, TYLER
17101 N MT SPOKANE PARK RD
MEAD, WA 99021

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

KEMMER, BRADLEY
1721 E DECATUR AVE
SPOKANE, WA 99207-3725

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

DISTRIBUTION LIST
VACATION OF ROSEWOOD – S30 W OF PITTSBURG

SELBY, JASEN
1727 E DECATUR AVE
SPOKANE, WA 99208

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

WILLIAMS, ETHAN T
1731 E DECATUR AVE
SPOKANE, WA 99207

FEASTER, ROSEMARIE T
1807 E DECATUR AVE
SPOKANE, WA 99207-3727

NEWCOMB, BETTY L
1808 E FRANCIS AVE
SPOKANE, WA 99208

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

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

TIBBETT, DAVID J & MARYLIN A
1817 E DECATUR AVE
SPOKANE, WA 99207-3727

LEDGERWOOD, JOY D
1822 E FRANCIS AVE
SPOKANE, WA 99207

CUNNINGHAM, CASSANDRA E
1823 E DECATUR AVE
SPOKANE, WA 99208

STEVENS, BONNIE S
23315 81ST PL W
EDMONDS, WA 98026

ALLEN, KELLY J
2433 E BISMARCK AVE
SPOKANE, WA 99207

JULIEN, CATHERINE E
2592 SW DAFFODIL ST
PORT ORCHARD, WA 98367-8040

CULVERWELL, JAMES W &
SHANNON L
2848 QUARRY RD
CHEWELAH, WA 99109

JPMORGAN CHASE BANK, NA
3415 VISION DR
COLUMBUS, OH 43219-

HAYWARD, JEFFREY D
3606 E 3RD AVE
MEAD, WA 99021-9292

MUELLER, G P
3743 W OLYMPIC AVE
SPOKANE, WA 99205-6021

DLJWF, INC
3934 S EAGLE LANE
SPOKANE VALLEY, WA 99206

MOSES, CORY J & ASHLY A &
LINSOTT, JOLL
4021 SANDHILL CRANE TER
MIDDLEBURG, FL 32068-9010

WINNING CHOICE PROPERTIES
LLC
422 E STONEWALL
SPOKANE, WA 99208

PETTY, LYNDA R
4303 E PRINCETON AVE
SPOKANE, WA 99217

DISTRIBUTION LIST
VACATION OF ROSEWOOD – S30 W OF PITTSBURG

NORTHWEST GRANITE, INC
4510 S MIAMI ST
SPOKANE, WA 99223

JULIEN LIVING TRUST
4517 E LANE PARK RD
MEAD, WA 99021

FISCHER, A R
4616 W TIFFANY AVE
SPOKANE, WA 99208

HOUSTON AVENUE LLC
4828 N STEVENS RD
SPOKANE, WA 99205-

HOLZAPPLE LIVING TRUST
5025 N ARGONNE LN #3
SPOKANE, WA 99212

MAHAFFEY/ ONEAL REVOCABLE
TRUST
515 E MIDWAY RD
COLBERT, WA 99005-9306

CARNEY, L G & K A
5927 E SUMMIT RD
SPOKANE, WA 999217

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

DENMAN, TRISHA M
6108 N COOK ST
SPOKANE, WA 99207-6410

EARLY BIRD PROPERTIES LLC
6230 N PITTSBURG ST
SPOKANE, WA 99208

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

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

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

ZIMMERMAN,
JACKIE/MASSENDER, KEN & THEO
6502 N PITTSBURG ST
SPOKANE, WA 99217

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

DARLOW, DAVID
6522 N WHITEHOUSE ST
SPOKANE, WA 99208-4040

DKM ENTERPRISES, INC
7136 N DRUMHELLER ST
SPOKANE, WA 99208-5019

FEDERAL NATIONAL MORTGAGE
ASSOC
7360 S KYRENE RD
TEMPE, AZ 85283

CHEROKE LIVING TRUST /
CHEROKE MGMT, LLC
8004 S WEST TERRACE DR
CHENEY, WA 99004

CLARK, KEITH V & PATRICIA M
8026 N MARKET ST
SPOKANE, WA 99207-8107

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

DISTRIBUTION LIST
VACATION OF ROSEWOOD – S30 W OF PITTSBURG

COLLISION SERVICE REPAIR
CENTER, INC
8250 N SKOKIE BLVD
SKOKIE, IL 60077-0670

DAY OUT FOR THE BLIND OF
SPOKANE
PO BOX 7593
SPOKANE, WA 99207

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

HOLYOKE INVESTMENT CO I, LLC
PO BOX 9368
SPOKANE, WA 99209

CARPER, ROBIN & SHERRI
8420 E WOODLAND PARK DR
SPOKANE, WA 99217-9235

NESBITT REVOCABLE LIVING
TRUST, R E & M
8702 N SCOTT RD
SPOKANE, WA 99217

STEEVE, BRUCE H
8717 E BRIDGES RD
ELK, WA 99009-9742

NAUDITT, PETER & SANDRA
PO BOX 173
COLBERT, WA 99005-0173

CHESBROUGH, LARRY & LOTUS
PO BOX 4
COLBERT, WA 99005-0004

RUSSELL, DARRELL
PO BOX 403
CLAYTON, WA 99110

JNW PROPERTIES LLC
PO BOX 6819
SPOKANE, WA 99217-0913

EBERLE, BRIAN J
PO BOX 7468
SPOKANE, WA 99207-



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/21/2016
Clerk's File #	RES 2016-0013
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6258	Project #	
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 RESO RE CITY OF SPOKANE 2016 FEDERAL LEG AGENDA		

Agenda Wording

A resolution regarding the adoption of the City of Spokane's 2016 Federal Legislative Agenda.

Summary (Background)

This resolution adpts the City of Spokane's 2016 Federal Legislative Agenda.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	bstuckart@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	bstum@spokanecity.org	
<u>Additional Approvals</u>		amcdaniel@spokanecity.org	
<u>Purchasing</u>		bmclatchey@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

representing Collision Service Repair Center. (Nevada/Lidgerwood Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2016-0013

A resolution regarding the adoption of the City of Spokane's 2016 Federal Legislative Agenda.

WHEREAS, efforts of representation on behalf of the City of Spokane to influence, effect or guide the passage of legislation in the federal legislative bodies are enhanced by a comprehensive package of proposals that have been officially adopted by the City Council after consultation with the Mayor pursuant to this resolution; -- Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council adopts the attached City of Spokane 2016 Federal Legislative Agenda as the position of the City of Spokane on the items stated therein.

ADOPTED by the City Council this _____ day of February 2016.

City Clerk

Approved as to form:

Assistant City Attorney

City of Spokane 2016 Federal Legislative Agenda

The following items are supported by the City of Spokane (not in order of priority):

- CDBG funding: Support funding levels for cities that receive CDBG dollars to be maintained at no lower than current levels.
- HOME funding: Support funding levels for cities that receive HOME dollars to be maintained at no lower than current levels.
- Support for the Marketplace Fairness Act and the companion House Remote Transactions Parity Act to ensure cities receive fair amounts of sales tax to support City services.
- Support for Graduate Medical Education funding through the HRSA Teaching Health Center program, which will support the Spokane Teaching Health Center of WSU, Empire Health and Providence.
- Oil and coal train safety: Support for measures that improve oil and coal train safety, and support city efforts to protect citizens from the impact of transporting coal and oil through urban areas.

Items to monitor for impact to the City:

Trade

- Trans-Pacific Partnership

Transportation

- FAA Reauthorization
- Smart City Grant for Innovative Transportation

Tax Reform

- Broaden Base (reduce rates in exchange for eliminating credits/deductions)
- Corporate Tax Reform
- Foreign Tax Reform



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/27/2016
Clerk's File #	RES 2016-0014
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	SKYLER OBERST 625.6712
Contact E-Mail	ROBERST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	COMPASSIONATE CITY DESIGNATION

Agenda Wording

This resolution calls for the signing of the International Charter for Compassionate Communities.

Summary (Background)

Currently, 325 cities, counties, states, provinces, and countries are either organizing to become, or have been recognized as, Compassionate Communities. Thirty U.S. cities have signed CCI's Charter for Compassion - a requirement for being recognized as a Compassionate Community - including Seattle, Lacey and Lake Forest Park in Washington. Potential Compassionate Campaign activities that could be undertaken by the City under the Spokane Gives initiatives include highlighting Spokane's efforts to assist our community's youth and advocacy for Spokane's veterans as well as fostering volunteerism and nonprofit capacity building within the Inland Northwest. This resolution has been recommended by the Spokane Interfaith Council, the Spokane Human Rights Commission, and the Mayor's Advisory Committee on Multicultural Affairs.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STUCKART, BEN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	bstuckart@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mayor@spokanecity.org	
<u>Additional Approvals</u>		jmallahan@spokanecity.org	
<u>Purchasing</u>			

RESOLUTION NO. 2016-0014

A resolution expressing the desire of the Spokane City Council that the City of Spokane sign the International Charter for Compassionate Communities and thereby designate the City of Spokane a Compassionate Community.

WHEREAS, choosing to uphold the principles of compassion is central to a community's ability to create a caring and inclusive culture and climate; and

WHEREAS, the City of Spokane, its citizens, and businesses have a long history of demonstrating outstanding support toward the development of local compassion-based programs and services that benefit our youth, senior, and Veteran populations; and

WHEREAS, the City of Spokane supports fostering of compassion in practical, specific ways through compassion-driven initiatives in neighborhoods, businesses, schools, healthcare, the arts, local governments, and faith congregations; and

WHEREAS, the City of Spokane supports the goal of developing a diverse network of residents and businesses from every sector who will take responsibility for igniting the compassion of the general community; and

WHEREAS, as a part of the Ten-Year Campaign for Compassionate Cities, there will be opportunities to connect organizations that are in need of resources and volunteers with community members who can assist them; and

WHEREAS, today, over 80 cities from Atlanta, Georgia to Seattle, Washington are participating in the Campaign for Compassionate Cities; and

WHEREAS, the U.S. Conference of Mayors passed a resolution in June, 2013 to endorse the Campaign for Compassionate Cities; and

WHEREAS, by becoming part of a compassionate city, region, or nation, citizens become empowered to develop a sense of cooperation and reinvigorated hope; and

WHEREAS, the City of Spokane desires to achieve and maintain Charter for Compassion International recognition as a Compassionate Community;

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, That the City Council hereby adopts the International Charter for Compassionate Communities, attached hereto, and urges the Mayor to sign on to the Charter, thereby making the City a signatory and a Compassionate Community.

BE IT ALSO RESOLVED, That the City Council supports the planning and implementation of the City of Spokane's Spokane Gives initiatives in partnership with

local nonprofit, business, education, arts, and faith communities in order to identify and assess existing and potential initiatives and resources that will instill compassion as a clear, luminous, and dynamic force in our community through educational efforts and deliberate actions.

AND BE IT FURTHER RESOLVED, that the City Council hereby encourages residents, students, businesses, and clubs and organizations to support and participate in the local Spokane Gives initiatives, and to embrace behaviors and activities that promote the spirit and values of compassion.

Passed by the City Council this ____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

International Charter for Compassionate Communities

The principle of compassion lies at the heart of all religious, ethical and spiritual traditions, calling us always to treat all others as we wish to be treated ourselves.

Compassion impels us to work tirelessly to alleviate the suffering of our fellow creatures, to dethrone ourselves from the center of our world and put another there, and to honor the inviolable sanctity of every single human being, treating everybody, without exception, with absolute justice, equity and respect.

It is also necessary in both public and private life to refrain consistently and empathically from inflicting pain.

To act or speak violently out of spite, chauvinism, or self-interest, to impoverish, exploit or deny basic rights to anybody, and to incite hatred by denigrating others—even our enemies—is a denial of our common humanity.

We acknowledge that we have failed to live compassionately and that some have even increased the sum of human misery in the name of religion.

We therefore call upon all men and women:

- To restore compassion to the center of morality and religion
- To return to the ancient principle that any interpretation of scripture that breeds violence, hatred or disdain is illegitimate
- To ensure that youth are given accurate and respectful information about other traditions, religions and cultures
- To encourage a positive appreciation of cultural and religious diversity
- To cultivate an informed empathy with the suffering of all human beings—even those regarded as enemies

We urgently need to make compassion a clear, luminous and dynamic force in our polarized world.

Rooted in a principled determination to transcend selfishness, compassion can break down political, dogmatic, ideological and religious boundaries.

Born of our deep interdependence, compassion is essential to human relationships and to a fulfilled humanity.

It is the path to enlightenment, and indispensable to the creation of a just economy and a peaceful global community.

Signed this ____ day of _____, 2016 _____

David Condon, Mayor City of Spokane, Washington, USA



Agenda Sheet for City Council Meeting of:
02/08/2016

Date Rec'd	1/28/2016
Clerk's File #	RES 2016-0015
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	LORI KINNEAR/BEN 625-6269 STUCKART
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 PLAN COMMISSION 2016 WORK PLAN

Agenda Wording

A resolution regarding the City Council's approval of the Plan Commission's 2016 Work Program.

Summary (Background)

This resolution adopts the 2016 Plan Commission Work Plan.

<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>	January 14
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Lisa Key	
<u>For the Mayor</u>	SANDERS, THERESA	Lori Kinnear	
<u>Additional Approvals</u>		Louis Meuler	
<u>Purchasing</u>			

Resolution No. 2016-0015

A resolution regarding the City Council's approval of the Plan Commission's 2016 Work Program.

WHEREAS, pursuant to SMC 4.12.080, the City Council will adopt by resolution an annual schedule, which will assign certain policy and planning issues for consideration by the Plan Commission;

WHEREAS, SMC 4.12.080 further provides that the Plan Commission shall, when requested by city council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the city council its recommendations and a summary and analysis of the comments received from the public;

WHEREAS, the City Council and the Plan Commission met on January 14, 2016 to review and discuss the proposed Plan Commission 2016 Work Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby adopts the Plan Commission 2016 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2016.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Chairperson of the Plan Commission, the Planning Director and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the Council and the Plan Commission commit to review the 2016 Work Program by July 1, 2016 to determine if further revisions to the Work Program are necessary.

ADOPTED by the City Council this _____ day of February, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

2016 City Council Planning Initiatives and Priorities for Plan Commission

Planning & Development Projects - 2016	Mandated	Sponsor	Project Status	Priority	Priority
Comp Plan Amendments - 4 this year	Yes	Existing Commitment	In Progress	High	
Comprehensive Plan Update - LINK, Shaping, Chapter Update, Etc	Yes	Existing Commitment	In Progress	High	
Private Development Code applications (2) (electric fence, drive-thoughts)	Yes	Existing Commitment	In Progress	High	
Spokane Housing Ventures Annexation	Yes	Existing Commitment	In Progress	High	
Neighborhood Planning 2016 - 1 of 7 Remaining Neighborhoods		Existing Commitment	In Progress		
Neighborhood Planning 2016 - 2 of 7 Remaining Neighborhoods		Existing Commitment	In Progress		
Infill Housing Strategies (small lot, zoning, cottage and accessory dwelling) TASK FORCE		Stuckart	In Progress		
STA Central City Line Plan		Mumm/Waldref	In Progress		
Main Ave. Streetscape Pilot - Browne to Pine		Existing Commitment	In Progress		
UDPDA Support		Existing Commitment	In Progress		
New B.I.D. creation		Existing Commitment	In Progress		
Sprague TIP support		Existing Commitment	In Progress		
NEPDA Support		Existing Commitment	In Progress		
Target Area Incentives (Funding sources, additional tools)		Existing Commitment	In Progress		
Perry District Historic Building Overlay		Stuckart	In Progress		
Continue Lincoln Heights Center Planning		Kinnear	In Progress		
Transition Zone requirements - reduce conflict between residential and commercial		Mumm			1
Monroe Corridor Redevelopment Plan and Street Design (2.0 planning - land use)		Mumm/Stratton			1
Downtown Plan Update Residential Focus, incentives, view corridors, gorge plan (Revised) 1/14/15		Council			3
Form-Based Code - Design standards in Hamilton area - CA4 zone		Waldref			4
Support Neighborhood Phase 2 planning (Centers and Corridors focus)		Mumm			5
Center Review (add 5-mile and northtown)		Mumm			6
Trail Planning		Kinnear			7
Update annexation policies - LU 9		Mumm			8
Formed Based Code Citywide		Verduin - PC			9
North Bank Redevelopment Plan		Mumm			10
Naming - Ft George Wright, Post St. Bridge, University Bridge		Stuckart			11
Adult Oriented Business (Baristas)		Mumm			12
Air Rights - Vertical Subdivisions (Condominium rules, platting, subdivisions)		Dulaney - PC			13

Drop & Adopt



Agenda Sheet for City Council Meeting of:
02/01/2016

Date Rec'd	1/19/2016
Clerk's File #	ORD C35359
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JO ANNE 625-6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - AMENDING ORDINANCE FOR SPOKANE HOUSING VENTURES		

Agenda Wording

An ordinance amending the City of Spokane Comprehensive Plan Land Use Map to include the Spokane Housing Ventures Annexation area. (Testimony will be taken on February 8, 2016/Action March 14, 2016).

Summary (Background)

The City's Comprehensive Plan includes areas the City reasonably expects to annex into the City in the future, including the Spokane Housing Ventures Annexation Area. On December 9, 2015, the Spokane Plan Commission held a public hearing on the proposed annexation and voted to recommend that the City Council approve the annexation and assign appropriate Comprehensive Plan Land Use Map designations to the area, provided that parcels 34031.0459 and 34031.5201 east of Freya Street be removed from

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
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Approvals		Council Notifications	
<u>Dept Head</u>	WRIGHT, JO ANNE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PED 11/16/15 - SPC
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	fperkins@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jwright@spokanecity.org	
<u>Additional Approvals</u>		jrichman@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the annexation area.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35359

AN ORDINANCE relating to the pending Spokane Housing Ventures Annexation and amending the Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation.

WHEREAS, a portion of the Urban Growth Area located on the southern boundary of the City of Spokane's corporate limits known as the Spokane Housing Ventures Annexation Area is proposed to be annexed into the City of Spokane; and

WHEREAS, State law authorizes local jurisdictions to prepare a proposed Comprehensive Plan Land Use Plan to become effective upon the annexation of any area which might reasonably be expected to be annexed; and

WHEREAS, the City of Spokane Comprehensive Plan policy - LU 10.3 Existing Plans states, "*Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed,*" and

WHEREAS, the proposed amendment to the Comprehensive Plan Land use Plan map converts the existing Spokane County Comprehensive Plan Land Use designations for the Spokane Housing Ventures Annexation Area to the closest corresponding City of Spokane Comprehensive Plan Land Use Plan Map designations; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on October 30, 2015; and

WHEREAS, the City of Spokane Plan Commission held workshops on the proposed Comprehensive Plan Land Use and Zoning map amendments on October 14, October 28, and November 11, 2015; and

WHEREAS, A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015; and

WHEREAS, Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email and mailed notifications of the hearing; and

WHEREAS, Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle; and

WHEREAS, after consideration of the issues and public testimony that is a part of the record and summarized in the Plan Commission Findings of Fact, Conclusions, and Recommendations adopted on December 9, 2015, the Plan Commission has forwarded its recommended amendments to the Comprehensive Plan and zoning map; and

WHEREAS, notices of the City Council's hearings have been posted in the Spokesman Review and the City's official Gazette; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That the City of Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 is amended to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation Area as shown on the attached map.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Spokane Housing Ventures Annexation**

A recommendation of the City Plan Commission relating to the proposed Spokane Housing Ventures Annexation and related zoning map and Comprehensive Plan land use map designations for proposed annexation area.

