

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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

Further, keep the following City Council Rules in mind:

**Rule 2.2      Open Forum**

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

**Rule 5.4      Public Testimony Regarding Legislative Agenda Items – Time Limits**

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JULY 17, 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 BRIEFING CENTER  
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 Council Briefing Center 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.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [jjackson@spokanecity.org](mailto:jjackson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources 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 Briefing Center Lower Level of City Hall)  
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |  |                                   |               |
|--|-----------------------------------|---------------|
| 1. Multiple Family Housing Property Tax Exemption Agreement with Caroline Yu for one multi-family building with 27 units located at 1310 West College Avenue.<br><b>Ali Brast</b>  | Approve                           | OPR 2017-0480 |
| 2. Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court for 2017—\$261,750 Revenue. An important outcome resulting from this Court is improved public safety.<br><b>Justin Bingham</b> | Approve                           | OPR 2017-0481 |
| 3. 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 |
| 4. 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 Briefing Center)**

**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 at the meeting.

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

# LEGISLATIVE AGENDA

## NO SPECIAL BUDGET ORDINANCES

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2017-0058 Approving indemnification of City employees Frank Straub, Kevin King, Robert Collins, Cory Lyons, and Scott Lesser in the Estate of Danny Cecil Jones, et al. v. City of Spokane, et al., USDC, Eastern District of Washington, Cause 2:16-cv-00325-JLQ and any judgment rendered against them in that lawsuit will be paid by the City of Spokane or its insurance carrier(s), with the possible exception of punitive damages.  
**Nate Odle**
- ORD C35506 Relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 of the Spokane Municipal Code. (Deferred from the June 12, 2017, Agenda)  
**Heather Trautman**
- ORD C35519 Relating to climate change, global warming, and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.  
**Council President Stuckart and Council Members Kinnear and Beggs**
- ORD C35520 Relating to the building code; amending SMC sections 17F.050.010, 17F.050.090 and 17F.050.200.  
**Dean Giles**
- ORD C35521 Amending Ordinance C-14765 vacating Rich Avenue, in the City of Spokane from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street.  
**Eldon Brown**
- ORD C35522 Creating the West Plains/Airport Area Public Development Authority and approving its charter and bylaws.  
**Council President Stuckart and Gavin Cooley**

## NO FIRST READING ORDINANCES

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## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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### **Motion to Approve Advance Agenda for July 17, 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 at the meeting.

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

## **ADJOURNMENT**

The July 17, 2017, Regular Legislative Session of the City Council is adjourned to July 24, 2017.

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## **NOTES**

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

07/17/2017

Date Rec'd

6/29/2017

Clerk's File #

OPR 2017-0480

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ALI BRAST 625-6638

Project #Contact E-Mail

ABRAST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4700 MULTI FAMILY HOUSING - 1310 WEST COLLEGE AVENUE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Caroline Yu for one multi-family building with 27 units located at 1310 West College Avenue, Parcel Number 35183.1916.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal ImpactBudget Account

Select \$

#

Select \$

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Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

WEST, JACQUE

Study SessionDivision Director

BECKER, KRIS

Other

PED 6/5/17

Finance

ORLOB, KIMBERLY

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htrautman@spokanecity.org

mhughes@spokanecity.org



**BRIEFING PAPER**  
**City of Spokane**  
**MFTE Incentive Program / PED**  
**June 5, 2017**

**Subject:**

A Multi-Family Tax Exemption Conditional Contract for 27 units in one building at 1310 W College.

**Purpose:**

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Caroline Yu for a project of 27 multi-family housing units at 1310 W College Ave. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

**Details:**

Caroline Yu

MFTE target area: Downtown

Qualifying parcel: 35183.1916

Units: 27 units

Average Sq Ft: 1,000 sqft

STA Routes: 1/2 Block from Route 21 and Bus Stop

Affordable: Market Rate

Projected Foregone Tax Revenue over 8 Years: \$158,938

**Project Area Map:**



For more information contact: Ali Brast, 509-625-6638, [abrast@spokanecity.org](mailto:abrast@spokanecity.org)  
Planning & Development Services Department

### Tax Abatement Information:

**Applicant's Appraisal Report uses a Market Value for the Land at \$659,000 and the Apartment Building at \$4,461,000**

Cedar Street Apartments	Average Unit MV	MV Project	Spokane '16 TCA10-15 Rate	Property Increase in value	City Tax Forgone
Applicant's estimated post construction Market Value (MV)	\$ 165,222	\$ 4,461,000			
2017 City's tax rate of 4.30			0.0043		
1% increase in property value over 8 yrs.				369,624	
Estimate City of Spokane tax not collected over 8 yrs.					158,938

Cedar Street Apartments					Spokane '17 TCA10-15	Spokane property tax not collected
# of Yrs.	Taxable Value	Annual increase	increase in value			
1	4,461,000	1%	44,610		0.0043	19,182
2	4,505,610	1%	45,056		0.0043	19,374
3	4,550,666	1%	45,507		0.0043	19,568
4	4,596,173	1%	45,962		0.0043	19,764
5	4,642,134	1%	46,421		0.0043	19,961
6	4,688,556	1%	46,886		0.0043	20,161
7	4,735,441	1%	47,354		0.0043	20,362
8	4,782,796	1%	47,828		0.0043	20,566
9	-	1%	-		0.0043	-
10	-	1%	-		0.0043	-
11	-	1%	-		0.0043	-
12	-	1%	-		0.0043	-
				369,624		158,938

### Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, [abrast@spokanecity.org](mailto:abrast@spokanecity.org)  
Planning & Development Services Department

**MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Yu & Chiang, LLC, as "Owner" whose business address is 718 West 18th Avenue, Spokane, WA 99203.

**WITNESSETH:**

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

JENKINS DP ADD W33FT LT 9 BLK 8 AND S1/2 VAC ALLEY N OF & ADJ TO, JENKINS D P ADD LT 8 BLK 8 AND S1/2 VAC ALLEY N OF & ADJ TO, JENKINS D P ADD E27FT OF LT 9 BLK 8 AND S1/2 VAC ALLEY N OF & ADJ TO, D. P. JENKINS ADD LTS 6-7 BLK 8 TOG W VAC ALLEY LYG N OF AND ADJ ALSO TOG W/ N1/2 VAC ALLEY LYG SLV & ADJ TO LTS 4 & 5 BLK 8

Assessor's Parcel Number(s) 35183.1908, .1906, .1907, & .1915, commonly known as 1310, 1318, & 1308 W College Avenue & 702 N Cedar Street.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; – NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or

demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 27 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 16<sup>th</sup> day of May, 2017

CITY OF SPOKANE

By: \_\_\_\_\_

Mayor, David A. Condon

Attest:

\_\_\_\_\_

City Clerk

Caroline Yu for Yu & Chiang, LLC

By: Caroline Yu

Its: member of Yu and Chiang LLC

Approved as to form:

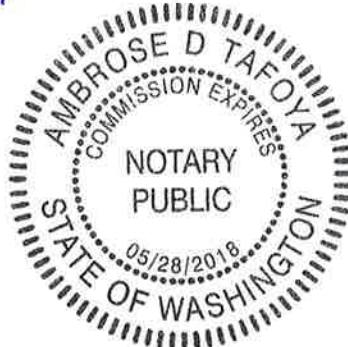
\_\_\_\_\_

Assistant City Attorney

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 16<sup>th</sup> day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16<sup>th</sup> day of May, 2017.





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

My commission expires 05/28/2018

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

My commission expires \_\_\_\_\_

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

07/17/2017

Date Rec'd

6/20/2017

Clerk's File #

OPR 2017-0481

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

JUSTIN BINGHAM 509-835-5994

Project #Contact E-Mail

JBINGHAM@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0500-2017 MENTAL HEALTH COURT INTERLOCAL

Agenda Wording

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court. An important outcome resulting from this Court is improved public safety.

Summary (Background)

The City and County work cooperatively to maintain a Mental Health Court for the City and County residents. This court has a District Court judge working part time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund county-wide sales tax provision.

