

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, JULY 18, 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 BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

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. | Contract with SNAP to provide grant assistance to low-income homeowners to remove tree debris from the November 2015 windstorm—\$200,000.
Heather Trautman | Approve | OPR 2016-0565 |
| 2. | Renewal of the lease agreement between the East Central Community Organization and the City for the premises at 500 South Stone Street until December 31, 2031—\$1.00 per year.
Alicia Ayars | Approve | OPR 2012-0995 |
| 3. | Report of the Mayor of pending 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 \$_____. | Approve &
Authorize
Payments | CPR 2016-0002 |
| 4. | 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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

East Sprague BID Board: Five Appointments.

Confirm

CPR 2016-0035

ADMINISTRATIVE 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 ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances 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:

ORD C35414 General Fund
FROM: Unappropriated Reserves, \$21,154;
TO: Planning Dept. - Contractual Services, \$21,154.

(This action provides additional funds to the Planning Services budget for use by the newly-formed Audubon/Downriver Neighborhood Council.)

Council President Stuckart

ORD C35415 General Fund
FROM: Unappropriated Reserves, \$20,190;
TO: City Council - Contractual Services, \$20,190.

(This action provides funding for the completion of the Corbin Senior Center elevator project.)

Council President Stuckart

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0061 Concerning efforts to combat human trafficking in the City of Spokane.
Council Member Kinnear

ORD C35403 Granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public to Mobilitie LLC, subject to certain conditions and duties as further provided.
(First Reading held June 13, 2016)
Tim Szambelan

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35416** Changing the zone for property located below the bluff, southwest of Hatch Road as it curves eastward and becomes 57th Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map to show a Planned Unit Development Overlay Zone for said property. **Dave Compton**

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 18, 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 July 18, 2016, Regular Legislative Session of the City Council is adjourned to July 25, 2016.

NOTES

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

07/18/2016

Date Rec'd

7/12/2013

Clerk's File #

OPR 2016-0565

Renews #**Submitting Dept**NEIGHBORHOOD SERVICES & CODE
ENFORCEMENT**Cross Ref #****Contact Name/Phone**HEATHER 625-6854
TRAUTMAN**Project #****Contact E-Mail**

HTRAUTMAN

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1200 WINDSTORM TREE DEBRIS REMOVAL PROGRAM

Agenda Wording

Contract with SNAP to provide grant assistance to low-income homeowners to remove tree debris from the November 2015 windstorm.

Summary (Background)

Many residents still have tree debris (stumps, trunks & large branches) from the November 2015 windstorm in their yards that could constitute a fire and/or solid waste hazard. Disposal can be an insurmountable physical and/or financial burden for some low-income residents. This \$200,000 contract with SNAP will be issued by ONS/Code utilizing funding from the Solid Waste Collection utility for grant assistance to low-income residents to remove qualifying debris.

Fiscal Impact

Expense \$ 200,000

Revenue \$ 200,000

Expense \$ 200,000

Select \$

Budget Account

4500-45100-97109-80101-99999

1200-58100-99999-39743-99999

1200-58100-24600-54201-99999

#

Approvals**Dept Head**

TRAUTMAN, HEATHER

Division Director

MALLAHAN, JONATHAN

Finance

KECK, KATHLEEN

Legal

WHALEY, HUNT

For the Mayor

WHITNEY, TYLER

Council Notifications**Study Session**

Public Works 7/11/16

Other**Distribution List**

rcrow

jmallahan

jahensley

mfeist

kgimpel

smsimmons

BRIEFING PAPER
Windstorm Tree Debris Removal Program for Low-Income Households
Code Enforcement
July 11, 2016

Subject

Contract with SNAP to provide assistance to low-income homeowners to remove tree debris from the November 2015 windstorm.

Background

Many residents still have tree debris from the November 2015 windstorm in their yards. In some instances, the tree debris could constitute a fire hazard and/or solid waste violation. The debris includes tree stumps, trunks/logs, and branches that are too large to dispose of through normal solid waste collection.