Findings of Fact:

- A. The City of Spokane, pursuant to chapter 35.13 RCW, is authorized to annex land within an urban growth area and contiguous to the City's municipal boundary.
- B. The owners of certain property situated within the Spokane Housing Ventures Annexation Area filed a proper and sufficient Notice of Intent to commence annexation proceedings with the City.
- C. Following its receipt of said notice, the City Council held a public meeting with the owners and determined by Resolution 2015-0031 that the City would geographically modify the proposed annexation area to include the property lying between Regal Street on the west, Palouse Hwy on the east, 53rd Avenue on the North, and 55th Avenue on the South, as shown in the Spokane Housing Ventures Annexation Parcel Map attached hereto as Exhibit "A".
- D. Thereafter, a sufficient petition for annexation was filed with the City pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the city of Spokane of an approximately 42-acre area within an urban growth area and contiguous to the City's southern municipal boundary, otherwise referred to as the Spokane Housing Ventures Annexation Area (the "Petition").
- E. On December 9, 2015, the Plan Commission held a hearing to obtain public comments on the annexation and the proposed land use and zoning designations for the Spokane Housing Ventures Annexation Area.
- F. The City of Spokane Comprehensive Plan policy LU 9, Annexation Areas, encourages the annexation of areas that are logical extensions of the City, and further encourages the use of readily identifiable boundaries, such as highways, to define annexation areas where possible. The Spokane Housing Ventures Annexation Area, as modified by City Council resolution 2015-0031, is a logical extension of the City's corporate boundaries and uses streets to make the new boundaries readily identifiable. Based on testimony by Fire District 8 and the owners of property on the east end of the modified annexation area (i.e., parcel no. 34031.0459), the western edge of Freya Street also provides a readily identifiable and logical corporate boundary.
- G. The City of Spokane Comprehensive Plan policy - LU 10.3, Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed."*

- H. Consistent with LU 10.3, and in the context of annexation of new areas to the City, proposed amendments to the City's Comprehensive Plan Land Use Map and Zoning Map should convert the existing Spokane County Comprehensive Plan Land Use designations and zoning for the Spokane Housing Ventures Annexation area to the closest corresponding City of Spokane land use and zoning designations.
- I. The existing Spokane County Comprehensive Plan Land Use Map and Zoning Map designations are illustrated on Exhibit "B". The City of Spokane Comprehensive Plan Land Use Map and Zoning Map designations reflected in Exhibit "C" are consistent with the City of Spokane Comprehensive Plan and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County.
- J. A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015.
- K. Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email notifications of the hearing.
- L. Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle.

Conclusions:

- A. The Plan Commission has reviewed all public comments and testimony received during the public hearing.
- B. Based on testimony from Fire District 8 and the owner of parcel no. 34031.0459, and based on the review of maps of the proposed annexation area, the western edge of Freya Street would provide a readily identifiable and logical corporate boundary.
- C. The City of Spokane Comprehensive Plan Land Use and Zoning designations set forth in Exhibit "C" are consistent with the goals and policies of the City of Spokane Comprehensive Plan, and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County
- D. All State and local public notice and participation requirements have been satisfied.

Recommendations:

By a vote of 5 to 1, and subject to the proviso set forth below, the Spokane City Plan Commission recommends that the City Council approve the Spokane Housing Ventures Annexation, as previously modified by the City Council, and that the City Council adopt the land use and zoning designations for the annexation area as are set forth in Exhibit "C" hereto, provided that parcels 34031.0459 and 34031.5201 be removed from the annexation area, and that the western edge of the Freya Street right-of-way form the eastern end of the annexation area.

By a similar vote, the Plan Commission also recommends that if the City Council is inclined to consider imposing center and corridor zoning on those western areas of the annexation area designated for community business zoning in Exhibit "C", then the City Council instead zone such property Community Business, subject to a development agreement between the City and the owner of such property imposing agreed upon design standards that shall apply to and govern development of the property.



Dennis Dellwo, President
City Plan Commission

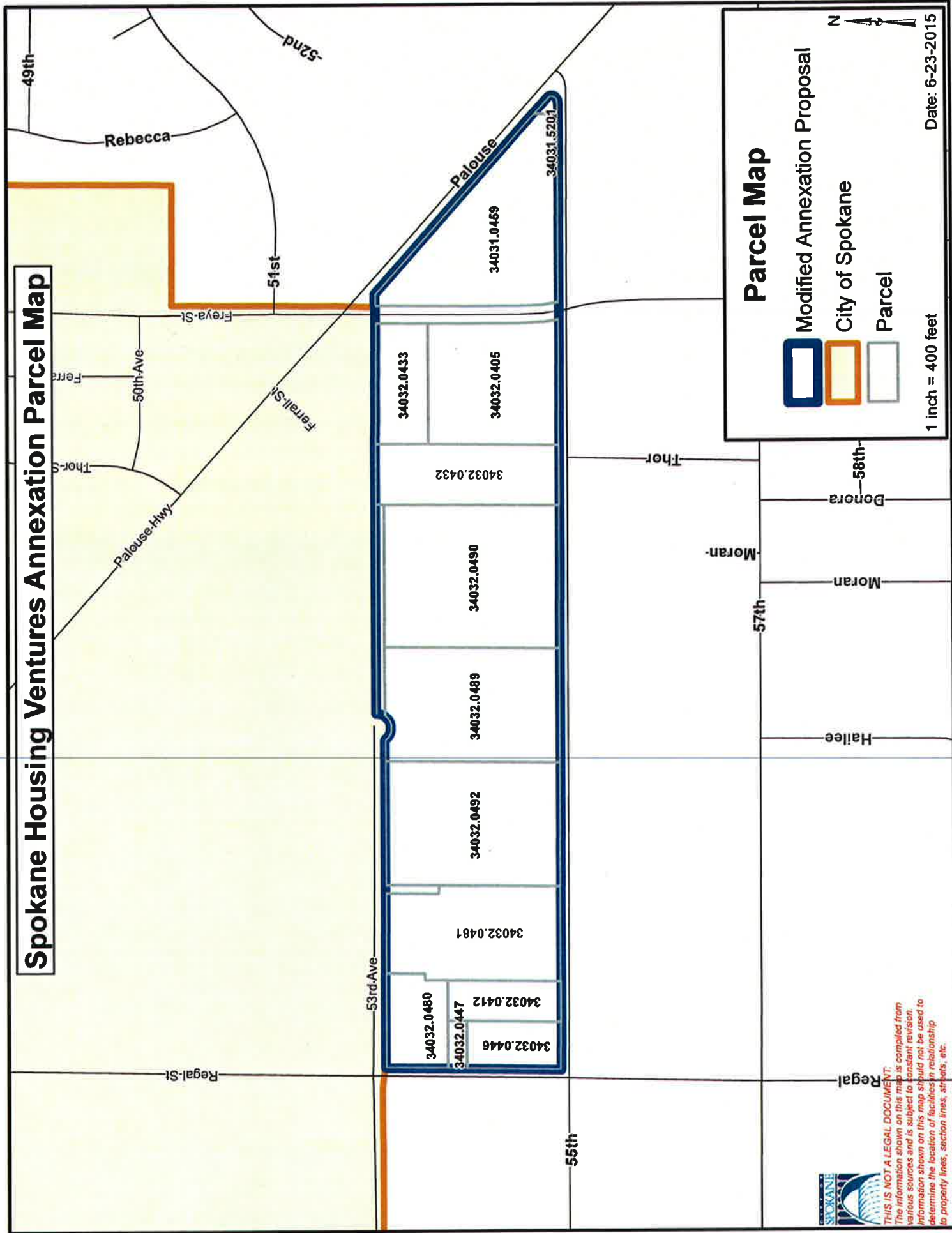
12-17-15
Date

EXHIBIT "A"

Spokane Housing Ventures Proposed Annexation

Parcel Map

Spokane Housing Ventures Annexation Parcel Map



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

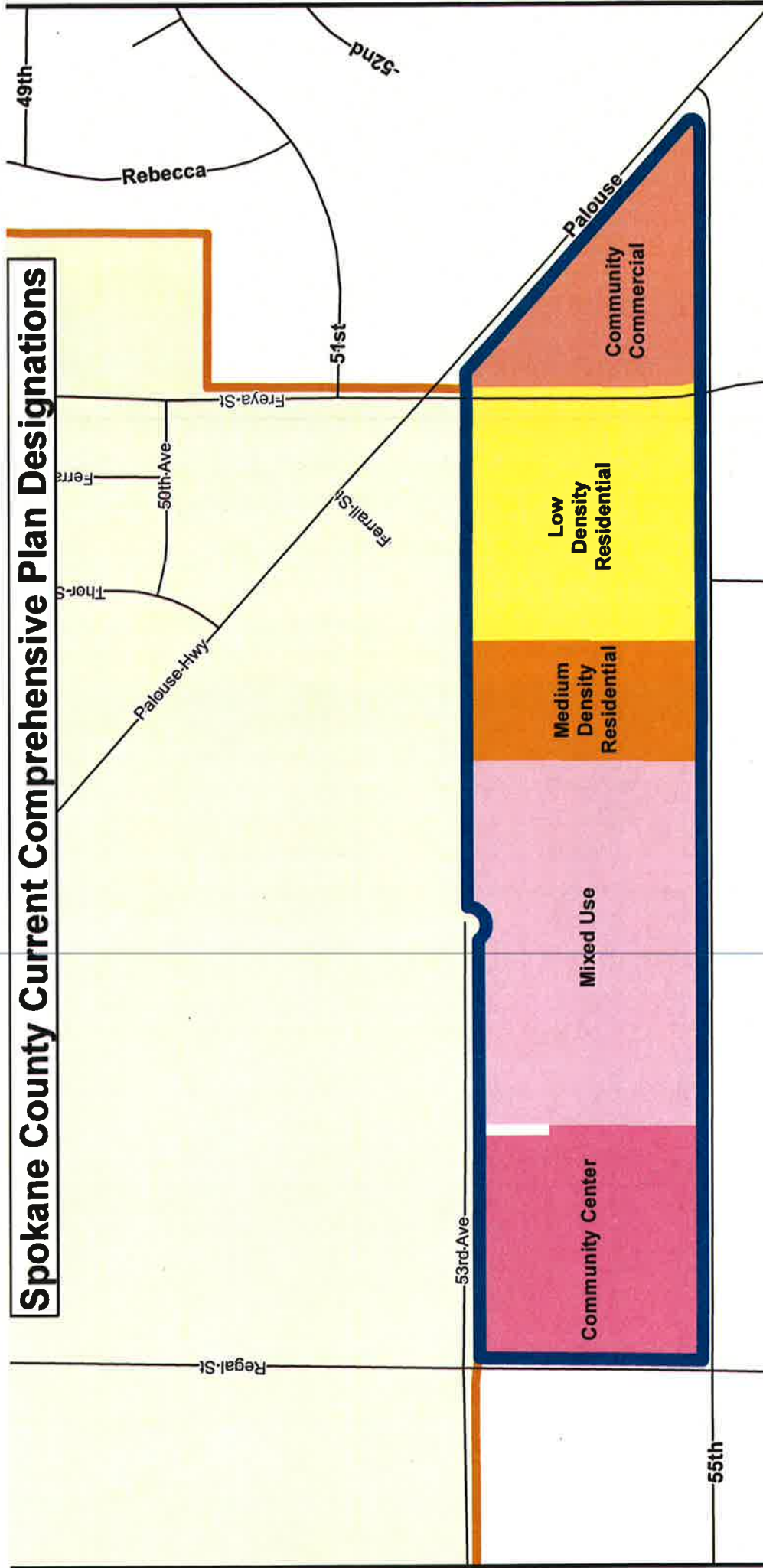
EXHIBIT "B"

Spokane Housing Ventures Proposed Annexation

Spokane County

Existing Comprehensive Plan Land Use Map and Zoning Map Designations

Spokane County Current Comprehensive Plan Designations



Landuse Plan Map

- Modified Annexation Proposal
 - City of Spokane
- ### County Comprehensive Plan
- Low Density Residential
 - Medium Density Residential
 - Mixed Use
 - Community Center
 - Community Commercial

1 inch = 400 feet

Date: 6-23-2015



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

Spokane County Current Zoning Designations

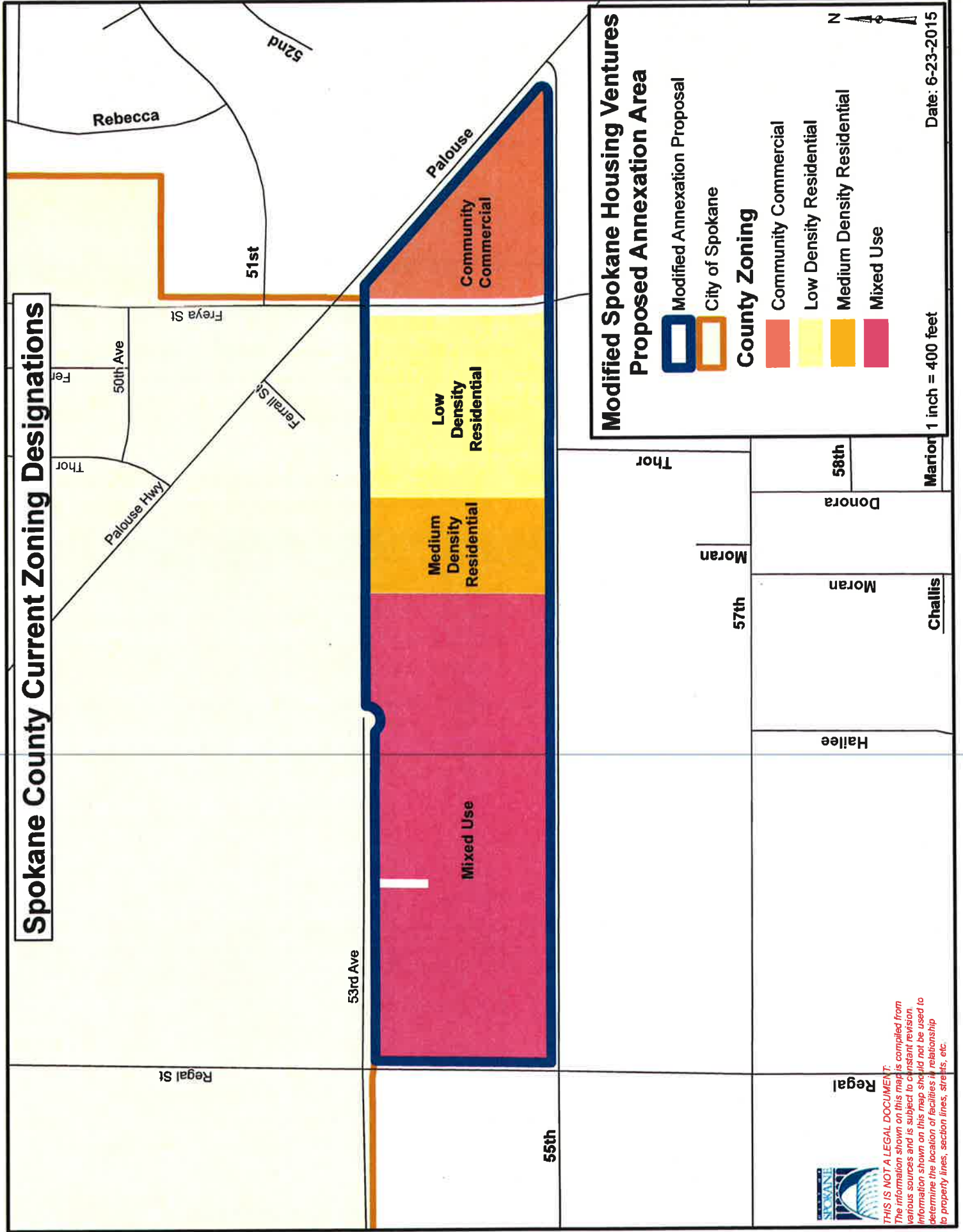


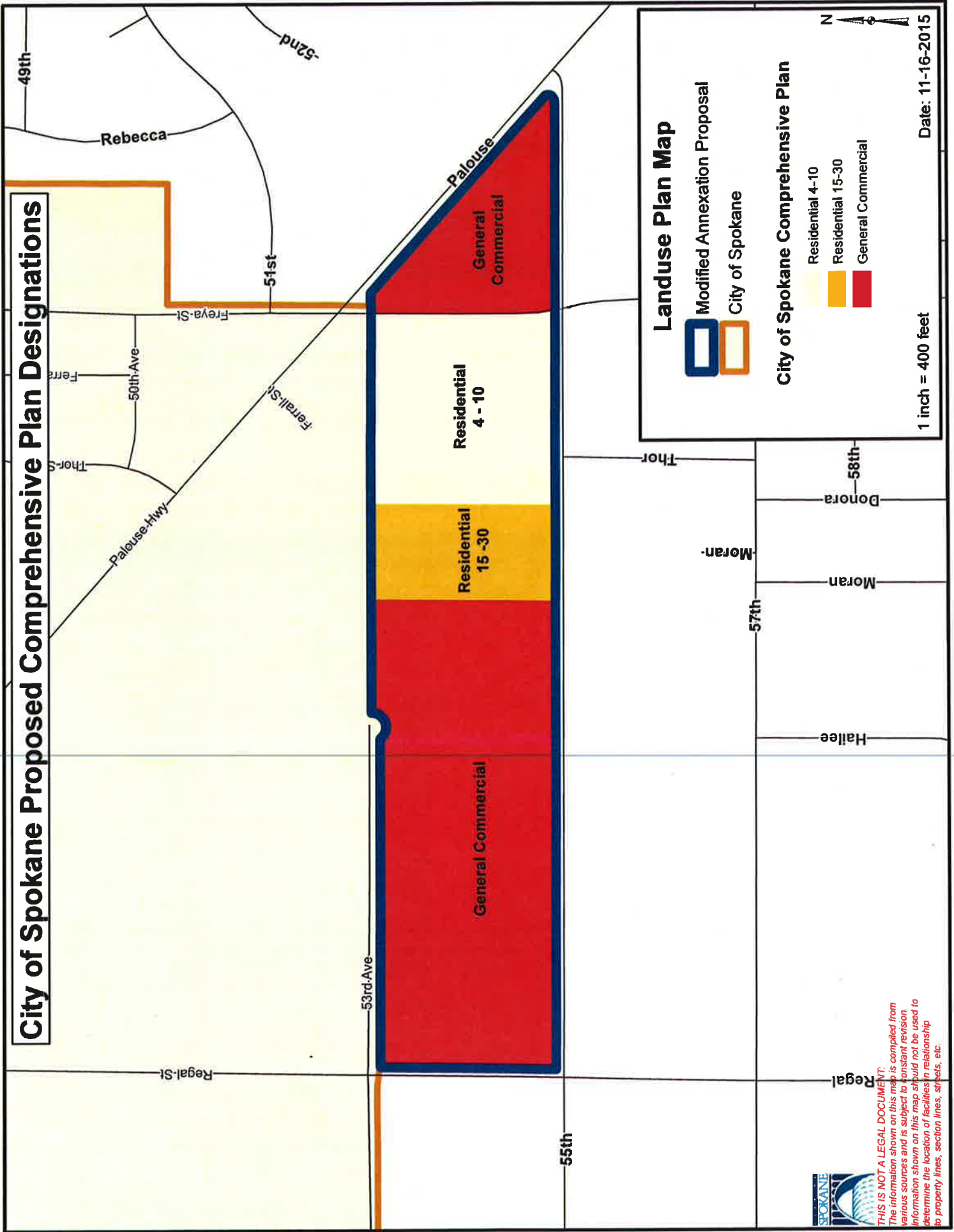
EXHIBIT "C"

Spokane Housing Ventures Proposed Annexation

City of Spokane

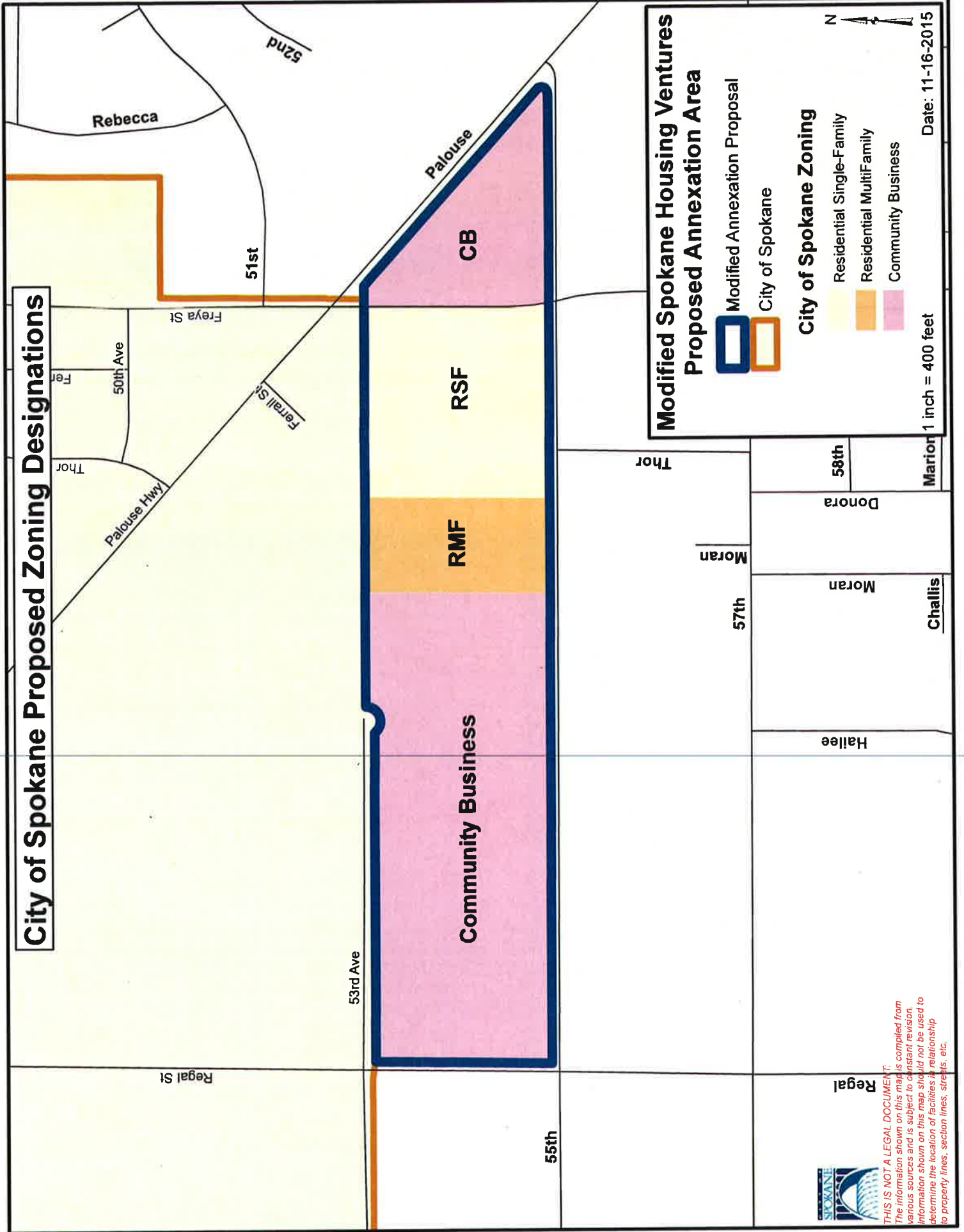
Proposed Comprehensive Plan Land Use Map and Zoning Map Designations

City of Spokane Proposed Comprehensive Plan Designations



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

City of Spokane Proposed Zoning Designations



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

Regal

Hailee

Moran

Donora

58th

Challis

Marion

57th

Moran

Thor

55th

53rd Ave

Community Business

RMF

RSF

CB

Palouse

52nd

51st

Freya St

Ferrall St

Palouse Hwy

50th Ave

Fer

Thor

Regal St

Rebecca

Stanley M. Schwartz
Admitted in Washington & Idaho
email: sms@witherspoonkelley.com

October 27, 2015

Mr. Dennis Dellwo, President
City of Spokane Plan Commission
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3329

***Re: Spokane Housing Ventures
Parcel Numbers 34032.0409, 34032.0492, and 34032.0489***

Dear Mr. President and Plan Commission Members:

This letter is intended to provide background and information concerning the above annexation.

