

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 31, 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. 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. 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. Low bid of Road Products, Inc. (Spokane, WA) for Crestline Street Lane Reduction—\$306,663. An administrative reserve of \$30,666.30, which is 10% of the contract price, will be set aside. (Logan and Nevada/Lidgerwood Neighborhoods)
Dan Buller | Approve | PRO 2017-0025
ENG 2015052 |
| 2. Long-term Master Lease Agreement with Mobilitie, LLC (Newport Beach, CA) for the installation of "Small Cell" technology in the public right-of-way with preference for City-owned poles and signals. (Various Neighborhoods)
Dave Steele | Approve | OPR 2017-0504 |
| 3. Utility Construction Agreement UTB 1225 with Washington State Department of Transportation for the reimbursement of expenses incurred by the City for the relocation of utilities during the US 395/North Spokane Corridor construction—\$359,937.75 Revenue.
Loren Searl | Approve | OPR 2017-0505 |
| 4. Amendment No. 3 to Interlocal Agreement with Spokane County for transfer and disposal services at the City's Waste to Energy Facility.
Scott Simmons | Approve | OPR 2014-0060 |

- | | | |
|--|-----------------------------------|---------------|
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2017-0002 |
| 6. City Council Meeting Minutes: _____, 2017. | Approve
All | CPR 2017-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council 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

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

SPECIAL BUDGET ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35531 amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017", and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$20,000;

TO: Arterial Street Fund, same amount.

and

Arterial Street Fund

FROM: General Fund, \$20,000;

TO: Contractual Services, same amount.

(This action provides for traffic data collection and analysis along with public outreach on the Upper South Hill between Regal and Freya from 29th to the south City limits.)

Council President Stuckart

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2017-0062 Opposing the Federal Communications Commission's proposal, ("Restoring Internet Freedom") that will roll back the enforcement of net neutrality principles.

Council President Stuckart

Resolutions relating to interfund loans from the Spokane Investment Pool to the Asset Management Fund of:

- RES 2017-0063 \$2,073,973.60 of Limited Tax General Obligation Bonds, 2017 Series B.
Kim Bustos
- RES 2017-0064 \$1,341,975.98 of Limited Tax General Obligation Bonds, 2017 Series C.
Kim Bustos
- RES 2017-0065 \$3,324,957.53 of Limited Tax General Obligation Bonds, 2017 Series D.
Kim Bustos
- RES 2017-0066 \$717,368.44 of Limited Tax General Obligation Bonds, 2017 Series E.
Kim Bustos
- ORD C35523 Amending Ordinance C27459 vacating Jenkins Street from 136.5 feet west of Monroe Street to Monroe Street, in the City of Spokane.
Eldon Brown
- ORD C35524 Relating to multiple-family housing property tax exemption; amending sections SMC 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.080, 8.15.090, 8.15.100, 8.15.110, and 8.15.120; and repealing SMC section 8.15.130 of the Spokane Municipal Code.
Teri Stripes
- ORD C35525 Relating to water, wastewater, stormwater and solid waste rates and the creation of Senior or Disabled Person Residential Customer Credit for utility services for low income senior and disabled property owners rate section in the Spokane Municipal Code, adopting a new Chapter 13.11 to Title 13 of the Spokane Municipal Code; and setting an effective date.
Scott Simmons

Ordinances relating to the rates of public utilities and services:

- ORD C35526 Amending SMC sections 13.02.0560, 13.02.0562, 13.02.0563 and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.
Scott Simmons
- ORD C35527 Amending SMC sections 13.10.010, and 13.10.030 to chapter 13.10; sections 13.035.500, and 13.035.600; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.
Scott Simmons
- ORD C35528 Amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022; and 13.03.1226; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.
Scott Simmons

ORD C35529 Amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.2019; of the Spokane Municipal Code; and setting an effective date.

Scott Simmons

ORD C35530 Amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Scott Simmons

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35532 Relating to the humane treatment of dogs adding a new section to Chapter 10.24A. and amending SMC 1.05.210.

Jonathan Mallahan

ORD C35533 Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, subject to certain conditions and duties as further provided.

Tim Szambelan

ORD C35534 Relating to imprest accounts, amending SMC sections 7.03.150 and 7.03.200.

Kim Bustos

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 31, 2017
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located 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 31, 2017, Regular Legislative Session of the City Council is adjourned to August 14, 2017.

Note: The regularly scheduled City Council meeting for Monday, August 7, 2017, has been canceled.

NOTES



Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/17/2017
Clerk's File #	PRO 2017-0025
Renews #	
Cross Ref #	
Project #	2015052
Bid #	
Requisition #	CR 18312

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - LOW BID AWARD - ROAD PRODUCTS, INC.

Agenda Wording

Low bid of Road Products, Inc. (Spokane, WA) for Crestline Street Lane Reduction - \$306,663.00. An administrative reserve of \$30,666.30, which is 10% of the contract price will be set aside. (Logan and Nevada/Lidgerwood Neighborhood Councils)

Summary (Background)

On July 17, 2017 bids were opened for the above project. The low bid was from Road Products, Inc. in the amount of \$306,663.00, which is \$76,837.00 or 20.04% under the Engineer's Estimate. No other bids were received.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 337,329.30	#	3200 95087 95300 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 5/22/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		dbuller@spokanecity.org	

City Of Spokane
Engineering Services Department
*** * * Bid Tabulation * * ***

Project Number: 2015052

Project Description Crestline Lane Reduction

Original Date 5/11/2017 4:23:33 PM

Funding Source Federal

Update Date 7/17/2017 1:24:25 PM

Preparer Inga Note

Addendum

Project Number: 2015052			Engineer's Estimate		Road Products Inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	750.00	*****	1,250.00	*****	0.00	*****	0.00
103	MOBILIZATION	1 LS	*****	38,000.00	*****	17,000.00	*****	0.00	*****	0.00
104	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	56,715.00	*****	80,000.00	*****	0.00	*****	0.00
105	SEQUENTIAL ARROW SIGN	1080 HR	8.00	8,640.00	2.85	3,078.00	0.00	0.00	0.00	0.00
106	PORTABLE CHANGEABLE MESSAGE SIGN	768 HR	8.00	6,144.00	4.25	3,264.00	0.00	0.00	0.00	0.00
107	TYPE iii BARRICADE	20 EA	100.00	2,000.00	40.00	800.00	0.00	0.00	0.00	0.00
108	REMOVE CONCRETE TRAFFIC ISLAND	220 LF	20.00	4,400.00	90.00	19,800.00	0.00	0.00	0.00	0.00
109	INLET PROTECTION	92 EA	150.00	13,800.00	125.00	11,500.00	0.00	0.00	0.00	0.00
110	SIGNING, PERMANENT	1 LS	*****	35,400.00	*****	38,130.00	*****	0.00	*****	0.00
111	REMOVAL OF EXISTING PAVEMENT MARKINGS	8000 SF	4.00	32,000.00	2.50	20,000.00	0.00	0.00	0.00	0.00
112	PAVEMENT MARKING - DURABLE	16900 SF	9.00	152,100.00	5.00	84,500.00	0.00	0.00	0.00	0.00
113	PAVEMENT MARKING - DURABLE HEAT APPLIED	400 SF	12.00	4,800.00	8.35	3,340.00	0.00	0.00	0.00	0.00
114	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	95 EA	250.00	23,750.00	200.00	19,000.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2015052			<i>Engineer's Estimate</i>		Road Products Inc					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description				Tax Classification						
Schedule 01										
115	TEMPORARY PAVEMENT MARKING	1 LS	*****	5,000.00	*****	5,000.00	*****	0.00	*****	0.00
Schedule Totals				383,500.00		306,663.00		0.00		0.00

Project Number 2015052 Crestline Lane Reduction

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	383,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	383,500.00
Road Products Inc	306,663.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	306,663.00

Low Bid Contractor: Road Products Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$333,649.34	\$417,248.00	20.04	% Under Estimate
Bid Totals	\$333,649.34	\$417,248.00	20.04	% Under Estimate

BRIEFING PAPER
Public Works Committee
Engineering Services
May 22, 2017

Subject:

Crestline Street Lane Reconfiguration (2015052)
Maxwell-Mission Avenue Lane Reconfiguration (2015053)

Background:

These projects revise lane striping on Maxwell-Mission Avenue and on Crestline Street (see exhibits below) from the current four lane configuration to a three lane configuration (one lane each direction plus center turn lane) which has been shown to have approximately the same capacity as a four lane configuration but with a better safety record. With this reconfiguration, there is room for bike lanes to also be included with the project.

Public Impact:

This work will require lane closures as the contractor performs the work.

Action:

This background information is provided for Council consideration. The Maxwell-Mission project is estimated to cost in the range of \$350,000, the Crestline project in the range of \$550,000. The Maxwell-Mission project will advertise in early June with bid opening in late June. The Crestline project will advertise in early July with bid opening in late July. We plan to put these projects on Council advanced agenda shortly after bid opening.