Though residents are responsible for cleanup of such debris, the obligation can be an insurmountable physical and/or financial burden for some low-income residents. To assist low-income households and move ahead with its work, Code Enforcement, in partnership with the City's Solid Waste Collection utility and CHHS, is proposing the development of a voluntary program to assist low-income residents with the removal of tree debris. The City intends to contract with SNAP (Spokane Neighborhood Action Programs) to work with residents, provide income verification, and facilitate removal and disposal of tree debris that would constitute a violation.

The initial scope would focus on those with annual incomes at or below 80% of the area median income (AMI) – a common eligibility threshold for federal, and state, and local programs that serve the low-income population. Assistance would be offered on a first-come, first served basis. Future code complaints on these properties would result in the normal process of inspection and notification if there was a violation.

SNAP currently administers several programs to support low-income residents including the Essential Home Repair and Single Family Rehabilitation programs. They also recently concluded a contract with the City for critical response to structural damage as a result of the windstorm. SNAP officials are willing to administer this program.

Impact

Up to 200 locations within the City may have tree debris that could qualify as a fire hazard or solid waste. These locations were identified through reports provided by City utility meter readers and complaints by citizens. Under this proposal, grant assistance would be available for locations owned by residents who meet the income requirements.

Action

City Council is asked to authorize a contract with SNAP to proceed with the establishment of the tree debris removal program.

Funding

The contract with SNAP will be for up to \$200,000 from the City's Solid Waste Collection utility passed through Code Enforcement.

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

07/18/2016

Date Rec'd

7/6/2016

Clerk's File #

OPR 2012-0995

Renews #Submitting DeptNEIGHBORHOOD & BUSINESS
SERVICESCross Ref #Contact Name/Phone

ALICIA AYARS 625-6780

Project #Contact E-Mail

AAYARS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0350 ECCO LEASE AGREEMENT

Agenda Wording

Renewal of the lease agreement between ECCO and the City of Spokane for the premises at 500 South Stone Street.

Summary (Background)

The Lease Agreement is between the City of Spokane and the East Central Community Organization (ECCO) for the premises at 500 South Stone. The Lease Agreement has been extended to a 15 year lease term in order for ECCO to apply for grant funding that will assist ECCO financially in building a dental clinic on site.

Fiscal ImpactBudget Account

Expense \$ 1.00

0350-57110-99999-36250-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CORTRIGHT, CARLY

Study Session

P&ED

Division Director

CORTRIGHT, CARLY

Other

July 18, 2016

Finance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

jmallahan@spokanecity.org

For the Mayor

WHITNEY, TYLER

ctvenne@comcast.net

Additional Approvals

aayars@spokanecity.org

Purchasing

mhughes@spokanecity.org

LEASE EXTENSION

THIS EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the EAST CENTRAL COMMUNITY ORGANIZATION, a 501(c)(3) nonprofit corporation, whose address is P.O. Box 40095, Spokane, Washington 99220, as "ECCO", hereinafter the "Parties".

WHEREAS, the parties entered into a Lease Agreement, dated December 19, 2012 (the "Lease"), wherein the City agreed to lease to ECCO certain property located at 500 South Stone Street, Spokane, Washington, as further described in the Lease (hereinafter "Premises"); and

WHEREAS, the Parties wish to extend the Lease;--

NOW, THEREFORE, the Parties agree as follows:

1. CONTRACT DOCUMENTS. The Lease dated December 19, 2012 and 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. EXTENSION. The Term of the Lease is hereby extended and shall run through December 31, 2031, unless terminated earlier pursuant to the terms of this Lease Extension or the Lease, or as otherwise allowed by law.