Fiscal ImpactBudget Account

Revenue \$ 130,875.00

# 0500-19500-99999-31314

Revenue \$ 130,875.00

# 0700-19500-99999-31314

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WHALEY, HUNT

Study Session

7/10/17 Council Briefing

Division DirectorOther

6/19/17 PSC Briefing

Finance

ORLOB, KIMBERLY

Distribution ListLegal

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Additional Approvals

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Purchasing

gvasquez@spokanecounty.org

kknox@spokanecity.org

tkrzynski@spokanecounty.org

lhaskell@spokanecounty.org;

jfaught@spokanecity.org



BRIEFING PAPER  
City of Spokane  
City Legal-City Prosecutor's Office  
2017 Mental Health Court Interlocal  
June 19, 2017 1:30PM-PSC

---

Subject

Interlocal Agreement with Spokane County supporting prosecution and the public defense of defendants accepted into the joint City/County Mental Health Court.

Background

The City and County work cooperatively to maintain a Mental Health Court for City and County residents. This court has a District Court judge working part-time on City cases. It is staffed by a City prosecutor prosecuting City cases only and City and County public defenders representing the indigent. This Interlocal defines the prosecution and defense functions. The prosecution and defense positions are partially reimbursed by a non-general fund, county-wide sales tax provision.

Impact

- improved access for defendants to public mental health treatment services
- improved well-being of defendants, who are serviced by professional specialists
- prevents unnecessary incarceration of defendants with mental health issues

An important outcome resulting from this Court for the larger community is improved public safety.

Action

Recommendation of the Public Safety Committee for City Council approval of the 2017 Spokane Mental Health Court Interlocal Agreement (January 1, 2017 – December 31, 2017).

Funding

City funds for this interlocal agreement are available in the City's 2017 annual budget.

9b  
NO. 17 - 0547

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A 2017 )  
MENTAL HEALTH COURT INTERLOCAL )  
AGREEMENT AMONG SPOKANE )  
COUNTY, CITY OF SPOKANE, SPOKANE )  
COUNTY PROSECUTING ATTORNEY )  
AND SPOKANE COUNTY PUBLIC )  
DEFENDER )

**RESOLUTION**

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

**WHEREAS**, pursuant to RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to RCW 36.26.070, the Spokane County Public Defender must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the City of Spokane is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of

new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would **renew** the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2017 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with a 2017 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County, Washington, pursuant to the provisions of RCW 36.32.120(6) and RCW 82.14.460, that either the chairperson of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "*Mental Health Court Interlocal Agreement (January 1, 2017-December 31, 2017)*" pursuant to which Spokane County will make 2076 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 05-1163, Resolution No. 08-1071, and Resolution No. 13-0964 available to the Spokane County Prosecuting Attorney, Spokane County Public Defender, and City of Spokane in conjunction with an 2017 expanded Mental Health Court.

PASSED AND ADOPTED this 13th day of June, 2017.



ATTEST:  
Clerk of the Board

Ginna Vasquez  
Ginna Vasquez

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Al French  
AL FRENCH, Chair

Josh Kerns  
JOSH KERNS, Vice-Chair

Shelly O'Quinn  
SHELLY O'QUINN, Commissioner

## **MENTAL HEALTH COURT INTERLOCAL AGREEMENT**

(January 1, 2017 - December 31, 2017)

**THIS AGREEMENT** entered into among SPOKANE COUNTY, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "**COUNTY**," the CITY OF SPOKANE, a municipal corporation of the state of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "**CITY**," the SPOKANE COUNTY PROSECUTING ATTORNEY, an elective office of the County of Spokane, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane, Washington 99260, hereinafter referred to as "**PROSECUTOR**," and the SPOKANE COUNTY PUBLIC DEFENDER, an appointive position of the County of Spokane, having offices for the transaction of business at 1033 West Gardner Avenue, Spokane, Washington 99260-0280, hereinafter referred to as "**PUBLIC DEFENDER**," hereinafter individually referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**."

### **WITNESSETH:**

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

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

**WHEREAS**, pursuant to RCW 36.26.070, the PUBLIC DEFENDER must represent, without charge every indigent person who is or has been arrested or charged with a crime for which court appointed counsel for indigent defendants is required either under the Constitution of the United States or under the Constitution and laws of the state of Washington; and

**WHEREAS**, pursuant to the provisions of RCW 39.34.180, the CITY is responsible for the prosecution and representation of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and has appointed its own prosecutor and public defender; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the legislature authorized county legislative authorities without a vote of the electorate to fix and impose a sales and use tax of one tenth of one-percent of the selling price in the case of a sales tax, or the value of an article used, in the case of a use tax, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs. The Board of County Commissioners placed before the electorate of Spokane County an advisory ballot proposition concerning whether or not, consistent with the provisions of RCW 82.14.460, the Board of County Commissioners should fix and impose a sales and use tax. Consistent with the wishes of the voters expressed at the November 8, 2005, General Election, the Board of County Commissioners fixed and imposed a sales and use tax of one tenth of one-percent, the moneys collected there from to be used solely for the purpose of providing new or expanded chemical dependency or mental health treatment services

and for the operation of new or expanded therapeutic court programs. The Ordinance, adopted under Resolution No. 05-1163, took effect at 12:01 a.m. April 1, 2006, and automatically expired on midnight March 31, 2009; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on December 2, 2008, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year time frame commencing April 1, 2009, and terminating March 31, 2014, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 08-1071; and

**WHEREAS**, pursuant to the provisions of RCW 82.14.460, the Board of County Commissioners held a public hearing on October 22, 2013, to consider public testimony and take action on a proposed Ordinance which would *renew* the imposition of an additional one-tenth of one percent sales and use tax in Spokane County for a five (5) year nine (9) month time frame commencing April 1, 2014, and terminating December 31, 2019, to fund new or expanded chemical dependency or mental health treatment services and for the operation of new or expanded therapeutic court programs and after considering such testimony enacted said ordinance under Resolution No. 13-0964; and

**WHEREAS**, the COUNTY is desirous of making 2017 revenues generated from the one tenth of one-percent mental health sales and use tax imposed under Resolution No. 13-0964 available to the PARTIES in conjunction with an 2017 expanded Mental Health Court; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two (2) or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, for and in consideration of the mutual promises set forth hereinafter the PARTIES agree as follows:

**SECTION NO. 1:    PURPOSE.**

The purpose of this Agreement is to set forth the terms under which the PARTIES will cooperatively participate in the Mental Health Court with moneys made available by the COUNTY through the Regional Support Network (RSN) solely from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolutions No. 13-0964.

**SECTION NO. 2:    TERM.**

This Agreement shall begin on January 1, 2017, and continue until December 31, 2017.

The CITY, PROSECUTOR or PUBLIC DEFENDER may terminate this Agreement at any time upon ninety (90) days written notice to each of the other PARTIES. PROVIDED, however, in the

event of such termination, the CITY, at the sole option of the PUBLIC DEFENDER, will continue to provide defense services through December 31, 2017, for any individual who has been accepted into and remains in the Mental Health Court and who the CITY represented on behalf of the PUBLIC DEFENDER prior to the Notice of Termination. Provided, after the date of Notice of Termination the City Public Defender is not obligated to provide defense services for any individual who has not been accepted into the Mental Health Court as of the date of such Notice of Termination.

The PARTIES recognize that funding for the Agreement will come **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No.13-0964. If for any reason whatsoever the legislation authorizing the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 is found unlawful or unconstitutional, this Agreement shall automatically terminate. Upon such occurrence, the COUNTY shall have no obligation of any kind or nature to fund positions and related maintenance and operation expenses (hereinafter referred to as "M&O) provided for under this Agreement. The COUNTY shall give the PARTIES advance notice of any lawsuit challenging the lawfulness of the legislation authorizing the mental health one-tenth of one percent sales and use tax or Spokane County Resolution No. 13-0964. Provided further, the COUNTY reserves the right to reduce its funding under this Agreement to any PARTY in the event the revenues generated from the one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 are less than those projected. Any such reduction will be will be allocated to the PARTIES in the same percentage as the reduction in revenues. For example, if revenues are down three (3) percent from what was projected in the 2017 1/10<sup>th</sup> of 1% sales and use tax enacted under Spokane County Resolution No. 13-0964 budget, all PARTIES funding will be reduced three (3) percent from what was granted under this Agreement. In such circumstance, the COUNTY agrees to give the PARTIES thirty (30) days advance notice of any reduction in funding.

