

## **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 13, 2017

### 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](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ccavanaugh@spokanecity.org](mailto:ccavanaugh@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |   |         |                              |
|---|---------|------------------------------|
| 1. Agreement for the purchase of 1.25 acres of land from Glad Tidings Temple Inc., (Spokane, WA) for the Department of Engineering Services—\$210,000. [Total of \$230,000 minus \$20,000 previously paid via an Option Agreement dated July 21, 2016 (OPR 2016-0600)].<br><b>Dan Buller</b>  | Approve | OPR 2017-0099<br>ENG 2016142 |
| 2. Contract Extension with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated for Federal Lobbying Services—\$18,000 and Business Recruitment Assistance—\$28,200 on a month-to-month basis until June 30, 2017. Total Contract Amount: \$46,200.<br><b>Andrew Worlock</b> | Approve | ORD 2015-0584                |
| 3. Contract Extension with Hyland Software, Inc. (Westlake, OH) for OnBase Software support for the City's document imaging system utilized by various departments from April 1, 2017 through March 31, 2018—estimated cost of \$68,652.05 (incl. tax).<br><b>Michael Sloan</b>               | Approve | OPR 2015-0013                |



- |  |                                   |               |
|--|-----------------------------------|---------------|
| 4. Contract with Azteca Systems, Inc. (Sandy, UT) for annual support and upgrades of Cityworks Software for the City Wastewater and Water Departments from April 1, 2017 through March 31, 2018—\$65,220.<br><b>Michael Sloon</b>  | Approve                           | OPR 2016-0235 |
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &<br>Authorize<br>Payment | CPR 2017-0002 |
| 6. City Council Meeting Minutes: _____, 2017.  | Approve<br>All                    | CPR 2017-0013 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

# NO BOARDS AND COMMISSIONS APPOINTMENTS

## ADMINISTRATIVE REPORT

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### COUNCIL COMMITTEE REPORTS

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

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### OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

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

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## LEGISLATIVE AGENDA

### NO SPECIAL BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- |               |   |
|---------------|---|
| RES 2017-0015 | Approving settlement of claim filed by Personal Representative of the Estate of Stephanie R. Meier relating to an incident that occurred on or about March 3, 2015—\$250,000.<br><b>Nate Odle</b>   |
| ORD C35470    | Changing the zone from OR-55 (Office Retail height limit 55') to OR-70 (Office Retail height limit 70') for property located east of the intersection of Pearl Street and DeSmet Avenue. The two parcels are commonly described as 1120 North Van Gorp Place and 1025 North Astor Street in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.<br><b>Donna deBit</b> |

## **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

**ORD C35473** Relating to the East Sprague Parking and Business Improvement Area; amending SMC sections 4.31C.040 and 4.31C.050 of the Spokane Municipal Code. **Melissa Owen**

**FURTHER ACTION DEFERRED**

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**NO SPECIAL CONSIDERATIONS**

**NO HEARINGS**

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**Motion to Approve Advance Agenda for February 13, 2017  
(per Council Rule 2.1.2)**

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## **OPEN FORUM (CONTINUED)**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

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 13, 2017, Regular Legislative Session of the City Council is adjourned to February 27, 2017.

Note: The regularly scheduled City Council meeting for Monday, February 20, 2017, has been canceled.

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**NOTES**



**Agenda Sheet for City Council Meeting of:**  
02/13/2017

<b>Date Rec'd</b>	1/25/2017
<b>Clerk's File #</b>	OPR 2017-0099
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2016-0600
<b>Project #</b>	2016142
<b>Bid #</b>	
<b>Requisition #</b>	CR17742

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 - HAVANA WELL SITE PURCHASE AGREEMENT

**Agenda Wording**

Agreement for the purchase of 1.25 acres of land from Glad Tidings Temple of Spokane, Inc. in the amount of \$230,000.00 minus \$20,000.00 previously paid in via an Option Agreement dated July 21, 2016(OPR 2016-0600).

**Summary (Background)**

The Department of Engineering Services negotiated an option to purchase the 1.25 acre vacant lot at the southeast corner of Havana Street and 6th Avenue for purpose of developing a wellsite. After successful testing, the Water Department wishes to exercise that option and purchase the property. The purchase price is \$230,000.00 of which \$20,000.00 was previously paid in option money, leaving a balance owing of \$210,000.00.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 210,000.00	#	4340-42300-94000-56501-04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	TWOHIG, KYLE	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	Public Works 6/13/16
<b>Finance</b>	DOVAL, MATTHEW	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	Engineering Admin	
<b>For the Mayor</b>	SANDERS, THERESA	mdoval@spokanecity.org	
<b>Additional Approvals</b>		mhughes@spokanecity.org	
<b>Purchasing</b>		htrautman@spokanecity.org	
		kschmitt@spokanecity.org	
		jlargent@spokanecity.org	



# City of Spokane

## Minor Contract Summary

City Clerk's # OPR2016-0600  
 Cross Ref \_\_\_\_\_  
 Destruct Date Perm  
 Clerk's Dist. 07/22/16 SD

**Incomplete submissions will be returned to the Department until all requirements are met.**  
 (Summary to be printed on blue paper)

Department Name Engineering Services  
 Department Project # 2016142

New Contract ☐  
 CR # 17038  
 Date: July 14, 2016

### Contractor/Consultant

Name: **Glad Tidings Temple of Spokane, Inc.**  
**Glad Tidings Assembly of God Church**  
 Address: 4224 E 4th Ave Remittance Address:  
 City, State, Zip: Spokane WA 99202 City, State, Zip

RECEIVED

JUL 22 2016

CITY CLERK'S OFFICE

### Summary of Services

Agreement for the option to purchase a 1.25 acre lot at the intersection of Havana Street and 6th Avenue for the purpose of drilling a drinking water well if the site and water quality evaluations provide positive results. The parcel is currently for sale but the owner has agreed to take it off the market for up to seven months in exchange for compensation up to \$20,000.00. If the property passes the evaluations, the purchase price for the property is \$230,000.00 less the \$20,000.00 paid to take the property off the market.

Amount: \$20,000.00

Budget Code: 4340-42300-94000-56501-04100

### Maximum Amount

Beginning Date: \_\_\_\_\_ Expiration Date: 2/15/17 Open-Ended: ☐

- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)  
☐ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant

Signature

Date

Department Head

Signature

Date

Other

Signature

Date

Other

Signature

Date

### Distribution List

Contractor E-mail:	Contract Accounting: kkeck@spokanecity.org
Dept. Contact E-mail: Engineering Admin	Taxes and Licenses
jahensley@spokanecity.org	mhughes@spokanecity.org
jlargent@spokanecity.org	

# OPTION AGREEMENT

This option agreement is made this 20<sup>th</sup> day of July, 2016 by and between Glad Tidings Temple of Spokane, Inc., a Washington non-profit corporation, and Glad Tidings Assembly of God Church, a Washington corporation ("Church") and the City of Spokane, a Washington State municipal corporation ("City").

## Recitals

The Church and City are desirous of entering into this Option Agreement for the purpose of setting forth the principal terms and conditions for an option to purchase the property described in Section 1 herein below ("Option Property").

In consideration of the following terms, conditions and covenants, it is agreed as follows.

1. Grant of Option. The Church does hereby grant to City the exclusive option to purchase (the "Option"), upon the terms and conditions herein set forth, the property and all improvements thereon situated in the City of Spokane Valley, Spokane County, Washington, legally described as:

A portion of the NW ¼ of Section 23, Township 25 North, Range 43 East, W.M., City of Spokane Valley, Spokane, Washington, described as follows:

LOTS 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 12 OF CARNHOPE ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "B" OF PLATS AT PAGE(S) 89, IN THE CITY OF SPOKANE VALLEY, SPOKANE COUNTY, WASHINGTON.

APN 35232.4107  
APN 35232.4108  
APN 35232.4109  
APN 35232.4110  
APN 35232.4111  
APN 35232.4112  
APN 35232.4105

TOGETHER WITH all of Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation, all minerals, oils, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "Property").