3. INSURANCE. Section 10 of the Lease is amended as follows:

10. INSURANCE. During the term of the lease, ECCO shall maintain in force at its own expense, the following insurance coverages:

A. General Liability Insurance on an occurrence basis, with a combined single limit of not less than ~~(((\$1,000,000))~~ \$1,500,000.00 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this lease. It shall provide that the City, its officers and employees are additional insured by only with respect to ~~((ECCO's services to be provided under this lease))~~ matters relating to this Lease and ECCO's use and occupancy of the premises; and

B. Property and loss of Use Insurance for ECCO's own personal property, contents and tenant improvements to limits and other insurance conditions deemed appropriate by ECCO. Further, ECCO may purchase and maintain such insurance as will insure against loss of use of the premises due to fire or other hazards, however caused. ECCO waives all rights of actions against the City for loss

of use of the premises, including consequential losses, due to fire or other hazards, however caused.

To the extent practicable, the City shall maintain “all risk” replacement cost insurance coverage on the building structure(s) (if applicable). There shall be no cancellation, material change, reduction or limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from ECCO or its insurer(s) to the City. As evidence of the insurance coverages required by this lease, ECCO shall furnish acceptable insurance certificates to the City at the time it returns the signed lease. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. ECCO shall be financially responsible for all pertinent deductibles, self-insured retention, and/or self-insurance.

Dated: _____

CITY OF SPOKANE

By: _____
City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

EAST CENTRAL COMMUNITY
ORGANIZATION

By: _____

Title: _____

BRIEFING PAPER
City of Spokane
Neighborhood & Business Services
Planning & Economic Development
July 18th, 2016

Subject

Extension of the Lease Agreement for the premises at 500 South Stone where the East Central Community Center (ECCC) resides. The Agreement is between the City of Spokane and the East Central Community Organization (ECCO) a 509(c)(3) nonprofit corporation. The extension will cover the duration of 15 years, expiring in December 2031.

Background

ECCO manages the Lease Agreement for the premises at 500 South Stone. Currently, the ECCC resides there. ECCO provides a coordinated approach to neighborhood-based needs, support services, and outreach. They act as an advocate for issues affecting the neighborhood, as well as, assisting in developing strategies and resources to address emerging community needs and concerns.

ECCO has requested that the Lease Agreement be extended to a 15 year time frame. In previous agreements the term of the lease has been no more than two years in duration for each extension. The reason for their request to extend the least to cover a 15 year period is because of a requirement they must meet to be eligible for grant funding from the Building Communities Fund (BCF). The funding is part of a plan to leverage dollars and partnerships to renovate 3,600 sq. ft. and provide equipment for a Dental Clinic on the premises.

The BCF awards state grants to nonprofits, community-based organization to defray capital costs to acquire, construct, or rehabilitate community and social service centers. To be eligible for this funding ECCO must have control of the project site via execution of a long term lease (15 years) at the time of application.

In addition, ECCO is partnering with the CHAS Clinic who has committed to setup and run the operational side of the clinic, as well as, enter into a 7 year lease to operate the clinic.

Impact

ECCO enters into a 15 year Lease Agreement for the management of the premises at 500 South Stone and constructs a new Dental Clinic on the premises by leveraging funding and local partnerships.

Action

Approve the 15 year extension of the Lease Agreement for 500 South Stone, the lease will expire in December of 2031.

Funding

ECCO shall pay the City the sum of \$1.00 per year as rent for the use of the premises.

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

07/18/2016

Date Rec'd

7/7/2016

Clerk's File #

CPR 2016-0035

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 625-6774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions
AppointmentsRequisition #Agenda Item Name

0520 APPOINTMENT OF MEMBERS TO THE EAST SPRAGUE BID BOARD

Agenda Wording

Appointment of Laverne Biel, Darryl Reber, and Robert Mauk to a two year term on the East Sprague Business Improvement District Board. And appointment of James Hanley and Jim Orovic to a one year term on the East Sprague BID Board.