Forty-five (45) days prior to the end of the term of this Agreement, in the event it is not renewed, the PARTIES will meet to determine the transition of individuals represented by City Public Defender on behalf of the PUBLIC DEFENDER back to the PUBLIC DEFENDER.

### **SECTION NO. 3:    RESPONSIBILITIES OF PARTIES**

#### **A.    FUNCTIONS OF THE CITY WITH RESPECT TO THE COURT.**

For the purpose of this Section, the functions to be performed by the City Prosecutor, City Public Defender and others with respect to the Mental Health Court shall include the following:

- 1)    City Presiding Judge:
  - Receiving motions from the CITY for transfer of an existing Municipal Court case to the Mental Health Court,

- Participating with the City's Mental Health Court Prosecutor and City Public Defender in determining who should be referred to participate in Mental Health Court, and
  - Executing the order of transfer from the Municipal Court to the Mental Health Court.
- 2) City Prosecutor:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Prosecuting those individuals who are accepted into and remain in the Mental Health Court, and
  - Representing the interests only of the CITY in conjunction with the Mental Health Court.
- 3) City Public Defender:
- Participating in the Mental Health Court process in determining who should be accepted to participate in Mental Health Court,
  - Representing the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**B. CITY:**

- 1) Employ and house an Assistant City Prosecutor and necessary staff to be assigned to the Mental Health Court. The City Prosecutor and staff shall represent **ONLY** the interests of the City in conjunction with the Mental Health Court. The Assistant City Prosecutor will work with the PROSECUTOR to cross deputize deputies to facilitate Mental Health Court proceedings.
- 2) Employ and house one (1) City Public Defender and necessary staff to be assigned solely to the Mental Health Court. The City Public Defender and staff shall represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court as well as indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) Specially authorize as provided by law that Assistant Public Defender hired by the PUBLIC DEFENDER under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the PUBLIC DEFENDER is required to represent so that if needed he/she can also represent the interests of indigents which the CITY is required to represent in conjunction with the Mental Health Court.

**C. PROSECUTOR:**

- 1) Employ and house County Prosecutor(s) and necessary staff to be assigned to the Mental Health Court. The County Prosecutor and necessary staff shall represent the interests ONLY of the State and County in conjunction with the Mental Health Court. The PROSECUTOR will work with the City Prosecutor to cross deputize deputies to facilitate Mental Health Court proceedings.

**D. PUBLIC DEFENDER:**

- 1) Employ and house one (1) County Public Defender to be assigned solely to the Mental Health Court. The County Public Defender shall represent the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 2) Specially authorize as provided by law that Assistant Public Defender hired by the CITY under the terms of this Agreement and assigned solely to the Mental Health Court to represent the interests of indigents which the CITY is required to represent so that if needed he/she can also represents the interests of indigents which the PUBLIC DEFENDER is required to represent in conjunction with the Mental Health Court.
- 3) If a client has both CITY and COUNTY cases, the PUBLIC DEFENDER shall handle all files (both CITY and COUNTY) for the individual defendant as the City Public Defender and the County PUBLIC DEFENDER agree are in the best interests of the defendant.

**E. COUNTY:**

- 1) Provide funding through the RSN **solely** from revenues generated from the mental health one-tenth of one percent sales and use tax enacted under Spokane County Resolution No. 13-0964 for those positions hired by the CITY, PROSECUTOR or PUBLIC DEFENDER under the terms of this Agreement. The funding for such positions is more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference.

**F. LIMITED RESOURCES / COOPERATION:**

- 1) The PARTIES agree to work together in a cooperative manner for the success of the Mental Health Court recognizing that neither the Spokane County District Court nor the City of Spokane Municipal Court is a PARTY to this Agreement.
- 2) The PARTIES acknowledge that this Agreement covers only certain aspects of the full potential of the enabling state law and COUNTY ordinances relating to the funding of dedicated attorneys for the Mental Health Court. RCW 82.14.460 and the implementing COUNTY ordinance set forth how the revenues generated from the sales and use tax can be expended.



- 3) The COUNTY agrees to share with the PARTIES any new or expanded programs affecting the scope of the Mental Health Court and its current allocated resources/funds prior to implementation and afford the PARTIES an opportunity to provide input.

#### **SECTION NO. 4:    COMPENSATION**

The COUNTY through the Regional Support Network (RSN) shall reimburse the CITY, PROSECUTOR, and PUBLIC DEFENDER on a quarterly basis for expenditures any PARTY incurs as provided for in Attachment “A”.

The CITY shall send all requests for reimbursement for the City as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PROSECUTOR shall send all requests for reimbursement for the Prosecutor as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

The PUBLIC DEFENDER shall send all requests for reimbursement for the Public Defender as set forth in Attachment “A” to the County Regional Support Network (RSN) at 312 West 8<sup>th</sup> Avenue, Spokane, Washington 99204 directed to the attention of the Finance Manager.

All requests for reimbursement by the CITY, PROSECUTOR, or PUBLIC DEFENDER shall include a certification that the reimbursement requested was solely for expenditures by the PARTY to meet its responsibilities in Section No. 3. Reimbursement by the County RSN to the CITY, PROSECUTOR, or PUBLIC DEFENDER shall normally be made within fourteen (14) calendar days of the receipt of a reimbursement request. Under no circumstance will the County RSN reimburse any PARTY in excess of that amount set forth in Attachment “A”.

#### **SECTION NO. 5:    AGREEMENT TO BE FILED**

The CITY shall file this Agreement with its City Clerk. The COUNTY will place the Agreement on its WEB site.

#### **SECTION NO. 6:    MAINTENANCE OF RECORDS**

The CITY shall make available to the COUNTY or the Washington State Auditor, or their duly authorized representatives, at any time during their normal operating hour and consistent with any applicable Rules of Professional Conduct, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement and which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding its obligations under the terms of this Agreement.

## **SECTION NO. 7:    ADMINISTRATION**

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

## **SECTION NO. 8:    PROPERTY UPON TERMINATION**

Title to all personal property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement.

## **SECTION NO. 9:    LIABILITY**

For the purpose of this Section, the terminology "CITY" shall include the City Public Defender and City Prosecutor. The terminology "COUNTY" shall include the PROSECUTOR and PUBLIC DEFENDER.

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

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

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

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

Each PARTY's duty to indemnify shall survive the termination or expiration of the Agreement.

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

## **SECTION NO. 10:    NOTICES**

All notices shall be in writing and served either personally or by certified mail, return receipt requested, to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

COUNTY: Chief Executive Officer or his/her authorized representative  
1116 West Broadway Avenue  
Spokane, Washington 99260

Copy: County Regional Support Network  
312 W. 8<sup>th</sup> Avenue  
Spokane, Washington 99204

CITY: City Administrator or his/her authorized representative  
City Hall, Seventh Floor  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3303

Copies: City Public Defender  
824 North Monroe Street  
Spokane, Washington 99201

City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

PROSECUTOR: Spokane County Prosecuting Attorney  
1100 West Mallon Avenue  
Spokane, Washington 99260

PUBLIC DEFENDER: Spokane County Public Defender  
1033 West Gardner Avenue  
Gardner Court Building  
Spokane, Washington 99260

#### **SECTION NO. 11: INSURANCE**

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance noted below:

- (1) Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- (2) General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It

shall include contractual liability coverage for the indemnity provided under this Agreement;

- (3) Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- (4) Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the CITY or its insurer(s) to the COUNTY.

Written evidence of insurance shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY. As evidence of the insurance coverages required by this Agreement, the CITY shall furnish written evidence of acceptable insurance to the COUNTY at the time it returns the signed Agreement. If requested, complete copies of insurance policies shall be provided to the COUNTY. The CITY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. The CITY shall not receive any funds through the RSN until a Certificate of Insurance, meeting the requirements set forth herein has been approved by the Spokane County Risk Management Department and filed with the County department(s) with whom the Agreement is executed.