A. BACKGROUND.

1. Summer 2011, SHV and partnerships make request to be annexed to the City.
2. November 2011, matter deferred by City Council to allow City administration to evaluate boundaries for the annexation.
3. May 29, 2012, Mayor Condon recognizes partnerships affordable housing projects, but "rejects annexation at this time."
4. February 12, 2015, letter to Council President Ben Stuckart requesting annexation and providing background concerning installation of City water, sanitary sewer, and public street development to include execution of Connection/Annexation Agreements and payment of connection fees to the City.
5. April 20, 2015, Resolution No. 2015-0031. This City Council Resolution geographically modified the annexation proposal to include a statement that the City of Spokane will pursue this annexation in accordance with the direct petition method described in RCW 35.13.
6. August 26, 2015, letter to Interim Planning Director requesting that this annexation be placed before the City Plan Commission for consideration.

At the October 14, 2015, Plan Commission Meeting, City staff presented information suggesting that this annexation would not result in positive cash flow to the City general, EMS and utility funds. This was due in large part to the difference between the "in city" utility fees versus the

"out of city" utility fees. Notably, this exact same information was presented to the City Council.

Once again, the City presentation failed to take into consideration the significant capital investment by the proponent, which amounts to approximately \$1,027,281.00. See Attachment A. This constructed public infrastructure, city utilities and streets, was required by the City, in order benefit, support, and expand planned growth of the urban area. There is no doubt this infrastructure allows the City to collect additional connection fees, service charges, and other costs in the operation of its public utilities. Not to mention, additional sales and property tax will be generated from these properties following the annexation.

B. THE CITY COMPREHENSIVE PLAN.

Goal LU 9 entitled "Annexation Areas" states that the City supports annexations that support logical boundaries and reasonable service areas within the City's urban grow area, where the city has the fiscal capacity to provide services. LU 9.6 qualifies the "negative fiscal impact on the city" with regard to utilities and states

Property owners in annexing areas should fund the public utility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations.

It is without question that this annexation has satisfied the goals and policies of annexation set forth in the City Comprehensive Plan. See Attachment B.

The Spokane Housing Ventures annexation also fulfills policies in the housing chapter of the Comprehensive Plan that recognizes "few new housing units are developed that are affordable to lower income households." H-19. Special needs populations to include the physically disabled are in great need of affordable and subsidized housing located throughout the community. H 2.6, SH 4.2, and SH 4.2. Along with the affordable housing studies cited in the February 12, 2015 letter to Ben Stuckart, this annexation supports the Comprehensive Plan's affordable housing goals.

Finally, this annexation supports the City's affordable housing studies conducted pursuant to HUD regulations, and compliance with five goals set forth in the November 2014 "talking points on needs" for the "Spokane Consolidated Plan 2015-2020."


President Dennis Dellwo
October 27, 2015
Page 3

C. CONCLUSION.

It is requested on behalf of Spokane Housing Ventures that the Plan Commission forward to the City Council a recommendation to approve the Spokane Housing Ventures annexation.

Very truly yours,

WITHERSPOON • KELLEY



Stanley M. Schwartz

SMS/kh
Enclosure

ATTACHMENT A Annexation Request

Developer Constructed Improvements

Installed and Conveyed to the City the following Utilities:

a) Approx. 1000 feet of 8" Sanitary Sewer in 53 rd Ave:	Cost	\$160,000.00
b) Approx. 600 feet of water main in 55 th Ave	Cost	\$50,000.00

Streets and Walking Path Construction:

a) 600 feet of City Street/Sidewalk/Curb and Gutter in 53 rd Avenue with fire access to remainder of	Cost	\$126,000.00
b) 1400 feet of widening for City Street/Sidewalk/Curb and Gutter	Cost	\$133,000.00
a) 680 feet City Street/Sidewalk/Curb and Gutter for Fiske St. (for connectivity requirements).	Cost	\$132,000.00
b) 680 feet for Walking Path Connectivity	Cost	\$61,000.00

ROW deeded to City/County:

a) 53 rd ROW dedicated for street	Cost	\$125,000.00
b) Fiske ROW dedicated to meet City street connectivity	Cost	\$102,000.00
c) Walking Path to meet City connectivity requirement	Cost	\$34,000.00

TOTAL COST and Public Benefit for Utilities, Streets and ROW	\$923,000.00
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Hazel's Creek Regional Stormwater - Capital Cost Fees	\$104, 287.00
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<u>TOTAL BENEFIT TO CITY:</u>	\$1,027,281.00
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ATTACHMENT B:

Develop a broad, community-based process that periodically reevaluates and directs city policies and regulations consistent with the Visions and Values.

LU 7.3 Historic Reuse

Allow compatible residential or commercial use of historic properties when necessary to promote preservation of these resources.

Discussion: Preservation of historic properties is encouraged by allowing a practical economic use, such as the conversion of a historic single-family residence to a higher density residential or commercial use. A public review process should be required for conversions to a use not allowed in the underlying zoning district. Special attention should be given to assuring that the converted use is compatible with surrounding properties and the zone in which the property is located. Recommendations from the Historic Landmarks Commission and the Historic Preservation Officer should be received by any decision-maker before a decision is made regarding the appropriateness of a conversion of a historic property.

LU 7.4 Sub-Area Planning Framework

Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively.

☐ **LU 8 URBAN GROWTH AREA**

Goal: Provide an urban growth area that is large enough to accommodate the expected population growth for the next 20 years in a way that meets the requirements of the CWPPs.

Policies

LU 8.1 Population Accommodation

Accommodate the majority of the county's population and employment in urban growth areas in ways that ensure a balance between livability, preservation of environmental quality, open space retention, varied and affordable housing, high quality cost-efficient urban services, and an orderly transition from county to city jurisdiction.

LU 8.2 Urban Growth Area Planning

Plan with Spokane County for the unincorporated portions of the urban growth area.

Discussion: Planning for the urban growth area should include the adoption of consistent land use designations, policies, and development standards, as well as the identification and preservation of natural environmental features.

LU 8.3 Growth Boundary Establishment

Establish an urban growth area boundary, consistent with the CWPPs, that provides enough land to accommodate the urban growth area's projected growth for the next 20 years.

LU 8.4 Urban Land Supply

Regularly monitor the relationship between land supply and demand to ensure that the goals of the comprehensive plan are met.

Discussion: To assure that land supply is adequate, the land supply should be regularly monitored. Particularly important at the onset of the identification of an urban growth boundary, regular monitoring can allow the city and Spokane County to make adjustments as necessary.

LU 8.5 Growth Boundary Review

Review the urban growth area boundary at least once every five years relative to the current Office of Financial Management's twenty-year population forecast and make adjustments, as warranted, to accommodate the projected growth.

LU 9 ANNEXATION AREAS

Goal: Support annexations that create logical boundaries and reasonable service areas within the city's urban growth area, where the city has the fiscal capacity to provide services.

Policies

LU 9.1 Logical Boundaries

Encourage the annexation of areas that are logical extensions of the city.

Discussion: As much as possible, the city should avoid annexations that create "peninsulas" of unincorporated land within the city limits. The following policies shall apply to the size of an annexation and the location of boundaries:

- A. The City Council will decide whether to require increases in the size of proposed annexations on a case-by-case basis.
- B. City staff may recommend expansion of a proposed annexation prior to the first meeting with property owners required under RCW 35A.14.120. The City Council will consider whether a requirement that the initiator expand the proposed annexation up to the maximum allowed under state law would meet any of the following criteria:
 1. The expanded annexation would create logical boundaries and service areas.
 2. Without the proposed annexation, the area to be added would not likely be annexed within the foreseeable future.
 3. The area to be added would eliminate or reduce an unincorporated county peninsula.
- C. If the City Council concludes that any of the criteria applies to a specific annexation proposal, it will require the initiator to expand the boundaries of the proposed annexation to the extent allowed by law and deemed appropriate by the City Council.
- D. Service delivery should be a criteria in the formation of boundaries. Annexations should attempt to maximize efficiencies of urban services.

LU 9.2 Peninsula Annexation

Encourage and assist property owners in existing unincorporated "peninsulas" in the city's urban growth area to annex to the city.

Discussion: Unincorporated "peninsulas" are land areas of any size that are located outside of the city limits that have at least eighty percent of their boundaries contiguous to the city. RCW 35.13.182, allows the cities to resolve to annex such areas (in existence before June 30, 1994) subject to referendum for forty-five days after passage following the adoption of the annexation ordinance.

LU 9.3 City Utilities

Require property owners requesting city utilities to annex or sign a binding agreement to annex when requested to do so by the city.

LU 9.4 Readily-Identifiable Boundaries

Use readily identifiable boundaries, such as lakes, rivers, streams, railroads, and highways, to define annexation areas wherever possible.

Discussion: Permanent physical features provide city limit boundaries that are easy to identify and understand. Streets or roads may be used where appropriate. However, streets and roads are generally less suitable boundaries because of utility access issues.

LU 9.5 Community Impacts

Evaluate all annexations on the basis of their short and long-term community impacts and benefits.

Discussion: If the annexation includes proposed development, consideration of the proposal should include an analysis of the short and long-term impacts on the neighborhood and city in terms of all services required, including water, sewer, urban runoff, roads, schools, open space, police and fire protection, garbage collection, and other services.

LU 9.6 Funding Capital Facilities in Annexed Areas

Ensure that annexations do not result in a negative fiscal impact on the city.

Discussion: In general, property owners in annexing areas should fund the public facility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations. If an area annexing to Spokane requires public facility improvements to correct health and safety related problems, the property owners within the annexed area should fund these improvements. If an area annexing to Spokane has public facilities that do not meet City of Spokane standards and the property owners or residents want to improve the facilities to meet city standards, the property owners should fund those improvements, or the proportion of those improvements, that do not have a citywide benefit. Public facility improvements within annexed areas that have a citywide benefit should be considered for funding through city revenues as part of the Spokane capital facilities and improvements planning processes.

LU 9.7 City Construction Standards

Require utilities, roads, and services in the city's urban growth area to be built to city standards.

Discussion: Interlocal agreements are a mechanism that should be used to apply these standards to the urban growth area. Requiring these facilities to be built to city standards will assure that they meet city standards at the time of annexation of these areas to the city.

LU 9.8 City Bonded Indebtedness

Require property owners within an annexing area to assume a share of the city's bonded indebtedness.

Discussion: When property is annexed to the city, it becomes subject to all city laws. It is also assessed and taxed in the same way as the property already in the city. As a result, annexed areas are required to help pay for the outstanding indebtedness of the city approved by voters prior to the effective date of the annexation.

☐ LU 10 JOINT PLANNING

Goal: Support joint growth management planning and annexation requests, which best meet the Comprehensive Plan's development goals and policies.

Policies

LU 10.1 Land Use Plans

Prepare land use plans in cooperation with Spokane County for the urban growth area to ensure that planned land uses are compatible with adopted city policies and development standards at the time of annexation.

LU 10.2 Special Purpose Districts

Confer with affected special purpose districts and other jurisdictions to assess the impact of annexation prior to any annexation.

Discussion: Where possible, boundaries should be mutually resolved by the jurisdictions involved before any final action is taken on a formal annexation petition.

LU 10.3 Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

LU 10.4 Permitted Uses

Discourage annexations when the sole purpose is to obtain approval of uses not allowed by county regulations unless the proposal is consistent with an adopted joint plan and with city standards and policies.

LU 10.5 UGA Expansion

Establish a forty-year planning horizon to address eventual expansion of UGAs beyond the twenty-year boundary required by the Growth Management Act.

Discussion: The purpose of the longer planning period is to ensure the ability to expand urban governmental services and avoid land use barriers to future expansion of the twenty-year UGA boundary. Within the urban reserve areas, densities and land use patterns should be established that do not preclude later subdivision to urban densities.

To identify urban reserve areas, it is necessary for the city and Spokane County to work together to identify the amount of land necessary to support the next 40 years of growth. Factors that need to be considered include the ability to provide public services and facilities and carrying capacity issues, such as water quantity and air quality.

ABOUT SPACE!

STORAGE CENTER

3715 East 55th Avenue
Spokane, Washington 99223
(509) 443-0484 ♦ Fax (509) 443-9484

RE: Annexation Proposal

We are the owners of About Space Storage located at 3715 E 55th Ave, in Spokane County. This 3 acre parcel is located at the east end of the proposed annexation into the city. It is a triangular property surrounded by the Palouse Hwy., 55th Ave., and Freya. It is zoned Community Commercial. We have owned the property since 2002.

While we receive city water and sewer services, all other services i.e., fire protection, roads, snow removal; Sheriff, etc. are provided by Spokane County. Over the past couple of weeks, we have been in contact with many city and county departments trying to determine the impact the proposed annexation would have on our business. No one has been able to give us a definitive answer other than we would be required to obtain a city business license, that the tax levy rate probably would be about the same and that some of the city water fees would be reduced but other fees would be added to make that a draw. We have not been able to form a conclusion on the immediate financial impact based on the information we have received.

The one long term issue that we have researched and have formed an opinion on is zoning. If the annexation is approved we definitely want the property to be zoned General Commercial. This is a small family business which supports 4 families, in addition to ours, and it has been our hope for it to support us throughout our lives. A change to a more restricted zoning, such as center and corridors, would have a negative financial impact on our long term goals.

Thank you for considering our concerns.

Dale and Deanna Bright

RECEIVED
NOV 17 2015
PLANNING & DEVELOPMENT

November 16, 2015

Ms. Jo Anne Wright
Associate Planner
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

KELLY E. KONKRIGHT
Admitted In: Washington
Direct Fax: (509) 363-2484
Direct Dial: (509) 623-2011

Re: Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for
the Spokane Housing Ventures Annexation
Public Comments of The Moody Bible Institute of Chicago

Dear Ms. Wright:

On behalf of The Moody Bible Institute of Chicago ("Moody"), I submit this public comment in response to the Notice of SEPA Determination and Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for the Spokane Housing Ventures Annexation.

Moody is a non-profit Christian organization which operates a ministry in several states. This ministry includes religious higher education, operation of Christian radio stations, and operation of a Christian publisher. As part of its ministry, Moody owns and operates a radio tower and station located at 5408 S. Freya Street just outside the City's boundaries on the South Hill. Moody owns approximately 9 acres of land at this address consisting of parcel numbers 34032.0405; 34032.0432; and 34032.0433. Moody has operated this station for more than forty (40) years.¹

Under the Spokane County Zoning Code, Moody's property is zoned Low Density Residential ("LDR"). In the proposed annexation, the City has stated it plans to zone the property as Residential Single Family ("RSF"). This change of zoning will restrict the range of uses for which this property can be used more than the current zoning under the Spokane County Zoning Code, and eliminate some entities who may otherwise have been interested in purchasing the land.

The specific uses that are allowed under the current County LDR zoning that will no longer be allowed under the City's RSF zoning are as follows:

¹ Moody also operates two (2) branches of its post-secondary higher education program in Spokane, WA where students can earn a four (4) years bachelor's degree in multiple disciplines.

- Community residential facilities;
- Crisis residential center;
- Row housing;
- Family day-care provider;
- Child day-care center;
- Garden sales;
- Golf course;
- Home industry;
- Home profession; and
- Transit facilities.

As a non-profit religious organization, Moody relies heavily on donations and maintaining the value of its assets in order to fund its ministry. The proposed RSF zoning the City plans to impose through the annexation will negatively impact the value of Moody's property, and have a corresponding detrimental impact on Moody's ministry.

It is important to also note that the Spokane Transit Authority ("STA") recently contacted Moody to indicate that it is exploring potential acquisition of the Moody property as a terminal for "park and ride" bus service. While Moody understands that STA is only in the preliminary planning phases for this project and no offer has been made to Moody regarding the acquisition of its property, we wish to make you aware that STA would be prevented from proceeding with this project under the proposed RSF zoning classification.

Upon review the City's proposed annexation as a whole, it is readily apparent that the ministry's parcels are the only property in the annexation area that will be zoned RSF. The other properties along 55th Avenue between Regal Street and Freya Street (as well as the parcel at the east corner of 55th Avenue and Freya Street) are zoned primarily Community Business ("CB") and the parcel immediately adjacent to Moody's land is zoned Residential Multi-Family ("RMF"). In other words, its RSF property will be sandwiched between RMF and CB on one side, and CB on the other side. It will be an island of RSF zoning stuck in a sea of CB and RMF properties. Moody submits that as part of the annexation, all three Moody parcels should receive similar zoning (i.e. either RMF or CB) consistent with the other properties impacted by

the annexation. Alternatively, Moody requests that the City exclude the Moody parcels from the annexation so that it can keep the current County zoning classification.

The current zoning of LDR will be restricted by a change to RSF. However, the next higher land use zone, RMF, will allow Moody all the uses it is currently allowed under the LDR zoning. For example, duplexes, community residential facilities, outdoor recreation (i.e. golf courses), and limited office (currently allowed under the current LDR zone) would all be allowed under the RMF zone, but not allowed under the RSF zone. Per Moody's real estate broker, zoning the land RMF upon annexation will maintain the current value of Moody's property.

This is consistent with the County's current comprehensive plan. The County's plan provides for Low Density Residential uses of the Moody property – its current zoning. Zoning the property as RMF will enable Moody to benefit from all the uses allowed under the County's comprehensive plan, whereas the proposed RSF designation will not.

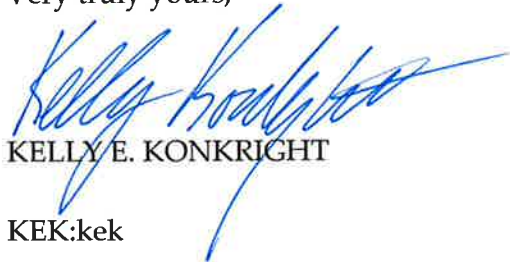
Similarly, zoning the property as RMF is consistent with the City's Comprehensive Plan ("Comp Plan") policies. There are no provisions in the Comp Plan which prevent the City from zoning Moody's property as either RMF or CB. Indeed, DP 1.4 of the Comp Plan states the "development needs to take into account the context of the area and should result in an improvement to the surrounding neighborhood." This policy supports comparable uses of property within the annexed zone. Having an RSF zone between lands zoned as CB on both sides of the Moody parcels is out of context with the CB zones.