Summary (Background)

Appointment of Laverne Biel, Darryl Reber, and Robert Mauk to a two year term on the East Sprague Business Improvement District Board. And appointment of James Hanley and Jim Orovic to a one year term on the East Sprague BID Board.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

WHITNEY, TYLER

bborisov@spokanecity.org

Additional ApprovalsPurchasing

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

07/18/2016

Date Rec'd

7/1/2016

Clerk's File #

ORD C35414

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

0320 - EBO - AUDUBON-DOWNRIVER PLANNING BUDGET

Agenda Wording

Amending Ordinance No. C-35322 (Nov. 23, 2015), adopting the Annual Budget of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage.

Summary (Background)

This proposed EBO is for the purpose of providing an additional \$21,153.84 to the Planning Services budget for the use by the newly-formed Audubon/Downriver Neighborhood Council.

Fiscal Impact**Budget Account**

Expense \$ 21,153.84

0100-99999-99999

Revenue \$ same amount

0650-51450-58200-54201

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

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

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

For the Mayor

WHITNEY, TYLER

Additional Approvals**Purchasing**

ORDINANCE NO C35414

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 21,154</u>
TO:	0650-51450	General Fund – Planning Dept	
	58200-54201	Contractual Services	<u>\$ 21,154</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide additional Neighborhood Planning funds related to the newly-formed Audubon/Downriver Neighborhood; 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:**

07/18/2016

Date Rec'd

7/1/2016

Clerk's File #

ORD C35415

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

0320 - EBO FOR CORBIN SENIOR CENTER ELEVATOR PROJECT

Agenda Wording

An ordinance amending the City of Spokane budget for fiscal year 2016 (ORD. C-35322, enacted Nov. 23, 2015), declaring an emergency and providing that the ordinance shall be effective upon passage.

Summary (Background)

This proposed emergency budget ordinance will provide needed funding for the completion of the Corbin Senior Center elevator project.

Fiscal Impact**Budget Account**

Expense \$ 20,190

0100-99999-99999

Revenue \$ same amount

0320-36100-11600-54201

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

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

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

For the Mayor

WHITNEY, TYLER

Additional Approvals**Purchasing**

ORDINANCE NO C35415

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 20,190</u>
TO:	0320-36100	General Fund – City Council	
	11600-54201	Contractual Services	<u>\$ 20,190</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide funding for the Corbin Senior Center elevator project; 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:
07/18/2016

Date Rec'd	6/27/2016
Clerk's File #	RES 2016-0061
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	LORI KINNEAR 625-6261
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	ADDRESSING HUMAN TRAFFICKING IN SPOKANE

Agenda Wording

A Resolution concerning efforts to combat human trafficking in the City of Spokane.

Summary (Background)

This resolution requests further engagement from the Spokane Police Department in response to human trafficking that affects the city of Spokane. Specifically, the resolution asks to see this engagement through the participation of an existing anti-trafficking taskforce, the training of officers, involved in the task force, on trafficking prevention, and the production of a written progress report to be presented at six month intervals to the Public Safety Committee.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Safety Comittee 6/20
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	WHITNEY, TYLER		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Resolution No. 2016-0061

A Resolution concerning efforts to combat human trafficking in the City of Spokane.

WHEREAS, Federal law defines severe human trafficking as:

- a. Sex trafficking in which a commercial sex act is induced by force, fraud, coercion or in which the person induced to perform such an act is under 18; or
- b. The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery; and

WHEREAS, Washington's Task Force Against Trafficking Persons reports that factors such as our international border with Canada, abundance of ports, vast rural areas, and dependency on agricultural workers make Washington a hotbed for the recruitment, transportation, and sale of people for labor; and

WHEREAS, incidents of human trafficking and sexual exploitation may be mistaken by law enforcement as incidents of domestic violence; and

WHEREAS, Spokane is a major corridor for transit between densely populated cities and between the United States and Canada; and

WHEREAS, Spokane is a hub for economic, recreational, and cultural activities for the Inland Northwest; and

WHEREAS, an increasing share of Spokane's economy depends on our success in hosting large conventions and events; events which draw large numbers of people to a city often provide opportunities for human trafficking in the forms of sex and labor trafficking; and