#### **SECTION NO. 12: NON-WAIVER**

No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.

#### **SECTION NO. 13: HEADINGS**

Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.

#### **SECTION NO. 14: ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.

#### **SECTION NO. 15: MODIFICATION**

No modifications or amendments to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

**SECTION NO. 16: ASSIGNMENT**

No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.

**SECTION NO. 17: SEVERABILITY**

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

**SECTION NO. 18: COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

**SECTION NO. 19: NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

**SECTION NO. 20: VENUE STIPULATION**

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**SECTION NO. 21: COUNTERPARTS**

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

**SECTION NO. 22: CHAPTER 39.34 RCW REQUIRED CLAUSES**

A. Purpose. See Section No. 1 above.

B. Duration. See Section No. 2 above.

- C. Organization of Separate Entity and Its Powers. See Section No. 6 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. See Section No. 4 above.
- F. Financing. See Section 3 above.
- G. Termination. See Section No. 2 above.
- H. Property upon Termination. See Section No. 7 above.

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

DATED: \_\_\_\_\_

\_\_\_\_\_  
AL FRENCH, Chair

ATTEST:

\_\_\_\_\_  
JOSH KERNS, Vice Chair

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
SHELLY O'QUINN, Commissioner

DATED: \_\_\_\_\_

CITY OF SPOKANE:

Attest:

By: \_\_\_\_\_  
Mayor

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

Approved as to form:

Assistant City Attorney

DATED: \_\_\_\_\_

SPOKANE COUNTY PROSECUTING  
ATTORNEY

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

DATED: \_\_\_\_\_

SPOKANE COUNTY PUBLIC DEFENDER

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title)

Approved:

CITY OF SPOKANE MUNICIPAL COURT

\_\_\_\_\_  
Michelle D. Szambelan, Presiding Judge

CITY PUBLIC DEFENDER

\_\_\_\_\_  
Katherine Knox

CITY PROSECUTOR

\_\_\_\_\_  
Justin Bingham

2017  
ATTACHMENT “A”

<b>PARTY</b>	<b>COUNTY FUNDING FROM MENTAL HEALTH TAX</b>	<b>FUNDING TO BE USED FOR</b>
CITY	\$261,750	City may use this money for Prosecutor/Support Staff/M&O, City Public Defender/Support Staff/M&O, or any other item consistent with RCW 82.14.460.
COUNTY PROSECUTOR	\$163,000	County Prosecutor/Support Staff/M&O
COUNTY PUBLIC DEFENDER	\$246,400	County Public Defender/Support Staff/M&O





BUDGET OFFICE • BOB WRIGLEY, CHIEF BUDGET OFFICER

Date: September 28, 2016

Subject: 2017 Mental Health Sales Tax Budget

The following is the 2017 Mental Health Sales Tax budget:

Revenue	\$9,500,000
Expenditures:	
City of Spokane	\$ 261,750
50	
District Court Mental Health Therapeutic Court	\$ 575,000
Superior Court-Adult Felony Therapeutic Courts	\$ 676,000
County Public Defender and Prosecutor Support Of District and Superior Therapeutic Courts:	
County Public Defender	\$ 246,400
County Prosecutor	\$ 163,000
Detention Services Mental Health & Substance Abuse Services	\$ 299,440
SC Behavioral Health Organization	\$7,278,410

The budget anticipates an increase in sales tax revenues in 2017 over the 2016 budgeted amount. If revenues come in less than projected, there may have to be reductions in the levels of funding provided.

The emphasis is still on providing services to clients and not over committing resources. The Public Defender and Prosecutor amounts for the support of both the District and Superior Therapeutic Courts have been combined. This will give department management greater flexibility in the use of these dollars for the support of these courts.

Each entity is responsible for insuring money allocated to them is spent in support of allowable activities.

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

07/17/2017

Date Rec'd

6/7/2017

Clerk's File #

RES 2017-0058

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

NATE ODLE 625-6288

Project #Contact E-Mail

NODLE@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0500 INDEMNIFICATION RESOLUTION

Agenda Wording

A resolution approving indemnification of City employees named as defendants in the Estate of Danny Cecil Jones, et al. v. City of Spokane, et al., USDC, Eastern District of Washington, Cause 2:16-cv-00325-JLQ.

Summary (Background)

F. Straub (former employee), K. King, R. Collins, C. Lyons, and S. Lesser (current employees) are named defendants in the above-referenced lawsuit. The allegations relate to the good faith performance of these employees' duties for the City of Spokane. The resolution provides for the defense of these individuals and any judgment rendered against them will be paid by the City or its insurance carrier(s). A determination of indemnity for punitive damages shall be made if such damages are awarded.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

PICCOLO, MIKE

Study Session

7/10/17

Division DirectorOtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

nodle@spokanecity.org

For the Mayor

SANDERS, THERESA

jasampson@spokanecity.org

Additional Approvals

james.scott@ascrisk.com

Purchasing

tdunivant@spokanecity.org

Resolution Approving Indemnification  
and  
Defense of Employees of City of Spokane

WHEREAS, the City of Spokane has provided for defense and indemnification of employees of the City of Spokane who are sued in the good faith performance of their duties pursuant to SMC 3.07.200; and

WHEREAS, THE ESTATE OF DANNY CECIL JONES, by the Personal Representative Nancy Ann Jones; NANCY JONES, individually and as next friend to A.J. and H.J., the minor children of Danny C. Jones; DYLAN JONES; DANNY CHARLES JONES; and DEBORAH JONES have sued FRANK STRAUB; KEVIN KING; ROBERT COLLINS; COREY [sic] LYONS; and SCOTT LESSER in Spokane Superior Court, Cause No. 16-2-03230-8 subsequently removed to the United States District Court, Eastern District, Cause No. 2:16-cv-00325-JLQ; and

WHEREAS, at all times relevant, Frank Straub, Kevin King, Robert Collins, Cory Lyons, and Scott Lesser were employees of the City of Spokane; and

WHEREAS, all allegations made in the referenced lawsuit have to do with conduct while performing or in good faith purporting to perform their official duties and occurring solely because of the performance Frank Straub's, Kevin King's, Robert Collins's, Cory Lyons's, and Scott Lesser's duties for the City of Spokane; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that Frank Straub, Kevin King, Robert Collins, Cory Lyons, and Scott Lesser shall be defended by attorneys for the City of Spokane in connection with the matters identified above and any judgment rendered against them in that lawsuit will be paid by the City of Spokane or its insurance carrier(s), with the possible exception of punitive damages. Applicable law limits prospective indemnification for punitive damage awards. The City Council of the City of Spokane may agree to indemnify an award for punitive damages if and when such award is made at trial or other proceeding.

Adopted \_\_\_\_\_, 2017.

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

Approved as to form:

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

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

07/17/2017

<u>Date Rec'd</u>	5/15/2017
<u>Clerk's File #</u>	ORD C35506
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
<u>Contact Name/Phone</u>	HEATHER 625-6854 TRAUTMAN
<u>Contact E-Mail</u>	HTRAUTMAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Final Reading Ordinance
<u>Agenda Item Name</u>	1200 IMPOUNDMENT OF UNAUTHORIZED VEHICLES

Agenda Wording

Adding a new section SMC 16A.61.577 for the Impoundment of Unauthorized Vehicles on Public Property.

Summary (Background)

Adding a new section defining a public impound on public property, listing of time restrictions authorized by RCW 46.55 subject of vehicle impoundment, designation of a public towing official under RCW 46.55.080(1) and the procedures outlined in RCW 46.55 for vehicle impoundment.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	Public Safety 5/15/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mmuramatsu@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mpiccolo@spokanecity.org	
<u>Additional Approvals</u>		tszambelan@spokanecity.org	
<u>Purchasing</u>		cmeidl@spokanepolice.org	
		jmallahan@spokanecity.org	

## ORDINANCE NO. C35506

AN ORDINANCE relating to the impoundment of abandoned or unauthorized vehicles; adopting a new section 16A.61.577 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 16A.61.577 SMC to read as follows:

### **16A.61.577 Impoundment of Unauthorized Vehicles on Public Property**

#### **A. Definitions**

1. "Impound" means to take and hold a vehicle in legal custody. There are two types of impounds—public and private.
2. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
3. "Public Property" means any street, road, public highway or other publicly owned property.
4. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
  - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113
  - b. On a highway and tagged as described in RCW 46.55.085
  - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070
  - d. In violation of any of the restrictions subject to vehicle impoundment under Chapter 16A.61 SMC.