2. Option Term. The term of the Option is 45 days commencing on July 25th, 2016 and terminating thereafter at 11:59 PM Sep 9, 2016 ("Option Term"). Prior to the end of the Option Term, City may pursuant to its sole discretion, exercise an extension of Option Term through 11:59 PM on February 15, 2017. The extension shall be exercised by providing the Church, prior to the expiration of the Option Term, written notice of intent to exercise the extension. As used in this Agreement, "Option Term" shall include the initial Option Term and all extensions thereof.

3. Consideration for Option and Extension. As consideration for the Church granting the Option, City shall upon its execution of this Agreement deliver to the Church for bank deposit the amount of FIVE THOUSAND DOLLARS (\$5,000.00) (the "Option Money"). The consideration for extending the Option Term is FIFTEEN THOUSAND DOLLARS (\$15,000.00). City shall deliver to the Church for bank deposit the above sum along with notice of intent to extend this Agreement. **Money received by the Church for each extension shall be non-refundable except as set forth above and in Sections 7, 13 and 18, but shall apply to the Purchase Price at Closing.** In the event City does not exercise the Option, the Church shall be entitled to retain the Option Money plus the money for extensions for and in consideration of removing the Property from the market except as set forth in Section 18.

4. Exercise of Option. The Option may be exercised by City, prior to the expiration of the Option Term or the extension, by delivering to the Church written notice of its intent to exercise the Option and purchase the Option Property upon the terms set forth herein ("Option Notice"). The Option Notice shall propose a closing date within thirty (30) days of the satisfaction or waiver by City of the conditions to closing set forth in Section 9 below.

5. Purchase Price. The purchase price for the Option Property shall be Two Hundred Thirty Thousand Dollars (\$230,000.00) (the "Purchase Price"), which shall be paid in full at closing. The Church shall credit against the Purchase Price the Option Money, and all Extension fees.

6. Survey. N/A

7. Marketable Title/Title Insurance. The Church agrees, upon exercise of the Option by City, to execute and deliver on the date of closing a Statutory Warranty Deed conveying title to the Option Property subject to the Permitted Exceptions approved by the City pursuant to this paragraph.

City, shall obtain a preliminary commitment for title insurance (extended coverage) at its own cost and expense from First American Title Insurance Company (the "Title Company"). City, at least 30 days prior to closing, shall provide the Church with a copy of the preliminary Title Insurance Commitment identifying those liens and encumbrances which are deemed objectionable. If any objections to title are timely

made to the Church, the Church shall be allowed prior to closing to cure or obtain title insurance coverage for said objections. The Church will use reasonable efforts to cure or insure the objections of City provided, however, the Church shall not be required to incur more than One Thousand Dollars (\$1,000.00) in cost when attempting to cure the objections. If the Church is unable to cure or insure the objections, the Church shall notify City and City shall have five days to notify the Church of its election to either terminate this Agreement by written notice whereupon all obligations of the parties shall cease and the principal amount of the option money shall be refunded to City or waive its objections to title and proceed to close the transaction. Exceptions approved or waived by City under this paragraph shall be deemed "Permitted Exceptions".

At the Closing, City shall also be able to obtain an extended form ALTA Owner's Title Insurance Policy (the "Policy") issued by the Title Company, insuring marketable title to City in the full amount of the Purchase Price and containing no exceptions or conditions other than the Permitted Exceptions.

8. Right of Entry. During the Option Term or the extensions, City, its agents, employees or contractors may enter upon the Option Property for the purpose of investigating, inspecting, surveying, conducting topographic studies, testing the soil, and conducting feasibility studies to determine the suitability of the Option Property for City's intended use.

City agrees to indemnify and hold the Church harmless for any loss, cost or expense resulting from damage to the Option Property or injury to persons resulting from the work conducted on the Property pursuant to this paragraph, except to the extent such damage is caused by the negligence or intentional acts of the Church or its agents.

City shall provide the Church with notice of its intent to enter the Option Property describing the date of entry, the purpose and activities to be conducted on Option Property. The City's activity or work on the Option Property shall be performed with minimum disturbance to the Option Property. Not more than six test/monitoring wells shall be drilled on Option Property. Upon completion of the work or activity the Option Property shall be restored to the condition in which it was found and test/monitoring wells shall be backfilled with material providing a minimum 1500 lbs per square foot bearing strength. All test wells drilled shall be abandoned in accordance with Washington State Dept. of Ecology procedures with all metal well casings removed.

City shall further indemnify and defend the Church from any liens asserted against the Option Property as a consequence of entry, or work, labor and materials delivered by persons acting on behalf of City.

9. Conditions to Closing. The following shall be conditions to the closing of this transaction:



A. Feasibility Study. This Agreement is expressly conditioned upon the City's approval, prior to closing, of the suitability of the Option Property for the City's intended use.

B. Soils Tests. This Agreement is expressly conditioned upon the City's approval, prior to closing, of the environmental condition of the Option Property.

C. Governmental Approvals and Permits. If at any time the City determines it is unable to obtain the necessary permits and approvals for its use, then this Agreement shall, at City's option, terminate and be of no further force or effect, and the Church may keep the Option and all consideration paid for any extension of this agreement pursuant to paragraphs 2 and 3 above, or the City may waive this contingency and proceed with the Closing.

10. Closing. The closing of the Option Property purchase (the "Closing") shall occur on the date designated in the Option Closing Notice (unless agreed otherwise) in Spokane County. The closing shall include the deposit of all funds for disbursement and delivery of the deed to the City.

At Closing, City shall pay the following costs and expenses in connection with this transaction:

- (A) Purchase Price;
- (B) One half of the escrow fees;
- (C) City's attorney fees, if any;
- (D) Title insurance fees and premiums; and
- (E) Recording fees.

The Church shall pay the following costs and expenses in connection with this transaction:

- (A) One half of the escrow fees; and
- (B) Real Estate Excise Taxes, if applicable;
- (C) All real estate commissions earned for this transaction; and
- (D) The Church's attorney fees, if any.

11. Acts of Church.

(A) The Church agrees it will not enter into any leases or other agreements which are inconsistent with this Option beyond the closing date of this Option without the City's prior written consent. This section does not restrict the Church's ability to accept purchase offers from other interested buyers so long as such offers are subordinate to the City's rights under this option agreement.

(B) The obligations of the Church under this Section 11 shall survive City's exercise of the Option and purchase of the Option Property.

12. Church's Representations. The Church makes the following representations and warranties to the City, and acknowledges that the City is relying on such representations and warranties in entering into this Agreement. Such representations and warranties are true as of the date of this Agreement, shall be true as of and at the Closing, shall survive Closing, and shall not be waived or diminished by reason of any investigation made by the City or its agents.

12.1 Existence, Power and Authority. The Church is a corporation, validly in existence as such entity, with full power and authority as such entity to own its properties and conduct its business as presently conducted. The execution of this Agreement by the undersigned signatory and performance of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Church.

12.2 No Conflict. The execution of this Agreement and the carrying out of the transactions contemplated hereby will not conflict with or result in a breach of any law, statute, regulation, agreement, contract, commitment, undertaking, order, judgment or decree that is binding on the Church. Except as may have been specifically disclosed in writing by the Church to City prior to this Agreement, there is no litigation, condemnation or other proceeding pending or overtly threatened against the Church that could have a material adverse effect on the ability of the Church to perform its obligations under this Agreement, or otherwise involving the Option Property.

12.3 Disclosures. The Church has exercised best efforts to disclose to City all material facts concerning the Option Property or this Agreement, and any facts which are necessary to make those that have been disclosed not misleading, of which the Church is aware.

13. Hazardous Waste/Condition of Closing. The Church represents it has no notice of a violation of any Federal, State or local law, ordinance, or regulation relating to the environmental conditions on, under or above the Option Property, including but not limited to, soil and ground water conditions.

The Church has not commissioned or obtained any Environmental work for the Option Property. Information relating to the Option Property is available for inspection

and copying. The City may at its sole cost, expense and liability conduct an environmental site assessment of the Option Property. For the purposes of this paragraph, "Hazardous Materials" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances," in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws.