WHEREAS, Spokane has shut down massage parlors which have employed sex workers, and cases of the sexual exploitation of children are frequently found in Spokane; and

WHEREAS, human trafficking, the commercial sexual exploitation of children, gang activity, drug use, and property crime are interconnected; and

WHEREAS, coercion is a major component of recruiting and retaining those individuals being trafficked, making it appear they are staying by their own free will, in reality individuals are being pressured to stay through threat of retaliation, drug dependency, economic suppression, or other means; and

WHEREAS, homeless youth and runaways are significantly more likely to engage in survival sex or to become part of the sex trade industry; and

WHEREAS, in 2015, there were 2,612 reported incidents of runaways by the Spokane Police Department; and

WHEREAS, 1 in 3 homeless teens will be lured into prostitution within 48 hours of leaving home, according to the Center for Children and Youth Justice's Washington State Model Protocol for Commercially Sexually Exploited Children; and

WHEREAS, committing funds to the reduction of human trafficking will better guarantee that an impact is made to reduce its prevalence within our community.

NOW THEREFORE, BE IT RESOLVED, that the Spokane City Council requests that the Spokane Police Department participate in an existing taskforce to directly address human trafficking, prostitution, drugs, and gang activity as its primary focus.

BE IT FURTHER RESOLVED, that the Spokane Police Department members who are assigned to this unit should, to be most effective, undergo some form of human trafficking prevention training at least every two years.

BE IT ALSO FINALLY RESOLVED, that the City Council requests that the taskforce provide a written progress report to the City Council's Public Safety Committee at six month intervals and participate in a public outreach effort to help educate the public regarding the human trafficking issues facing our community.

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

City Clerk

Approved as to form:

Assistant City Attorney

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

07/18/2016

Date Rec'd

5/25/2016

Clerk's File #

ORD C35403

Renews #Submitting Dept

TAX & LICENSING/AUDIT

Cross Ref #Contact Name/Phone

TIM SZAMBELAN 625-6218

Project #Contact E-Mail

TSZAMBELAN@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

NON-CABLE TELECOMMUNICATIONS FRANCHISE TO MOBILELITE, LLC

Agenda Wording

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications services to the public to MobileLite, LLC, subject to certain conditions and duties as further provided.

Summary (Background)

MobileLite, LLC will be permitted to operate a noncable telecommunications service in the public right of way. MobileLite, LLC is a Nevada limited liability company, whose office address is 2220 University Drive, Newport Beach, California. MobileLite, LLC will develop and construct a hybrid transport network that provides high-speed, high-capacity, bandwidth in order to facilitate the next generation of devices and data-driven services and to meet the ever-growing demand for connectivity. This network combines fiber, repeaters, and microwave technologies to ensure that the network is cost-efficient, low-impact to communities, and can be effectively upgraded and augmented in the future. The term is fifteen (15) years.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUNIVANT, TIMOTHY

Study SessionDivision Director

CHILDS, BRANDON

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

DALTON, PAT

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For the Mayor

WHITNEY, TYLER

rriedinger@spokanecity.org

Additional Approvals

tpfister@spokanecity.org

Purchasing

MOBILITIE, LLC (NONCABLE) FRANCHISE

Ordinance No. C35403

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public to Mobilitie, LLC, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

“City” means the City of Spokane and its legal successors.

“Administering officer” is the designee of the Mayor who administers this Franchise.

“Cable television service” means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

“Facilities” means the equipment, fixtures and appurtenances necessary to furnish and deliver Telecommunications services as provided in the Franchise. It includes poles, wires and conduits, but not above ground pedestals or other special installations in the Public Right of way absent

written permission of the Administering officer, which permission shall not be unreasonably withheld, conditioned or delayed.

“Gross Revenues” means any and all revenue, of any kind, nature, or form, without deduction for expenses in the City of SPOKANE and is further defined in Section 14. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

“Municipal infrastructure” means the road bed and road area, street and sidewalk paving, curbing, associated drainage Facilities, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility Facilities, as well as municipal traffic signal, street lighting and communications Facilities in the Right of way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the Right of way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other Facilities located in or near the Right of way or areas or easements opened and accepted for municipal use.