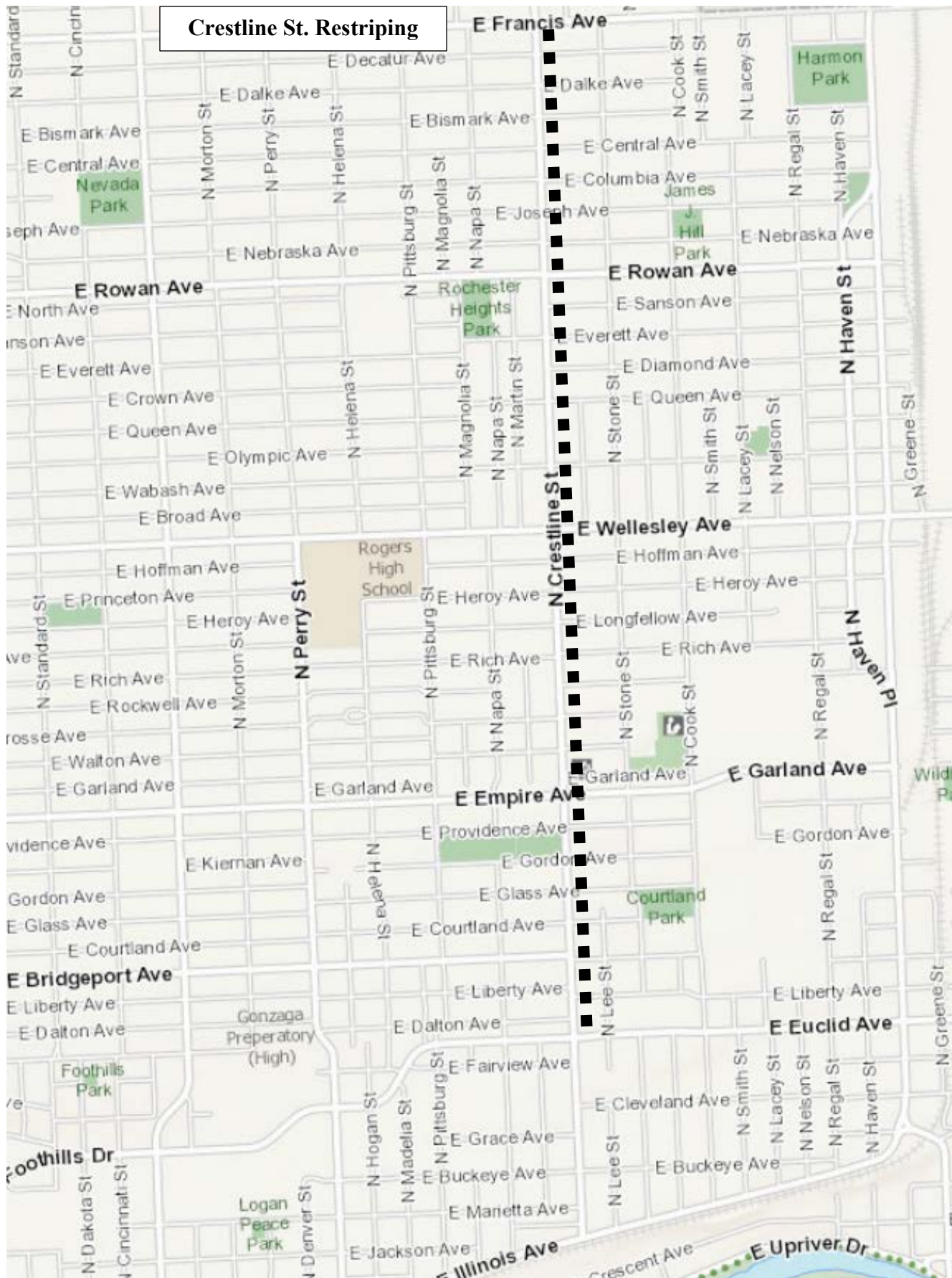
Funding

These projects are federally funded.

Maxwell-Mission Restriping



Crestline St. Restriping





Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/14/2017
Clerk's File #	OPR 2017-0504
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	DAVID STEELE 625-6064
Contact E-Mail	DSTEELE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5900 - MOBILITIE, LLC MASTER LEASE AGREEMENT

Agenda Wording

Approval for a long term master lease agreement with Mobilitie, LLC for the installation of "Small Cell" technology in the public right-of-way with preference for City owned poles and signals. (Various Neighborhood Councils)

Summary (Background)

Per the updated cell tower ordinance, the City of Spokane has given preference to "Small Cell" technology as the next generation of cellular technology is deployed. This master lease with Mobilitie, LLC establishes the framework for installing this smaller cellular equipment within the public right-of-way and gives a preference for utilizing existing City locations.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ Various	#	0020 88100 99999 36291
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Public Works 7/10/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dsteele@spokanecity.org	
<u>Additional Approvals</u>		rlukas@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		mhughes@spokanecity.org	
		jlargent@spokanecity.org	
		kschmitt@spokanecity.org	

**BRIEFING PAPER
CITY OF SPOKANE
PUBLIC WORKS COMMITTEE
July 10, 2017**

Subject

Representatives from MOBILITIE, LLC, a Nevada limited liability company, have been working with the City the past six months on a Small Cell License Agreement which will permit Mobilitie to place small cell technology on City owned light and utility poles in the public right of way."

Summary

Mobilitie is in the process of the development and implantation of the next generation of a LTE network. This new network will provide high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services and to meet our ever-growing demand for connectivity. This network will utilize small cell technology which combines fiber, repeaters, and microwave technologies to ensure that the network is cost-efficient, low-impact to communities, and can be effectively upgraded and augmented in the future.

There will be instances where Mobilitie will need to attach to existing infrastructure, such as light and utility poles within the rights-of-way, to better meet the growing demand for high speed data and video services. Mobilitie already has a franchise agreement with the City. Where there are new pole installations or replacement poles to support the equipment, the new pole will be designed to match the aesthetics of the existing poles in the area at Mobilitie's expense.

The cooperation between the parties resulted in a smooth and efficient negotiation process to achieve a document that both parties are in agreement with.

Revenue From Pole Attachment Agreement

The City will receive revenue (rent) from Mobilitie's attachment to City poles in the right of way.

Recommendation:

Approve

SMALL CELL LICENSE AGREEMENT

THIS SMALL CELL LICENSE AGREEMENT (the “Agreement”) is dated as of _____ (the “Effective Date”), and entered into by and between the City of Spokane, a Washington municipal corporation (the “CITY”), and Mobilitie, LLC, a Nevada limited liability company (“LICENSEE”).

Recitals

A. WHEREAS, the CITY is the owner of certain Poles (as defined in §1.11, below) located in the Rights-of-Way (as defined in Section 1.13 below) of the City of Spokane; and

B. WHEREAS, LICENSEE is duly organized and existing under the laws of the State of Nevada, and is authorized to conduct business in the State of Washington; and

C. WHEREAS, LICENSEE and the CITY entered into a franchise agreement effective August 26, 2016, which franchise was granted by the CITY’s Council by Ordinance No. C35403 on July 18, 2016 (the “Franchise”); and

D. WHEREAS, LICENSEE desires to use space on certain of the CITY’s Poles and/or the Rights-of-Way for construction, operation and maintenance of its telecommunications Network (as defined in §1.10, below) serving wireless carrier customers and utilizing Equipment (as defined in §1.6, below); and

E. WHEREAS, for the purpose of operating the Network, LICENSEE wishes to locate, place, attach, install, operate, control, and maintain Equipment on the Poles in the Rights-of-Way, owned by the CITY, and on other facilities owned by third parties; and

F. WHEREAS, LICENSEE is willing to compensate the CITY in exchange for a grant and right to use and physically occupy portions of the Poles and/or the Rights-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Agreement:

1.1 *Affiliate*. Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or

entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An “Affiliate” shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 *Assignment or Transfer.* “Assignment” or “Transfer” means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement or a Supplement are transferred, directly or indirectly, to a party other than an Affiliate. An “Assignment” shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 *County/City.* “County” means the County of Spokane, a political subdivision of the State of Washington. “City” means the City of Spokane, a municipality under the laws of the State of Washington.

1.4 *Commence Installation.* “Commence Installation” shall mean the date that LICENSEE commences to install its Equipment, or any expansion thereof, in CITY ROW.

1.5 *Commence Operation.* “Commence Operation” shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 *Equipment.* “Equipment” means the radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices (collectively, “Transmission Media”) attached, mounted, or installed on a Pole located in the Rights-of-Way for the purpose of providing wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission (“FCC”). “Equipment” also means the control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the point where the Equipment terminates and interconnects with broadband backhaul transmission facilities.

1.7 *Information service.* “Information service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information and content via telecommunications, and includes electronic publishing, as the same may evolve over time, including, without limitation, wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the FCC.

1.8 *Laws.* “Laws” means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the CITY or

other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.9 *Municipal Facilities*. “Municipal Facilities” means CITY-owned Poles, lighting fixtures, or electroliers located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used. Municipal Facilities also includes Replacement Poles approved by the CITY and installed and dedicated to the CITY by LICENSEE.

1.10 *Network*. “Network” or collectively “Networks” means the telecommunication network installed and managed by LICENSEE to serve wireless carrier customers.

1.11 *Poles*. “Poles” shall mean any pole(s) that is owned and/or leased by the CITY.

1.12 *PUC*. “PUC” means the Public Utilities Commission of Washington.

1.13 *Rights-of Way*. “Rights-of-Way” or “ROW” means public property including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for CITY public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Washington State Department of Transportation.

1.14 *Small Cell*. “Small Cell” shall mean the Equipment at a particular location that comprises part of the Network, provided however, the space for the equipment cabinets shall not exceed 17 cubic feet, and the space for each antenna shall not exceed 3 cubic feet (or 6 cubic feet in total).

1.15 *Supplement*. “Supplement” shall mean each separate agreement, entered into between the CITY and LICENSEE with regard to a specific Small Cell installation on a Municipal Facility, the form of which is attached hereto as Exhibit A, which shall be subject to the terms and conditions of this Agreement.

1.16 *Telecommunications Services*. “Telecommunications Services” or “Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53), but shall also mean wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the FCC to the extent not covered by the foregoing definition.

2. TERM.

2.1 The initial term of this Agreement shall be for a period of ten (10) years (the “Initial Term”), commencing on the first day of the month following mutual execution of this Agreement (the “Agreement Commencement Date”) and ending on the tenth anniversary thereof, unless sooner terminated as stated herein.

Subject to the terms of the Agreement relating to termination, this Agreement shall be automatically renewed for up to three (3) successive five (5) year renewal terms (each, a "Renewal Term"), unless LICENSEE OR CITY notifies the other party in writing of such party's intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, or unless otherwise terminated in accordance with this Agreement. The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term." After the expiration or termination of this Agreement, its term and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration.