In the event that City notifies Church prior to Closing that the Option Property is affected by Hazardous Materials (regardless of whether or not Church was aware of the same) and such notice is accompanied by a report from an engineering company with experience in evaluating such matters, then the City may in its sole discretion elect to (i) terminate this agreement, in which case the Church may keep the Option Money and any extension fees except as set forth in Section 18, or (ii) proceed to Closing notwithstanding such contamination; (iii) in the event the City provides such notice to the Church within seven (7) days of the Effective Date of this agreement, the Church shall return the Option Money to the City and this agreement shall terminate.

14. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed delivered when received or refused by the City or City at the address set forth below.

Church: Glad Tidings of Spokane, Inc.  
Glad Tidings Assembly of God Church  
4224 E 4th Ave  
Spokane WA 99202

City: City of Spokane  
Attn: Dan Buller  
808 W. Spokane Falls Blvd  
Spokane, WA 99201

With copy to: James Richman, Assistant City Attorney  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

15. Possession. City shall be entitled to possession on the closing date.

16. Time. Time is of the essence of this Agreement. If the date for any performance under this Agreement falls on a weekend or a holiday, the time for such performance shall extend to the next business day.

17. Condemnation. If, prior to the Closing, all or any part of the Option Property shall be condemned by governmental or other lawful authority, the City shall



have the option of (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to City, or (b) canceling this Agreement, in which event the Option Money and extension fees shall be returned to City and this Agreement shall be terminated with neither party having any rights against the other.

18. Default. If the City shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of City, the Church may, as its sole and exclusive remedy, retain the Option Money and extension payment as liquidated damages, and this Agreement shall be canceled. If the Church fails or refuses to fully comply with the terms of this Agreement, for any cause other than the City's default hereunder, the City may, at its option, (a) rescind this Agreement and recover from the Church the Option Money and the Extension payments, or (b) proceed with this Agreement and take the Option Property as is, or (c) pursue a suit for specific performance.

In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) working days from the receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth herein.

19. Governmental Approval. The Church acknowledges that this agreement does not bind the City of Spokane until it has been signed by the City Administrator.

20. Limitation on Representations and Warranties by the City. The City acknowledges and agrees that, except as expressly set forth in this Agreement or arising by operation of law through the Statutory Warranty Deed transferring the Option Property, the Church, its employees, agents and representatives have not made and are not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Option Property or any part thereof including the environmental and physical condition or the uses to which the same may be made. The Option Property is being purchased "as is where is" except as set forth herein.

21. Assignment. The City may not assign or transfer this Agreement or any rights hereunder without the prior written consent of the Church, which consent may be withheld pursuant to the Church's sole discretion.

22. Commissions. The Church shall be responsible for the payment of the brokerage fee or commission for the sale contemplated by this Agreement to Beckshire Hathaway First Look. Both parties represent that no other real estate broker and/or agent is involved in this Agreement. Each party warrants and represents to the other that if any real estate brokerage commission or fee is payable, that party incurring

such commission or fee shall pay the same and agrees to indemnify the other from and against any and all claims for any real estate brokerage commission or fee which may arise as a result of this Option Agreement from such party's actions. All real estate brokerage fee or cost shall be paid at closing.

23. Agency Disclosure. At the signing of this Agreement, Listing Broker Berkshire Hathaway represented Church only.

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

25. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement shall be governed by the laws of the state of Washington.

26. Non Foreign Affidavit. The Church agrees to execute, at the Closing, such transferor forms as are required for compliance with Section 1445 of the Internal Revenue Code.

27. Effective Date. The Effective Date of this Agreement shall be the last date on which all parties hereto have executed this Agreement.

28. Severability. Any invalidity or unenforceability of any provision or application of this Agreement shall, at the City's option, not affect other lawful provisions and application thereof, and to this end the provisions of this Agreement are declared to be severable, if the City so elects.

In witness whereof, the parties hereto have signed this Agreement this 21st day of July, 2016.

CITY OF SPOKANE

By: David A. Cundin  
Its: MAYOR



Attest:

Approved as to form:

*Levi Hight*  
City Clerk

*Jana*  
Assistant City Attorney

GLAD TIDINGS TEMPLE OF SPOKANE, INC.

By: *Charles Triandarn*  
Its: *President - Pastor*



GLAD TIDINGS ASSEMBLY OF GOD CHURCH

By: *Charles Triandarn*  
Its: *President - Pastor*

OPR2016-0600

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**

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**SELLER:**

Blessed Tidings Assembly of God  
Seller

To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information.

**INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller.

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT \_\_\_\_\_, CITY Spokane Valley

STATE WA, ZIP 99202, COUNTY Spokane ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☒ IS/ ☐ IS NOT OCCUPYING THE PROPERTY.

**I. SELLER'S DISCLOSURES:**

\* If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

**1. TITLE**

	YES	NO	DON'T KNOW	N/A
A. Do you have legal authority to sell the property? If no, please explain.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SELLER'S INITIALS

Date

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Date



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- |   | YES                      | NO                       | DON'T<br>KNOW                       | N/A                      | 50<br>51             |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|----------------------|
| *F. Are there any written agreements for joint maintenance of an easement or right of way? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 52                   |
| *G. Is there any study, survey project, or notice that would adversely affect the property? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 53                   |
| *H. Are there any pending or existing assessments against the property? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 54                   |
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 55<br>56             |
| *J. Is there a boundary survey for the property? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 57                   |
| *K. Are there any covenants, conditions, or restrictions recorded against title to the property? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 58                   |
| <b>PLEASE NOTE:</b> Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224. |                          |                          |                                     |                          | 59<br>60<br>61<br>62 |

**2. WATER**

**A. Household Water**

- |  |                          |                                     |                                     |                          |                |
|--|--------------------------|-------------------------------------|-------------------------------------|--------------------------|----------------|
| (1) Does the property have potable water supply? .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 63<br>64<br>65 |
| (2) If yes, the source of water for the property is: <input type="checkbox"/> Private or publicly owned water system<br><input type="checkbox"/> Private well serving only the property <input checked="" type="checkbox"/> Other water system |                          |                                     |                                     |                          | 66<br>67       |
| *If shared, are there any written agreements? .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 68             |
| *(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 69<br>70       |
| *(4) Are there any problems or repairs needed? .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 71             |
| (5) Is there a connection or hook-up charge payable before the property can be connected to the water main? .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 72<br>73       |
| (6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 74<br>75       |
| (7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.) .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 76<br>77       |
| (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 78<br>79       |
| *(b) If yes, has all or any portion of the water right not been used for five or more successive years? .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 80<br>81       |
| (c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day? .....   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 82<br>83       |
| *(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 84             |

**B. Irrigation Water**

- |  |                          |                          |                                     |                          |                |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|----------------|
| (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.) ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 85<br>86<br>87 |
| (a) If yes, has all or any portion of the water right not been used for five or more successive years? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 88<br>89       |
| (b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | 90<br>91       |

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Date

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Date



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YES NO DON'T KNOW N/A 92  
93

\* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? ..... ☐ ☐ ☒ ☐ 94  
If so, please identify the entity that supplies irrigation water to the property: 95  
\_\_\_\_\_ 96

C. Outdoor Sprinkler System 97

(1) Is there an outdoor sprinkler system for the property? ..... ☐ ☐ ☒ ☐ 98

\* (2) If yes, are there any defects in the system? ..... ☐ ☐ ☒ ☐ 99

\* (3) If yes, is the sprinkler system connected to irrigation water? ..... ☐ ☐ ☒ ☐ 100

**3. SEWER/SEPTIC SYSTEM** 101

A. The property is served by: 102

☐ Public sewer system 103

☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 104

☐ Other disposal system 105

Please describe: \_\_\_\_\_ 106

B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? ..... ☐ ☐ ☒ ☐ 107  
108

C. If the property is connected to an on-site sewage system: 109

\* (1) Was a permit issued for its construction? ..... ☐ ☐ ☒ ☐ 110

\* (2) Was it approved by the local health department or district following its construction? ..... ☐ ☐ ☒ ☐ 111