“Public Right of way” or “Right of way” means land acquired by or dedicated to the City for public roads and streets, but does not include

state highways;

land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public;

structures, including poles and conduits, located within the Right of way;

federally granted trust lands or forest board trust lands;

lands owned or managed by the state parks and recreation commission; or

federally granted railroad rights of way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

“Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition,

“information” means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, “Telecommunications service” excludes the over-the-air transmission of broadcast television or broadcast radio signals and “cable service” as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also “City”, and Mobilitie LLC, as Grantee, hereafter also “Grantee”. Grantee is a Nevada limited liability company, whose home office is 2220 University Drive, Newport Beach, California 92660. Any notice sent hereunder shall be sent to the above address to Attention: Legal Department. Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to Attention: Legal Department; telephone (877) 999-7070; email legal@mobilitie.com.

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy the Public Right of way, to locate Facilities to provide Telecommunications service to the public in the City of Spokane and/or to transport Telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public Right of way for cable service or cable television service. The grant is by way of general permission to occupy the Right of way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City’s authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on permission

A. Should the City determine Grantee is using the Franchise beyond its purpose or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public Right of way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City. [Cross reference section 16 B for cure and default provision.]

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the Right of way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others. The City additionally reserves the right to engage in

any lawful municipal function, whether or not including any line of business engaged in by Grantee.

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

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance; PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight fifteen (15) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General provisions

A. Grantee will become and remain in good standing a corporation registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a toll free public telephone number 24 hours a day, seven days a week for customer access, personally staffed at least during normal business hours.

B. Grantee will provide safe and reliable service to its customers at rates that are fair and reasonable, in accordance with all applicable laws and regulations, including regulatory ordinances, resolutions of the City Council and orders of the Administering officer relating to use of the Right of way or otherwise to areas within municipal jurisdictional powers as may now or hereafter arise. Grantee agrees to be accessible to its customers and responsive to customer needs.

C. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public Right of way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and municipal infrastructure. [See also, section 7; Pavement Cut policy.] Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public

travel, and the public convenience.

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

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MIS Director and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for telephone conduit or overhead lines, as determined by local regulation, custom and practice, or as designated by the Administering officer. Above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements.

B. The City reserves the right to change, regrade, relocate, or vacate the Public Right of way and/or skywalk over the Right of way at no expense or liability to the City. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within ninety (90) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer, at its sole expense and liability, including handling any third party claims, such as service interruption. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the notice period may be shortened, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the Right of way, when reasonably necessary for construction, alteration, repair, or improvement of the Right of way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6B shall apply for the relocation contemplated in this Section

6C.

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the Right of way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the Right of way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the Right of way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that

creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right or way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

Section 7. Grantee to restore affected areas

Subject to section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the Right of way or other permitted area, Grantee will promptly restore the same to original condition at its expense, as required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to Facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days in performing any obligation here or elsewhere in the Franchise, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances.

Section 8. Information, good engineering, inspections

A. Grantee will supply information requested by the Administering officer such as installation inventory, locations of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City's Supplemental Specifications thereto, all as now or hereafter amended. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other Right of way installation and location requirements, on file with the Administering officer and make reasonable efforts to be familiar with updates or changes thereto.

Section 9. Limited access, no obstruction, accommodation

A. The City reserves the right to limit or exclude Grantee's access to a

specific route, Public Right of way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the Right of way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the Right of way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee facilities in the Right of way as, in the judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such Right of way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other Right of way occupants or users, other utilities, franchisees, or permittees. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination with the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public Right of way, consistent with the municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right of way, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee facilities provided under this paragraph, or use such facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Mobilitie LLC, and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City MIS Director at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Grantee will indemnify and hold harmless the City, its boards, officers, agents and employees ("City") from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations, except to the extent caused by the gross negligence or willful misconduct of the City, its employees, agents or contractors or other third parties.