2.2 The initial term for each particular Supplement shall be the first day of the month following the date LICENSEE has Commenced Installation of its Equipment at a particular location under a Supplement (the "Commencement Date") and shall be for an initial term of ten (10) years ("Supplement Initial Term"). The CITY and LICENSEE shall acknowledge in writing the Commencement Date (the "Acknowledgment"). Each Supplement shall automatically be extended for three (3) successive five (5) year renewal terms (each, a "Supplement Renewal Term") unless LICENSEE notifies the CITY in writing of LICENSEE's intent not to renew such Supplement at least thirty (30) days prior to the expiration of the then current term or otherwise terminates such Supplement in accordance with this Lease or such Supplement. The Supplement Initial Term and all Supplement Renewal Terms shall be collectively referred to herein as the "Supplement Term." Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplement in effect until their expiration or termination.

3. INTENTIONALLY DELETED.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE's sole cost and expense, shall be subject to the prior and continuing right of the CITY under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of the individual Supplement.

4.1 Attachment to Municipal Facilities. LICENSEE will submit to the authorized representative of the CITY a proposed design for all proposed Small Cell installations that will include Equipment and Municipal Facilities LICENSEE proposes to use. Any proposed Equipment shall be included as part of an applicable Supplement submitted for approval.

4.1.1 If adequate Municipal Facilities do not exist for the attachment of Equipment, subject to obtaining appropriate permissions, LICENSEE may install its Equipment on other poles in the ROW lawfully owned and

operated by third parties or on its own poles. LICENSEE shall not be required to execute a Supplement with respect to poles lawfully owned and operated by third parties or on its own poles.

4.1.2 Subject to the conditions herein, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on identified Municipal Facilities and in the ROW for the purposes of operating the Network and providing Telecommunications Services.

4.1.3 To reduce the disruption to Municipal Facilities, LICENSEE may power its Equipment by using the power sources that service the existing Municipal Facilities and/or its components. The power used by LICENSEE's Equipment shall be determined on an individual site by site basis. All electrical work and installations related to the power sharing authorized by this Subsection 4.1.3 shall be performed by a licensed contractor that is approved by the CITY and in a manner that is approved by the CITY. LICENSEE shall make all requests for power sharing arrangements pursuant to this Subsection 4.1.3 in advance and in writing. LICENSEE shall reimburse the CITY, as provided in Subsection 5.4, for the increased power costs that the CITY incurs as a result of any power sharing authorized by this Subsection 4.1.3.

4.1.4 The CITY may approve or reject a proposed attachment of Equipment to specific Municipal Facilities for cause, or may place reasonable conditions on any such approval upon a specific size, location and manner of installation of the Equipment if it reasonably determines that (i) LICENSEE's use of the proposed use of Municipal Facilities is unsuitable or incompatible with the CITY's use of the Municipal Facilities, (ii) a Municipal Facilities has insufficient capacity based upon applicable industry, operational, safety, reliability or engineering standards, (iii) the Equipment materially jeopardizes the structural integrity of the Municipal Facilities and a Replacement Pole (as defined below) is not reasonably feasible, (iv) the Equipment does not conform as closely as practicable with the design and color of the Municipal Facility, or (v) the proposed use of Municipal Facilities violates any recorded private covenants and restrictions applicable to the location.

4.1.5 If LICENSEE selects a Pole that the CITY determines, in its sole, but reasonable discretion, is structurally inadequate to accommodate Equipment, LICENSEE may, at its option, nevertheless proceed with the attachment of its Equipment (subject to the CITY's approval pursuant to Section 4.1.4 above) provided that Licensee at its sole cost and expense replace the Pole (a "Replacement Pole") with one that is reasonably acceptable to and approved by the CITY and dedicate such Replacement Pole to the CITY; however, payment of the Replacement Pole costs does

not provide LICENSEE with any ownership interest in the Replacement Pole. It is anticipated that LICENSEE shall be required to provide Replacement Poles at all locations, and that the Replacement Poles shall be designed and stamped by a Washington State Licensed Structural Engineer, and must physically conform to City of Spokane standards and specifications for public works construction. Replacement Poles shall conform to the height restrictions imposed by the City and the arm height of the street light must conform to the existing arm height of the other street light structures in the adjacent area. If the Replacement Pole is damaged by LICENSEE and requires replacement as a result of such damage, LICENSEE shall replace the Replacement Pole entirely at its expense within thirty (30) days (forty-eight (48) hours if the damaged Replacement Pole is a traffic pole) of the discovery of the damage. If the damage is caused by a third party and LICENSEE's Equipment is then installed on the Replacement Pole, LICENSEE will replace the Pole within thirty (30) days (forty-eight (48) hours if the damaged Replacement Pole is a traffic pole) of the discovery of the damage and the City will reimburse LICENSEE the cost of a standard Pole. The City will own the original Pole and all Replacement Poles.

4.1.6 In the event of an emergency or to protect the public health or safety, prior to the CITY accessing or performing any work on a Municipal Facility on which LICENSEE has installed Equipment, the CITY may require LICENSEE to deactivate such Equipment if any of CITY's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, CITY will contact LICENSEE at the contact telephone number referenced in §14.3 herein to request immediate deactivation.

4.2 Attachment to Third-Party Property. Subject to obtaining the written permission of the owner(s) of the affected property, and subject to the terms of the Franchise and this Agreement, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on existing poles or other existing structures lawfully owned and operated by public utility companies or other property owners located within or outside the ROW as may be permitted by the public utility company or property owner, as the case may be. Upon request by the CITY, LICENSEE shall furnish to the CITY documentation in a form acceptable to the CITY of such permission from the individual utility or property owner responsible. Equipment must conform as closely as practicable with the design and color of existing poles in the vicinity of LICENSEE's Equipment and/or pole location and/or comply with design and color requirements generally applicable to Equipment installed in the CITY.

4.3 Preference for Municipal Facilities. In any situation where LICENSEE has a choice of attaching its Equipment to either Municipal Facilities (which in all cases will be a Replacement Pole) or third-party-owned property in the ROW,

LICENSEE shall use good faith efforts to attach to the Municipal Facilities, provided that (a) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (b) the use fee, construction and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to LICENSEE of attaching to the alternative third-party-owned property. LICENSEE shall utilize existing Municipal Facilities and/or third-party-owned poles and conduit wherever possible. In the event that no suitable Municipal Facilities or third-party-owned poles are functionally suitable, subject to applicable laws, regulations, rules, resolutions and ordinances of the CITY and the provisions of the Franchise, LICENSEE may, at its sole cost and expense, install its own poles. Design, location and height of proposed LICENSEE poles shall be reviewed and subject to administrative approval by the CITY prior to installation. LICENSEE's Equipment and poles shall be subject to the CITY's zoning regulations and must conform as closely as practicable with the height, design, and color of poles existing in the ROW in the vicinity of LICENSEE's Equipment or pole location and/or comply with design and color requirements generally applicable to Equipment and poles installed in the CITY. Subject to the terms and conditions of this Agreement and the applicable Supplement, LICENSEE will be responsible for all maintenance, repair and liability for all poles installed by LICENSEE in the ROW unless and until such poles are dedicated to the CITY.

4.4 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the CITY, electroliners, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. The CITY shall not be liable to LICENSEE for any interruption of service or for any interference with the operation of the Equipment arising in any way out of the CITY's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with the City's own public service needs and requirements. Notwithstanding the foregoing, CITY agrees to work in good faith with LICENSEE to resolve any interference to or by LICENSEE.

4.5 Permits; Default. Whenever LICENSEE is in default of this Agreement or an applicable Supplement, after notice and applicable cure periods, in any of its obligations under this Agreement, the CITY may deny further encroachment, excavation or similar permits under this Agreement until such time as LICENSEE cures all of its defaults.

4.6 Compliance with Laws. LICENSEE shall comply with all applicable laws (as such laws may be amended from time to time) in the exercise and performance of its rights and obligations under this Agreement.

4.7 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its Equipment installed pursuant to this Agreement and each Supplement will be utilized solely for providing the Telecommunications Services identified herein and any Information Services that may be provided over the Network, and LICENSEE is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein.

4.8 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the CITY to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the CITY at any time.

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Rent. In order to compensate the CITY for LICENSEE's entry upon and deployment of Equipment within the ROW or on any Municipal Facilities, LICENSEE shall at the commencement of each Supplement Term, pay to the CITY, on an annual basis, an amount equal to (the "Rent"):

(a) Seven Hundred and 00/100 Dollars (\$700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility; or,

(b) Seven Hundred and 00/100 Dollars (\$700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on a Replacement Pole (owned by the City); or,

(c) Three Hundred Fifty and 00/100 Dollars (\$350.00) per Municipal Facility, in the event the antennas are located on a Municipal Facility and the remaining Equipment and any associated apparatus is located off of the Municipal Facility; or,

(d) Three Hundred Fifty and 00/100 Dollars (\$350.00) for the Equipment for any Small Cell, in the event the antennas are not located on a

Municipal Facility, but Equipment and any associated apparatus is located in the Rights-of-Way; or,

(e) One Thousand Four Hundred Dollars (\$1,400.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility, but the space for the equipment cabinets exceeds 17 cubic feet.

LICENSEE shall make the first payment of Rent under any Supplement within forty-five (45) days of the full execution of the Acknowledgment. Thereafter, Rent shall be paid on or before each anniversary of the Commencement Date during the Supplement Term. The CITY hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") evidencing the CITY's interest in, and right to receive payments under, this Agreement, including without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by LICENSEE in LICENSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, the CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

5.2 Rent Adjustment. Effective on the first anniversary of the Commencement Date of any Supplement Term, and continuing annually thereafter during the applicable Supplement Term, the Rent for the then existing Supplement shall be increased by two percent (2%) over the Rent paid for the immediately preceding year.

5.3 Leasehold Excise Tax. LICENSEE shall also be responsible for paying the Washington State Leasehold Excise Tax imposed pursuant to Chapter 82.29A RCW, if applicable.