(3) Is the septic system a pressurized system? ..... ☐ ☐ ☒ ☐ 112

(4) Is the septic system a gravity system? ..... ☐ ☐ ☒ ☐ 113

\* (5) Have there been any changes or repairs to the on-site sewage system? ..... ☐ ☐ ☒ ☐ 114

(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? ..... ☐ ☐ ☒ ☐ 115  
116

If no, please explain: \_\_\_\_\_ 117

\* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? ..... ☐ ☐ ☒ ☐ 118  
119

**4. ELECTRICAL/GAS** 120

A. Is the property served by natural gas? ..... ☐ ☐ ☒ ☐ 121

B. Is there a connection charge for gas? ..... ☐ ☐ ☒ ☐ 122


C. Is the property served by electricity? ..... ☒ ☐ ☐ ☐ 123

D. Is there a connection charge for electricity? ..... ☐ ☐ ☒ ☐ 124

\* E. Are there any electrical problems on the property? ..... ☐ ☐ ☒ ☐ 125

**5. FLOODING** 126

A. Is the property located in a government designated flood zone or floodplain? ..... ☐ ☐ ☒ ☐ 127

 4/26/16  
SELLER'S INITIALS Date

\_\_\_\_\_  
SELLER'S INITIALS Date

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	YES	NO	DON'T KNOW	N/A	128
<b>6. SOIL STABILITY</b>					129
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	130
<b>7. ENVIRONMENTAL</b>					131
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	132
*B. Does any part of the property contain fill dirt, waste, or other fill material? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	134
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	135
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	136
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	137
*F. Has the property been used for commercial or industrial purposes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	138
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	139
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	140
*I. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	141
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
*K. Are there any radio towers that cause interference with cellular telephone reception? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	143
<b>8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>					144
A. Is there a homeowners' association? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	145
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: .....					146
B. Are there regular periodic assessments? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
\$ <u>684.00</u> per <input type="checkbox"/> month <input checked="" type="checkbox"/> year <u>for all 3 lots</u>					148
<input type="checkbox"/> Other: .....					149
*C. Are there any pending special assessments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	150
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	151
<b>9. OTHER FACTS</b>					152
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	153
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	154

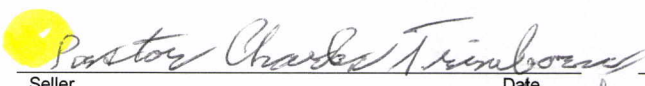
CT 4/28/16  
SELLER'S INITIALS Date

\_\_\_\_\_  
SELLER'S INITIALS Date



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	YES	NO	DON'T KNOW	N/A	
					164
					165
*C. Is the property classified or designated as forest land or open space? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	166
D. Do you have a forest management plan? If yes, attach. ....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
*E. Have any development-related permit applications been submitted to any government agencies? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	168
If the answer to E is "yes," what is the status or outcome of those applications?					169
_____					170
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	171
					172
<b>10. FULL DISCLOSURE BY SELLERS</b>					173
A. Other conditions or defects:					174
*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	175
					176
B. Verification					177
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					178
					179
					180
					181
 _____					182
Seller	Date	Seller	Date		183
	4/28/12				

If the answer is "Yes" to any asterisked (\*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**2. PROXIMITY TO FARMING**

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:**

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT**

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

SELLER'S INITIALS

\_\_\_\_\_  
Date

SELLER'S INITIALS

\_\_\_\_\_  
Date

**BRIEFING PAPER**  
**Public Works Committee**  
**Engineering Services**  
**June 13, 2016**

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**Subject:**

Water Department well site purchase

**Background:**

- The City's largest wells are located adjacent to the Spokane River and other utilities. To increase supply reliability and redundancy in the event of problems with existing wells, transmission mains or other utilities, and to increase operational flexibility and efficiency, the Water Department proposes to develop wells away from both the Spokane River and these other utilities.
- Existing sources of supply are located along the river, on the lower south hill and on the northeast side of Spokane. The new well is proposed for southeast Spokane in what are believed to be favorable aquifer conditions with proximity to existing transmission mains. In addition, locating a new well away from the river will modestly increase flows in the Spokane River, particularly during low flow times of the year.

The proposed well site is near the intersection of Havana Street and 5th Avenue on property owned by Glad Tidings Church as shown in the attached exhibit. In particular, Glad Tidings Church has listed for sale the eight city lots at the southeast corner of said intersection. Total area is 1.25 acres. This property is within Spokane Valley city limits.

This site is listed on the City's water rights change application filed with the Department of Ecology. Only at sites explicitly included on that list would it be permissible to drill a well. Also this site is adjacent to a 48-inch diameter transmission main resulting in very low costs to connect the well to the system.

Required property size was determined by the need for a wellhead protection zone as required by the Washington State Dept. of Health. The required protection zone is all land within a 100-foot radius of the proposed wells inside of which the City needs to control land use such that only land uses compatible with wellhead protection are permitted. The subject property would enable the city to meet these requirements.

The proposed purchase and sale agreement permits the city to conduct various environmental and aquifer tests prior to Feb 1, 2017. If those tests prove successful, the City would buy the property. Those tests proved successful (Jan 31, 2017) ~~If not, the City would withdraw from the agreement paying a modest amount of money to the church as compensation for taking the property off the market while the City conducts these tests.~~

**Public Impact:**

Design and construction of the proposed wells and associated well pumping station building is three to four years away. Early in the design process, the public involvement process will begin.

**Action:**

An agreement has been reached with the property owner for the purchase of this 1.25 acre property for \$230,000.00 if the environmental or aquifer analyses document this site is suitable for its intended purposes. Staff requests approval to ~~enter into the purchase agreement and begin the evaluation~~ purchase the property; environmental and aquifer analyses confirmed the site is suitable for its intended purpose (Jan 31, 2017).

**Funding**

Purchase funded with water department funds.





Proposed Well Site Purchase

I-90

Glad Tidings  
Church

Proposed  
purchase area

Havana  
St.



**Agenda Sheet for City Council Meeting of:**  
02/13/2017

<b>Date Rec'd</b>	1/31/2017
<b>Clerk's File #</b>	OPR 2015-0584
<b>Renews #</b>	

<b>Submitting Dept</b>	NEIGHBORHOOD & BUSINESS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ANDREW 625-6991	<b>Project #</b>	
<b>Contact E-Mail</b>	AWORLOCK@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR17741
<b>Agenda Item Name</b>	0750 - CONTRACT EXTENSION - GREATER SPOKANE INCORPORATED		

**Agenda Wording**

Contract extension with cost with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated (GSI) for federal lobbying services and business recruitment assistance on a month to month basis until June 30, 2017.

**Summary (Background)**

Our original contract with GSI dated August 3, 2015 was for a total amount of \$92,440.00 and ran from July 1, 2015 to June 30, 2016 with an option of four one-year renewals. Our first contract extension dated September 1, 2016 extended the term through December 31, 2016 with a total cost of \$46,220.00. This extension term is January 1, 2017 to June 30, 2017 with a total cost not to exceed \$46,200.00.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 18,000.00	#	0520-36200-13100-54101-99999
Expense	\$ 28,200.00	#	0750-30210-58700-54201-99999
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	CORTRIGHT, CARLY	<b>Study Session</b>	
<b>Division Director</b>	CORTRIGHT, CARLY	<b>Other</b>	Finance 2/6/17
<b>Finance</b>	DOVAL, MATTHEW	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	Engineering Admin	
<b>For the Mayor</b>	SANDERS, THERESA	kkeck@spokanecity.org	
<b>Additional Approvals</b>		mhughes@spokanecity.org	
<b>Purchasing</b>		kschmitt@spokanecity.org	
		aworlock@spokanecity.org	
		cbrazington@spokanecity.org	





**City of Spokane**

**CONTRACT EXTENSION  
WITH COST**

Federal Lobbying Services and Business  
Recruitment Assistance

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **SPOKANE REGIONAL CHAMBER OF COMMERCE DBA GREATER SPOKANE INCORPORATED**, whose address is 801 West Riverside Avenue, Suite 100, Spokane, Washington 99201-2147 as ("GSI").