B. Grantee accepts that access to any Franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. During the term of this Franchise, the Administering officer, with the advice of the City Risk Manager may review the relative risk of Grantee's installation and operations and direct changes to insurance and liability protections as he/she may require. Unless so modified, Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, with the City of Spokane named as an additional insured.

B. Any Grantee insurance policy or approved self-insurance arrangements addressing requirements of this Franchise shall be primary to any City insurance coverage or, in the event the City is self-insured, any Grantee policy shall afford first dollar protection coverage for risks included in Grantee's operations. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, at least in the amounts required in this Section, through a Certificate of Insurance, including the additional insured endorsement indicating City coverage required herein and a provision that said coverage may not be cancelled or reduced without at least thirty (30) days notice to the City, filed as above provided.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telephone business operations in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telephone business franchise fees is removed or modified to allow a Franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days notice to invoke this provision and any Franchise fee under it shall be prospective in nature.

B. If Grantee operates a Cable television service, the cable franchise fee is 5% of gross receipts from said business from the time of commencement of such operations, but this shall not excuse full compliance with other applicable requirements.

C. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within forty-five (45) days of billing pursuant to this Franchise. Failure to pay within forty-five (45) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

D. The City reserves the right to audit any books or records required to enforce any lawful tax, fee or expense to be paid by Grantee. All audits will take place on Grantee's premises or offices furnished by Grantee, which shall be a location within the City of Spokane or by mutually accepted other arrangements. Grantee agrees, that no later than sixty (60) after receiving written request from the City Treasurer to provide copies of all documents filed with any federal, state, or local regulatory agency, to be mailed to the City Treasurer on the same day as filed, postage prepaid, affecting any of Grantee's Facilities or business operations in the City of Spokane. Any information provided by Grantee to City shall be subject to public disclosure under the public records act, RCW 42.56.

Section 15. Franchise administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its Right of way or other franchised areas. For the performance of all Franchise obligations, time is of the essence. All City acts under this Franchise are discretionary, guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Any assignment of use or occupancy privileges requires consent of the City in the manner originally granted. This does not apply to minor stock transfers, or assignments to affiliates, including an assignment or transfer to an entity controlling, controlled by or under common control with Grantee, or if an entity acquires or succeeds to ownership of all or substantially all of Grantee's assets. No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. In any condemnation proceeding brought by the City, no grantee of any permission, permit or franchise under this chapter or otherwise shall ever be entitled to

receive any return thereon, or its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days notice to Grantee and opportunity to cure. No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise render the same safe as the Officer reasonably determines.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities shall so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

Passed by the City Council on _____, 2016.

MAYOR

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY OF SPOKANE FRANCHISE

Ordinance No. _____, effective _____, 2016.

I, _____, am the _____ of Mobilitie, LLC, and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Mobilitie, LLC.

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

DATED this _____ day of _____, 2016.

Witness: _____

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

07/18/2016

Date Rec'd

3/30/2011

Clerk's File #

ORD C35416

Renews #**Submitting Dept**

HEARING EXAMINER

Cross Ref #**Contact Name/Phone**

DAVE 6089

Project #**Contact E-Mail**

DCOMPTON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0570 - TUSCAN RIDGE Z2005-121-PUD

Agenda Wording

An Ordinance changing the zone for property known as Tuscan Ridge described as MARSHALL'S 10 ACRE TRACT, 1ST ADDITION, BLOCK 5; EXCEPT QUAIL RIDGE PLANNED UNIT DEVELOPMENT; in the City and County of Spokane, WA.

Summary (Background)

On 12-07-06 the Hearing Examiner held the first public hearing on the request of the owner to rezone the above-described property to allow a planned unit development overlay zone. Testimony was taken again and the matter was continued several times without a further hearing being held until the final hearing was held on May 11, 2007. The record remained open until May 30, 2007, for the submission of post hearing memorandums; on the request of the owner of certain property zoned RSF. . .