5.4 Reimbursement of CITY's Increased Power Costs. Reimbursement to the CITY for LICENSEE's usage of electrical power shall be based upon the plate rating of the Equipment installed pursuant to this Agreement and the initial rates shall be as follows:

Category	Maximum Plate Rating (Watts)	Monthly Rate Per Pole	Quarterly Rate Per Pole
1	Up to 75	\$ 4.00	\$ 12.00
2	76 - 149	\$ 8.00	\$ 24.00
3	150-225	\$12.00	\$ 36.00

The reimbursement of power shall be paid to the CITY on a calendar quarterly basis and shall be based upon the number of poles that LICENSEE has installed its Equipment on as of the first day of each calendar quarter and that are using the CITY's electric power times the applicable rate as indicated in this Section. The applicable rates charged by this subsection, as the same may be adjusted in the following sentence, shall not exceed the applicable rates for LICENSEE's permitted use as filed with the PUC or its successor. The CITY may increase the power fee charged by this subsection if the applicable rate as filed with the PUC is greater than the rate provided for in this subsection by 25% or more. Any such change in rates shall take effect on July 1 of each year.

5.5 Payment. The Rent and Power Cost Fee shall be paid by check made payable to the CITY and mailed or delivered to the Finance Department, 4th Floor City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. The place and time of payment may be changed at any time by CITY upon 30 days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt. LICENSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE may pay rent by electronic funds transfer and in such event, the CITY agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

5.6 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Agreement within forty-five (45) days from the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

5.7 Additional Remedies. The remedy provisions set forth in §5.6 above are not exclusive, and do not preclude the CITY from pursuing any other or additional remedy in the event that payments become overdue by more than sixty (60) days.

6. CONSTRUCTION. LICENSEE shall comply with all applicable Federal, State, and local codes (including without limitation CITY building and zoning codes) related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on Municipal Facilities. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on the ROW and/or on Municipal Facilities without the prior written approval of an authorized representative of the CITY for each location.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its initial Small Cell approved by the CITY no later

than two (2) years after the mutual execution of an applicable Supplement, and shall Commence Operation no later than six (6) months after LICENSEE Commences Installation, which such dates delayed for due to any force majeure event. Failure of LICENSEE to Commence Installation or Commence Operation of the applicable Small Cell as provided above shall permit CITY to terminate the affected Supplement upon thirty (30) days' notice to LICENSEE unless within such thirty (30) day period, LICENSEE shall Commence Installation or Commence Operation, as applicable. Notwithstanding the foregoing, LICENSEE's obligations under this §6.1 shall be conditioned upon LICENSEE's completion of its due diligence with regard to a particular Small Cell.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits. Prior to doing any work or construction or installation or location of any Equipment authorized by this Agreement, LICENSEE shall apply for, and obtain, appropriate permits and pay any standard and customary permit fees. CITY shall promptly respond to LICENSEE's requests for permits and shall otherwise cooperate with LICENSEE in facilitating the deployment of the Network in the ROW in a reasonable and timely manner; provided, as part of the permitting process, the City may impose such conditions and regulations as are necessary for the purpose of protecting any structures in the ROW, proper restoration of such ROW and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that the CITY may require LICENSEE to relocate one or more of its Equipment installations. LICENSEE shall at the CITY's direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE's sole cost and expense whenever CITY reasonably determines that the relocation is needed for any of the following purposes: (a) if imminently required for the construction, modification, completion, repair, relocation, or maintenance of a project by the CITY or other public agency; (b) because the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety; provided, in the event the CITY reasonably determines that the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities, the CITY may, in its reasonable discretion require immediate removal of the Equipment if the same is not cured within forty-eight (48) hours following written notice by CITY. In any case where the CITY requires relocation of Equipment, the CITY shall use reasonable efforts to afford LICENSEE a reasonably equivalent alternate location. If LICENSEE shall fail to relocate any Equipment as requested by the CITY in accordance with the foregoing provision, CITY shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for

this payment from the CITY. To the extent the CITY has actual knowledge thereof, the CITY will attempt promptly to inform LICENSEE of the displacement or removal of any Pole on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the CITY will have no obligation to repair or replace such Municipal Facility for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to §6.8 below, and may choose to replace such Municipal Facilities pursuant to the provisions of §4.1.5 above.

6.4 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate any Equipment from one Municipal Facility to another, LICENSEE shall so advise the CITY. The CITY will use reasonable efforts to accommodate LICENSEE by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the CITY: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to ROW, Municipal Facilities or other property within thirty (30) days following notice of the same, the CITY shall have the option, upon thirty (30) days' prior written notice to LICENSEE, to perform or cause to be performed such removal, repair, or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the CITY. If such damage causes a public health or safety emergency, as reasonably determined by the CITY, the CITY may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, no such repair work may only involve reattachment of LICENSEE's Equipment to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE's Equipment. Upon the receipt of a demand for payment by the CITY, LICENSEE shall within thirty (30) days of such receipt reimburse the CITY for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Change in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to any other submittal requirements, and if requested by the CITY, LICENSEE shall provide "load" (structural) calculations for all Poles upon which it intends to install Equipment in the ROW, notwithstanding original installation

or by way of Equipment type changes. Notwithstanding the foregoing, the prior written approval of the CITY shall not be required for modifications that: (a) involve only substitution of internal components, and does not result in any change to the external appearance, dimensions or weight of the attachment approved by the CITY; (b) involve replacement of the attachment with an attachment that is the same or smaller in weight and dimensions as the approved attachment, provided that the replacement attachment conforms as closely as practicable with the design and color of the Municipal Facility to at least the same degree as the original attachment.

6.7 Termination of a Supplement. LICENSEE shall have the right to terminate any Supplement on thirty (30) days' notice to the CITY. In the event of such termination, LICENSEE shall remove its Equipment in accordance with §6.8 below and the CITY shall retain any Rent paid prior the effective date of such termination.

6.8 Removal of Equipment. Within sixty (60) days after the expiration or earlier termination of a Supplement, LICENSEE shall promptly, safely and carefully remove the Equipment from all Municipal Facilities and ROW. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the CITY, after thirty (30) days' written notice to LICENSEE, shall have the right at the CITY's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty days of the date of a written demand for this payment from the CITY. After the CITY receives the reimbursement payment from LICENSEE for the removal work performed by the CITY, the CITY shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the CITY pursuant to this Section at no liability to the CITY. If the CITY does not receive reimbursement payment from LICENSEE within such thirty (30) days, or if CITY does not elect to remove such items at the CITY's cost after LICENSEE's failure to so remove pursuant to this Section, or if LICENSEE does not remove LICENSEE's property within thirty (30) days of such property having been made available by the CITY after LICENSEE's payment of removal reimbursement as described above, any items of LICENSEE's property remaining on or about the ROW, Municipal Facilities, or stored by the CITY after the CITY's removal thereof may, at the CITY's option, be deemed abandoned and the CITY may dispose of such property in any manner by Law. Alternatively, the CITY may elect to take title to abandoned property, provided that LICENSEE shall submit to the CITY an instrument satisfactory to the CITY transferring to the CITY the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.9 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and the CITY shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the CITY's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the CITY, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in §7.2 below.

6.10 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes after working hours, LICENSEE will make reasonable efforts to provide a courtesy telephonic notice to the City Street Department; provided, however, that LICENSEE's access shall not interfere with the CITY's ability to access the Right-of-Way or affect traffic in the ROW. In the event that LICENSEE's access may interfere with the CITY's ability to access the Right-of-Way or affect traffic in the Right-of-Way, LICENSEE shall provide reasonable advance telephonic notice to and coordinate entry with the CITY. In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the City Street Department. In the event LICENSEE is unable to provide such notice, LICENSEE will notify the City Street Department following such access.

7. INDEMNIFICATION AND WAIVER. LICENSEE agrees to indemnify, defend, protect, and hold harmless the CITY, its commission members, officers, and employees from and against any and all claims, demands, losses, including Pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately caused by LICENSEE's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the CITY, its CITY Commission members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights it may assert against the CITY on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Telecommunications Services or Information Service as a result of any event or occurrence which is beyond the reasonable control of the CITY.

7.2 Waiver of Subrogation. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to Municipal Facilities, Small Cell or to the ROW, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall

also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Municipal Facilities, Small Cell or the ROW shall waive the insurer's right of subrogation against the other party.

7.3 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8. SECURITY FOR PERFORMANCE. Before any construction begins in the ROW by LICENSEE, and if requested by CITY, LICENSEE shall provide the CITY with performance bonds, and if considered necessary by the CITY, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the CITY, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Washington, and acceptable to the CITY and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance with a limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000) in the general aggregate including premises-operations, contractual liability, personal injury and products completed operations, which limits may be achieved through an umbrella liability policy; and Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a limit of Two Million Dollars (\$2,000,000) each accident for bodily injury and property damage, which limits may be achieved through an umbrella liability policy. The Commercial General Liability insurance policy shall name the CITY, its commission members, officers, and employees as additional insured as respects any covered liability arising out of LICENSEE's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer LICENSEE shall use its best efforts to provide the CITY with thirty (30) days prior written notice of cancellation. LICENSEE shall be responsible for notifying the CITY of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the CITY the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that LICENSEE's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the CITY may possess, including any self-insured retentions the CITY may have; and any other insurance the CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the CITY.

The certificate(s) of insurance with endorsements and notices shall be mailed to the CITY at the address specified in §10 below.

9.2 Workers' Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the CITY with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Washington and shall carry a minimum rating assigned by *A.M Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "VII."

9.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

if to the CITY:

City of Spokane
Asset Management
Attn: Director
808 West Spokane Falls, Blvd.
Spokane, WA 99201

if to LICENSEE:

Mobilitie, LLC
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Attention: Legal Department
legal@mobilitie.com

And to:

Mobilitie, LLC
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Attention: Asset Management
assetmgmt@mobilitie.com

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE.