*WHEREAS, the parties entered into a Contract wherein GSI agreed to provide for the City (A) Federal Lobbying Services and (B) Business Recruitment Assistance;*

*WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document on a month-to-month basis until terminated upon mutual agreement of the parties; and*

*-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:*

**1. CONTRACT DOCUMENTS.**

The original Contract dated August 3, 2015, and September 1, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on upon January 1, 2017.

**3. EXTENSION.**

The contract documents are hereby extended, and **shall continue on a month to month basis** until June 30, 2017.

**4. COMPENSATION.**

A. The City shall pay THREE THOUSAND DOLLARS (\$3,000) per month as full compensation for FEDERAL LOBBYING SERVICES provided under this Contract. -

B. The City shall pay GSI FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$4,700) per month for BUSINESS RECRUITMENT ASSISTANCE provided under this Contract.

This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

#### **5. AMENDMENT TO SUB-SECTION 1.B.8 OF THE ORIGINAL CONTRACT.**

This Contract Extension and Amendment of the original Contract's Performance Measures are intended to align the City of Spokane Annual Measurements with those GSI contractually tracks for its Spokane County Contract. The following Sections supplant and entirely replace the Performance Measures as delineated in the original Contract's (OPR 2015-0584) Sub-Section 1.B.8 as follows:

##### **A. Recruitment and Marketing**

- i. Outreach to prospects as per County Contract
- ii. Attend two national trade missions as per County Contract
- iii. Visits to signature logo companies as per County Contract
- iv. Number of City of Spokane qualified leads
- v. Number of leads converted into wins within the City of Spokane
- vi. Number of new City of Spokane located jobs
- vii. New direct tax base increase to the City of Spokane
- viii. New economic impact to the City of Spokane

##### **B. Business Retention, Expansion, and Assistance (BREA)**

- i. Market the BREA program to the City of Spokane companies
- ii. Provide export assistance to the City of Spokane companies
- iii. Convene programs for trade education as per County Contract
- iv. Host foreign trade delegations as per County Contract
- v. Attend foreign trade missions as per County Contract
- vi. DC fly-in to foreign embassy as per County Contract
- vii. Visits to HQ of City of Spokane companies
- viii. Visits to former recruits to City of Spokane
- ix. Develop City of Spokane BREA leads
- x. Number of leads converted into wins within the City of Spokane
- xi. Number of new City of Spokane located jobs from BREA activities
- xii. New direct tax base to City of Spokane from BREA activities
- xiii. New economic impact to City of Spokane from BREA activities
- xiv. Highlight City of Spokane in ED and GSI programs

##### **C. Business Assistance (startups)**

- i. Assist or refer startup companies to other organizations as per County Contract
- ii. Manage startupspokane.com website as per County Contract
- iii. Number of new startups within the City of Spokane
- iv. Upgrade and maintain selectspokane.com as per County Contract
- v. Manage advantagespokane.com as per County Contract
- vi. Number of companies in Spokane City certified to do government contracting
- vii. Number of new government contracting contacts in the City of Spokane
- viii. Number of new prime contractors in the City of Spokane
- ix. Follow-up counseling hours one-on-one to companies within the City of Spokane
- x. PTAC sponsored workshops as per County Contract
- xi. Maintain CEDS as per County Contract
- xii. Continue efforts as the ADO as per County Contract
- xiii. Develop policy and advocacy strategies for retention or new incentives

- xiv. Provide the City of Spokane with detail for the WA State Reporting requirements of Community Empowerment Zone Annual report

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.

**SPOKANE REGIONAL CHAMBER OF  
COMMERCE DBA GREATER SPOKANE  
INCORPORATED**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

Attest:

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

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

David A Condon  
\_\_\_\_\_  
Type or Print Name

Mayor  
\_\_\_\_\_  
Title

Approved as to form:

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

17-423a



# **Agenda Sheet for City Council Meeting of:** 02/13/2017

<b><u>Date Rec'd</u></b>	1/28/2017
<b><u>Clerk's File #</u></b>	OPR 2015-0013
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	CR17744

<b><u>Submitting Dept</u></b>	INNOVATION & TECHNOLOGY SERVICES
<b><u>Contact Name/Phone</u></b>	MICHAEL SLOON 625-6468
<b><u>Contact E-Mail</u></b>	MSLOON@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	5300 - HYLAND ONBASE

## **Agenda Wording**

Contract with Hyland Software, Inc. (Westlake, OH) for OnBase Software support of the City's document imaging system utilized by various City Departments.

## **Summary (Background)**

Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System to include the City of Spokane Police Department and City Clerks's Department. This contract includes software assurance for Hyland Software.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 68,652.05 including tax	#	5300-73300-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SLOON, MICHAEL	<b><u>Study Session</u></b>	Fin Comm. 2/6/17
<b><u>Division Director</u></b>	FINCH, ERIC	<b><u>Other</u></b>	
<b><u>Finance</u></b>	DOVAL, MATTHEW	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	Accounting - kkeck@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
<b><u>Additional Approvals</u></b>		Legal - hwhaley@spokanecity.org	
<b><u>Purchasing</u></b>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	

**BRIEFING PAPER**  
**City of Spokane**  
**Information Technology**  
**February 6, 2017**

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**Subject**

Contract with Hyland Software, Inc. (Westlake, OH) for OnBase Software support of the City's document imaging system utilized by various City Departments.

April 1, 2017 - March 31, 2018

2017 - \$68,652.05

**Background**

Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System to include the City of Spokane Police Department and City Clerks's Department. This contract includes software assurance for Hyland Software.

2016 - \$77,507.83

**Impact**

The purpose of this contract is to provide a centralized location for City Documents to be accessible by City employees.

**Action**

City ITSD Staff recommends approval

**Funding**

5300-73300-18850-54820

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

Software Maintenance Invoice

Account#: 10294  
Invoice#: 331769  
Date: 01/23/2017  
Territory: US  
Status: Not Paid  
Bill No.: 10294

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

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

Billing Period	OnBase Version	Terms
Maintenance from 04/01/2017 to 03/31/2018	13.0.2	DUE: 03/31/2017

Module Code	Description	Rate	Quantity	Extended Rate
AEMPI2	Enterprise Application Enabler Maintenance	\$ 8,060.45	1	\$ 8,060.45
AGMPI1	Integration for ESRI ArcGIS Desktop Maintenance	\$ 1,128.46	1	\$ 1,128.46
AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	\$ 241.81	7	\$ 1,692.67
AMMPW1	Agenda Management Maintenance	\$ 806.05	1	\$ 806.05
APMPQ3	Query API (Initial 500 queries/hour) (OnBase Unity/Core) Maintenanc	\$ 1,612.09	1	\$ 1,612.09
CLMPW1	COLD/ERM Maintenance	\$ 1,612.09	1	\$ 1,612.09
CMMPI1	Configuration Migration Utility Maintenance	\$ 0.00	1	\$ 0.00
CTMPC1	Concurrent Client (1-100) Maintenance	\$ 225.69	67	\$ 15,121.23
DIMPW2	Production Document Imaging (Kofax or Twain) (2+) Maintenance	\$ 483.63	2	\$ 967.26
DMMPI1	EDM Services Maintenance	\$ 806.05	1	\$ 806.05
DPMPW1	Document Import Processor Maintenance	\$ 806.05	1	\$ 806.05
DSMPI1	Distributed Disk Services Maintenance	\$ 806.05	1	\$ 806.05
GWMPI1	Public Sector Constituency Web Access Maintenance	\$ 391.29	1	\$ 391.29
IDMPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL Maintenanc	\$ 48.36	1	\$ 48.36
IDMPI1	Full-Text Indexing Server for Autonomy IDOL Maintenance	\$ 1,612.09	1	\$ 1,612.09
ISMPW1	Production Document Imaging (ISIS or TWAIN) (1) Maintenance	\$ 1,000.00	1	\$ 1,000.00
ISMPW2	Production Document Imaging (ISIS or TWAIN) (2+) Maintenance	\$ 400.00	6	\$ 2,400.00
OBMPW1	Multi-User Server Maintenance	\$ 1,289.67	1	\$ 1,289.67
OCMPW1	Batch OCR Maintenance	\$ 241.81	1	\$ 241.81
OMMPW1-IPAD	Mobile Access for iPad Maintenance	\$ 806.05	1	\$ 806.05
PDFMPI1	PDF Framework Maintenance	\$ 483.63	1	\$ 483.63
PRMPI1	Physical Records Management Maintenance	\$ 2,418.14	1	\$ 2,418.14
PTMPC1	Virtual Print Driver Maintenance	\$ 806.05	1	\$ 806.05
SALESTAX	Tax ( Type : Maintenance ) : WA	\$ 5,054.91	1	\$ 5,054.91
STMPI1	StatusView Maintenance	\$ 0.00	1	\$ 0.00
UFMPI1	Unity Forms Maintenance	\$ 0.00	1	\$ 0.00
UIMPI1	Unity Integration Toolkit Maintenance	\$ 1,612.09	1	\$ 1,612.09