B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (4)(a) through (4)(c) above, or is in violation of any of the restrictions subject to vehicle impoundment set forth in section (4)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.

C. In addition to law enforcement officers, the Director of the Office of Neighborhood Services and Code Enforcement, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.

D. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.

PASSED by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

BRIEFING PAPER  
City of Spokane  
Public Safety Committee  
Date May 15, 2017

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Subject

Proposal to amend SMC 16A.61 and add a section under 16A.61.577 Impoundment of Unauthorized Vehicles on Public Property, to create a public towing official.

Background

Currently duties in the impoundment of vehicles are assigned to the Spokane Police Department, specifically the Neighborhood Resource Officers. There are significant and critical services that NRO's perform in the neighborhoods in addition to the impound duties, and public safety is the highest priority.

The current process of complaint, investigation and notice to vehicle owners regarding abandoned and junk vehicle is undertaken through a consolidated intake. This process received 1,500 complaints in 2016 that resulted in 564 vehicles being referred to SPD for impoundment by a towing company. An impoundment occurs after warnings and attempts to notify the vehicle owner by Code Enforcement staff have failed. In addition, vehicle owners with 4 or more unpaid parking citations in collections that have received a late notice, a pre-collection notice, a collection notice and scoff law notice are eligible for impoundment. These vehicles are subject to booting and impoundment after a last opportunity to pay the parking citations does not occur within two business days of the placement of a boot.

The City Legal Department has reviewed the applicable sections of the Revised Code of Washington 46.55 regarding authorities for impounds. The proposed ordinance amendment would ameliorate capacity of the NRO's through the designation of an additional towing authority of the Director of the Office of Neighborhood Services and Code Enforcement (including the Parking Program) under a reference to "public official" under RCW 46.55.080(1) which vehicles are in violation of any time restrictions of RCW 46.55.010(14) if the vehicle is on public property.

Impact

The consolidation of process leading to impoundment could result in the assignment of impoundment duties to Code Enforcement and Parking staff, doubling of resources to address abandoned vehicles, junk vehicles, scoff law

vehicles and be of assistance for other impounds. In addition, impounds could be completed more quickly and closely to the voluntary compliance efforts. This proposal also allows for the Code Enforcement and parking staff, which also receive limited commissions from the SPD, to remove vehicles freeing NRO's to address higher priority calls for service.

#### Funding

No additional funding at this time would be required. Equipment, training and towing services would be accommodated within the current budget.

#### Action

Submit the proposed ordinance amendment to City Council for a hearing on June 5<sup>th</sup>.



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

07/10/2017

Date Rec'd	6/26/2017
Clerk's File #	ORD C35519
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 CLIMATE CHANGE, GLOBAL WARMING & SUSTAINABILITY ACTION PLAN		

Agenda Wording

AN ORDINANCE relating to climate change, global warming, and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.

Summary (Background)

This ordinance will acknowledge the fact of anthropogenic climate change, and reaffirms the City's commitment to local, state, national, and global climate change mitigation efforts. The ordinance will codify the City of Spokane's greenhouse gas emissions (GHG) reduction goal: - 30% below the 2005 baseline level by the year 2030 and align the City of Spokane's GHG reduction goals with Washington state's reduction goals.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Works
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	colsen@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	amcdaniel@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance will also codify the Sustainability Action Plan as the binding framework, going forward, for implementing City efforts related to climate change mitigation and adaptation, and energy security.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


## **ORDINANCE NO. C35519**

AN ORDINANCE relating to climate change, global warming, and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.

**WHEREAS**, The Intergovernmental Panel on Climate Change ("IPCC") is a body jointly established in 1988 by the World Meteorological Organization ("WMO") and the United Nations Environment Programme ("UNEP"), and has provided the most authoritative and objective scientific and technical assessments in the field of climate change since 1990, and its reports have become standard works of reference on the issue of climate change; and

**WHEREAS**, according to the IPCC's 2014 Climate Change Report, "human influence on the climate system is clear and growing, with impacts observed across all continents and oceans. Many of the observed changes since the 1950s are unprecedented over decades to millennia. The IPCC is now 95 percent certain that humans are the main cause of current global warming. . . . the more human activities disrupt the climate, the greater the risks of severe, pervasive and irreversible impacts for people and ecosystems, and long-lasting changes in all components of the climate system."; and

**WHEREAS**, the overwhelming scientific evidence clearly shows that our planet's climate is changing, that our planet is heating up, and that humans have, and are, contributing significantly to climate change; and

**WHEREAS**, as the result of the Mayor's Task Force on Sustainability produced the City's Sustainability Action Plan in 2009, which was intended to contribute to the implementation of City Council Resolution 07-09 (Quality of Life Initiative); and

**WHEREAS**, the City of Spokane, on February 1, 2007, also signed the U.S. Mayors Climate Protection Agreement, set greenhouse gas reduction goals for the City of Spokane via City Council Resolution 2010-0038 (June 28, 2010), and has been a member of the U.S. Green Building Council; and

**WHEREAS**, the City of Spokane issued \$200 million in Water Wastewater Utility "green" bonds to improve the health of the Spokane River, protect the aquifer that provides Spokane residents with their drinking water, promote efficient energy use by updating and maintaining distribution and treatment systems, and enable resilience in anticipation of climate change and population growth; and

**WHEREAS**, the City of Spokane has reduced its energy consumption and have achieved net zero energy consumption by converting the City's garbage fleet from diesel to compressed natural gas, requiring vehicles to be more fuel efficient than the

vehicles they replace, adopting sustainable public building standards, and completing energy-efficient upgrades throughout city facilities and operations; and

**WHEREAS**, the City of Spokane will not ignore the clear and overwhelming scientific consensus that climate change is occurring and that human activities are causing it; and

**WHEREAS**, the City of Spokane has the responsibility and the authority to implement planning and regulations to ensure the health of its people and its environment, including whatever efforts are needed and available at the municipal level to mitigate the effects of climate change in Spokane; and

**WHEREAS**, the City of Spokane is committed to leading regionally and nationally in climate mitigation, sustainable infrastructure, and energy security;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Title 15 of the Spokane Municipal Code is renamed “Environmental Protection.”

Section 2. That there is adopted a new chapter 15.05 of the Spokane Municipal Code to read as follows:

**Chapter 15.05 Climate Change**

**Section 15.05.010 Acknowledgement of Climate Change and Global Warming**

- A. It is the official policy of the City of Spokane to acknowledge and recognize the overwhelming scientific evidence of human-caused global warming and climate change. The City of Spokane acknowledges the rise in the global average temperature near the Earth’s surface and the central role humans play in causing recent climate change through the release of carbon dioxide and other greenhouse gases into the atmosphere.
- B. It is the official policy of the City of Spokane to incorporate strategies, both with respect to the City’s own actions and the actions of those within the City limits, to reduce Spokane’s carbon footprint and support local, state, and national efforts to limit the release of greenhouse gases into the atmosphere, incentivize the local development of a clean energy economy, and meet the commitments outlined in the Paris Climate Agreement.

**Section 15.05.020 Greenhouse Gas Emissions Reduction Goals**

- A. It is the goal of the City of Spokane to reduce greenhouse gas emissions (GHG) in the city of Spokane by at least thirty percent (30%) below the 2005 baseline level by the year 2030.

- B. It is the intent of the City Council to keep the City of Spokane's Greenhouse Gas Emissions Reduction Goals aligned with the Washington state's greenhouse gas reduction goals.

**Section 15.05.030 Sustainability Action Plan**

The City shall utilize the City of Spokane Sustainability Action Plan as the framework for developing and implementing the City's efforts related to climate change mitigation, climate change adaptation, and energy security.