11.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than thirty (30) days after written demand from the CITY to commence the correction of such noncompliance on the part of LICENSEE, the CITY shall have the right to revoke and terminate this Agreement, if such failure is in relation to the Agreement as whole, or any individual Supplement, if such failure is in connection solely with such Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances not under LICENSEE's control, the period of time in which LICENSEE must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) LICENSEE has promptly begun to cure; and (b) LICENSEE is diligently pursuing its efforts to cure. The CITY may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in these Sections 11.1 and 11.2.

11.3 Licensors Default. If CITY breaches any covenant or obligation of CITY under this Agreement in any manner and if CITY fails to commence to cure such breach within thirty (30) days after receiving written notice from LICENSOR specifying the violation (or if CITY fails thereafter to diligently prosecute the cure to completion), then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement or by law.

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the ROW is located by reason of a merger, acquisition or other business reorganization (collectively, "Exempted Transfers") shall not require the consent of the CITY. The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Equipment deployed by Licensee in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by Licensee's third-party wireless carrier customers ("Carriers") and installed and maintained by Licensee pursuant to license agreements between Licensee and such Carriers. Such Equipment shall be treated as Licensee's Equipment for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such Equipment; (ii) Licensor's sole point of contact regarding such Equipment shall be Licensee; and (iii) Licensee shall have the right to remove and relocate the Equipment.

13. RECORDS; AUDITS.

13.1 Records Required by Code. LICENSEE will maintain complete records pursuant to all applicable Laws.

13.2 Additional Records. The CITY may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

13.3 Production of Records. LICENSEE shall provide such records within twenty (20) business days of a request by the CITY for production of the same unless additional time is reasonably needed by LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the CITY for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any CITY department having jurisdiction over LICENSEE's activities twenty-four (24) hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The CITY may contact by telephone or email the network control center operator at telephone number (877) 244-7889 and at mnoc@mobilitie.com, respectively, regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Washington, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Spokane County, Washington.

14.5 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

14.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.7 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in §4.2 above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

14.8 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.9 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.10 Public Records. LICENSEE acknowledges that the CITY is subject to the requirements of Chapter 42.56 RCW (the "Public Records Act") and that information submitted to the CITY may be open to public inspection and copying under state law, including the Act. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the CITY as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the CITY. Subject to its obligations under the Public Records Act, the CITY shall treat any information so marked as confidential until the CITY receives any request for disclosure of such information. Within five working days of receiving any such request, the CITY shall provide LICENSEE with written notice of the request, including a copy of the request. LICENSEE shall have ten working days within which to provide a written response to the CITY, before the CITY will disclose any of the requested confidential information. The CITY retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws. In no case shall the CITY be liable to LICENSEE for damages of any kind relating to the CITY's lawful release of information or records in response to a public records request.

14.11 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.12 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the CITY with respect to third parties shall remain as imposed by state law.

14.13 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.14 Effect of Acceptance. LICENSEE (a) accepts and agrees to comply with this Agreement and all applicable federal, state and local laws and regulations; (b) agrees that this Agreement was granted pursuant to processes and procedures consistent with applicable law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the CITY that at the time of acceptance of this Agreement any provision, condition or term of this Agreement was unreasonable or arbitrary, or that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the CITY had no power or authority to make or enforce any such provision, condition or term.

14.15 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE's obligations under this Agreement.

14.16 Hazardous Materials. LICENSEE shall not generate, handle, store, or dispose of any Hazardous Materials on, under, or in the ROW except in accordance with any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Premises. LICENSEE shall comply with all environmental laws during the Term of the Agreement and any/all Supplements. All Hazardous Materials used, kept and stored on or about the ROW by LICENSEE shall be used, kept and stored in compliance with all environmental laws and in a manner that minimizes the likelihood of any release on, above, under or from the ROW. LICENSEE agrees to indemnify, defend (with counsel approved in writing by the CITY) and hold the CITY harmless from and against any and all loss, damage, liability and expense related to environmental conditions, Hazardous Materials or any other environmental laws and regulations resulting directly or indirectly from LICENSEE's activities in the ROW.

The term "Hazardous Materials" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance, exposure to which is prohibited to regulated by any governmental authority having jurisdiction over the Facility, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq; the laws, regulations or rulings of the state in which the Small Cell is located or any local ordinance affecting the Small Cell; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

14.17 Authority to Sign. CITY hereby designates, and authorizes, Scott Simmons, Director of Public Works Division, to execute all Supplements entered into under this Agreement. This designation and authorization may be changed by CITY upon written notice to LICENSEE.

14.18 Police Powers. LICENSEE's rights hereunder are subject to the police powers of the CITY to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and LICENSEE agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the CITY or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The CITY shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police powers. The CITY further reserves the right to exercise its police powers, notwithstanding anything in this Agreement to the contrary, and any conflict between the provisions of this Agreement and any other present or future lawful exercise of the CITY's police powers shall be resolved in favor of the latter.

[Signature page follows]

Executed as of the Effective Date written above.

CITY:

LICENSEE:

City of Spokane, a Washington municipal
corporation

Mobilitie, LLC, a Nevada limited liability
company

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this _____ day of _____, 2017, I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Spokane, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and seal the day and year first above written.

Notary Public residing at _____
Printed Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibits:

Exhibit A - Supplement

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT

This Supplement ("Supplement"), made this _____ day of _____, 2017 ("Effective Date"), between the City of Spokane, a Washington municipal corporation, hereinafter designated "City" and Mobilitie, LLC, a Nevada limited liability company, with its principal offices at c/o Mobilitie, LLC, 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell License Agreement between City and Licensee dated _____, ____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to use the ROW for a Small Cell on a Pole at the designated areas in the ROW as further described in Attachment 1 attached hereto (the "Licensed Area").
3. Equipment. The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.
4. Term; Renewal Terms. The term and renewal terms of this Supplement shall be as set forth in Paragraph 2.2 of the Agreement.
5. Fees. The initial Rent for the Small Cell payable during the term of this Supplement shall be as determined in accordance with Paragraph 5.1 of the Agreement, as adjusted by Paragraph 5.2 of the Agreement.
6. Commencement Date. The Commencement Date for the Supplement Initial Term for this Supplement shall be the first (1st) day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area.
7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that

(i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by the City. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, as of the effective date of such termination, Licensee shall have no further obligations for the payment of Rent to the City.

[Signature page follows]

Executed as of the Effective Date written above.

CITY:

LICENSEE:

City of Spokane, a Washington municipal
corporation

Mobilitie, LLC, a Nevada limited liability
company

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this _____ day of _____, 2017, I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Spokane, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and seal the day and year first above written.

Notary Public residing at _____
Printed Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ATTACHMENT 1
to Supplement

[To be Added.]



Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/17/2017
Clerk's File #	OPR 2017-0505
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LOREN SEARL 509.625.7851
Contact E-Mail	LSEARL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 WSDOT AGREEMENT UTB 1225

Agenda Wording

Utility Construction Agreement UTB 1225 with Washington State Department of Transportation (WSDOT) for the reimbursement of expenses incurred by the City for the relocation of utilities during the US 395/North Spokane Corridor construction.

Summary (Background)

The construction of the US 395/North Spokane Corridor requires the removal or relocation of utilities. Part of this collaborative effort includes reimbursement of associated expenses for the removal or relocation of utilities completed by the City through the Utility Construction Agreement. The City will furnish the labor, materials, equipment, and tools required to perform the work according to the scope of the agreement and WSDOT agrees to reimburse the City an estimate of \$359,937.75.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$ 359,937.75	#	4250-47100-34073-34389-04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 6/24/2017
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	LSEARL@SPOKANECITY.ORG	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	ACLINEL@SPOKANECITY.ORG	
<u>Additional Approvals</u>		LROFF@SPOKANECITY.ORG	
<u>Purchasing</u>		SJOHNSON@SPOKANECITY.ORG	

BRIEFING PAPER
Public Works Committee
Water and Hydroelectric Department
June 26, 2017

Subject

Utility Construction Agreement UTB 1225 with Washington State Department of Transportation (WSDOT) for the reimbursement of expenses incurred by the City for the relocation of utilities during the US 395/North Spokane Corridor construction.

Background

The construction of the US 395/North Spokane Corridor requires the removal or relocation of utilities. Part of this collaborative effort includes reimbursement of associated expenses for the removal or relocation of utilities completed by the City through the Utility Construction Agreement. The City will furnish the labor, materials, equipment, and tools required to perform the work according to the scope of the agreement and WSDOT agrees to reimburse the City an estimate of \$359,937.75.

Impact

Execution of the Utility Construction Agreement between the Washington State Department of Transportation and the City will allow for the reimbursement of costs associated with the removal or relocation of these utilities.

Action

Recommend approval.



**Washington State
Department of Transportation**

Utility Construction Agreement Work by Utility – State Cost			Utility Name & Address City of Spokane Public Works Department 808 W Spokane Falls Blvd Spokane, WA 99201-3343
Agreement Number UTB 1225	Region Eastern Region	Control Section 3200CT	Project Title/Location US 395/NSC Spokane River to Francis Ave.
State Route SR 395	Mileposts From 159.00 to 161.34		Grading
Estimated Agreement Amount \$359,937.75			

This Utility Construction Agreement is made and entered into between the Washington State Department of Transportation (STATE) and the above named UTILITY.

WHEREAS, the STATE is planning the construction or improvement of the State Route as shown above for the identified STATE project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain UTILITY facilities (Work), and

WHEREAS, the STATE is responsible for the cost of the Work affecting the UTILITY's facilities located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by the STATE project, and

WHEREAS, the Work shall be defined as all materials, equipment, labor, contract administration and any other effort required to perform the relocation, construction, and/or removal of the UTILITY's facilities, and

WHEREAS, it is deemed to be in the best public interest for the UTILITY to perform the relocation, removal, or construction of its facilities,

NOW, THEREFORE, pursuant to RCW 47.01.210 and chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CONSTRUCTION, INSPECTION, AND ACCEPTANCE

1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.

1.2 The UTILITY shall furnish the labor, materials, equipment, and tools required for and perform the Work in constructing, removing and/or relocating the UTILITY facilities, in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans.