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

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

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



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

Software Maintenance Invoice

Account#: 10294  
Invoice#: 331769  
Date: 01/23/2017  
Territory: US  
Status: Not Paid  
Bill No.: 10294

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

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

Billing Period	OnBase Version	Terms
Maintenance from 04/01/2017 to 03/31/2018	13.0.2	DUE: 03/31/2017

Module Code	Description	Rate	Quantity	Extended Rate
UNMPI1	Unity Client Server Maintenance	\$ 1,612.09	1	\$ 1,612.09
WL MPC1	Workflow Concurrent Client SL (1-20) Maintenance	\$ 354.66	20	\$ 7,093.20
WL MPC2	Workflow Concurrent Client SL (21-50) Maintenance	\$ 290.18	1	\$ 290.18
WT MPI1	Conversion From Microsoft Office To Image Framework Maintenanc	\$ 483.63	1	\$ 483.63
WT MPI1-AS	Conversion From Microsoft Office To Image Framework (Aspose) Ma	\$ 483.63	1	\$ 483.63
WT MPW1	Web Server Maintenance	\$ 1,612.09	1	\$ 1,612.09

Total: \$ 63,157.36

This amount is in USD

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

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

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







**Agenda Sheet for City Council Meeting of:**  
02/13/2017

<b>Date Rec'd</b>	2/1/2017
<b>Clerk's File #</b>	OPR 2016-0235
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR17748

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 AZTECA CITYWORKS

**Agenda Wording**

Contract with Azteca Systems Inc. for annual support and upgrades of Cityworks Software. April 1, 2017 through March 31, 2018 for \$ 65,220.00. Water - \$25K Wastewater -35K

**Summary (Background)**

The City of Spokane uses Cityworks Software as a powerful, flexible, and affordable GIS-based Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software, it enables Public Works and Utilities client to inventory assets, issue and track service requests and work orders and manage overall customer needs.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 38045.00	#	4100-30210-35141-54201-99999
Expense	\$ 27175.00	#	4310-30210-34141-54201-99999
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SLOON, MICHAEL	<b><u>Study Session</u></b>	Fin Comm 2/6
<b><u>Division Director</u></b>	FINCH, ERIC	<b><u>Other</u></b>	
<b><u>Finance</u></b>	DOVAL, MATTHEW	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	Accounting - kkeck@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	Contract Accounting - jsalstrom@spokanecity.org	
<b><u>Additional Approvals</u></b>		Legal - hwhaley@spokanecity.org	
<b><u>Purchasing</u></b>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	

**BRIEFING PAPER**  
**City of Spokane**  
**Information Technology**  
**February 6, 2017**

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**Subject**

Contract with Azteca Systems Inc. for annual support and upgrades of Cityworks Software.  
April 1, 2017 through March 31, 2018 for \$ 65,220.00.

**Background**

The City of Spokane uses Cityworks Software as a powerful, flexible, and affordable GIS-based Asset Maintenance Management System. Built exclusively on ESRI's leading ArcGIS software, it enables Public Works and Utilities client to inventory assets, issue and track service requests and work orders and manage overall customer needs.

2016 - \$65,220.00

**Impact**

Without this yearly maintenance contract, the Cityworks Software used by The City of Spokane would not be supported by the vendor and the City would not be able to benefit from future enhancements and upgrades.

**Action**

City IT Staff recommends approval

**Funding**

\$38,045.00 4100-42420-34148-54201

\$27,175.00 4310-43100-35148-54201

**BRIEFING PAPER**  
**City of Spokane**  
**Information Technology**

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## Support Quote

January 29, 2017

### **Azteca Systems, Inc**

11075 South State Street #24

Sandy, UT 84070

(801) 523-2751

(801) 523-3734 (fax)

Joan Hamilton  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201

Our records indicate the renewal date is approaching for Cityworks Update & Support Agreement. Keeping your update and support current entitles you to:

- Software Updates
- Customer Support
- Access to MyCityworks.com

To assure that you continue to receive these valuable services it is important to renew the software maintenance for the forthcoming term. Attached please find the quotation for renewing your Cityworks Update & Support Agreement.

If you have any questions regarding this information, please contact this office.

Thank you,

Marianne Haslam  
801-523-2751  
801-523-3734 (fax)  
[marianne@cityworks.com](mailto:marianne@cityworks.com)





## Support Quote

January 29, 2017

**Azteca Systems, Inc**  
11075 South State Street #24  
Sandy, UT 84070  
(801) 523-2751  
(801) 523-3734 (fax)

**City of Spokane, WA**

Contract # **C147511**

<b><u>Cityworks AMS</u></b>	<b><u>Licenses</u></b>
Cityworks Server AMS	ELA
Cityworks Server AMS Essentials	
Mobile Native Apps (iOS/Android)	
Respond	
Cityworks Desktop	ELA
Cityworks Anywhere	ELA
Desktop/Anywhere	
Service Request API	
Citizen Engagement API	
Work Order API - Basic	
Work Order API - Extended	
Inspection API	
Document Management API	
Metrics API	
SR Only	
Server AMS View	
Server AMS Inspection	
<b><u>Cityworks Online</u></b>	<b><u>Licenses</u></b>
Cityworks Online	

<b><u>Cityworks PLL</u></b>	<b><u>Licenses</u></b>
Server PLL	
Mobile Native Apps (iOS/Android)	
Public Access for PLL	
Case API - Basic	
Case API - Extended	

<b><u>Cityworks Add-ons</u></b>	<b><u>Licenses</u></b>
Storeroom	ELA
Equipment Checkout	ELA
Contracts	
Cityworks Analytics	Y
Cityworks for Excel	
eURL (Enterprise URL)	



## Support Quote

January 29, 2017

### Azteca Systems, Inc

11075 South State Street #24

Sandy, UT 84070

(801) 523-2751

(801) 523-3734 (fax)

CCTV Interface for PACP	ELA
MicroPaver Interface	ELA
Renewal Period	4/1/2017 to 3/31/2018
U & S Amount Due	\$35000.00 (plus any applicable sales tax)

By signing below, you are authorizing Azteca Systems, Inc. to issue an update and support invoice in the amount quoted above.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

Purchase Order #: \_\_\_\_\_

☐ Submit invoice electronically to: (email) \_\_\_\_\_

☐ Invoice to be addressed to: (if different than listed above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please fax or mail this form back to Azteca Systems – 801-523-3734)

#### Notes:

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed to the client changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

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

02/13/2017

<u>Date Rec'd</u>	2/1/2017
<u>Clerk's File #</u>	RES 2017-0015
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	NATE ODLE (509) 625-6288	<u>Project #</u>	
<u>Contact E-Mail</u>	NODLE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0500 RESOLUTION APPROVING SETTLEMENT		

Agenda Wording

Resolution approving settlement of claim filed by Personal Representative of the Estate of Stephanie R. Meier relating to an incident that occurred on or about March 3, 2015.