Finally, this is consistent with the Revised Code of Washington. Pursuant to RCW 35.14.177, Spokane City can develop a comprehensive land use plan for areas outside the City limits, but inside its Urban Growth Area, to be effective upon annexation. In this case, it does not appear the City has gone through this procedure for the Moody property. Enclosed as **Attachment A** is that portion of the City's Land Use Plan map which depicts the proposed annexation area (i.e. 55th Avenue between Regal Street and Freya Street). As can be seen, while the most western section of the annexed area has a pre-planned zoning designation, the remainder of the property inside the annexed area does not. There is no barrier to the City zoning the Moody property as either RMF or CB.

For the foregoing reasons, Moody Bible Institute respectfully requests the City of Spokane Planning Commission and City Council to allow for RMF or CB zoning for its land within the proposed area to be annexed into the City limits. Such zoning will enable Moody to maintain the value of an important asset, and will enable it to make all the uses currently available to it under the County's current zoning. Alternatively, Moody requests the City to exclude the Moody parcels from the annexation.

Ms. Jo Anne Wright
November 16, 2015
Page 4

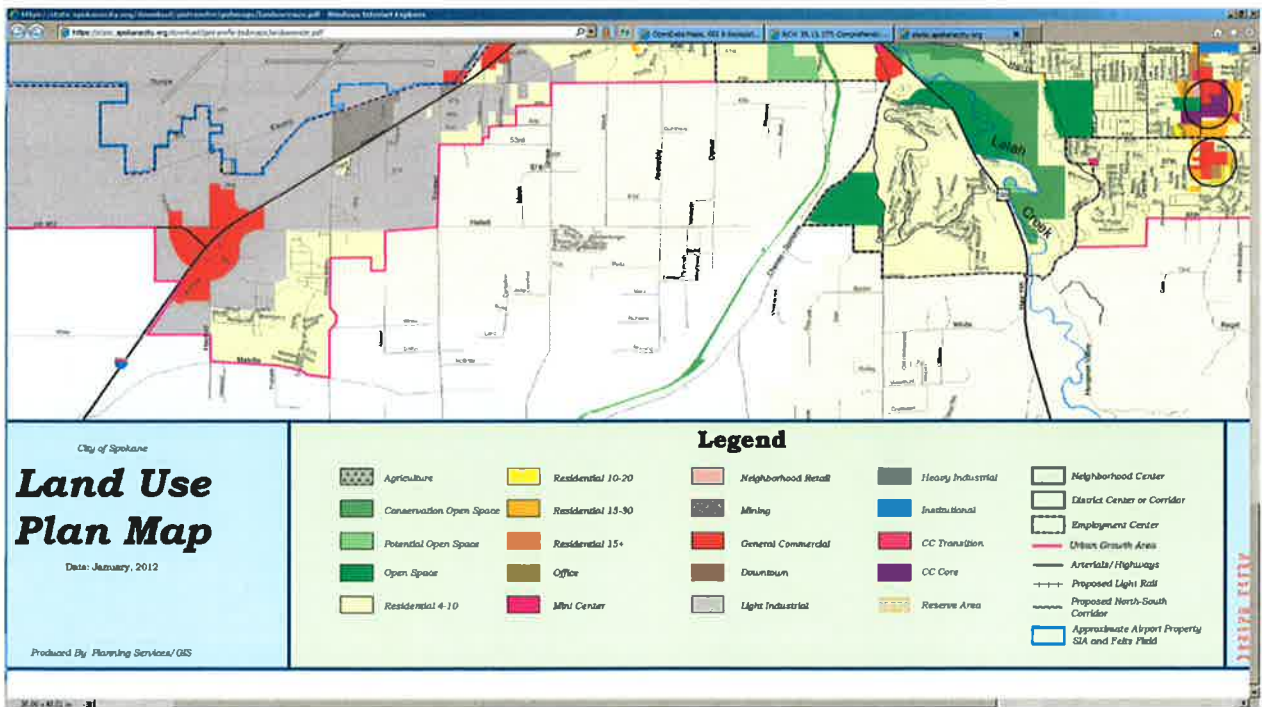
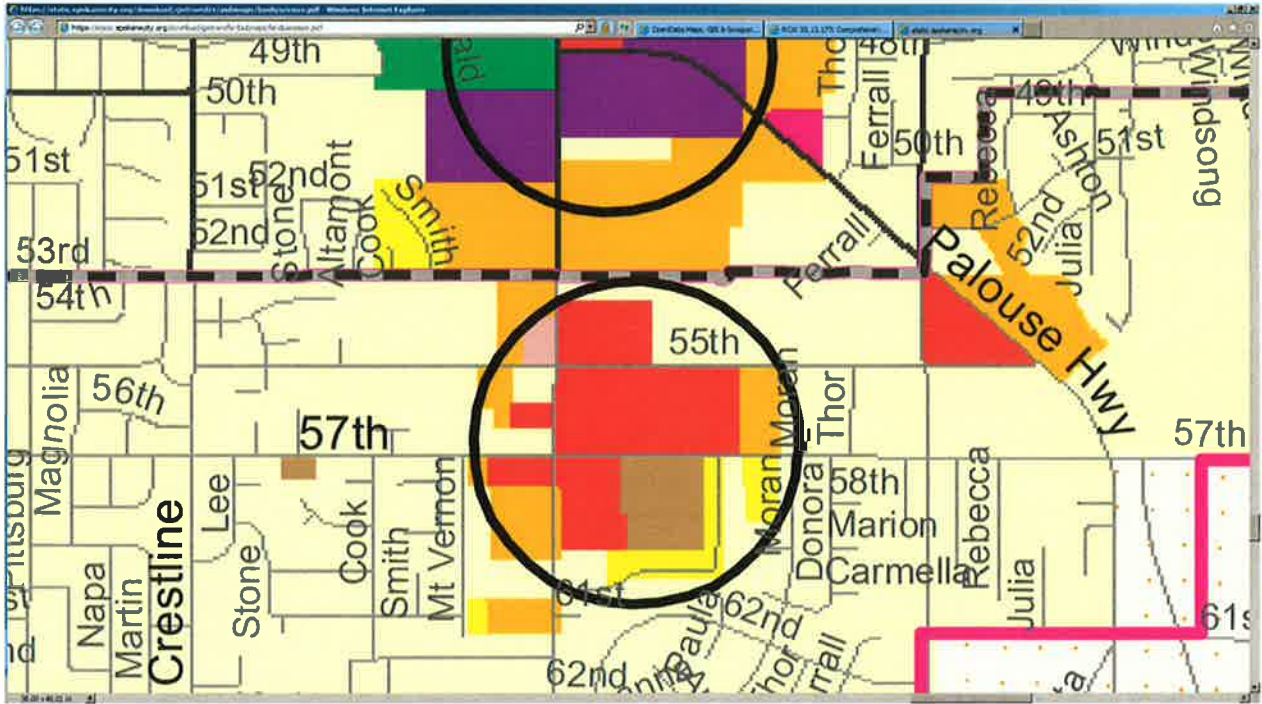
Very truly yours,



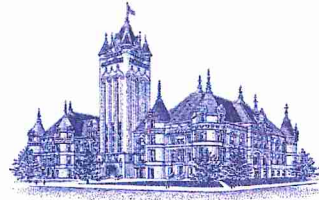
KELLY E. KONKRIGHT

KEK:kek

Attachment A



Memo



SPOKANE COUNTY
PUBLIC WORKS DEPARTMENT
Division of Engineering and Roads
Transportation Engineering
1026 West Broadway Avenue
Spokane, WA 99260-0170
(509) 477-3600 Fax (509) 477-7655
sengelhard@spokanecounty.org
gbaldwin@spokanecounty.org

Planner: Jo Ann Wright, Planning and Development
From: Scott Engelhard, Spokane County Engineering *Scott Engelhard*
File #: 2015 SHV.
Date: November 18, 2015
RE: Comprehensive Plan Land Use Map and Zoning Map Changes

Jo Ann, thank you for chatting with me briefly on the phone this morning regarding the hearing status of the above referenced application.

Spokane County Engineering has no specific comments regarding the Planning Commission consideration of Comprehensive Plan and Zoning Map changes should the proposed area be annexed into the City of Spokane.

Spokane County Engineering would like to comment for the record that should the City of Spokane proceed with the annexation application, that the adjacent streets and roads surrounding the proposed area also be included as part of the final annexation. Specifically, the adjacent streets and roads surrounding the proposal are the Palouse Highway, 55th Avenue and Regal Street.

It is my understanding that there will be additional opportunity to comment on the annexation application as the process continues.

end

Spokane Housing Ventures Annexation

Comments from the Southgate Neighborhood Council

The Area



Land Use

One area of concern we have is the differentiation of the Land Use and Zoning designations in the alternative plan. The large CC parcels already in Southgate are designated CC-Core for Land Use and CC2-DC for zoning. We are wondering why the city-proposed alternative splits the Land Use and Zoning designations into General Commercial and CC2-DC. We would like to see them match the other CC zones in our neighborhood to maintain uniformity in their development. During discussions that led to the creation of the Southgate District Center back in 2005/06, it was explained to the Southgate Neighborhood Council that that city would not be creating any more General Commercial areas in Spokane and that dense, commercial development would happen only within the Center and Corridor designation. Why has the policy changed? When did it change?

Zoning

In an email on May 18, 2015, Acting Planning Director Louis Meuler stated that the department's intention was to use Spokane Comprehensive Plan policy LU 10.3 as guidance when considering the zoning designation for these properties.

LU 10.3 – Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

Southgate finds it appropriate to follow this policy as the city considers how to integrate these properties into the Southgate neighborhood. The mix of developing mixed use, established community commercial, and open low-density designated parcels provides a good blend of new land to our neighborhood. Given that the majority of the proposed annexed area is currently in the County's Mixed Use zoning, Southgate believes that the city should seek to maintain that designation as this land becomes part of our neighborhood.

According to County Zoning Code Chapter 14.608.100, the intent of Mixed Use zoning is to, "implement the Mixed-use Area, Community Center and Urban Activity Center categories of the Comprehensive Plan. These mixed-use categories encourage development that fosters pedestrian activity, supports transit, and provides for a mix of diverse land uses. **The Mixed-use zone supports many activities of daily life that can occur within easy walking distance, giving independence to those who do not drive.** Mixed-use areas support higher intensity

development, but compatibility of uses is ensured through special design standards. Mixed-use areas often provide a central focus point with transportation linkages to the broader community.”

When you compare this intent with the various zoning classifications in the Spokane Municipal Code (SMC) you see that it aligns most directly with our Center and Corridor Zoning as outlined in SMC 17C.122.010, “The intent of center and corridor regulations is to implement the goals and policies of the comprehensive plan for centers and corridors. These areas are **intended to bring employment, shopping, and residential activities into shared locations** and encourage, through new development and rehabilitation, new areas for economic activity. New development and redevelopment is encouraged in these areas that promotes a relatively cohesive development pattern with a mix of uses, higher density housing, buildings oriented to the street, screened parking areas behind buildings, **alternative modes of transportation with a safe pedestrian environment**, quality design, smaller blocks and relatively narrow streets with on-street parking.”

It is Southgate’s view that designating the Land Use and Zoning Center and Corridor is the best way to meet the intent of the Comp Plan policy cited by Mr. Meuler.

The Vision

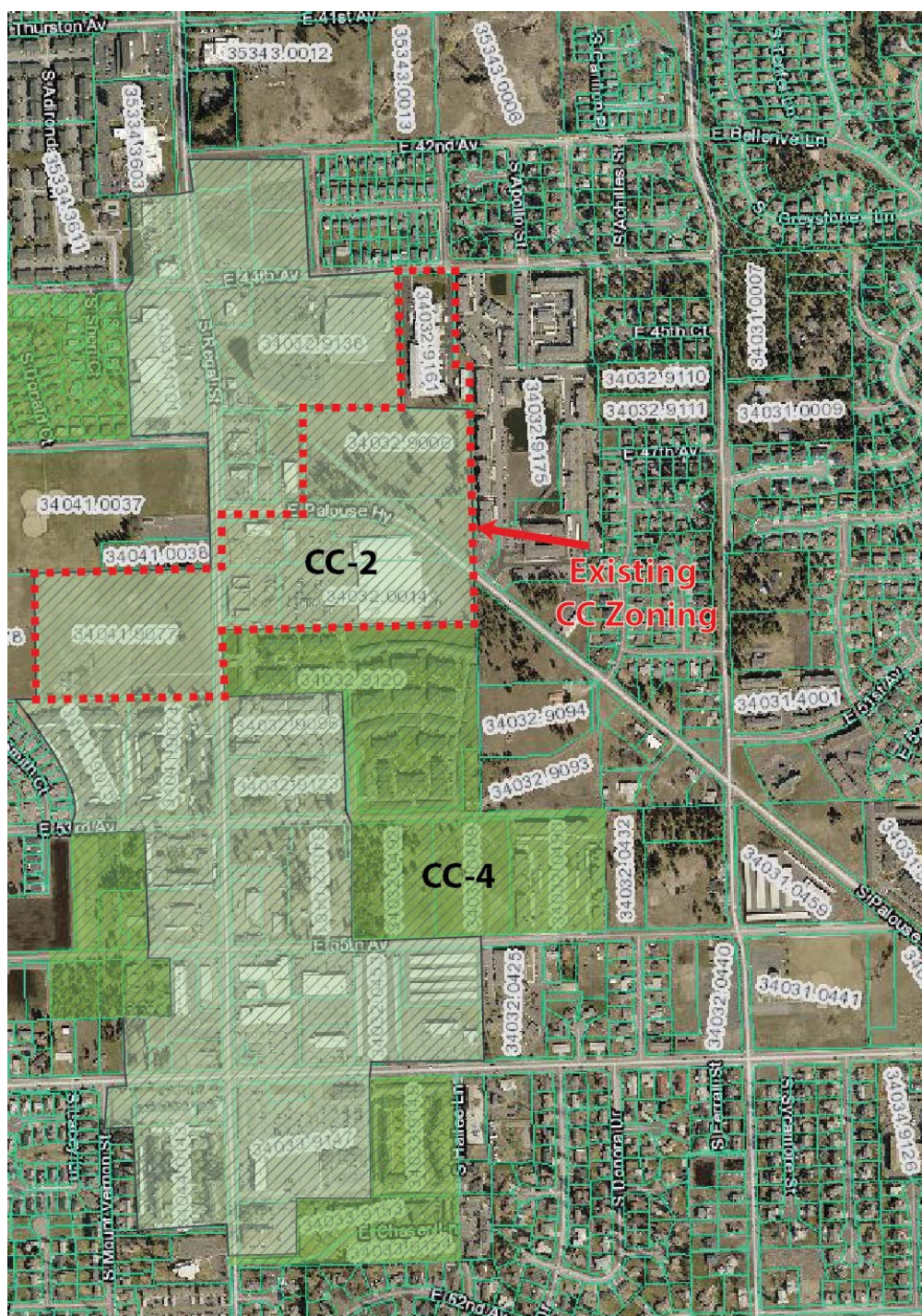
In early September, the neighborhood met with city staff to discuss the annexation and proposed the following zoning for the parcels (see image below). The city can annex the Mixed Use properties and designate them as a combination of CC-2 and CC-4 to meet the intent of the County zoning and the reality of the projects in development. The CC-2 pedestrian enhanced/auto-accommodating zoning will encourage the development of pedestrian-oriented commercial projects in the 8-acres adjacent to Regal Street and the CC-4 zoning for the apartment parcels will accommodate those projects as well. This vision has been modified and incorporated into the City’s “alternative” option.



The total area of these CC designated parcels (27 acres) are larger than the CC zones found at 29th and Grand Ave., the Perry District, and 14th and Grand Ave. This area has the potential to align with our Comprehensive Plan’s vision for a high-density, mixed-use area. To zone it as purely commercial and residential is to violate LU 10.3 and fall short of the standards we have set for ourselves as a community.

A Bigger Vision

Beyond the current annexation question, Southgate would suggest the city expand its vision to look at the Southgate/Moran Prairie area as a whole. There are already three designated District Centers along Regal Street within 2 miles of each other: Lincoln Heights, Southgate, and 57th and Regal Street. The annexation of the properties at the southern edge of our neighborhood point to a need for broader planning for the future annexation of the land already in the Urban Growth Area which extends clear to 65th Ave. to the south and Glenrose Road to the east. In this immediate case, the city should look to see how these three Centers are connected or can be connected with a comprehensive and holistic plan that enacts the vision of our city as state in the Comprehensive Plan.



Two Alternatives

The city planning staff is proposing two alternatives to the land use and zoning of the proposed annexed area. One would create a Community Business zone along Regal Street, the other would reflect a version of the thoughts laid out by Southgate Neighborhood Council above which includes creating Center and Corridor zoning along Regal Street. The Southgate Neighborhood Council would recommend the Plan Commission and City Council adopt the “alternative” plan being proposed by the City. The Center and Corridor zoning is more in line with the intent of the County’s Mixed Use zoning (as outlined above). It could even recommend revising the Land Use and Zoning to match the mixed CC-2/CC-4 zoning the neighborhood proposed back in September.

The Center and Corridor Land Use and Zoning is also better aligned with the city-adopted Southgate Neighborhood Connectivity Plan and would provide a better neighborhood commercial development for the large number of high-density residential developments nearby (over a dozen within a quarter mile). Pedestrian-oriented land use and zoning could help create the type of vibrant, walkable neighborhood that is the goal of the Spokane Comprehensive Plan and the stated goal of such lauded developments as Perry Street, Kendall Yards, and the East Sprague Redevelopment Project. In either case, the neighborhood urges the city to include ADA/Pedestrian access along 53rd and 55th clear to Regal Street. As the design stands right now, there is limited access along those streets for residents of the apartments along 55th to the transit corridor on Regal Street.

Creating desirable, livable neighborhoods is an intentional exercise, it cannot be achieved by maintaining or accepting the status quo. Pedestrian-oriented development at this location can be built up over time to connect with the growing Southgate District Center and the Comp Plan-designated Center at 57th and Regal Street. We thank you for your time and consideration and look forward to continued dialogue and input with the city as we work to implement our neighborhood plans.

Thank you,
Ted Teske, Chair, Southgate Neighborhood Council
Kerry Brooks, Chair, SNC Land Use Committee

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

Page 2

As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

This newly-proposed restriction is entirely unacceptable to our clients and to the prospective tenants they seek to attract, as it deprives them of the uses for which they originally purchased and invested in developing this property. Indeed, already, the mere threat that this designation may be applied to the land owned by Vaughn's 57th Avenue, LLC has resulted in the loss of two prospective tenants unwilling to run the risk of even considering leasing property that may be subject to drive-through restrictions as proposed by a CC-2 designation. Mr. Vaughn has been further advised that absent the ability to attract such tenants and establishments, other highly desirable and lucrative tenants will likewise look to lease elsewhere. It is expected the direct result of a land use change to a CC-2 zoning designation will be to diminish the value of Mr. Vaughn and his company's investment and improvements by approximately 50%.

Should the City of Spokane use this alternative proposed zoning designation of CC-2 or otherwise zone or regulate Vaughn's 57th Avenue, LLC's land so as to restrict uses, and especially the location of drive-through facilities, this constitutes an unconstitutional taking of Mr. Vaughn and his company's property. This threatened regulatory taking is not only ill-advised, but there is also simply no need for this restrictive designation with regard to the proposed annexation area. There is no factual or legal justification for depriving Mr. Vaughn and his company of the property they purchased and the value of the investments they have made in direct reliance on the current use permitted, which the City subsequently assured them would not be affected or hindered by any proposed annexation.

Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

Page 4

Vaughn's 57th Avenue, LLC's property will remain zoned consistent with its present designation, and the City's prior representations that in the event of annexation, development will still be allowed in accordance with the same uses and capabilities permitted under the current Mixed Use County designation. If Mr. Vaughn does not receive these assurances by 12:00 p.m. on Monday, December 7th, 2015, he will be forced to proceed accordingly.

Very truly yours,


DUNN & BLACK, P.S.

ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

CLAIM FOR DAMAGES
CITY OF SPOKANE, WASHINGTON

PLEASE PRINT
IN BLACK INK

Space for Clerk's Stamp

1. Claimant's Name: Cyrus Vaughn III & Vaughn's 57th Avenue, LLC

Residence: 520 W. Main Ave.