1.3 If the UTILITY is not adequately staffed or equipped to perform all the Work required herein, the UTILITY may have all or part of this Work done by a contract let by the UTILITY, as follows:

1.3.1 Before contracting out any Work, the UTILITY shall obtain written authorization from the STATE, and the STATE may require the UTILITY to advertise and solicit bids for the contract Work.

1.3.2 If the STATE requires the Work to be advertised and bid, the UTILITY shall provide a copy of all bid documents to the STATE seven (7) calendar days prior to the advertisement date for STATE comment.

1.3.3 The UTILITY shall notify the STATE at least three (3) working days in advance of the location and time of the bid opening so that a STATE representative may attend the bid opening.

1.3.4 The UTILITY shall supply a copy of the three lowest bids with itemized bid amounts to the STATE within seven (7) calendar days of bid opening

1.3.5 If the UTILITY elects to use other than the lowest bid contractor, the UTILITY shall provide written justification to the STATE for the use of that contractor and bid price. The STATE shall review the UTILITY's written justification, and if the STATE does not agree therewith and the UTILITY awards the bid to other than the lowest bid contractor, the UTILITY shall be responsible for the cost difference between the amount of the lowest bid and the amount of the awarded contract.

1.4 If the UTILITY desires to have the Work performed under an existing contract, the STATE may require the UTILITY to provide the STATE with a copy of the contract for the STATE's written approval of the contractor and contract charges.

1.5 The Parties agree that nothing in the STATE's approval of a UTILITY contractor or bid shall be for the benefit of the UTILITY; all such approvals, whether written or verbal, shall be solely for the benefit of the STATE and shall not establish a contractual relationship among the STATE, the UTILITY, and the UTILITY's contractor.

1.6 All of the UTILITY's Work, construction procedures, materials, and/or utility installation, as provided under this Agreement, shall be subject to STATE inspection for solely the benefit of the STATE's payment, state highway and/or STATE project. The UTILITY shall promptly notify the STATE in writing when the Work is completed. The STATE shall inspect the Work for compliance with the Exhibits attached to this Agreement. The STATE will notify the UTILITY in writing of any non-compliance that would impact the STATE's payment, state highway and/or STATE project. The UTILITY agrees to make the necessary changes to satisfy the STATE requirements or adjust the invoice. The STATE's inspection shall not reduce or modify the UTILITY's responsibility for the Work.

1.7 Upon completion of the Work, the UTILITY agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without STATE liability or expense.

2. AUTHORITY TO BEGIN WORK

2.1 The UTILITY agrees not to begin Work until the STATE has provided written notice, authorizing the UTILITY to begin Work. The STATE shall not be obligated to reimburse the UTILITY for any Work performed before the date of notification.

3. COMPLIANCE

3.1 The UTILITY agrees to comply with all applicable requirements of the STATE in accordance with the Utilities Accommodation Policy, Chapter 468-34 WAC, and amendments thereto, and said policy and amendments are hereby incorporated in and made a part of this Agreement for all intents and purposes as if fully set forth herein.

3.2 The UTILITY agrees to comply with all applicable laws and environmental requirements of any jurisdictional agency and is responsible for obtaining any necessary environmental permits required in order to perform the Work.

3.3 The UTILITY agrees to obtain and comply with any other permits from any jurisdictional agency that are required in order for the UTILITY to perform the Work.

4. PAYMENT

4.1 The STATE is responsible for the cost of the Work, excluding all betterment work, for the UTILITY's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which are impacted by the STATE project, as shown in Exhibits A and B. Exhibit B, Cost Estimate, contains an itemized cost estimate of STATE-responsible costs for the Work to be performed by the UTILITY.

4.2 The STATE, in consideration of the faithful performance of the Work to be done by the UTILITY, agrees to reimburse the UTILITY for the actual direct and related indirect cost of the Work, excluding all betterment work, for which the STATE is responsible as defined in Exhibits A and B. The UTILITY agrees to invoice the STATE and provide supporting documentation for all charges, and the STATE agrees to pay the UTILITY within thirty (30) days of receipt of an invoice. Payments shall not be more frequent than one per month. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.

4.3 The UTILITY shall submit a final invoice to the STATE within ninety (90) calendar days following completion of the Work. In the event that the final invoice reveals an overpayment to the UTILITY, the UTILITY agrees to refund such overpayment to the STATE within thirty (30) days.

5. CHANGE IN WORK OR COST INCREASE

5.1 The STATE agrees that the amount shown in Exhibit B may not reflect the actual costs of the Work. Should the UTILITY determine that the Work costs for which the STATE is responsible might exceed the cost estimate by more than twenty-five (25) percent, the UTILITY shall immediately notify the STATE before performing any Work in excess of the Exhibit B estimate plus the additional percentage. The STATE and the UTILITY will, if necessary, amend Exhibit B to revise the cost estimate before the UTILITY incurs costs above the amount shown in Exhibit B plus the additional percentage.

5.2 Should it be necessary to modify Exhibit A, Special Provisions, the UTILITY agrees to immediately notify the STATE of all proposed changes, and the STATE agrees to provide written notice of its acceptance or rejection of the change(s), in writing, within five (5) working days.

6. RIGHT OF ENTRY

6.1 Subject to the UTILITY obtaining all required permits and meeting any other requirements for Work conducted within state-owned right of way, the STATE hereby grants the UTILITY a right of entry upon all land in which the STATE has interest for the purpose of performing the Work.

6.2 The UTILITY shall not enter state-owned right of way without first having a STATE-issued written right of entry.

7. GENERAL PROVISIONS

7.1 Indemnification: To the extent authorized by law, the UTILITY and STATE shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the UTILITY and (b) the STATE, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the UTILITY or STATE, and provided further, that nothing herein shall require the UTILITY or STATE to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

7.2 Disputes: If a dispute occurs between the UTILITY and the STATE at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.

7.3 Venue: In the event that either Party to this Agreement deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington. Further, the Parties agree that each shall be responsible for its own attorneys fees and costs.

7.4 Termination:

7.4.1 The UTILITY understands that the STATE retains the right to terminate this Agreement for convenience upon thirty (30) calendar days written notice to the UTILITY. In the event that the STATE exercises this termination right, the STATE will reimburse the UTILITY for all allowable costs under this Agreement incurred prior to the date of termination.

7.4.2 In the event funding for the Work is withdrawn, reduced, or limited in any way after the execution date of this Agreement and prior to normal completion, the STATE may terminate the Agreement upon less than the thirty (30) calendar day notice requirement in section 7.4.1, subject to renegotiation at STATE's sole option pursuant to the revised funding limitations and conditions. The STATE will reimburse the UTILITY for all allowable costs under this Agreement incurred prior to the date of termination.

7.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

7.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.

7.7 Audit and Records: During the progress of the Work and for a period of not less than three (3) years from the date of final payment. The UTILITY shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the STATE, State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

7.9 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year last written below.

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____

Print: Mike Gribner, P.E.

Title: Regional Administrator

Date: _____

CITY OF SPOKANE

By: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

L. Scott Lockwood, Assistant Attorney General

Date: _____

APPROVED AS TO FORM

By: _____

City Attorney

Date: _____

Attest: _____

Spokane City Clerk



Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/19/2017
Clerk's File #	OPR 2014-0060
Renews #	
Cross Ref #	RES 2014-0131
Project #	
Bid #	
Requisition #	
Agenda Item Name	4490 - CITY/COUNTY DISPOSAL INTERLOCAL AGREEMENT AMENDMENT NO. 3

Agenda Wording

Amendment No. 3 to Interlocal Agreement between the City and County for transfer and disposal services at the City's Waste to Energy Facility (WTE).

Summary (Background)

This Amendment extends the term of the agreement, reduces the County disposal rate and removes the early termination option. The current Interlocal Agreement with the County contains a per ton disposal rate the County pays the City for disposal services as well as an option for the County to terminate the Agreement at any time by giving the City 12 months' notice.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head SIMMONS, SCOTT M.

Division Director SIMMONS, SCOTT M.

Finance DAVIS, LEONARD

Legal DALTON, PAT

For the Mayor DUNIVANT, TIMOTHY

Council Notifications

Study Session

Other PWC

Distribution List

kgimpel@spokanecity.org

cconklin@spokanecity.org

acline@spokanecity.org

eschoedel@spokanecity.org

Additional Approvals

Purchasing

BRIEFING PAPER
Public Works Division
July 24, 2017

Subject:

Amendment #3 to the Disposal Interlocal Agreement between the City and County.

Background:

In 2014, under Resolution No. 14-0131 and City Clerk OPR 2014-0060, the City and County worked diligently to draft and finalize the Interlocal Agreement (ILA) between the City of Spokane and Spokane County outlining the transfer and disposal of solid waste. The ILA laid the foundation for a smooth transition of the management of the Regional Solid Waste System from the City to the County, effective November 17, 2014. The City and County have worked together very effectively under the terms of that ILA, providing reliable solid waste transfer and disposal services to all the member jurisdictions of the Regional Solid Waste System.

The ILA was structured to provide for the possibility that the County might determine, after a period of three years that pursuing a lower-cost disposal alternative may be in the best interest of the County and the Regional System's other member jurisdictions. This "opt-out" provision in the ILA recognized that there were many uncertainties going forward relative to the cost of various disposal alternatives. In the ILA, the County made a commitment to three years of solid waste disposal at the City's WTE Facility, with one year notice stipulated for discontinuing flow to the WTE at any point in time after November 16, 2017.

The County's preference is to keep the Regional Solid Waste System operating under the current scenario, with all solid waste from member jurisdictions and the unincorporated areas of Spokane County transferred to the WTE Facility for final disposal. It is the County's position that the WTE Facility provides a disposal solution that is environmentally superior to landfill disposal, and they hope to continue to use the WTE Facility in the interest of environmental stewardship.