PASSED by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

07/10/2017

Date Rec'd

6/20/2017

Clerk's File #

ORD C35520

Renews #

Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #

Contact Name/Phone

DEAN GILES 625-6121

Project #

Contact E-Mail

DGILES@SPOKANECITY.ORG

Bid #

Agenda Item Type

First Reading Ordinance

Requisition #

Agenda Item Name

4700 - REVISION OF SPOKANE MUNICIPAL CODE TITLE 17F

Agenda Wording

Ordinance to revise portions of the Spokane Municipal Code Title 17F, due to State adoption of 2017 National Electrical Code and State Amendments (WAC 296-43B), and to correct inaccurate references.

Summary (Background)

These changes are necessary due to the State adoption of the 2017 edition of the National Electrical Code, and to correct inaccurate references.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

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Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

KEY, LISA

Other

PED 07/03/17

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

sbishop@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

dgiles@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

jmallahan@spokanecity.org

jhappy@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Sections revised are: SMC 17F.050.010, 17F.050.090, 17F.050.140, 17F.050.190 and 17F.050.200.

Summary (Background)

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


## ORDINANCE NO. C35520

An ordinance relating to the building code; amending SMC sections 17F.050.010, 17F.050.090 and 17F.050.200

The City of Spokane does ordain:

Section 1. That section 17F.050.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 17F.050.010 Adoption of the National Electrical Code**

- A. The National Electrical Code, ~~2014-2017~~ Edition, as published by the National Fire Protection Association, is the electrical code for the City.
- B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296-46B-907, WAC 296-46B-908, WAC 296-46B-911, and WAC 296-46B- 911) are adopted as amendments and interpretations of the National Electrical Code.
- C. Persons doing electrical work are also required to comply with the state electrical installations laws.
- D. The National Electrical Code is further modified by the local amendments as provided in this chapter.

Section 2. That section 17F.050.090 of the Spokane Municipal Code is amended to read as follows:

### **Section 17F.050.090 Installation of Residential Service Entrance**

- A. The service entrance conductors for a new single-family dwelling having five hundred square feet or more of habitable space must be installed in a raceway of not less than two-inch trade size which terminates in a two-hundred amp cabinet or panel containing a two-hundred amp main breaker or set of fuses. The conductors must be approved for carrying two hundred amperes. ~~Allowable ampacities of insulated conductors are as set forth in Table 310- 15(b)(6) and Tables 310-16 through 310-21 of the National Electrical Code.~~
- B. The service entrance cable for a new dwelling having less than five hundred square feet of habitable space or for rewiring an existing dwelling of any size may be installed either by the method provided in subsection (A) of this section or as exposed wiring on the exterior of the building, in accordance with the National Electrical Code.



- C. Section 3. That section 17F.050.140 of the Spokane Municipal Code is amended to read as follows:

#### **Section 17F.050.140 Unapproved Work**

- A. Whenever the inspector finds materials used or work performed which does not conform to this code, the inspector rejects the work and orders the permittee, in person or by phone, and later in writing if requested, to make all corrections in materials and workmanship necessary to satisfy this code within fifteen days, or within such longer time as the inspector may grant for good cause, unless the permittee timely appeals to the hearing officer.
- B. Whenever the inspector finds any electric wiring, apparatus or fixture:
1. being used or maintained in a dangerous or unsafe condition; or
  2. being installed, altered, or extended without a proper permit or by an unauthorized person;

~~the inspector notifies the building official. The building official inspector gives~~ written notice to the owners of the premises to take corrective action in a specified time.

- Section 4. That section 17F.050.190 of the Spokane Municipal Code is amended to read as follows:

#### **Section 17F.050.190 Functions of Electrical Inspector**

The electrical inspector has responsibility to:

- ~~A. process applications for electrical permits;~~
- 
- ~~B. review and approve plans and diagrams;~~
- 
- ~~C. A. conduct inspections of installation and equipment;~~
- ~~D. Make and promulgate rules, regulations and interpretations of the electrical code;~~
- 
- ~~E. B. initiate proceedings, including prosecutions, to enforce the electrical code;~~
- ~~F. maintain records of permits issued and of all other administrative activities under the electrical code.~~

Section 5. That section 17F.050.200 of the Spokane Municipal Code is amended to read as follows:

**17F.050.200 Hearing Officer**

The hearing officer has jurisdiction over appeals pertaining to the electrical code as provided in ~~SMC 4.06.070~~ SMC 17G.050.070.

PASSED by the City Council on\_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
<b>CODE SECTION NEEDING REVISION</b> (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.010	
<b>RECOMMENDED CHANGES TO CODE SECTION</b> (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
Update language to adopt the current version of the Electrical Code, and to correct a WAC reference. The State Electrical Code is WAC 296-46B.	
<a href="#">Title 17F</a> Construction Standards <a href="#">Chapter 17F.050</a> Electrical Code	
<a href="#">Section 17F.050.010</a> Adoption of the National Electrical Code	
<p>A. The National Electrical Code, <del>2014</del><u>2017</u> Edition, as published by the National Fire Protection Association, is the electrical code for the City.</p> <p>B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296-46B-907, WAC 296-46B-908, WAC 296-46B-<del>911</del><u>909</u>, and WAC 296-46B-911) are adopted as amendments and interpretations of the National Electrical Code.</p> <p>C. Persons doing electrical work are also required to comply with the state electrical installations laws.</p> <p>D. The National Electrical Code is further modified by the local amendments as provided in this chapter. Date</p>	
Passed: Monday, July 14, 2014	
Effective Date: Thursday, August 28, 2014 ORD C35117 Section 2	
<b>EXPLANATION FOR WHY CHANGE IS RECOMMENDED</b>	
<p>The State adopted the 2017 edition of the NEC effective on July 1, 2017.</p> <p>The current language references subsection 911 twice. The first reference was intended to be section 909 which deals with misc State fees.</p> <p>The State sets fees for miscellaneous electrical inspection, licensing, and permitting: WAC 296-46B-906 Inspection fees (addressed in SMC 08.02.032).</p> <p>WAC 296-46B-907 Provisional permits (addressed in SMC 17F.050.020). WAC 296-46B-908 Class B permits. (addressed in SMC 17F.050.020).</p> <p><u>WAC 296-46B-909 Electrical/telecommunications contractor's license, administrator certificate and examination, master electrician certificate and examination, electrician certificate and examination, copy, and miscellaneous fees.</u> (These are State administered fees; the City of Spokane does not have regulatory authority).</p> <p>WAC 296-46B-911 Electrical testing laboratory and engineer accreditation fees. (These are State administered fees; the City of Spokane does not have regulatory authority).</p>	

# CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
<b>CODE SECTION NEEDING REVISION</b> (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.090	
<b>RECOMMENDED CHANGES TO CODE SECTION</b> (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
<p>Recommending the deletion of redundant reference.</p> <p><a href="#">Title 17F</a> Construction Standards <a href="#">Chapter 17F.050</a> Electrical Code</p> <p><a href="#">Section 17F.050.090</a> Installation of Residential Service Entrance</p> <p>A. The service entrance conductors for a new single-family dwelling having five hundred square feet or more of habitable space must be installed in a raceway of not less than two-inch trade size which terminates in a two-hundred amp cabinet or panel containing a two-hundred amp main breaker or set of fuses. The conductors must be approved for carrying two hundred amperes. <del>Allowable ampacities of insulated conductors are as set forth in Table 310-15(b)(6) and Tables 310-16 through 310-21 of the National Electrical Code.</del></p> <p>B. The service entrance cable for a new dwelling having less than five hundred square feet of habitable space or for rewiring an existing dwelling of any size may be installed either by the method provided in subsection (A) of this section or as exposed wiring on the exterior of the building, in accordance with the National Electrical Code.</p> <p>Date Passed: Monday, February 28, 2005</p> <p>Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4</p>	
<b>EXPLANATION FOR WHY CHANGE IS RECOMMENDED</b>	
<p>Instead of updating the reference to the correct Table numbers, it makes sense to delete the reference entirely.</p> <p>The allowable ampacity of insulated conductors is found in the NEC; the specific Table number does not need to be listed in this SMC Section. This number can change each code cycle, requiring ongoing updates to this SMC section.</p>	

# CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
<b>CODE SECTION NEEDING REVISION</b> (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.140	
<b>RECOMMENDED CHANGES TO CODE SECTION</b> (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
Recommending the correction of a SMC reference.	
Title 17F Construction Standards Chapter 17F.050 Electrical Code Section 17F.050.140 Unapproved Work	
<p>A. Whenever the inspector finds materials used or work performed which does not conform to this code, the inspector rejects the work and orders the permittee, in person or by phone, and later in writing if requested, to make all corrections in materials and workmanship necessary to satisfy this code within fifteen days, or within such longer time as the inspector may grant for good cause, unless the permittee timely appeals to the hearing officer.</p> <p>B. Whenever the inspector finds any electric wiring, apparatus or fixture:</p> <ol style="list-style-type: none"><li>1. being used or maintained in a dangerous or unsafe condition; or</li><li>2. being installed, altered, or extended without a proper permit or by an unauthorized person;</li></ol> <p><del>the inspector notifies the building official. The building official</del> <u>inspector</u> gives written notice to the owners of the premises to take corrective action in a specified time.</p>	
Date Passed: Monday, February 28, 2005	
Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4	
<b>EXPLANATION FOR WHY CHANGE IS RECOMMENDED</b>	
Electrical inspectors may issue a Notice of Violation directly, and do not need to involve the Building Official.	

# CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
<b>CODE SECTION NEEDING REVISION</b> <i>(LIST SPECIFIC CODE SECTIONS)</i>	
SMC 17F.050.190	
<b>RECOMMENDED CHANGES TO CODE SECTION</b> <i>(BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)</i>	
Recommending the correction of inaccuracies.	
<p><b>Title 17F</b> Construction Standards <b>Chapter 17F.050</b> Electrical Code</p> <p><b>Section 17F.050.190</b> Functions of Electrical Inspector The electrical inspector has responsibility to:</p> <p><del>A. process applications for electrical permits; B. review and approve plans and diagrams;</del></p> <p><del>C. A. conduct inspections of installation and equipment;</del></p> <p><del>D. Make and promulgate rules, regulations and interpretations of the electrical code;</del></p> <p><del>E. B. initiate proceedings, including prosecutions, to enforce the electrical code;</del></p> <p><del>F. maintain records of permits issued and of all other administrative activities under the electrical code.</del></p>	
Date Passed: Monday, February 28, 2005	
Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4	
<b>EXPLANATION FOR WHY CHANGE IS RECOMMENDED</b>	
The stricken lines are all the responsibility of the Building Official, not the Electrical Inspector.	

## CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
<b>CODE SECTION NEEDING REVISION</b> (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.200	
<b>RECOMMENDED CHANGES TO CODE SECTION</b> (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
<p>Recommending the correction of a SMC reference.</p> <p><a href="#">Title 17F</a> Construction Standards <a href="#">Chapter 17F.050</a> Electrical Code <a href="#">Section 17F.050.200</a> Hearing Officer</p> <p>The hearing officer has jurisdiction over appeals pertaining to the electrical code as provided in <del>SMC 4.06.070</del> <a href="#">SMC 17G.050.070</a>.</p> <p>Date Passed: Monday, February 28, 2005</p> <p>Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4</p>	
<b>EXPLANATION FOR WHY CHANGE IS RECOMMENDED</b>	
<p>The original reference (04.06.070) is problematic in two ways:</p> <ol style="list-style-type: none"><li>1. It does not exist in the current SMC.</li><li>2. Section 04.06 defines the purpose and functions of a Construction Review Board, which addresses appeals from the hearing officer.</li></ol> <p>Decisions pertaining to the Electrical Code are the responsibility of the Building Official. Appeals pertaining to the electrical code are inherently appeals of a Building Official decision. Appeals of a Building Official decision are the jurisdiction of the Hearing Examiner per SMC 17G.050.070 (B.2).</p>	

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

07/10/2017

Date Rec'd

6/19/2017

Clerk's File #

ORD C35521

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4700 - DEVELOPER SERVICES - RICH AVENUE VACATION

Agenda Wording

An ordinance amending C-14765 vacating Rich Avenue from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street. (Bemiss and Hillyard Neighborhood Councils)

Summary (Background)

City Council passed the vacation Ordinance on December 24, 1956. At that time an easement was retained to protect a City water main in Rich Avenue from Market Street to Haven Street. The developer of the adjacent site has construction plans to move the water main. Final ordinance reading to hold off until construction is completed and approved.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WEST, JACQUE

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

PED 6/5/17

Finance

ORLOB, KIMBERLY

Distribution ListLegal

RICHTMAN, JAMES

Engineering Admin

For the Mayor

DUNIVANT, TIMOTHY

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Additional Approvals

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Purchasing

edjohnson@spokanecity.org

htrautman@spokanecity.org



City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

ORDINANCE NO. C35521

An ordinance amending Ordinance C-14765 vacating Rich Avenue, in the City of Spokane from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street.

The City of Spokane does ordain:

Section 1. That Rich Avenue, in the City of Spokane from Market Street to Haven Street, and Longfellow Avenue from Market Street to Haven Street, be, and the same are hereby vacated; ~~provided, however, the City of Spokane hereby reserves unto itself an easement in said vacated Rich Avenue for the maintenance, repair or reconstruction of an existing water main therein and providing that no structures shall be erected within said vacated area.~~

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council December 24, 1956.

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

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

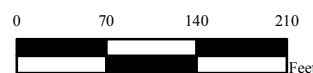
Effective Date: \_\_\_\_\_



# Legend

- Easement Area
- Water Mains
- Vacation Area
- Property Lines

## Vacation Amendment to Release an Easement



**ORD C14765**



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

Printed by: edjohnson  
Print date: 5/15/2017

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

07/10/2017

Date Rec'd

6/13/2017

Clerk's File #

ORD C35522

Renews #Cross Ref #Submitting Dept

FINANCE &amp; ADMIN

Contact Name/PhoneBEN 625-6586  
STUCKART/GAVIN  
COOLEYProject #Contact E-Mail

GCOOLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

ORDINANCE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

Agenda Wording

An ordinance creating the West Plains/Airport Area Public Development Authority and approving its charter and bylaws.

Summary (Background)

The creation of the West Plains/Airport Area Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the West Plains/Airport area and the further development of the Spokane International Airport and business park.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BUSTOS, KIM

Study Session

Study Session

Division Director

DUNIVANT, TIMOTHY

OtherFinance

ORLOB, KIMBERLY

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DUNIVANT, TIMOTHY

gcooley@spokanecity.org

Additional Approvals

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Purchasing

ggemmill@spokanecounty.org



ORDINANCE NO. C35522

AN ORDINANCE CREATING THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington;

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function;

WHEREAS, the City and Spokane County have entered into an Interlocal Agreement regarding the formation of a public development authority for the West Plains/Airport area the purpose of which is to facilitate economic development of the Spokane International Airport/West Plains property through the creation of the West Plains/Airport Area Public Development Authority; and

WHEREAS, the City Council hereby further finds that the creation of the West Plains/Airport Area Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the West Plains/Airport area and the further development of the Spokane International Airport and business park; --

NOW, THEREFORE, the City of Spokane does ordain as follows:

1. That the West Plains/Airport Area Public Development Authority is hereby created pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 and the Interlocal Agreement entered into between the City and County dated \_\_\_\_; and
2. That the Interlocal Agreement pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) sets forth the terms and conditions between the City and the County for the operation of the West Plains/Airport Area Public Development Authority; and
3. That the attached Charter and Bylaws for the West Plains/Airport Area Public Development Authority are hereby approved.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Date Mayor