Summary (Background)

Claim was settled through mediation and formally approved by the court on January 31, 2017, In the Matter of the Estate of Stephanie Renee Meier, Spokane County Superior Court, Case No. 15-4-00876-7.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 250,000.00	#	5800-78100-18680-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	2/6/17 Executive Session
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	nodle@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jasampson@spokanecity.org	
<u>Additional Approvals</u>		james.scott@ascrisk.com	
<u>Purchasing</u>		tdunivant@spokanecity.org	

RESOLUTION RE SETTLEMENT OF  
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, a claim for damages was filed with the City of Spokane (hereafter "City") by Michael Whipple, as the Personal Representative of the Estate of Stephanie R. Meier (aka Stephanie Bender) (hereafter "Claimant") on September 17, 2015, arising from the death of Stephanie R. Meier on March 3, 2015;

WHEREAS, the City has determined to resolve all claims with Claimant and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00); and

WHEREAS, Claimant has agreed to accept said payment and in return to release any and all claims against the City, its officers, agents, employees, contractors, and insurers.

NOW THEREFORE, be it resolved by the City Council of the City:

The City of Spokane authorizes that payment in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), be paid to Claimant through its counsel, Maxey Law Office PLLC, in trust for Claimant, without admission of fault or liability, as a full settlement and compromise of the above-referenced claim, and in exchange, the Claimant will provide a signed release fully extinguishing all claims by Claimant in connection with the incident and pledging to fully protect and indemnify the City, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

Approved as to form:

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





**Agenda Sheet for City Council Meeting of:**  
02/06/2017

<b>Date Rec'd</b>	3/30/2011
<b>Clerk's File #</b>	ORD C35470
<b>Renews #</b>	

<b>Submitting Dept</b>	HEARING EXAMINER	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DONNA DEBIT 6637	<b>Project #</b>	
<b>Contact E-Mail</b>	DDEBIT@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0570 - GONZAGA, M WOLDSON PAC, Z16-678-REZN		

**Agenda Wording**

An Ordinance changing the zone from OR-55 (Office Retail height limit 55') to OR-70 (Office Retail height limit 70') for property addressed as 1120 N Van Gorp Place and 1025 N. Astor Street in the City and County of Spokane, WA.

**Summary (Background)**

On 10-20-16 the Hearing Examiner held a public hearing on the request of the property owner to rezone the above-described property to allow the construction of the Myrtle Woldson Performing Arts Center on the Gonzaga University Campus. The rezone request from OR-55 to OR-70 was made to accommodate the height of the proposed structure. On 11-03-16 the Hearing Examiner issued a decision approving the rezone application subject to conditions. No appeal was filed. (Z16-678REZN)

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DALTON, PAT	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	DOVAL, MATTHEW	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	Hearing Examiner - areid@spokanecity.org	
<b><u>For the Mayor</u></b>	COTE, BRANDY	Planning Dept - ddebit@spokanecity.org	
<b><u>Additional Approvals</u></b>		Planning Dept - tpalmquist@spokanecity.org	
<b><u>Purchasing</u></b>		Gonzaga - sammons@gonzaga.edu	

## ORDINANCE NO. C35470

An Ordinance changing the zone from OR-55 (Office Retail with a 55' height limit) to OR-70 (Office Retail with a 70' height limit) for property located east of the intersection of Pearl Street and DeSmet Avenue. The two parcels are commonly described as 1120 North Van Gorp Place and 1025 North Astor Street in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**WHEREAS**, the Hearing Examiner held a public hearing on October 20, 2016, on the request of the owner of certain property zoned OR-55 and generally located east of the intersection of Pearl Street and DeSmet Avenue; and on November 3, 2016, approved said zone change 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 dated November 3, 2016, 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 and Development be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property described as:

**17-25-43: SINTO 3RD SUB B55 L9 TO L13 B55; TOG W/ PTN OF VAC DESMET AVE LYG S OF AND ADJ; ALG W/ E1/2 OF VAC VAN GORP PL LYG W OF & ADJ, AND THE S1/2 OF VAC ALLEYWAY LYG N OF & ADJ EXT W TO C/L OF VAC VAN GORP PL, PER CITY ORD NO C34119 (AFN# 6164951) (Parcel #35172.2606) together with 17-25-43: SINTO 3RD 1ST SUB B-A PT OF B-Y; BEG ON S LN OF DESMET AVE & E LN OF VAN GORP PL; TH E TO C/L OF ASTOR ST; TH S 170FT; TH S22\*45'E 129.32FT TO A PT ON N LN OF OWR & N CO R/W; TH NWLY ALG SD R/W TO PT DUE S OF POB TH N TO POB; EXC NEW OWR & N R/W & INC PTN OF OLD OWR & N R/W; AND S1/2 VAC DESMET AVE N OF AND ADJ AND THAT PTN OF VAC ASTOR ST LYG S OF THE C/L OF DESMET AVE EXT E & W OF C/L OF ASTOR ST; ALG W/ E1/2 VAC VAN GORP PL LYG W OF & ADJ S TO C/L OF VAC DESMET AVE PER CITY ORD NO C34119 (AFN# 6164951) (parcel #35172.2710).**

with the OR-70 (Office Retail with a 70 foot height limit) zoning designation.

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

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

Attest:

Approved as to form:

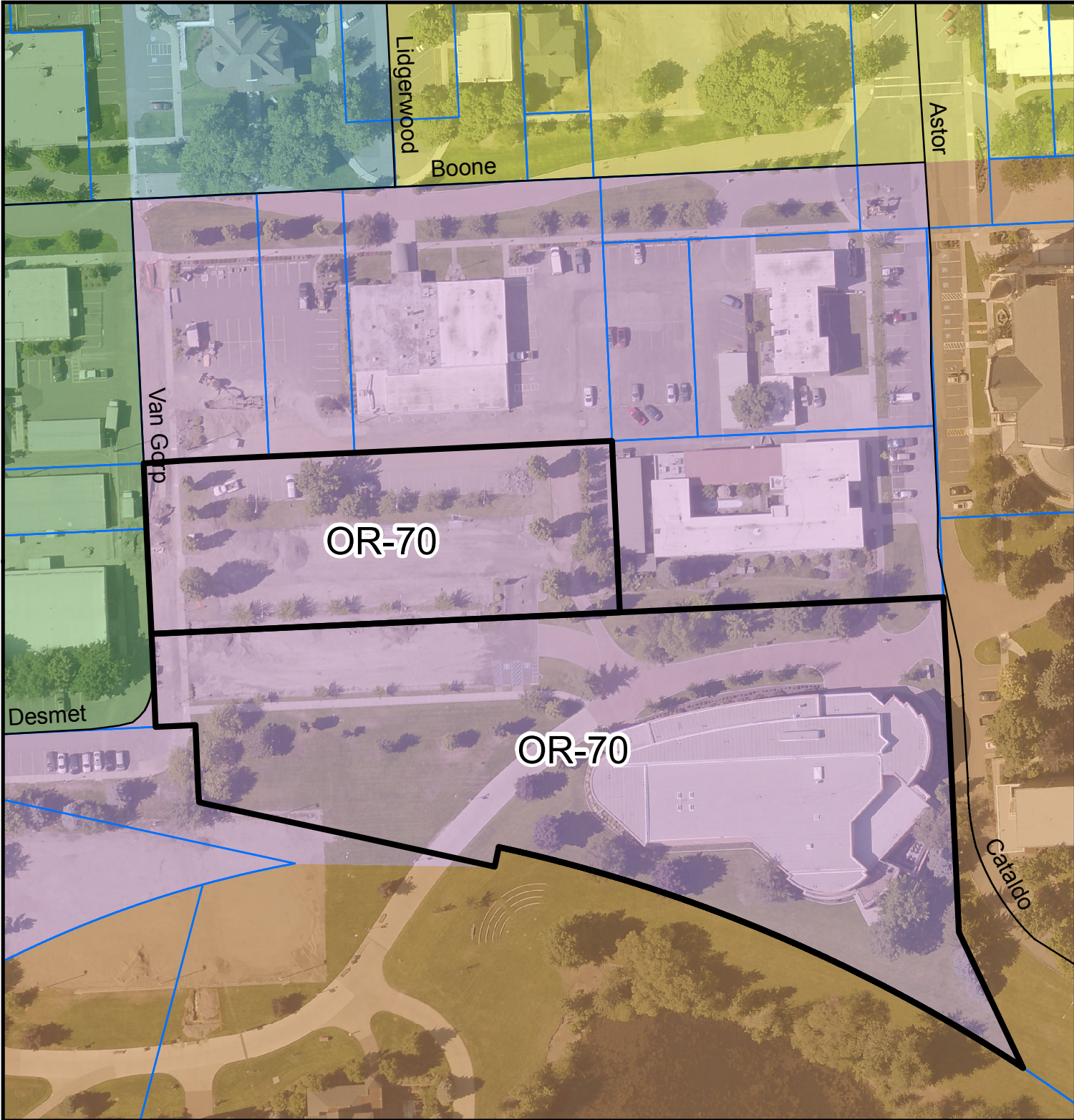
\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Mayor