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

DALTON, PAT

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

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

Hearing Examiner - areid@spokanecity.org

For the Mayor

WHITNEY, TYLER

Planning Dept - dcompton@spokanecity.org

Additional Approvals

Planning Dept - tpalmquist@spokanecity.org

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

RSF (Residential Single-Family), and generally located below the bluff, southwest of Hatch Road as it curves eastward and becomes 57th Avenue in the City and County of Spokane, State of Washington, and on June 11, 2007, recommended approval of a Planned Unit Development Overlay Zone for said property subject to conditions. Appeals were filed and the Hearing Examiner's decision was upheld. (Tuscan Ridge Z2005-121-PUD)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35416

An Ordinance changing the zone for property located below the bluff, southwest of Hatch Road as it curves eastward and becomes 57th Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map to show a Planned Unit Development Overlay Zone for said property.

WHEREAS, the Hearing Examiner held the first public hearing on December 7, 2006. After taking testimony, the hearing was continued to December 20, 2006. Testimony was taken again and the matter was continued several times without a further hearing being held until the final hearing was held on May 11, 2007. The record remained open until May 30, 2007, for the submission of post hearing memorandums; on the request of the owner of certain property zoned RSF (Residential Single-Family), and generally located below the bluff, southwest of Hatch Road as it curves eastward and becomes 57th Avenue in the City and County of Spokane, State of Washington, and on June 11, 2007, recommended approval of a Planned Unit Development Overlay Zone for said property subject to conditions; and

WHEREAS, this designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.040, so as to designate the property described as:

MARSHALL'S 10 ACRE TRACT, 1ST ADDITION, BLOCK 5;
EXCEPT QUAIL RIDGE PLANNED UNIT DEVELOPMENT;
AND EXCEPT THAT PORTION OF LAND DEEDED TO THE CITY OF SPOKANE UNDER AFN. 6503202 FOR PUBLIC RIGHT OF WAY, BEING A PARCEL OF LAND BEING A PORTION OF THE NE 1/4 OF SECTION 5 AND A PORTION OF GOVERNMENT LOT 15 AND GOVERNMENT LOT 16 OF SECTION 5, TOWNSHIP 24 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCEMENT AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 16, SECTION 5, TOWNSHIP 24 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON;
THENCE NORTH 27°15'37" EAST A DISTANCE OF 189.92 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 25°20'18" WEST A DISTANCE OF 293.53 FEET;

THENCE NORTH 00°03'18" WEST A DISTANCE OF 7.65 FEET;

THENCE SOUTH 44°38'36" WEST A DISTANCE OF 5.46 FEET TO A NON-TANGENT CURVE;

THENCE ALONG A NON-TANGENT CURVE TO THE SOUTHEASTERLY, HAVING A RADIUS OF 489.87 FEET, A CENTRAL ANGLE OF 35°29'13", AN ARC LENGTH OF 303.41 FEET, A CHORD BEARING OF SOUTH 25°41'49" EAST, AND A CHORD LENGTH OF 298.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,949.97 SQUARE FEET (0.11 ACRES) OF LAND MORE OR LESS.
SUBJECT TO RIGHTS OF WAY, EASEMENTS OR SERVITUDES OF RECORD OR
IN VIEW.

in the City and County of Spokane, State of Washington, with a Planned Unit Development
Overlay Zone.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date

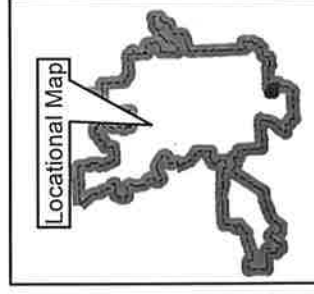
Effective Date

Tuscan Ridge PUD Overlay Z1300046FPUD

DATE: June, 2016
USER: Planning & Development

Legend

-  Tuscan Ridge PUD
-  Parcels
-  Existing Zoning
-  Residential Single-Family



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, surveys, etc.