Spokane, Washington 99201

(List full address: Street, City, State, Zip Code)

Phone #: Home (509) 998-3508 Work (509) 747-3048 Birthdate: _____

2. Residence of claimant for six months prior to the time the claim of damages accrued (if different): _____

3. Name, address and telephone of owner of any damaged property if not given above: _____
TOTAL CLAIM: \$ Not less than \$3,500,000.00

4. CLAIM INCIDENT DATE: 11/25/2015 TIME: 10:00 a.m. PLACE: Regal & 57th Ave.

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) See attached.

☒ Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: Damages of not less than \$3,500,000 for the taking of Mr. Vaughn and Vaughn's 57th Avenue, LLC's property.

☐ Attachments (Attach bills, statements, estimates or other proof of your specific items of loss.)

6. Were any other persons involved in the incident? Give details with name, address and telephone: _____
See attached.

7. Name, address and telephone of witnesses or persons with further information: _____
See attached.

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$ 3,500,000.00

NOTE: Please see Spokane Municipal Code 4.02.030 for further information on claim requirements.

MEDICAL INFORMATION DISCLAIMER: Per chapter 42.56 RCW (Public Records Act), a filed Claim for Damages and its attachments are subject to public disclosure. If you have any attachments to this claim containing medical information, please enclose those attachments in a sealed envelope marked with your name and the phrase "Medical Contents."

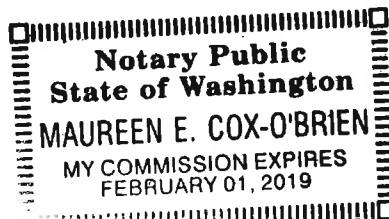
STATE OF WASHINGTON)
County of Spokane :)

I, Alexandria J. Sohn (print name), being first duly sworn, on oath, depose and say: That I have read the foregoing claim, know the matter therein contained, and the same is true to the best of my knowledge.

SUBSCRIBED AND SWORN to before me this 25 day of November, 2015.
Maureen E Cox-O'Brien Attorney for Cyrus Vaughn and Vaughn's 57th Avenue, LLC
Claimant

FILE COMPLETED FORM WITH:

Spokane City Clerk's Office
Fifth Floor, Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane WA 99201-3342
509-625-6350



Notary Public in and for the State of Washington,
Residing at Spokane Valley
My commission expires 2-1-19

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

Page 2

As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

This newly-proposed restriction is entirely unacceptable to our clients and to the prospective tenants they seek to attract, as it deprives them of the uses for which they originally purchased and invested in developing this property. Indeed, already, the mere threat that this designation may be applied to the land owned by Vaughn's 57th Avenue, LLC has resulted in the loss of two prospective tenants unwilling to run the risk of even considering leasing property that may be subject to drive-through restrictions as proposed by a CC-2 designation. Mr. Vaughn has been further advised that absent the ability to attract such tenants and establishments, other highly desirable and lucrative tenants will likewise look to lease elsewhere. It is expected the direct result of a land use change to a CC-2 zoning designation will be to diminish the value of Mr. Vaughn and his company's investment and improvements by approximately 50%.

Should the City of Spokane use this alternative proposed zoning designation of CC-2 or otherwise zone or regulate Vaughn's 57th Avenue, LLC's land so as to restrict uses, and especially the location of drive-through facilities, this constitutes an unconstitutional taking of Mr. Vaughn and his company's property. This threatened regulatory taking is not only ill-advised, but there is also simply no need for this restrictive designation with regard to the proposed annexation area. There is no factual or legal justification for depriving Mr. Vaughn and his company of the property they purchased and the value of the investments they have made in direct reliance on the current use permitted, which the City subsequently assured them would not be affected or hindered by any proposed annexation.

Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

Page 4

Vaughn's 57th Avenue, LLC's property will remain zoned consistent with its present designation, and the City's prior representations that in the event of annexation, development will still be allowed in accordance with the same uses and capabilities permitted under the current Mixed Use County designation. If Mr. Vaughn does not receive these assurances by 12:00 p.m. on Monday, December 7th, 2015, he will be forced to proceed accordingly.

Very truly yours,

DUNN & BLACK, P.S.



ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

Spokane Housing Venture Annexation Crossover Land Use & Zoning Categories

County Land Use is Community Commercial	City Land Use Crossover Designation is General Commercial	
County Zoning is Community Commercial	City Zoning Crossover Designation is Community Business	
Residential Uses	Permitted in County Community Commercial Zone	Permitted in City Community Business Zone
Dwelling, multi-family	L	L/CU
Dwelling, single-family	P	P
Dwelling, two-family duplex	P	L/CU
Commercial Uses	Permitted in County Community Commercial Zone	Permitted in City Community Business Zone
Adult entertainment/retail establishment	L	L
Billboard/videoboard	N	P
Drive through business	L	P
General retail sales and services	L	P
High impact use	N	N
Kennel, public/private	L	P
Manufacturing and production	CU	L/CU
Manufactured home/recreational sales	N	L/CU
Motor vehicle rental	CU	P
Motor vehicle sales	N	P
Parking lot/structure	P	P
Parks and Open Spaces	P	P
Research and educational facility	L	P
Restaurant including alcohol service	P	P
Self service storage facility (mini storage)	P	L[5]
Tavern/pub	P	L/CU
Theater, motion picture or performing arts	P	P
Top soil removal	CU	CU
Warehouse / Freight Movement	N	L/CU
Utilities/Facilities Uses	Permitted in County Community Commercial Zone	Permitted in City Community Business Zone
Fire station	P	P
Incinerator	N	N
Landfill	N	N
Law enforcement facility	L	P
Power plant	N	N
Recycle collection center	P	N
Sewage treatment plant	N	N
Solid waste transfer site	N	N
Stormwater treatment/disposal	P	P
Tower	L	L/CU
Tower, private	L	L/CU
Wireless communication antenna array	L	L/CU
Wireless communication support tower	P	L/CU

Institutional Uses	Permitted in County Community Commercial Zone	Permitted in City Community Business Zone
Child day-care center	P	P
Church	P	P
Community hall, club, or lodge, facility	P	P
Cultural center/museum	P	P
Detention facility (EPF)	N	CU
Hospital and medical services	N	P
Library	P	P
Post Office	P	P
High school	P	P
College or university	P	P
County Development Standards	City Development Standards	
Max. Building Coverage: 55% Max. Building Height: 50 ft. Max. Building Height 100ft. of LDR zone: 35 ft. Setbacks: Front/flanking yard - 10 ft. Side yard abutting commercial or industrial zone/use - 10 ft. Side yard abutting residential or rural - 15 ft. Rear yard - 15 ft. Min. Frontage- 50 ft. on a minor arterial or higher Landscaping required: Yes Parking required: Yes. Varies space from 1 space per 100 gross sq.ft. upto 1 space pr 2,000 gross sq. ft. depending on use. Residential parking spaces vary based on rooms and or dwelling units.	FAR: 1.5 Max. Max. Building Height: 55 ft. Setbacks: Front lot line: 0 ft.. From lot line abutting O, OR, NR, NMU, CB, GC, DT, CC, LI or HI lots: 0 ft. From abutting residential lots: 10 ft. Min. Street Lot Line: 0 ft. Front lot line: 0 ft. Landscaping required: Yes Parking required: Yes. Parking areas are not allowed within the first 20 ft. from a street lot line for the first 60 ft from the boundary of the residential zoning district.	

This table provides a general summary of development standards and permitted uses. Please see the Chapter 17C. 120 of Spokane Municipal Code available at www.spokanecity.org and Chapter 14.608 of the Spokane County Zoning Code available at www.spokanecounty.org for the full Development Standards.

Notes:

- [1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
- [2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
- [3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
- [4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square ft. per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within sixty ft. of a single-family and two-family residential zone or further than three hundred ft. (neighborhood center only) from a CC core comprehensive plan designation.
- [5] 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.

Use is: **P**-Permitted, **N**-Not Permitted, **L**-Limited Use, **CU**- Conditional Use Review Required



Agenda Sheet for City Council Meeting of:
02/01/2016

Date Rec'd	1/19/2016
Clerk's File #	ORD C35360
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JO ANNE 625-6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - ORDINANCE FOR SPOKANE HOUSING VENTURES ANNEXATION		

Agenda Wording

An Ordinance relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map. (Testimony will be taken on February 8, 2016/Action March 14, 2016.)

Summary (Background)

The City's Comprehensive Plan includes areas the City reasonably expects to annex into the City in the future, including the Spokane Housing Ventures Annexation area. On December 9, 2015, the Spokane Plan Commission held a public hearing on the proposed annexation and voted to recommend that the City Council approve the annexation and assign appropriate Zoning Map designations to the area, provided that parcels 34031.0459 and 34031.5201 east of Freya Street be removed from the annexation area.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	WRIGHT, JO ANNE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PED 11/16/15 - SPC
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	jwright@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		htrautman@spokanecity.org	

ORDINANCE NO. C35360

AN ORDINANCE relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map.

WHEREAS, a portion of the Urban Growth Area located on the southern boundary of the City of Spokane's corporate limits known as the Spokane Housing Ventures Annexation Area is proposed to be annexed into the City of Spokane; and

WHEREAS, State law authorizes local jurisdictions to prepare a proposed Comprehensive Plan Land Use Plan to become effective upon the annexation of any area which might reasonably be expected to be annexed; and

WHEREAS, the City of Spokane Comprehensive Plan policy - LU 10.3 Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed,"* and

WHEREAS, the proposed amendment to the City of Spokane Official Zoning Map converts the existing Spokane County zoning designations for the Spokane Housing Ventures Annexation Area to the closest corresponding City of Spokane zoning designations; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the zoning map on October 30, 2015; and

WHEREAS, the City of Spokane Plan Commission held workshops on the proposed Zoning map amendments on October 14, October 28, and November 11, 2015; and

WHEREAS, A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015; and

WHEREAS, Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email and mailed notifications of the hearing; and

WHEREAS, after consideration of the issues and public testimony that is a part of the record and summarized in the Plan Commission Findings of Fact, Conclusions,

and Recommendations adopted on December 9, 2015, the Plan Commission has forwarded its recommended amendments to the Comprehensive Plan and zoning map; and

WHEREAS, notices of the City Council's hearings have been posted in the Spokesman Review and the City's official Gazette; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That the Official Zoning Map is amended to include the zoning designations for the area within the pending Spokane Housing Ventures Annexation Area as shown on the attached map, and that the Director of Planning Services shall update the Official Zoning Map consistent with this amendment.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Spokane Housing Ventures Annexation**

A recommendation of the City Plan Commission relating to the proposed Spokane Housing Ventures Annexation and related zoning map and Comprehensive Plan land use map designations for proposed annexation area.

Findings of Fact:

- A. The City of Spokane, pursuant to chapter 35.13 RCW, is authorized to annex land within an urban growth area and contiguous to the City's municipal boundary.
- B. The owners of certain property situated within the Spokane Housing Ventures Annexation Area filed a proper and sufficient Notice of Intent to commence annexation proceedings with the City.
- C. Following its receipt of said notice, the City Council held a public meeting with the owners and determined by Resolution 2015-0031 that the City would geographically modify the proposed annexation area to include the property lying between Regal Street on the west, Palouse Hwy on the east, 53rd Avenue on the North, and 55th Avenue on the South, as shown in the Spokane Housing Ventures Annexation Parcel Map attached hereto as Exhibit "A".
- D. Thereafter, a sufficient petition for annexation was filed with the City pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the city of Spokane of an approximately 42-acre area within an urban growth area and contiguous to the City's southern municipal boundary, otherwise referred to as the Spokane Housing Ventures Annexation Area (the "Petition").
- E. On December 9, 2015, the Plan Commission held a hearing to obtain public comments on the annexation and the proposed land use and zoning designations for the Spokane Housing Ventures Annexation Area.
- F. The City of Spokane Comprehensive Plan policy LU 9, Annexation Areas, encourages the annexation of areas that are logical extensions of the City, and further encourages the use of readily identifiable boundaries, such as highways, to define annexation areas where possible. The Spokane Housing Ventures Annexation Area, as modified by City Council resolution 2015-0031, is a logical extension of the City's corporate boundaries and uses streets to make the new boundaries readily identifiable. Based on testimony by Fire District 8 and the owners of property on the east end of the modified annexation area (i.e., parcel no. 34031.0459), the western edge of Freya Street also provides a readily identifiable and logical corporate boundary.
- G. The City of Spokane Comprehensive Plan policy - LU 10.3, Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed."*

- H. Consistent with LU 10.3, and in the context of annexation of new areas to the City, proposed amendments to the City's Comprehensive Plan Land Use Map and Zoning Map should convert the existing Spokane County Comprehensive Plan Land Use designations and zoning for the Spokane Housing Ventures Annexation area to the closest corresponding City of Spokane land use and zoning designations.
- I. The existing Spokane County Comprehensive Plan Land Use Map and Zoning Map designations are illustrated on Exhibit "B". The City of Spokane Comprehensive Plan Land Use Map and Zoning Map designations reflected in Exhibit "C" are consistent with the City of Spokane Comprehensive Plan and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County.
- J. A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015.
- K. Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email notifications of the hearing.
- L. Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle.

Conclusions:

- A. The Plan Commission has reviewed all public comments and testimony received during the public hearing.
- B. Based on testimony from Fire District 8 and the owner of parcel no. 34031.0459, and based on the review of maps of the proposed annexation area, the western edge of Freya Street would provide a readily identifiable and logical corporate boundary.
- C. The City of Spokane Comprehensive Plan Land Use and Zoning designations set forth in Exhibit "C" are consistent with the goals and policies of the City of Spokane Comprehensive Plan, and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County
- D. All State and local public notice and participation requirements have been satisfied.

Recommendations:

By a vote of 5 to 1, and subject to the proviso set forth below, the Spokane City Plan Commission recommends that the City Council approve the Spokane Housing Ventures Annexation, as previously modified by the City Council, and that the City Council adopt the land use and zoning designations for the annexation area as are set forth in Exhibit "C" hereto, provided that parcels 34031.0459 and 34031.5201 be removed from the annexation area, and that the western edge of the Freya Street right-of-way form the eastern end of the annexation area.

By a similar vote, the Plan Commission also recommends that if the City Council is inclined to consider imposing center and corridor zoning on those western areas of the annexation area designated for community business zoning in Exhibit "C", then the City Council instead zone such property Community Business, subject to a development agreement between the City and the owner of such property imposing agreed upon design standards that shall apply to and govern development of the property.



Dennis Dellwo, President
City Plan Commission

12-17-15
Date

EXHIBIT "A"

Spokane Housing Ventures Proposed Annexation

Parcel Map

Spokane Housing Ventures Annexation Parcel Map

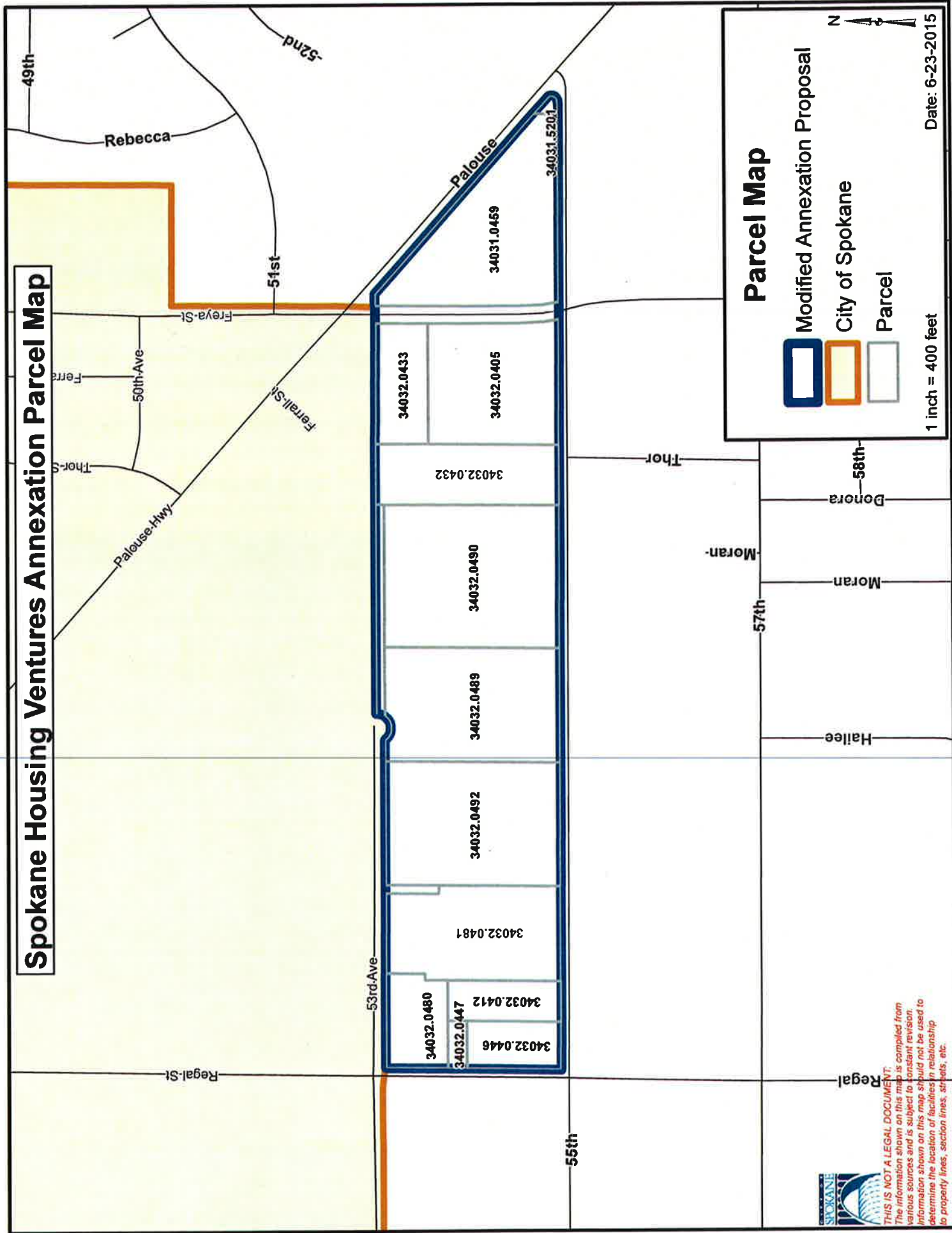


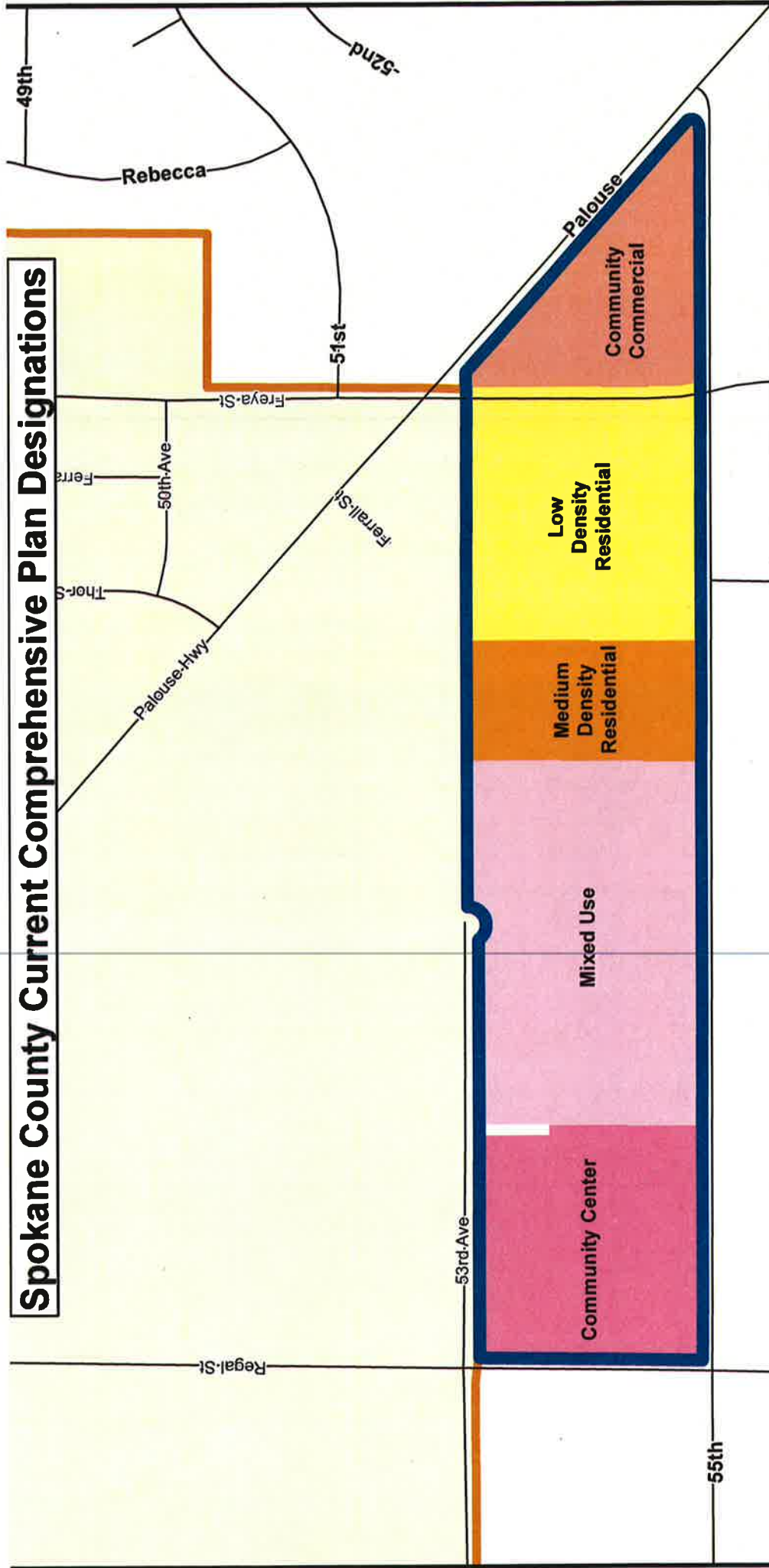
EXHIBIT "B"