\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date




## Proposed Zoning Designations

### Legend

-  Rezoned Parcels
- Existing Zoning**
-  General Commercial
-  Office Retail
-  Residential High Density
-  Residential Multifamily
-  Residential Two-Family
-  Street

### Locator Map



0 25 50 100 150 200  
 Feet







**Agenda Sheet for City Council Meeting of:**  
02/13/2017

<b>Date Rec'd</b>	1/25/2017
<b>Clerk's File #</b>	ORD C35473
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MELISSA OWEN 625-6063	<b>Project #</b>	
<b>Contact E-Mail</b>	MOWEN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - ORDINANCE AMENDING SMC 4.31C.040 AND 4.31C.050		

**Agenda Wording**

An ordinance related to the East Sprague Parking and Business Improvement Area, amending sections SMC 4.31C.040 and 4.31C.050.

**Summary (Background)**

Amending section SMC4.31C.040 changing CPI U Spokane to CPI for All Urban Consumers (CPI-U): Western Region, providing consistency in CPI calculation timeframes; correcting references related to land square foot and making other procedural corrections. amending section SMC 4.31C.050 to reflect assessment due dates on the 31st of the month; providing an alternative assessment due date within the ordinance confirming and approving the annual assessment roll; changing the billing cycle to December

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	KEY, LISA	<b>Study Session</b>	
<b>Division Director</b>	MALLAHAN, JONATHAN	<b>Other</b>	PED 1/23/17
<b>Finance</b>	DOVAL, MATTHEW	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	Engineering Admin	
<b>For the Mayor</b>	SANDERS, THERESA	lkey@spokanecity.org	
<b>Additional Approvals</b>		aworlock@spokanecity.org	
<b>Purchasing</b>		bborisov@spokanecity.org	
		lmeuler@spokanecity.org	
		mpiccolo@spokanecity.org	
		tstripes@spokanecity.org	



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

**Agenda Wording**

**Summary (Background)**

31st and changing the delinquency interest rate from 1% per month to 12% per annum.

**Fiscal Impact**

Select      **\$**

Select      **\$**

**Budget Account**

**#**

**#**

**Distribution List**

tara.brown1@usbank.com

laverne@accessunified.net

deannah@primesourcecu.org

ierr811@omnicast.net

dr@acmetv.com

jim.orovic@bannerfuel.com

bob@nwseed.com

## ORDINANCE NO. C35473

An Ordinance relating to the East Sprague Parking and Business Improvement Area; amending SMC sections 4.31C.040 and 4.31C.050 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. SMC 4.31C.050 is amended to read as follows:

### **4.31C.040 Levy of Special Assessments**

To finance the programs set forth in SMC 4.31C.030, there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague Parking and Business Improvement Area detailed below, using the Spokane County Assessor’s property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.

Properties classified by the Spokane County Tax Assessor’s Office as residential properties with three units or less shall not be assessed. Properties that are located in “Residential Single Family” zoning or “Residential Two Family” zoning and that are also classified by the Spokane County Tax Assessor’s Office as “Residential Undivided” shall not be assessed.

- B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:
1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the 2015 Spokane County records, with a minimum of \$200 per property parcel and a maximum of \$1,000 per property parcel.
  2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of \$100 per property parcel and a maximum of \$500 per property parcel.
  3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a

minimum of \$50 per property parcel and a maximum of \$250 per property parcel.

- C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted subject to the following conditions:
1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
    - a. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a consumer price index (CPI) Factor that is the lesser of 3% or the percentage change in ((CPI-U-Spokane)) CPI for All Urban Consumers (CPI-U): West Region between June 2015 and June 2016.
    - b. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in ((CPI-U-Spokane)) CPI for All Urban Consumers (CPI-U): West Region between June 2015 and June 2017.
  2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in SMC 4.31C.040 B.
    - a. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor, which is equal to the percentage change in ((CPI-U-Spokane)) CPI for All Urban Consumers (CPI-U): West Region since the first assessment year. The TAV rate will remain the same.
    - b. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in ((CPI-U-Spokane)) CPI for All Urban Consumers (CPI-U): West Region between June 2018 and June 2019.
    - c. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in ((CPI-U-Spokane)) CPI for All Urban Consumers (CPI-U): West Region between June 2018 and June 2020.
  3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.
- D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in SMC 4.31C.040 ((B)) C., except in the case of new construction, as follows:



1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
2. If there is an increase in Net ~~((Building))~~ Lot Square Footage for a parcel, then the East Sprague Business Improvement Area assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
  - a. 3% per year from the year of the change; or
  - b. The ~~((CPI-U-Spokane))~~ CPI for All Urban Consumers (CPI-U): West Region from ~~((January))~~ June of the year prior to the change to ~~((January))~~ June of the year prior to the assessment year.

New assessments will be invoiced during the next billing cycle.

3. If there is no increase in Net ~~((Building))~~ Lot Square Footage for a parcel, then assessments in the East Sprague Parking and Business Improvement Area will be calculated as described in SMC 4.31C.040 B and C above. New assessments will be invoiced during the next billing cycle.

Section 2. SMC 4.31C.050 is amended to read as follows:

#### **4.31C.050 Collection of BID Assessments**

- A. Except as set forth below in this section, special assessments for the PBIA shall be collected on an annual basis, with payments due on January ~~((20<sup>th</sup>))~~ 31<sup>st</sup> or the first business day thereafter.
  1. A ratepayer may elect to make payment in equal semi-annual installments, the first due on January ~~((20<sup>th</sup>))~~ 31<sup>st</sup> and the next due on July ~~((20<sup>th</sup>))~~ 31<sup>st</sup> or the first business day thereafter. For semi-annual payments there shall be added to the assessment ten dollars on each payment to provide for administrative expenses.
  2. Payment dates of the special assessment ~~((in the initial year of the formation of the PBIA))~~ may be ~~((delayed))~~ adjusted to a specific date as set forth in the ordinance confirming the assessment roll.
- B. A new business or multifamily residential or mixed-used project that locates within the PBIA after a billing cycle commences shall be exempt from PBIA assessment for the remainder of that billing cycle, but may make voluntary payments to the City in lieu of any special assessment that otherwise would have been due.
  1. A billing cycle is a twelve-month period beginning each December ~~((20<sup>th</sup>))~~ 31<sup>st</sup>.
  2. Businesses, multifamily residential and mixed-used projects will not be entitled to PBIA programs, as identified in SMC 4.31C.030, unless they

have been assessed pursuant to SMC 4.31C.040 or have made a payment in lieu or assessment pursuant to this section.

C. Within ~~((fifteen))~~ thirty days after the January and July due dates for PBIA assessments, the city treasurer shall send a ~~((reminder))~~ late notice to all ratepayers with unpaid assessments.

1. ~~((Thirty days after the due date, a))~~ A delinquency charge shall be added in the amount of ten percent of the assessment, not to exceed one hundred dollars.

a. All assessments shall also bear interest at the rate of ~~((one))~~ twelve percent per annum ~~((of the amount of the unpaid assessment for each month, or part thereof, of delinquency))~~.

b. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

~~((b))~~c. The city attorney is authorized to bring an action to collect any unpaid assessments in the Spokane County courts as a civil action, or in the discretion of the Mayor, refer collection to a collection agency.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2017.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date