The City has benefitted from the current operational approach. The coordination of special services related to educational programs and promotion of waste reduction, recycling, and composting have proceeded especially well, with City and County staff working together for highly

effective outcomes. In addition, City and County staff collaborated effectively to stream line the procedures for weighing and tracking loads from the two County Transfer Stations whereby the City has realized time and cost savings at the WTE Facility. In short, the City no longer weighs the County transfer trucks in and out at the WTE reducing labor cost and allows City collection trucks faster more efficient dump time.

The County has requested a \$3 per ton disposal rate reduction in exchange for certain benefits and assurances to the City.

Impact

- The City would reduce the County Disposal Rate \$3 to \$51.90 per ton, which would be <\$300,000 per year of the \$7 million in annual revenue from the County.
- The term of the Amended ILA would be for five years with five 1-year extension options thereafter.
- The “opt-out” option for the County in the ILA would be eliminated.
- This Amendment to the ILA would guarantee the County’s waste flow and \$7 million per year revenue would continue for at least five more years, allowing the City to recognize the community enhancements (additional neighborhood clean ups, improving alleys, etc.) outlined in our overall rate proposal.

Action

Request approval of Amendment #3 of the Disposal Interlocal Agreement between the City and County.

Funding

The Amendment will cost the Solid Waste Disposal Department <\$300,000 per year while retaining the County’s \$7 million per year in revenue for at least five more years, allowing us to implement the community enhancements outlined in our overall rate proposal.

INTERLOCAL AGREEMENT AMENDMENT # 3

THIS INTERLOCAL AGREEMENT AMENDMENT # 3 is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE COUNTY, a political subdivision of the State of Washington, "County", whose address for the transaction of business is 1116 West Broadway Avenue, Spokane, WASHINGTON 99260. Together referenced as the "Parties".

WHEREAS, the Parties entered into an Interlocal Agreement Between the City of Spokane and Spokane County Regarding Transfer and Disposal of Solid Waste, (Agreement) on February 19, 2014 and subsequently amended on January 21, 2015 to provide an early buy out for the purchase of the Transfer Stations, and on June 22, 2015 to provide for all by-pass waste delivered to the Waste-To-Energy Facility under current contract; and

WHEREAS, the City has reviewed and adjusted its rates for solid waste disposal in exchange for a longer contract term; and

WHEREAS, the Agreement and billing arrangements provide that the City will be responsible for weighing Solid Waste as it enters the Waste To Energy Facility; and

WHEREAS, County disposal of Solid Waste at the Waste To Energy Facility frequently occurs at times beyond commercial only hours, and create unnecessary delay for drivers to wait for the City to weigh the Solid Waste; and

WHEREAS, the County has implemented weighing protocol to weigh Solid Waste as it leaves the County facilities and generate a weight ticket, reducing labor and cost to the City while freeing up scales to be used by City Collection Vehicles; and

WHEREAS, maintaining the county-wide solid waste system as it currently exists provides efficiencies with all programs, public outreach and education; and

WHEREAS, the Parties now agree it would be in both Parties mutual interests to amend Sections 3, 4H, 4I, 4N and 16G of Interlocal Agreement to provide greater

efficiencies and coordination; -- Now, Therefore,

The Parties agree as follows:

1. AGREEMENT DOCUMENTS. The Agreement OPR 2014-0060 dated February 19, 2014, amended January 21, 2015 and amended June 22, 2015 shall remain in full force and effect, except as provided herein.

2. AMENDMENT. Section 3 of the Agreement is hereby amended as follows:

This Agreement shall be effective upon execution by both Parties and run through September 1, 2023 (at 12:00 A.M. on November 17, 2014 ("Commencement Date") and run through 11:59 P.M. on November 16, 2021, unless the COUNTY provides written notice of termination as provided for in Section No. 4(M) of this Agreement.) Under no circumstances shall this Agreement be terminated prior to the end of five (5) (three (3)) years or before September 1, 2023(November 16, 2017).

After March 1, 2023, should either Party wish not to extend the Agreement, the requesting Party will provide written notice to the other Party, at least six (6) months prior to the expiration or termination date of their intent NOT to seek extension of the Agreement.

(Any notice of termination shall be provided in writing and not later than twelve (12) months prior to the effective date)

Notwithstanding the above provisions, upon six (6) months written notice, this Agreement may be extended in one (1) year increments for a period of five (5) years, or terms otherwise agreed upon, by mutual written agreement of the PARTIES.

3. AMENDMENT. Section 4H of the Agreement is hereby amended as follows:

H. County Disposal Rate:

Upon execution of this Agreement by both Parties , the COUNTY will pay to the CITY Fifty-One and 90/100 Dollars (\$51.90) (For the period from November 17, 2014 through December 31, 2015, the COUNTY will pay to the CITY Fifty Four and 12/100 Dollars (\$54.12)) per ton for each ton of solid waste delivered from the Transfer Stations to the Waste To Energy Facility by the COUNTY.

On January 1st of each year following 2014 (2015), the CITY will adjust the County Disposal Rate to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, All Items for All Urban Consumers (CPI-U) (the "Index"). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index

number for June (~~October~~) of the just-completed year by the Index number for June (~~October~~) of the previous year. In the event the Index number stays the same or decreases, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Notwithstanding the above, the annual CPI adjustment in any given year will not be greater than 2%.

Example Calculation of Annual Rate Adjustments:

	INDEX	ADJUST FACTOR	COUNTY DISPOSAL RATE
Base Yr.N	125		\$(54.12) 51.90
N+1	128.844	1.030752	\$(55.78) 52.43
N+2	133.315	1.034710	\$(57.72) 52.98
N+3*	132.474	No change	\$(57.72) 52.98
N+4**	133	No change	\$(57.72) 52.98
N+5	137.748	1.033252	\$(59.69) 53.52
N+6	140.054	1.016741	\$(60.64) 54.07
* No change-Index decreased			
** No charge-Index did not exceed highest previous Index			

The CITY will be responsible for all of the costs associated with disposal of the Solid Waste once delivered to the Waste To Energy Facility, including but not limited to incineration, ash disposal, by-pass of unburned material, and all maintenance, operation, repairs and ordinary renewals and replacements necessary for the operation of the Waste To Energy Facility.

4. AMENDMENT. Section 4I of the Agreement is hereby amended as follows:

I. Billing:

The CITY shall bill the COUNTY monthly on or before the 20th of the month for the previous month. (~~However, the first monthly bill shall be prepared in January 2015 for the period November 17, 2014 through December 31, 2014.~~)

The monthly bill shall (~~consist of two components.~~

~~The first component shall~~) be determined by multiplying the Solid Waste tonnage delivered by the COUNTY from the Transfer Stations to the Waste To Energy Facility by the County Disposal rate.

~~(The second component shall be the monthly installment for the purchase of the Transfer Stations (\$117,857.14), subject to the terms provided in Section No. 4(C).)~~

The CITY shall be responsible for weighing Solid Waste as it enters the CITY's Waste To Energy Facility. The CITY can authorize weighing of the Solid Waste by the COUNTY as it leaves the COUNTY Transfer Stations inbound to the CITY's Waste To Energy Facility. The COUNTY shall provide to the CITY copies of the COUNTY's weigh tickets within 10 days for verification. The PARTIES can mutually agree to other methods for weighing of the Solid Waste which are mutually acceptable for determining the weights of the Solid Waste delivered to the Waste To Energy Facility by the COUNTY.

The COUNTY shall advise the CITY in writing within ten (10) business days of invoice receipt if it has any questions, needs further information, or disputes the bill. The COUNTY will reimburse the CITY for the monthly billing within sixty (60) calendar days of invoice receipt for all portions of the bill which are not disputed. Any dispute between the PARTIES as to any billing shall be resolved pursuant to the Dispute Resolution Section. If a billing not subject to dispute is outstanding for more than three (3) months, it shall, at the sole discretion of the CITY, accrue interest at the current local government investment pool rate until paid.

5. AMENDMENT. Section 4N of the Agreement is hereby amended as follows:

N. **Early Termination:**

Any termination shall be in accordance with Section 3.

~~(This Agreement shall be in effect for seven (7) years. After two (2) years, the COUNTY shall have the option to provide to the CITY twelve (12) months prior written notice ("Early Termination") of its intent to terminate this Agreement. Should the COUNTY exercise this Early Termination option, it will be effective no earlier than the end of three (3) years (November 16, 2017), or any other later time prior to the seven (7) year term of this Agreement. The COUNTY will then pay to the CITY a lump sum representing the remaining unpaid amount of the purchase price of the Transfer Stations owed to the CITY.~~

~~Said amount shall be paid within twelve (12) months of written notice of Early Termination, or at such time(s) as the PARTIES may mutually agree in writing. Upon payment of purchase price of the Transfer Station by the COUNTY, the CITY shall execute and file a Full Reconveyance of the Deed of Trust addressed in Section No. 4B(5)(b)(i).~~

~~Upon Early Termination, the COUNTY shall have no further obligation to deliver any Solid Waste received at the Transfer Stations to the Waste To~~

~~Energy Facility for final disposal pursuant to this Agreement.)~~

6. AMENDMENT. Section 4M of the Agreement is hereby amended as follows:

M. **Non-processible Waste:**

The CITY shall be responsible for identifying and disposing of any non-processible waste delivered to the Waste To Energy Facility. The CITY and the COUNTY further agree, that upon request of the CITY during times when the Waste To Energy Facility is unavailable to process waste, the COUNTY agrees to load waste (by-pass) from one or both County Transfer Stations into intermodal containers and deliver directly to the BNSF rail yard in Spokane to be managed as by-pass waste by Rabanco under the current Agreement between the CITY and Rabanco, OPR # 1991-0473. Further, the Parties agree ~~(to share equally (50% split))~~ any fee differential between the County Disposal Rate to the City and the Contract rate for by-pass disposal between the City and Rabanco shall be retained by the COUNTY.