Spokane Housing Ventures Proposed Annexation

Spokane County

Existing Comprehensive Plan Land Use Map and Zoning Map Designations

Spokane County Current Comprehensive Plan Designations



Landuse Plan Map

Modified Annexation Proposal

City of Spokane

County Comprehensive Plan

- Low Density Residential
- Medium Density Residential
- Mixed Use
- Community Center
- Community Commercial

1 inch = 400 feet

Date: 6-23-2015



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

Spokane County Current Zoning Designations

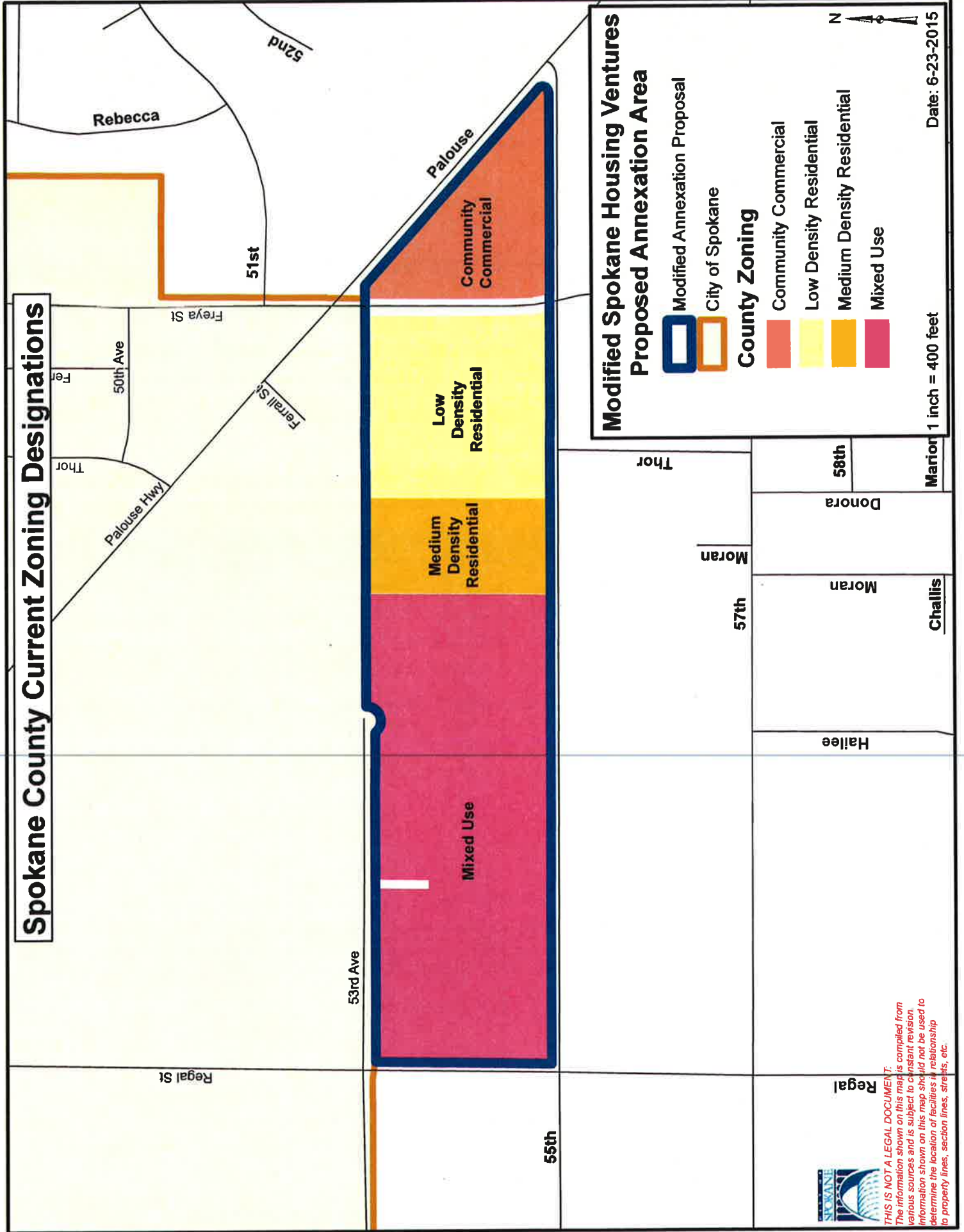


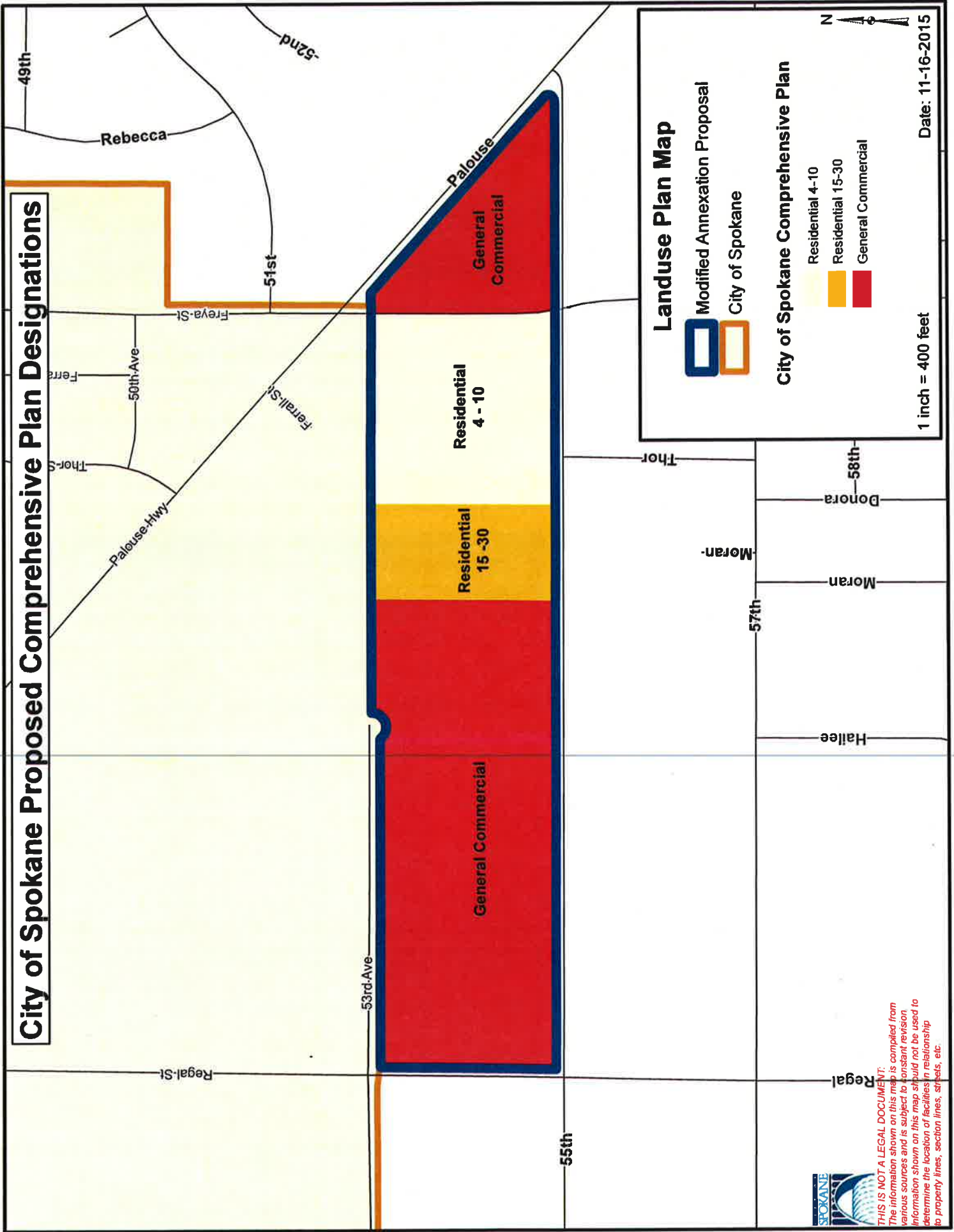
EXHIBIT "C"

Spokane Housing Ventures Proposed Annexation

City of Spokane

Proposed Comprehensive Plan Land Use Map and Zoning Map Designations

City of Spokane Proposed Comprehensive Plan Designations



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Modified Spokane Housing Ventures Proposed Annexation Area

Modified Annexation Proposal

City of Spokane

City of Spokane Zoning

Residential Single-Family

Residential MultiFamily

Community Business

1 inch = 400 feet

Date: 11-16-2015



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

October 27, 2015

Mr. Dennis Dellwo, President
City of Spokane Plan Commission
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3329

***Re: Spokane Housing Ventures
Parcel Numbers 34032.0409, 34032.0492, and 34032.0489***

Dear Mr. President and Plan Commission Members:

This letter is intended to provide background and information concerning the above annexation.

A. BACKGROUND.

1. Summer 2011, SHV and partnerships make request to be annexed to the City.
2. November 2011, matter deferred by City Council to allow City administration to evaluate boundaries for the annexation.
3. May 29, 2012, Mayor Condon recognizes partnerships affordable housing projects, but "rejects annexation at this time."
4. February 12, 2015, letter to Council President Ben Stuckart requesting annexation and providing background concerning installation of City water, sanitary sewer, and public street development to include execution of Connection/Annexation Agreements and payment of connection fees to the City.
5. April 20, 2015, Resolution No. 2015-0031. This City Council Resolution geographically modified the annexation proposal to include a statement that the City of Spokane will pursue this annexation in accordance with the direct petition method described in RCW 35.13.
6. August 26, 2015, letter to Interim Planning Director requesting that this annexation be placed before the City Plan Commission for consideration.

At the October 14, 2015, Plan Commission Meeting, City staff presented information suggesting that this annexation would not result in positive cash flow to the City general, EMS and utility funds. This was due in large part to the difference between the "in city" utility fees versus the

"out of city" utility fees. Notably, this exact same information was presented to the City Council.

Once again, the City presentation failed to take into consideration the significant capital investment by the proponent, which amounts to approximately \$1,027,281.00. See Attachment A. This constructed public infrastructure, city utilities and streets, was required by the City, in order benefit, support, and expand planned growth of the urban area. There is no doubt this infrastructure allows the City to collect additional connection fees, service charges, and other costs in the operation of its public utilities. Not to mention, additional sales and property tax will be generated from these properties following the annexation.

B. THE CITY COMPREHENSIVE PLAN.

Goal LU 9 entitled "Annexation Areas" states that the City supports annexations that support logical boundaries and reasonable service areas within the City's urban grow area, where the city has the fiscal capacity to provide services. LU 9.6 qualifies the "negative fiscal impact on the city" with regard to utilities and states

Property owners in annexing areas should fund the public utility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations.

It is without question that this annexation has satisfied the goals and policies of annexation set forth in the City Comprehensive Plan. See Attachment B.

The Spokane Housing Ventures annexation also fulfills policies in the housing chapter of the Comprehensive Plan that recognizes "few new housing units are developed that are affordable to lower income households." H-19. Special needs populations to include the physically disabled are in great need of affordable and subsidized housing located throughout the community. H 2.6, SH 4.2, and SH 4.2. Along with the affordable housing studies cited in the February 12, 2015 letter to Ben Stuckart, this annexation supports the Comprehensive Plan's affordable housing goals.

Finally, this annexation supports the City's affordable housing studies conducted pursuant to HUD regulations, and compliance with five goals set forth in the November 2014 "talking points on needs" for the "Spokane Consolidated Plan 2015-2020."


President Dennis Dellwo
October 27, 2015
Page 3

C. CONCLUSION.

It is requested on behalf of Spokane Housing Ventures that the Plan Commission forward to the City Council a recommendation to approve the Spokane Housing Ventures annexation.

Very truly yours,

WITHERSPOON • KELLEY



Stanley M. Schwartz

SMS/kh
Enclosure

ATTACHMENT A Annexation Request

Developer Constructed Improvements

Installed and Conveyed to the City the following Utilities:

a) Approx. 1000 feet of 8" Sanitary Sewer in 53 rd Ave:	Cost	\$160,000.00
b) Approx. 600 feet of water main in 55 th Ave	Cost	\$50,000.00

Streets and Walking Path Construction:

a) 600 feet of City Street/Sidewalk/Curb and Gutter in 53 rd Avenue with fire access to remainder of	Cost	\$126,000.00
b) 1400 feet of widening for City Street/Sidewalk/Curb and Gutter	Cost	\$133,000.00
a) 680 feet City Street/Sidewalk/Curb and Gutter for Fiske St. (for connectivity requirements).	Cost	\$132,000.00
b) 680 feet for Walking Path Connectivity	Cost	\$61,000.00

ROW deeded to City/County:

a) 53 rd ROW dedicated for street	Cost	\$125,000.00
b) Fiske ROW dedicated to meet City street connectivity	Cost	\$102,000.00
c) Walking Path to meet City connectivity requirement	Cost	\$34,000.00

TOTAL COST and Public Benefit for Utilities, Streets and ROW	\$923,000.00
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Hazel's Creek Regional Stormwater - Capital Cost Fees	\$104, 287.00
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<u>TOTAL BENEFIT TO CITY:</u>	\$1,027,281.00
--------------------------------------	-----------------------

ATTACHMENT B:

Develop a broad, community-based process that periodically reevaluates and directs city policies and regulations consistent with the Visions and Values.

LU 7.3 Historic Reuse

Allow compatible residential or commercial use of historic properties when necessary to promote preservation of these resources.

Discussion: Preservation of historic properties is encouraged by allowing a practical economic use, such as the conversion of a historic single-family residence to a higher density residential or commercial use. A public review process should be required for conversions to a use not allowed in the underlying zoning district. Special attention should be given to assuring that the converted use is compatible with surrounding properties and the zone in which the property is located. Recommendations from the Historic Landmarks Commission and the Historic Preservation Officer should be received by any decision-maker before a decision is made regarding the appropriateness of a conversion of a historic property.

LU 7.4 Sub-Area Planning Framework

Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively.

☐ **LU 8 URBAN GROWTH AREA**

Goal: Provide an urban growth area that is large enough to accommodate the expected population growth for the next 20 years in a way that meets the requirements of the CWPPs.

Policies

LU 8.1 Population Accommodation

Accommodate the majority of the county's population and employment in urban growth areas in ways that ensure a balance between livability, preservation of environmental quality, open space retention, varied and affordable housing, high quality cost-efficient urban services, and an orderly transition from county to city jurisdiction.

LU 8.2 Urban Growth Area Planning

Plan with Spokane County for the unincorporated portions of the urban growth area.

Discussion: Planning for the urban growth area should include the adoption of consistent land use designations, policies, and development standards, as well as the identification and preservation of natural environmental features.

LU 8.3 Growth Boundary Establishment

Establish an urban growth area boundary, consistent with the CWPPs, that provides enough land to accommodate the urban growth area's projected growth for the next 20 years.

LU 8.4 Urban Land Supply

Regularly monitor the relationship between land supply and demand to ensure that the goals of the comprehensive plan are met.

Discussion: To assure that land supply is adequate, the land supply should be regularly monitored. Particularly important at the onset of the identification of an urban growth boundary, regular monitoring can allow the city and Spokane County to make adjustments as necessary.

LU 8.5 Growth Boundary Review

Review the urban growth area boundary at least once every five years relative to the current Office of Financial Management's twenty-year population forecast and make adjustments, as warranted, to accommodate the projected growth.

LU 9 ANNEXATION AREAS

Goal: Support annexations that create logical boundaries and reasonable service areas within the city's urban growth area, where the city has the fiscal capacity to provide services.

Policies

LU 9.1 Logical Boundaries

Encourage the annexation of areas that are logical extensions of the city.

Discussion: As much as possible, the city should avoid annexations that create "peninsulas" of unincorporated land within the city limits. The following policies shall apply to the size of an annexation and the location of boundaries:

- A. The City Council will decide whether to require increases in the size of proposed annexations on a case-by-case basis.
- B. City staff may recommend expansion of a proposed annexation prior to the first meeting with property owners required under RCW 35A.14.120. The City Council will consider whether a requirement that the initiator expand the proposed annexation up to the maximum allowed under state law would meet any of the following criteria:
 1. The expanded annexation would create logical boundaries and service areas.
 2. Without the proposed annexation, the area to be added would not likely be annexed within the foreseeable future.
 3. The area to be added would eliminate or reduce an unincorporated county peninsula.
- C. If the City Council concludes that any of the criteria applies to a specific annexation proposal, it will require the initiator to expand the boundaries of the proposed annexation to the extent allowed by law and deemed appropriate by the City Council.
- D. Service delivery should be a criteria in the formation of boundaries. Annexations should attempt to maximize efficiencies of urban services.

LU 9.2 Peninsula Annexation

Encourage and assist property owners in existing unincorporated "peninsulas" in the city's urban growth area to annex to the city.

Discussion: Unincorporated "peninsulas" are land areas of any size that are located outside of the city limits that have at least eighty percent of their boundaries contiguous to the city. RCW 35.13.182, allows the cities to resolve to annex such areas (in existence before June 30, 1994) subject to referendum for forty-five days after passage following the adoption of the annexation ordinance.

LU 9.3 City Utilities

Require property owners requesting city utilities to annex or sign a binding agreement to annex when requested to do so by the city.

LU 9.4 Readily-Identifiable Boundaries

Use readily identifiable boundaries, such as lakes, rivers, streams, railroads, and highways, to define annexation areas wherever possible.

Discussion: Permanent physical features provide city limit boundaries that are easy to identify and understand. Streets or roads may be used where appropriate. However, streets and roads are generally less suitable boundaries because of utility access issues.

LU 9.5 Community Impacts

Evaluate all annexations on the basis of their short and long-term community impacts and benefits.

Discussion: If the annexation includes proposed development, consideration of the proposal should include an analysis of the short and long-term impacts on the neighborhood and city in terms of all services required, including water, sewer, urban runoff, roads, schools, open space, police and fire protection, garbage collection, and other services.

LU 9.6 Funding Capital Facilities in Annexed Areas

Ensure that annexations do not result in a negative fiscal impact on the city.

Discussion: In general, property owners in annexing areas should fund the public facility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations. If an area annexing to Spokane requires public facility improvements to correct health and safety related problems, the property owners within the annexed area should fund these improvements. If an area annexing to Spokane has public facilities that do not meet City of Spokane standards and the property owners or residents want to improve the facilities to meet city standards, the property owners should fund those improvements, or the proportion of those improvements, that do not have a citywide benefit. Public facility improvements within annexed areas that have a citywide benefit should be considered for funding through city revenues as part of the Spokane capital facilities and improvements planning processes.

LU 9.7 City Construction Standards

Require utilities, roads, and services in the city's urban growth area to be built to city standards.

Discussion: Interlocal agreements are a mechanism that should be used to apply these standards to the urban growth area. Requiring these facilities to be built to city standards will assure that they meet city standards at the time of annexation of these areas to the city.

LU 9.8 City Bonded Indebtedness

Require property owners within an annexing area to assume a share of the city's bonded indebtedness.