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

**CHARTER OF THE  
WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

## **TABLE OF CONTENTS**

### **ARTICLE I – Name and Seal**

#### **Section 1.1 Name**

#### **Section 1.2 Seal**

### **ARTICLE II – Authority and Limit on Liability**

#### **Section 2.1 Authority**

#### **Section 2.2 Limit on Liability**

#### **Section 2.3 Mandatory Disclaimers**

### **ARTICLE III – Duration**

### **ARTICLE IV – Purpose**

### **ARTICLE V - Powers**

#### **Section 5.1 Powers**

#### **Section 5.2 Indemnification**

#### **Section 5.3 Limitation on Power**

#### **Section 5.4 Indemnification**

### **ARTICLE VI – Board of Directors**

#### **Section 6.1 Board of Composition**

#### **Section 6.2 Terms of Office**

#### **Section 6.3 Officers and Division of Duties**

#### **Section 6.4 Committees**

#### **Section 6.5 Removal of Board Member**

### **ARTICLE VII – Meetings**

#### **Section 7.1 Board Meetings**

#### **Section 7.2 Open Public Meetings**

#### **Section 7.3 Parliamentary Authority**

#### **Section 7.4 Minutes**

### **ARTICLE VIII – Bylaws**

### **ARTICLE IX – Amendments to Charter and Bylaws**

#### **Section 9.1 Proposals to Amend Charter and Bylaws**

#### **Section 9.2 Vote Required for Amendments to Charter or Bylaws**

#### **Section 9.3 City Council and Spokane County Commissioners' Approval of Proposed Charter**

#### **Section 9.4 Amendment of Bylaws**



**ARTICLE X – Commencement**

**ARTICLE XI – Dissolution**

**ARTICLE XII – Approval of Charter**

# CHARTER OF THE WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

## ARTICLE I

### Name and Seal

Section 1.1 Name. The name of this Authority shall be the WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

Section 1.2 Seal. The Authority's seal shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

## ARTICLE II

### Authority and Limit on Liability

Section 2.1 Authority. The Authority is a public authority organized pursuant to RCW 35.21. 730 -755 and RCW 35.21.757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

Section 2.2 Limit on Liability. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

Section 2.3 Mandatory Disclaimers. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The West Plains/ Airport Area Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

### ARTICLE III

#### Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Cooperation Agreement between the City and County

### ARTICLE IV

#### Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City, County and the Spokane International Airport in their ability to improve the economic conditions in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and operation of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City and County pursuant to the Interlocal Agreement (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

### ARTICLE V

#### Powers

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2. Powers Generally. Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes for

which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
  - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
  - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;
- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:

1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
  2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;
- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;

- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
  - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.
  - 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
  - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
  - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
  - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members of Congress, state legislators, city council members and county

commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:

- a. do not constitute a substantial part of the Authority's activities;  
and
- b. are not specifically limited in its charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:
  - a. in good faith on behalf of the Authority, and
  - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services that the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities

as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

## ARTICLE VI

### Board of Directors

Section 6.1 Board Composition. An Administrative Board composed of the following positions shall govern the Authority:

- A. Permanent Board Members:
1. One City Airport Board designated representative selected by the City,
  2. One County Airport Board designated representative selected by the County,
  3. One County Executive,
  4. One Airport CEO,
  5. The City of Spokane City Administrator, and
- B. At-large Business Representative:
1. Two at-large business representatives who will be selected by the 5 permanent Board Members (as described in the above sub-paragraphs A).

For the purpose of this section, Airport Board shall means the Spokane Airport Board created pursuant to City of Spokane Number OPR 1986-0318 and Spokane County Resolution Number 1990-0082 (the "Airport Interlocal").

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or elected representative of the designated position and their term shall expire upon their departure from the City, County or Airport. At-large Business



Representative shall be for a period of three (3) years, or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Board members may only be removed from the Authority Board upon their departure from the City, County, or Airport Board; or as otherwise designated by the City or County in regards to the selection of Airport Board designated representatives in the Airport Interlocal.

## ARTICLE VII

### Meetings

Section 7.1 Board Meetings. The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. . At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to

maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

## ARTICLE VIII

### Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

## ARTICLE IX

### Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

## ARTICLE X

### Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall

give notice of the issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

## ARTICLE XI

### Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall revert to the Spokane International Airport.

## ARTICLE XII

### Approval of Charter

APPROVED by Ordinance No. \_\_\_\_\_ adopted by the City Council of the City of Spokane, Washington on \_\_\_\_\_, \_\_\_\_\_, 2017.

CITY OF SPOKANE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Approved as to form:

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

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

APPROVED by Resolution No. \_\_\_\_\_ adopted by the Board of County Commissioners of Spokane County, Washington on \_\_\_\_\_, \_\_\_\_\_, 2017.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
AL FRENCH, Chair

\_\_\_\_\_  
JOSH KERNS, Vice Chair

\_\_\_\_\_  
SHELLY O'QUINN, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

# **BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

## **ARTICLE 1. DEFINITIONS**

### **1.1 Authority**

“Authority” means the West Plains/Airport Area Public Development Authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

### **1.2 Electronic Transmission**

“Electronic transmission” means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

### **1.3 Written Notice**

Any “written notice” may be given by electronic transmission.

## **ARTICLE 2. OFFICES**

The registered office of the Authority in the state of Washington is \_\_\_\_\_Spokane, WA 99201. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

## **ARTICLE 3. BOARD OF DIRECTORS**

### **3.1 Power**

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

### **3.2 Number and Qualification**

There shall be seven voting directors of the Authority’s Board.

The Board shall be composed of five permanent Board members and two at-large Board members as follows:

- a. Permanent Board Members:

- i. One City Airport Board designated representative selected by the City,
- ii. One County Airport Board designated representative selected by the County,
- iii. One County Executive,
- iv. One Airport CEO,
- v. The City of Spokane City Administrator, and

b. At-large Business Representative:

- i. Two at-large business representatives who will be selected by the 5 permanent Board Members (as described in the above subparagraphs 3.1).

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City, County or Airport. The at-large business representatives will serve 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.

### **3.4 Duties of a Director**

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

### **3.5 Regular & Special Meetings**

The Board shall meet as necessary, but not less than two meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

#### **3.5.1 Open Public Meetings**

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.

### **3.5.2 Parliamentary Authority**

The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

### **3.5.3 Minutes**

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

### **3.5.4 Applicability of General Laws**

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.

## **3.6 Quorum**

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.

## **3.7 Manner of Acting**

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and

(e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal vote and have the right to vote in all Board decisions.

### **3.8 Participation by Telecommunication**

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

### **3.10 Board Committees**

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

#### **3.10.1 Advisory Committees**

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

### **3.13 Dissolution**

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA," the Charter of the West Plains/Airport Area Public Development Authority and these Bylaws.



### **3.14 Compensation**

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

## **ARTICLE 4. OFFICERS**

### **4.1 Number and Qualifications**

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

### **4.2 Appointment and Term of Office**

The officers of the Authority shall be elected at the annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

### **4.5 Chair**

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

### **4.5 Vice-Chair**

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

### **4.6 Treasurer**

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The treasurer

shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

#### **4.7 Secretary**

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

#### **4.8 Temporary Transfer of Powers and Duties**

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

### **ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS**

#### **5.1 Contracts**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

#### **5.2 Loans**

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

#### **5.3 Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

#### **5.4 Deposits**

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

#### **5.5 Loans to Directors and Officers**

No loans shall be made by the Authority to any officer or to any director.

## **ARTICLE 6. MISCELLANEOUS PROVISIONS**

### **6.1 Books and Records**

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

### **6.2 Fiscal Year**

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

### **6.3 Amendments to these Bylaws**

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the interlocal agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

### **6.5 Form of Seal**

The seal of the Authority shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

### **6.6 Voting Requirement**

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.8.

These Bylaws approved by City of Spokane Ordinance No. \_\_\_\_, adopted by the Spokane City Council on \_\_\_\_\_, 2017 and approved by the Spokane County Resolution No. \_\_\_\_, adopted by the Board of County Commissioners on \_\_\_\_\_, 2017.

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Council President

ATTEST:

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

Approved as to form:

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
AL FRENCH, Chair

\_\_\_\_\_  
JOSH KERNS, Vice Chair

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SHELLY O'QUINN, Commissioner

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Ginna Vasquez  
Clerk of the Board

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Deputy Civil Prosecuting Attorney