Discussion: When property is annexed to the city, it becomes subject to all city laws. It is also assessed and taxed in the same way as the property already in the city. As a result, annexed areas are required to help pay for the outstanding indebtedness of the city approved by voters prior to the effective date of the annexation.

☐ LU 10 JOINT PLANNING

Goal: Support joint growth management planning and annexation requests, which best meet the Comprehensive Plan's development goals and policies.

Policies

LU 10.1 Land Use Plans

Prepare land use plans in cooperation with Spokane County for the urban growth area to ensure that planned land uses are compatible with adopted city policies and development standards at the time of annexation.

LU 10.2 Special Purpose Districts

Confer with affected special purpose districts and other jurisdictions to assess the impact of annexation prior to any annexation.

Discussion: Where possible, boundaries should be mutually resolved by the jurisdictions involved before any final action is taken on a formal annexation petition.

LU 10.3 Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

LU 10.4 Permitted Uses

Discourage annexations when the sole purpose is to obtain approval of uses not allowed by county regulations unless the proposal is consistent with an adopted joint plan and with city standards and policies.

LU 10.5 UGA Expansion

Establish a forty-year planning horizon to address eventual expansion of UGAs beyond the twenty-year boundary required by the Growth Management Act.

Discussion: The purpose of the longer planning period is to ensure the ability to expand urban governmental services and avoid land use barriers to future expansion of the twenty-year UGA boundary. Within the urban reserve areas, densities and land use patterns should be established that do not preclude later subdivision to urban densities.

To identify urban reserve areas, it is necessary for the city and Spokane County to work together to identify the amount of land necessary to support the next 40 years of growth. Factors that need to be considered include the ability to provide public services and facilities and carrying capacity issues, such as water quantity and air quality.

ABOUT SPACE!

STORAGE CENTER

3715 East 55th Avenue
Spokane, Washington 99223
(509) 443-0484 ♦ Fax (509) 443-9484

RE: Annexation Proposal

We are the owners of About Space Storage located at 3715 E 55th Ave, in Spokane County. This 3 acre parcel is located at the east end of the proposed annexation into the city. It is a triangular property surrounded by the Palouse Hwy., 55th Ave., and Freya. It is zoned Community Commercial. We have owned the property since 2002.

While we receive city water and sewer services, all other services i.e., fire protection, roads, snow removal; Sheriff, etc. are provided by Spokane County. Over the past couple of weeks, we have been in contact with many city and county departments trying to determine the impact the proposed annexation would have on our business. No one has been able to give us a definitive answer other than we would be required to obtain a city business license, that the tax levy rate probably would be about the same and that some of the city water fees would be reduced but other fees would be added to make that a draw. We have not been able to form a conclusion on the immediate financial impact based on the information we have received.

The one long term issue that we have researched and have formed an opinion on is zoning. If the annexation is approved we definitely want the property to be zoned General Commercial. This is a small family business which supports 4 families, in addition to ours, and it has been our hope for it to support us throughout our lives. A change to a more restricted zoning, such as center and corridors, would have a negative financial impact on our long term goals.

Thank you for considering our concerns.

Dale and Deanna Bright

RECEIVED
NOV 17 2015
PLANNING & DEVELOPMENT

November 16, 2015

Ms. Jo Anne Wright
Associate Planner
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

KELLY E. KONKRIGHT
Admitted In: Washington
Direct Fax: (509) 363-2484
Direct Dial: (509) 623-2011

Re: Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for
the Spokane Housing Ventures Annexation
Public Comments of The Moody Bible Institute of Chicago

Dear Ms. Wright:

On behalf of The Moody Bible Institute of Chicago ("Moody"), I submit this public comment in response to the Notice of SEPA Determination and Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for the Spokane Housing Ventures Annexation.

Moody is a non-profit Christian organization which operates a ministry in several states. This ministry includes religious higher education, operation of Christian radio stations, and operation of a Christian publisher. As part of its ministry, Moody owns and operates a radio tower and station located at 5408 S. Freya Street just outside the City's boundaries on the South Hill. Moody owns approximately 9 acres of land at this address consisting of parcel numbers 34032.0405; 34032.0432; and 34032.0433. Moody has operated this station for more than forty (40) years.¹

Under the Spokane County Zoning Code, Moody's property is zoned Low Density Residential ("LDR"). In the proposed annexation, the City has stated it plans to zone the property as Residential Single Family ("RSF"). This change of zoning will restrict the range of uses for which this property can be used more than the current zoning under the Spokane County Zoning Code, and eliminate some entities who may otherwise have been interested in purchasing the land.

The specific uses that are allowed under the current County LDR zoning that will no longer be allowed under the City's RSF zoning are as follows:

¹ Moody also operates two (2) branches of its post-secondary higher education program in Spokane, WA where students can earn a four (4) years bachelor's degree in multiple disciplines.

- Community residential facilities;
- Crisis residential center;
- Row housing;
- Family day-care provider;
- Child day-care center;
- Garden sales;
- Golf course;
- Home industry;
- Home profession; and
- Transit facilities.

As a non-profit religious organization, Moody relies heavily on donations and maintaining the value of its assets in order to fund its ministry. The proposed RSF zoning the City plans to impose through the annexation will negatively impact the value of Moody's property, and have a corresponding detrimental impact on Moody's ministry.

It is important to also note that the Spokane Transit Authority ("STA") recently contacted Moody to indicate that it is exploring potential acquisition of the Moody property as a terminal for "park and ride" bus service. While Moody understands that STA is only in the preliminary planning phases for this project and no offer has been made to Moody regarding the acquisition of its property, we wish to make you aware that STA would be prevented from proceeding with this project under the proposed RSF zoning classification.

Upon review the City's proposed annexation as a whole, it is readily apparent that the ministry's parcels are the only property in the annexation area that will be zoned RSF. The other properties along 55th Avenue between Regal Street and Freya Street (as well as the parcel at the east corner of 55th Avenue and Freya Street) are zoned primarily Community Business ("CB") and the parcel immediately adjacent to Moody's land is zoned Residential Multi-Family ("RMF"). In other words, its RSF property will be sandwiched between RMF and CB on one side, and CB on the other side. It will be an island of RSF zoning stuck in a sea of CB and RMF properties. Moody submits that as part of the annexation, all three Moody parcels should receive similar zoning (i.e. either RMF or CB) consistent with the other properties impacted by

the annexation. Alternatively, Moody requests that the City exclude the Moody parcels from the annexation so that it can keep the current County zoning classification.

The current zoning of LDR will be restricted by a change to RSF. However, the next higher land use zone, RMF, will allow Moody all the uses it is currently allowed under the LDR zoning. For example, duplexes, community residential facilities, outdoor recreation (i.e. golf courses), and limited office (currently allowed under the current LDR zone) would all be allowed under the RMF zone, but not allowed under the RSF zone. Per Moody's real estate broker, zoning the land RMF upon annexation will maintain the current value of Moody's property.

This is consistent with the County's current comprehensive plan. The County's plan provides for Low Density Residential uses of the Moody property – its current zoning. Zoning the property as RMF will enable Moody to benefit from all the uses allowed under the County's comprehensive plan, whereas the proposed RSF designation will not.

Similarly, zoning the property as RMF is consistent with the City's Comprehensive Plan ("Comp Plan") policies. There are no provisions in the Comp Plan which prevent the City from zoning Moody's property as either RMF or CB. Indeed, DP 1.4 of the Comp Plan states the "development needs to take into account the context of the area and should result in an improvement to the surrounding neighborhood." This policy supports comparable uses of property within the annexed zone. Having an RSF zone between lands zoned as CB on both sides of the Moody parcels is out of context with the CB zones.

Finally, this is consistent with the Revised Code of Washington. Pursuant to RCW 35.14.177, Spokane City can develop a comprehensive land use plan for areas outside the City limits, but inside its Urban Growth Area, to be effective upon annexation. In this case, it does not appear the City has gone through this procedure for the Moody property. Enclosed as **Attachment A** is that portion of the City's Land Use Plan map which depicts the proposed annexation area (i.e. 55th Avenue between Regal Street and Freya Street). As can be seen, while the most western section of the annexed area has a pre-planned zoning designation, the remainder of the property inside the annexed area does not. There is no barrier to the City zoning the Moody property as either RMF or CB.

For the foregoing reasons, Moody Bible Institute respectfully requests the City of Spokane Planning Commission and City Council to allow for RMF or CB zoning for its land within the proposed area to be annexed into the City limits. Such zoning will enable Moody to maintain the value of an important asset, and will enable it to make all the uses currently available to it under the County's current zoning. Alternatively, Moody requests the City to exclude the Moody parcels from the annexation.

Ms. Jo Anne Wright
November 16, 2015
Page 4

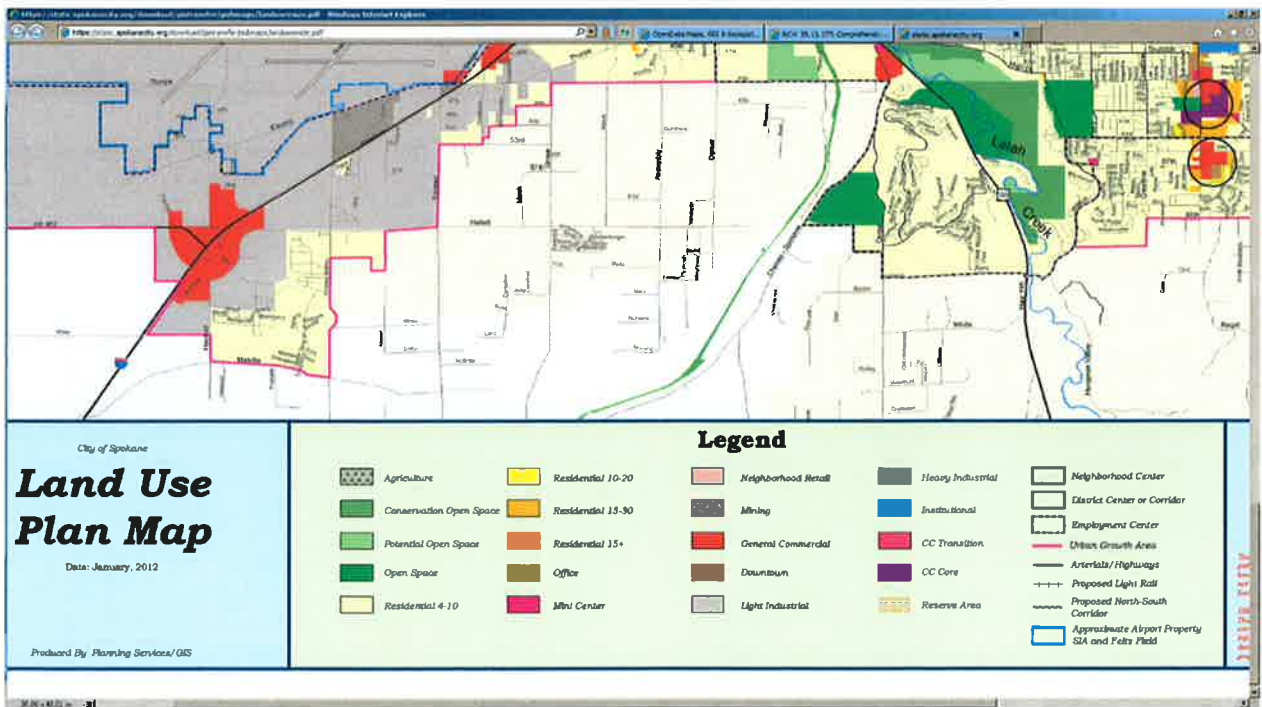
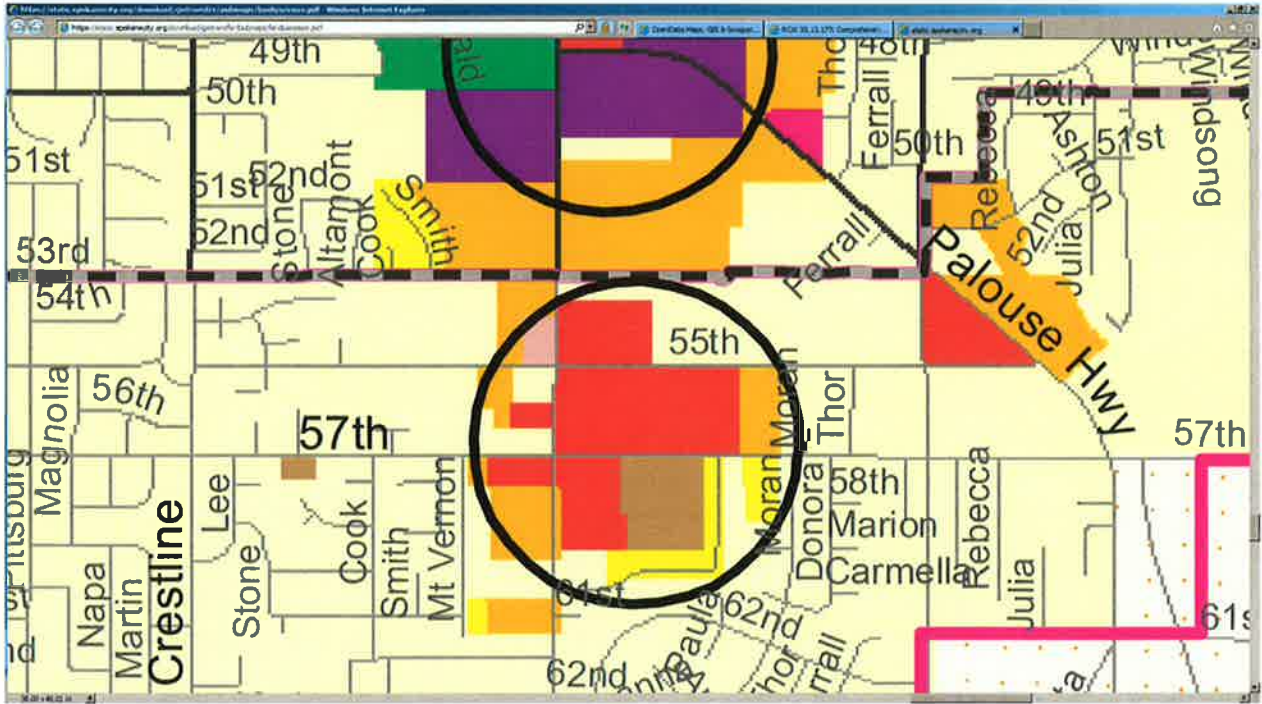
Very truly yours,



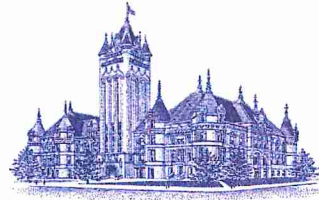
KELLY E. KONKRIGHT

KEK:kek

Attachment A



Memo



SPOKANE COUNTY
PUBLIC WORKS DEPARTMENT
Division of Engineering and Roads
Transportation Engineering
1026 West Broadway Avenue
Spokane, WA 99260-0170
(509) 477-3600 Fax (509) 477-7655
sengelhard@spokanecounty.org
gbaldwin@spokanecounty.org

Planner: Jo Ann Wright, Planning and Development
From: Scott Engelhard, Spokane County Engineering *Scott Engelhard*
File #: 2015 SHV.
Date: November 18, 2015
RE: Comprehensive Plan Land Use Map and Zoning Map Changes

Jo Ann, thank you for chatting with me briefly on the phone this morning regarding the hearing status of the above referenced application.

Spokane County Engineering has no specific comments regarding the Planning Commission consideration of Comprehensive Plan and Zoning Map changes should the proposed area be annexed into the City of Spokane.

Spokane County Engineering would like to comment for the record that should the City of Spokane proceed with the annexation application, that the adjacent streets and roads surrounding the proposed area also be included as part of the final annexation. Specifically, the adjacent streets and roads surrounding the proposal are the Palouse Highway, 55th Avenue and Regal Street.

It is my understanding that there will be additional opportunity to comment on the annexation application as the process continues.

end

Spokane Housing Ventures Annexation

Comments from the Southgate Neighborhood Council

The Area



Land Use

One area of concern we have is the differentiation of the Land Use and Zoning designations in the alternative plan. The large CC parcels already in Southgate are designated CC-Core for Land Use and CC2-DC for zoning. We are wondering why the city-proposed alternative splits the Land Use and Zoning designations into General Commercial and CC2-DC. We would like to see them match the other CC zones in our neighborhood to maintain uniformity in their development. During discussions that led to the creation of the Southgate District Center back in 2005/06, it was explained to the Southgate Neighborhood Council that that city would not be creating any more General Commercial areas in Spokane and that dense, commercial development would happen only within the Center and Corridor designation. Why has the policy changed? When did it change?

Zoning

In an email on May 18, 2015, Acting Planning Director Louis Meuler stated that the department's intention was to use Spokane Comprehensive Plan policy LU 10.3 as guidance when considering the zoning designation for these properties.

LU 10.3 – Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

Southgate finds it appropriate to follow this policy as the city considers how to integrate these properties into the Southgate neighborhood. The mix of developing mixed use, established community commercial, and open low-density designated parcels provides a good blend of new land to our neighborhood. Given that the majority of the proposed annexed area is currently in the County's Mixed Use zoning, Southgate believes that the city should seek to maintain that designation as this land becomes part of our neighborhood.

According to County Zoning Code Chapter 14.608.100, the intent of Mixed Use zoning is to, "implement the Mixed-use Area, Community Center and Urban Activity Center categories of the Comprehensive Plan. These mixed-use categories encourage development that fosters pedestrian activity, supports transit, and provides for a mix of diverse land uses. **The Mixed-use zone supports many activities of daily life that can occur within easy walking distance, giving independence to those who do not drive.** Mixed-use areas support higher intensity

development, but compatibility of uses is ensured through special design standards. Mixed-use areas often provide a central focus point with transportation linkages to the broader community.”

When you compare this intent with the various zoning classifications in the Spokane Municipal Code (SMC) you see that it aligns most directly with our Center and Corridor Zoning as outlined in SMC 17C.122.010, “The intent of center and corridor regulations is to implement the goals and policies of the comprehensive plan for centers and corridors. These areas are **intended to bring employment, shopping, and residential activities into shared locations** and encourage, through new development and rehabilitation, new areas for economic activity. New development and redevelopment is encouraged in these areas that promotes a relatively cohesive development pattern with a mix of uses, higher density housing, buildings oriented to the street, screened parking areas behind buildings, **alternative modes of transportation with a safe pedestrian environment**, quality design, smaller blocks and relatively narrow streets with on-street parking.”

It is Southgate’s view that designating the Land Use and Zoning Center and Corridor is the best way to meet the intent of the Comp Plan policy cited by Mr. Meuler.

The Vision

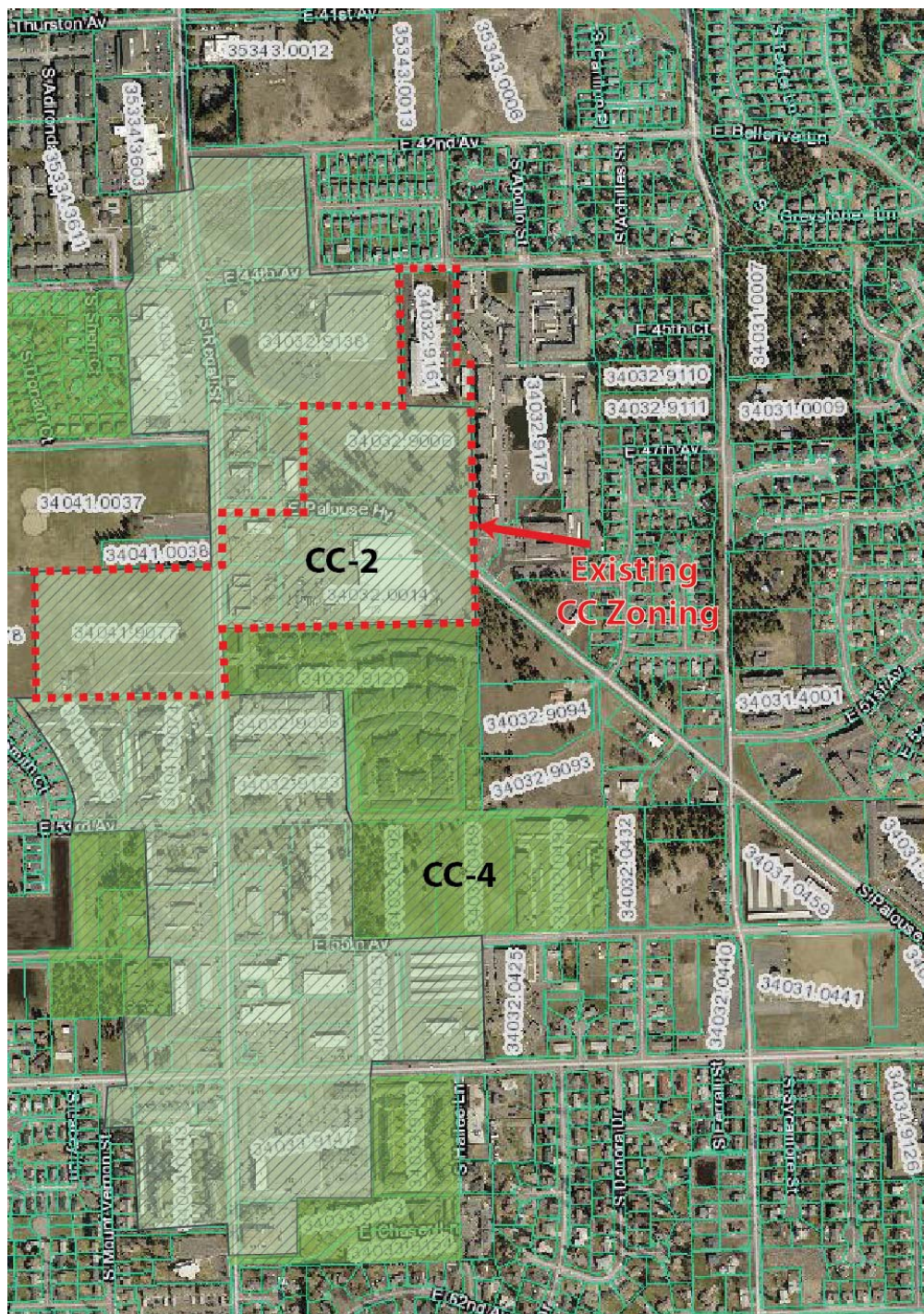
In early September, the neighborhood met with city staff to discuss the annexation and proposed the following zoning for the parcels (see image below). The city can annex the Mixed Use properties and designate them as a combination of CC-2 and CC-4 to meet the intent of the County zoning and the reality of the projects in development. The CC-2 pedestrian enhanced/auto-accommodating zoning will encourage the development of pedestrian-oriented commercial projects in the 8-acres adjacent to Regal Street and the CC-4 zoning for the apartment parcels will accommodate those projects as well. This vision has been modified and incorporated into the City’s “alternative” option.



The total area of these CC designated parcels (27 acres) are larger than the CC zones found at 29th and Grand Ave., the Perry District, and 14th and Grand Ave. This area has the potential to align with our Comprehensive Plan’s vision for a high-density, mixed-use area. To zone it as purely commercial and residential is to violate LU 10.3 and fall short of the standards we have set for ourselves as a community.

A Bigger Vision

Beyond the current annexation question, Southgate would suggest the city expand its vision to look at the Southgate/Moran Prairie area as a whole. There are already three designated District Centers along Regal Street within 2 miles of each other: Lincoln Heights, Southgate, and 57th and Regal Street. The annexation of the properties at the southern edge of our neighborhood point to a need for broader planning for the future annexation of the land already in the Urban Growth Area which extends clear to 65th Ave. to the south and Glenrose Road to the east. In this immediate case, the city should look to see how these three Centers are connected or can be connected with a comprehensive and holistic plan that enacts the vision of our city as state in the Comprehensive Plan.



Two Alternatives

The city planning staff is proposing two alternatives to the land use and zoning of the proposed annexed area. One would create a Community Business zone along Regal Street, the other would reflect a version of the thoughts laid out by Southgate Neighborhood Council above which includes creating Center and Corridor zoning along Regal Street. The Southgate Neighborhood Council would recommend the Plan Commission and City Council adopt the “alternative” plan being proposed by the City. The Center and Corridor zoning is more in line with the intent of the County’s Mixed Use zoning (as outlined above). It could even recommend revising the Land Use and Zoning to match the mixed CC-2/CC-4 zoning the neighborhood proposed back in September.

The Center and Corridor Land Use and Zoning is also better aligned with the city-adopted Southgate Neighborhood Connectivity Plan and would provide a better neighborhood commercial development for the large number of high-density residential developments nearby (over a dozen within a quarter mile). Pedestrian-oriented land use and zoning could help create the type of vibrant, walkable neighborhood that is the goal of the Spokane Comprehensive Plan and the stated goal of such lauded developments as Perry Street, Kendall Yards, and the East Sprague Redevelopment Project. In either case, the neighborhood urges the city to include ADA/Pedestrian access along 53rd and 55th clear to Regal Street. As the design stands right now, there is limited access along those streets for residents of the apartments along 55th to the transit corridor on Regal Street.

Creating desirable, livable neighborhoods is an intentional exercise, it cannot be achieved by maintaining or accepting the status quo. Pedestrian-oriented development at this location can be built up over time to connect with the growing Southgate District Center and the Comp Plan-designated Center at 57th and Regal Street. We thank you for your time and consideration and look forward to continued dialogue and input with the city as we work to implement our neighborhood plans.

Thank you,
Ted Teske, Chair, Southgate Neighborhood Council
Kerry Brooks, Chair, SNC Land Use Committee

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

Page 2

As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

This newly-proposed restriction is entirely unacceptable to our clients and to the prospective tenants they seek to attract, as it deprives them of the uses for which they originally purchased and invested in developing this property. Indeed, already, the mere threat that this designation may be applied to the land owned by Vaughn's 57th Avenue, LLC has resulted in the loss of two prospective tenants unwilling to run the risk of even considering leasing property that may be subject to drive-through restrictions as proposed by a CC-2 designation. Mr. Vaughn has been further advised that absent the ability to attract such tenants and establishments, other highly desirable and lucrative tenants will likewise look to lease elsewhere. It is expected the direct result of a land use change to a CC-2 zoning designation will be to diminish the value of Mr. Vaughn and his company's investment and improvements by approximately 50%.

Should the City of Spokane use this alternative proposed zoning designation of CC-2 or otherwise zone or regulate Vaughn's 57th Avenue, LLC's land so as to restrict uses, and especially the location of drive-through facilities, this constitutes an unconstitutional taking of Mr. Vaughn and his company's property. This threatened regulatory taking is not only ill-advised, but there is also simply no need for this restrictive designation with regard to the proposed annexation area. There is no factual or legal justification for depriving Mr. Vaughn and his company of the property they purchased and the value of the investments they have made in direct reliance on the current use permitted, which the City subsequently assured them would not be affected or hindered by any proposed annexation.

Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

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Vaughn's 57th Avenue, LLC's property will remain zoned consistent with its present designation, and the City's prior representations that in the event of annexation, development will still be allowed in accordance with the same uses and capabilities permitted under the current Mixed Use County designation. If Mr. Vaughn does not receive these assurances by 12:00 p.m. on Monday, December 7th, 2015, he will be forced to proceed accordingly.

Very truly yours,


DUNN & BLACK, P.S.

ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

CLAIM FOR DAMAGES
CITY OF SPOKANE, WASHINGTON

PLEASE PRINT
IN BLACK INK

Space for Clerk's Stamp

1. Claimant's Name: Cyrus Vaughn III & Vaughn's 57th Avenue, LLC

Residence: 520 W. Main Ave.

Spokane, Washington 99201

(List full address: Street, City, State, Zip Code)

Phone #: Home (509) 998-3508 Work (509) 747-3048 Birthdate: _____

2. Residence of claimant for six months prior to the time the claim of damages accrued (if different): _____

3. Name, address and telephone of owner of any damaged property if not given above: _____
TOTAL CLAIM: \$ Not less than \$3,500,000.00

4. CLAIM INCIDENT DATE: 11/25/2015 TIME: 10:00 a.m. PLACE: Regal & 57th Ave.

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) See attached.

☒ Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: Damages of not less than \$3,500,000 for the taking of Mr. Vaughn and Vaughn's 57th Avenue, LLC's property.

☐ Attachments (Attach bills, statements, estimates or other proof of your specific items of loss.)

6. Were any other persons involved in the incident? Give details with name, address and telephone: See attached.

7. Name, address and telephone of witnesses or persons with further information: See attached.

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$ 3,500,000.00

NOTE: Please see Spokane Municipal Code 4.02.030 for further information on claim requirements.

MEDICAL INFORMATION DISCLAIMER: Per chapter 42.56 RCW (Public Records Act), a filed Claim for Damages and its attachments are subject to public disclosure. If you have any attachments to this claim containing medical information, please enclose those attachments in a sealed envelope marked with your name and the phrase "Medical Contents."

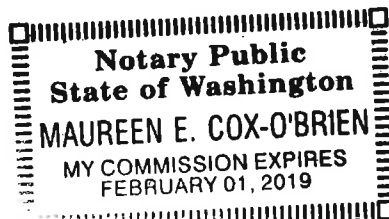
STATE OF WASHINGTON)
County of Spokane :)

I, Alexandria J. John (print name), being first duly sworn, on oath, depose and say: That I have read the foregoing claim, know the matter therein contained, and the same is true to the best of my knowledge.

SUBSCRIBED AND SWORN to before me this 25 day of November, 2015. Claimant attorney for Cyrus Vaughn and Vaughn's 57th Avenue, LLC

FILE COMPLETED FORM WITH:

Spokane City Clerk's Office
Fifth Floor, Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane WA 99201-3342
509-625-6350



Notary Public in and for the State of Washington,
Residing at Spokane Valley
My commission expires 2-1-19

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

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As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

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Very truly yours,

DUNN & BLACK, P.S.



ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

Spokane Housing Venture Annexation Crossover Land Use & Zoning Categories

County Land Use is Community Commercial	City Land Use Crossover Designation is General Commercial	
County Zoning is Community Commercial	City Zoning Crossover Designation is Community Business	
Residential Uses	Permitted in County Community Commercial Zone	Permitted in City Community Business Zone
Dwelling, multi-family	L	L/CU
Dwelling, single-family	P	P
Dwelling, two-family duplex	P	L/CU
Commercial Uses	Permitted in County Community Commercial Zone	Permitted in City Community Business Zone
Adult entertainment/retail establishment	L	L
Billboard/videoboard	N	P
Drive through business	L	P
General retail sales and services	L	P
High impact use	N	N
Kennel, public/private	L	P
Manufacturing and production	CU	L/CU
Manufactured home/recreational sales	N	L/CU
Motor vehicle rental	CU	P
Motor vehicle sales	N	P
Parking lot/structure	P	P
Parks and Open Spaces	P	P
Research and educational facility	L	P
Restaurant including alcohol service	P	P
Self service storage facility (mini storage)	P	L[5]
Tavern/pub	P	L/CU
Theater, motion picture or performing arts	P	P
Top soil removal	CU	CU
Warehouse / Freight Movement	N	L/CU
Utilities/Facilities Uses	Permitted in County Community Commercial Zone	Permitted in City Community Business Zone
Fire station	P	P
Incinerator	N	N
Landfill	N	N
Law enforcement facility	L	P
Power plant	N	N
Recycle collection center	P	N
Sewage treatment plant	N	N
Solid waste transfer site	N	N
Stormwater treatment/disposal	P	P
Tower	L	L/CU
Tower, private	L	L/CU
Wireless communication antenna array	L	L/CU
Wireless communication support tower	P	L/CU

Institutional Uses	Permitted in County Community Commercial Zone	Permitted in City Community Business Zone
Child day-care center	P	P
Church	P	P
Community hall, club, or lodge, facility	P	P
Cultural center/museum	P	P
Detention facility (EPF)	N	CU
Hospital and medical services	N	P
Library	P	P
Post Office	P	P
High school	P	P
College or university	P	P
County Development Standards	City Development Standards	
Max. Building Coverage: 55% Max. Building Height: 50 ft. Max. Building Height 100ft. of LDR zone: 35 ft. Setbacks: Front/flanking yard - 10 ft. Side yard abutting commercial or industrial zone/use - 10 ft. Side yard abutting residential or rural - 15 ft. Rear yard - 15 ft. Min. Frontage- 50 ft. on a minor arterial or higher Landscaping required: Yes Parking required: Yes. Varies space from 1 space per 100 gross sq.ft. upto 1 space pr 2,000 gross sq. ft. depending on use. Residential parking spaces vary based on rooms and or dwelling units.	FAR: 1.5 Max. Max. Building Height: 55 ft. Setbacks: Front lot line: 0 ft.. From lot line abutting O, OR, NR, NMU, CB, GC, DT, CC, LI or HI lots: 0 ft. From abutting residential lots: 10 ft. Min. Street Lot Line: 0 ft. Front lot line: 0 ft. Landscaping required: Yes Parking required: Yes. Parking areas are not allowed within the first 20 ft. from a street lot line for the first 60 ft from the boundary of the residential zoning district.	

This table provides a general summary of development standards and permitted uses. Please see the Chapter 17C. 120 of Spokane Municipal Code available at www.spokanecity.org and Chapter 14.608 of the Spokane County Zoning Code available at www.spokanecounty.org for the full Development Standards.

Notes:

- [1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
- [2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
- [3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.
- [4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square ft. per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within sixty ft. of a single-family and two-family residential zone or further than three hundred ft. (neighborhood center only) from a CC core comprehensive plan designation.
- [5] 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.

Use is: **P**-Permitted, **N**-Not Permitted, **L**-Limited Use, **CU**- Conditional Use Review Required



Agenda Sheet for City Council Meeting of: 02/01/2016

Date Rec'd	1/19/2016
Clerk's File #	RES 2016-0011
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JO ANNE 625-6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - SET HEARING - SPOKANE HOUSING VENTURES ANNEXATION		

Agenda Wording

A resolution setting a hearing before the City Council for March 14, 2016 for the proposed Spokane Housing Ventures Annexation and amending the City of Spokane Comprehensive Plan Land Use Map and Zoning Map to include the Spokane Housing Ventures

Summary (Background)

In February 2015, the City received a request to annex certain property located south of 53rd Avenue. Thereafter, by resolution 2015-0031, the City Council geographically modified the proposed annexation to include an area, approximately 42-acres, referred to as the Spokane Housing Ventures Annexation Area. Thereafter, a sufficient petition for annexation was filed with the City signed by the owners of not less than 60 percent in value of the property within the annexation area. The attached

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	WRIGHT, JO ANNE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PED 11/16/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	jwright@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		htrautman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

annexation. (Action on this item will be deferred to the February 8, 2016 City Council meeting.)

Summary (Background)

resolution schedules a hearing on that petition. At the hearing, the City Council will also consider appropriate land use and zoning designations for the Spokane Housing Ventures Annexation Area. The City's Comprehensive Plan includes areas the City reasonably expects to annex into the City in the future, including the Spokane Housing Ventures Annexation area. On December 9, 2015, the Spokane Plan Commission held a public hearing on the proposed annexation and voted to recommend that the City Council approve the proposed annexation and assign appropriate Comprehensive Plan Land Use Map and Zoning Map designations to the area, provided that parcels 34031.0459 and 34031.5201 east of Freya Street be removed from the annexation area.

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

Distribution List

RESOLUTION NO. 2016-0011

A RESOLUTION SETTING HEARING BEFORE THE CITY COUNCIL FOR MARCH 14, 2016 FOR THE PROPOSED SPOKANE HOUSING VENTURES ANNEXATION AND AMENDING THE CITY OF SPOKANE COMPREHENSIVE PLAN LAND USE MAP AND ZONING MAP TO INCLUDE THE SPOKANE HOUSING VENTURES ANNEXATION.

WHEREAS, petitioners, the owners of property constituting not less than 10 percent in assessed value, according to the assessed valuation for general taxation of the property for which annexation is petitioned, prior to initiation of their petition, notified the City Council of their intention to commence annexation proceedings for the area described below, and the City Council met with said initiating owners and determined by resolution 2015-0031 that the City would geographically modify the proposed annexation to include an approximately 42-acre area subject to specified conditions; and

WHEREAS, thereafter a sufficient petition for annexation was filed with the City Council pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the City of Spokane of an approximately 42-acre area contiguous to the City, otherwise referred to as the "Spokane Housing Ventures Annexation Area" (the "Petition"); and

WHEREAS, the City desires to conduct a public hearing on the Petition and on the amendment of the City of Spokane Comprehensive Plan Land Use Map and Zoning Map to include the Spokane Housing Ventures Annexation Area.

NOW, THEREFORE, THE CITY OF SPOKANE DOES RESOLVE AS FOLLOWS:

Section 1: Publication and Posting of Notice. The Council hereby directs the City Clerk, or a duly authorized designee of the City Clerk, to cause to be published in the Spokesman Review, a legal newspaper of general circulation within the Spokane Housing Ventures Annexation Area, the Notice of Public Hearing described below and to cause the Notice of Public Hearing to be posted in at least three (3) conspicuous public places located in the Spokane Housing Ventures Annexation Area.

Section 2: Form of Notice. The Council hereby approves the form of Notice of Public Hearing attached as **Exhibit A** to this Resolution and finds that the Notice conforms with the requirements of Washington law.

Section 3: Public Hearing. The Council hereby declares its intent to hold the Public Hearing on Monday, March 14, 2016, at 6:00 p.m., in the City Council Chambers, Municipal Building, 808 West Spokane Falls Blvd, Spokane, Washington, subject to continuance or adjournment from time to time until completed.

ADOPTED by the Spokane City Council this ____ day of

_____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT A

Notice of Public Hearing

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION OF SPOKANE HOUSING VENTURES ANNEXATION AREA, INCLUDING ADOPTION OF COMPREHENSIVE PLAN AND APPROPRIATE LAND USE REGULATIONS

The City of Spokane Washington proposes to annex an area otherwise known as the Spokane Housing Ventures Annexation Area. The Spokane Housing Ventures Annexation Area is an approximately 42-acre area contiguous to the City of Spokane, lying South of 53rd Avenue, West of Regal Street, and North of 55th Avenue ("Spokane Housing Ventures Annexation Area"). The Spokane Housing Ventures Annexation Area is situated in the County of Spokane, State of Washington, and is legally described as follows:

Those portions of the North ½ of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34031.5201, 34031.0459, 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the intersection of the east limit of the City of Spokane; THENCE east, along the same bearing as the north lot lines of Lots 5 and 6, Block 1, of The Amended Plat of South Spokane (coincident with the south limit of the City of Spokane), to the intersection of the southwest right-of-way line of the Palouse Highway; THENCE southeasterly along said southwest right-of-way line of the Palouse Highway to a point that is 9.96 feet primarily north of the northwest corner of Lot 1, Block 2, of the Plat of Hilby Station; THENCE south 00°36'08" west 9.96 feet to the northwest corner of Lot 1, Block 2, Hilby Station, said plat was filed on

May 5, 1999 under Auditor's File Number 4363950; THENCE along the following (4) courses according to the above mentioned plat; THENCE

- a) south 48°14'45" east 74.61 feet; THENCE
- b) southwesterly along a tangential curve to the right having a radius of 20.00 feet, 45.25 feet; THENCE
- c) southwesterly along a curve having a radius of 185 feet, and a delta angle of 08°59'49" with a chord bearing of north 85°53'42" east and a chord distance of 29.02 feet for an arc distance of 29.05 feet; THENCE
- d) south 89°36'23" west 17.30 feet to a point on the north right-of-way line of 55th Avenue;

THENCE west along the north right-of-way line of 55th Avenue to the intersection of the east right-of-way line of Freya Street; THENCE west to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the Point of Beginning.

All properties situate in Spokane County, Washington

The City further proposes to amend the City of Spokane Comprehensive Plan Land Use Map and Zoning Map to include the Spokane Housing Ventures Annexation Area.

The Spokane City Council has fixed Monday, March 14, 2016 at 6:00 p.m., in the City Council Chambers, Municipal Building, 808 West Spokane Falls Blvd, Spokane, WA as the time and place for the hearing to be held by the City Council prior to approving an Ordinance annexing the Spokane Housing Ventures Annexation Area. Interested persons are invited to appear and voice approval or disapproval of the annexation and associated land use and zoning designations.

This will be the final hearing on the City's proposed annexation of the Spokane Housing Ventures Annexation Area.

Further specific information regarding the proposed annexation may be obtained by contacting Jo Anne Wright at 509-625-6017 or jwright@spokanecity.org.

Only the applicant, persons submitting written comments and persons testifying at a hearing may appeal the decision.

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 Council Chambers and the Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., are both wheelchair accessible. The Council Briefing Center is equipped with an audio loop system for persons with hearing loss. The Council Chambers currently has an infrared system and headsets may be checked out by contacting the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Chris 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) 625-6383 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

By: _____
Spokane City Clerk

Published: _____, 2016