7. AMENDMENT. Section 16G of the Agreement is hereby amended as follows:

G. **Termination:**

This Agreement can only be terminated in accordance with Section 3 ~~(4-(M))~~.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST:

AL FRENCH, Chair

Daniela Erickson
Clerk of the Board

JOSH KERNS Vice-Chair

_____, Commissioner

APPROVED AS TO FORM:

Deputy Civil Prosecuting Attorney

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Elizabeth Schoedel
Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/12/2017
Clerk's File #	ORD C35531
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0320 UPPER SOUTH HILL TRAFFIC STUDY SPECIAL BUDGET ORDINANCE		

Agenda Wording

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs.

Summary (Background)

FROM:0100-99999 General Fund 99999-Unappropriated Reserves \$20,000 TO:0980-89000 General Fund 97140-80101 Transfer to Arterial Street Fund \$20,000 Section 2. That in the budget of the Arterial Street Fund, and the budget annexed thereto with reference to the Arterial Street Fund, the following changes be made: FROM: 3200-49199 Arterial Street Fund 99999-39710 Transfer from General Fund \$20,000 TO: 3200-49199 Arterial Street Fund 42800-54201 Contractual Services \$20,000

<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>	Finance
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Tim Dunivant	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Crystal Marchand	

<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE NO. C35531

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the General Fund and Arterial Street Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days.

NOW, THEREFORE, the City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 20,000</u>
TO:	0980-89000	General Fund	
	97140-80101	Transfer to Arterial Street Fund	<u>\$ 20,000</u>

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

FROM:	3200-49199	Arterial Street Fund	
	99999-39710	Transfer from General Fund	<u>\$ 20,000</u>
TO:	3200-49199	Arterial Street Fund	
	42800-54201	Contractual Services	<u>\$ 20,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide traffic data collection and analysis along with public outreach on the Upper South Hill between Regal and Freya from 29th to the south City limits; and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Attest: _____
City Clerk Council President

Approved as to form: _____
Assistant City Attorney

Mayor Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/18/2017
Clerk's File #	RES 2017-0062
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 NET NEUTRALITY RESOLUTION

Agenda Wording

A resolution opposing the Federal Communications Commission's proposal, ("Restoring Internet Freedom") that will roll back the enforcement of net neutrality principles.

Summary (Background)

This resolution puts the City of Spokane on record opposing the enforcement rollback of net neutrality principles by the Federal Communications Commission known as "Restoring Internet Freedom". A copy of the resolution will be filed with the Federal Communications Commission as opposition to Docket No. 17-108, "Restoring Internet Freedom".

<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>	Finance & Technology
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	amcdaniel@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2017-0062

A resolution opposing the Federal Communications Commission's proposal, (*"Restoring Internet Freedom"*) that will roll back the enforcement of net neutrality principles.

WHEREAS, the Federal Communications Commission (FCC) voted 2-1 on May 18th, 2017, to begin the rollback the enforcement of net neutrality protections via the *"Restoring Internet Freedom"* proposal; and

WHEREAS, the Federal Communications Commission is accepting comments on *"Restoring Internet Freedom"* through August 16th, 2017; and

WHEREAS, net neutrality is the principle that consumers have the right to use devices of their choice and have access to applications, services, and content of their choice without discrimination or prioritization from internet service providers (ISPs); and

WHEREAS, internet access is no longer considered a luxury but is a critical utility used in all aspects of Spokane citizens' lives; and

WHEREAS, Spokane is the growing regional economic hub for telecommunications and information technology services and access to an open, neutral, and fair internet is a necessity for entrepreneurs, business development, and job creation in Spokane; and

WHEREAS, more than 25% of the non-farm employment in Spokane County work in the technology sector; and

WHEREAS, the end of a neutral internet could fundamentally alter information access for students in Spokane including students engaging in STEM programs; and

WHEREAS, the inability to enforce net neutrality rules could create a multi-tiered internet, limit consumer choice, and manipulate access to content through paid prioritization; and

WHEREAS, all consumers, students, non-profits, and businesses should have equal access to an open internet; and

WHEREAS, the City of Spokane joins organizations and businesses such as the Inland Northwest Technologists, ACLU, American Library Association, Internet Association, Microsoft, Amazon, Google, Facebook, and Netflix, as well as U.S. Senators Maria Cantwell and Patty Murray in opposing *"Restoring Internet Freedom"*;

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL that the City of Spokane strongly opposes the enforcement rollback of net neutrality

principles by the Federal Communications Commission known as *“Restoring Internet Freedom”*;

BE IT FURTHER RESOLVED, that a copy of this resolution shall be filed with the Federal Communications Commission as opposition to Docket No. 17-108, *“Restoring Internet Freedom”*.

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:**

07/31/2017

Date Rec'd

7/18/2017

Clerk's File #

RES 2017-0063

Renews #**Cross Ref #**RES 2010-0042 &
2013-0085**Submitting Dept**

ACCOUNTING

Contact Name/Phone

KIM BUSTOS X6034

Project #**Contact E-Mail**

KBUSTOS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5600-REFINANCE INTERFUND LOAN FROM SPOKANE INVESTMENT POOL

Agenda Wording

A resolution of the City of Spokane, Washington, relating to an interfund loan from the Spokane Investment Pool to the Asset Management Fund of \$2,073,973.60 of Limited Tax General Obligation Bonds, 2017 Series B.

Summary (Background)

This resolution is to refinance an interfund loan authorized in Resolution 2010-0042, wherein the Spokane Investment Pool loaned \$2,815,000 to the Asset Management Fund for the Police Evidence Facility on Alki. The term of the bond will be five years at the existing interest rate, with a maturity of December 31, 2021. The bonds will automatically be renewed every five years until the final maturity on December 31, 2033 unless otherwise called by the City.

Fiscal Impact**Budget Account**

Expense \$ 69,602.49

0680-11200-97185-80102-99999

Select \$

#

Select \$

#

Select \$

#

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

BUSTOS, KIM

Study Session**Division Director**

DUNIVANT, TIMOTHY

OtherFinance 11/07/16 &
03/06/17**Finance**

DAVIS, LEONARD

Distribution List**Legal**

DALTON, PAT

Treasury Accounting@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

mhughes@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION NO. 2017-0063

A RESOLUTION of the City of Spokane, Washington, relating to contracting indebtedness; providing for the issuance of \$2,073,973.60 principal amount of a Limited Tax General Obligation Bond, 2017 Series B, of the City for general City purposes to provide funds with which to refinance an interfund loan for public purposes; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

BE IT RESOLVED by the City Council as follows:

Section 1. Recitals. The City Council (the "Council") of the City of Spokane, Washington (the "City"), hereby makes the following findings and determinations:

(a) The City has a need to refinance an interfund loan, originally authorized in Resolution 2010-0042, and subsequently re-authorized in Resolution 2013-0085, wherein the City acquired property to provide a police evidence facility (collectively, the "Project"). Such expenses were both necessary and legitimate.

(b) Pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue a general obligation bond (the "Bond") for the purpose of funding the Project.

(c) The amount of indebtedness for which the Bond will be issued is \$2,073,973.60, which is within the statutory and constitutional limits of indebtedness prescribed for the City.

(d) RCW 35.39.030(4) authorizes the City to invest its money in "general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state." Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments authorize the City Treasurer to invest in general obligation bonds issued by the City.

Section 2. Authorization of the Bond. The City shall borrow money on the credit of the City and issue a limited tax general obligation bond evidencing that indebtedness in the amount of \$2,073,973.60 for general City purposes to refinance the interfund loan.

Section 3. Description of the Bond. The general obligation bond authorized to be issued pursuant to Section 2 of this resolution shall be designated as the Limited Tax General Obligation Bond, 2017 Series B, of the City (the "Bond"); shall be in the principal amount of \$2,073,973.60; shall be dated the date it initially is issued by the City; shall mature on December 31, 2021. The bonds will automatically be renewed every five years until the final maturity on December 31, 2033 unless otherwise called by the City. shall be numbered R-1; and shall bear interest from its date (or the most recent date to which interest has been paid) at the existing rate of 1.54% computed on the basis of the actual number of days elapsed over a year of 365/366 days (i.e., interest is compounded daily). Principal and interest on the bond shall be paid semi-annually, on each December 31 and June 30, commencing on December 31, 2017. At maturity, the remaining principal of the Bond shall be paid in full (and may be prepaid earlier, in full or in part, pursuant to Section 5 of this resolution).

Section 4. Payment of the Bond. Both principal of and interest on the Bond shall be payable solely out of the Asset Management Fund (as defined below), in lawful money of the United States of America, by check, draft, electronic transfer or interfund transfer on the payment date. Such payments will be made to the Registered Owner (as defined below) at the address appearing on the Bond Register (as defined below). The final installment of principal and interest on the Bond at maturity or prior repayment is payable at the office of the Bond Registrar (as defined below) in Spokane, Washington, upon presentation and surrender of the Bond.

Section 5. Prepayment Provisions. The City reserves the right to prepay principal of the Bond prior to its stated maturity at any time, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on the principal of the Bond so prepaid shall cease to accrue on the date of such prepayment.

Section 6. Failure to Redeem Bond. If the Bond is not redeemed when properly presented at its maturity or earlier prepayment date, the City shall be obligated to pay interest on the Bond at the same rate provided therein from and after its maturity date until the Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Asset Management Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 7. Pledge of Taxes. For as long the Bond is outstanding and unpaid, the City irrevocably pledges to pay when due the principal of and interest on the Bond, and the full faith, credit and resources of the City are pledged irrevocably for the collection and the prompt payment of that principal and interest.

Section 8. Form and Execution of the Bond. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1

\$ 2,073,973.60

STATE OF WASHINGTON

CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2017 B

INTEREST RATE: 1.54%

MATURITY DATE: 12/31/2021

REGISTERED OWNER: City of Spokane, Washington.

PRINCIPAL AMOUNT: TWO MILLION SEVENTY THREE THOUSAND NINE
HUNDRED SEVENTY THREE AND 60/100 DOLLARS

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, to pay principal, and interest thereon, from December 31, 2017, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable semiannually thereafter on the last days of each succeeding December and June. Both principal of and interest on this bond are payable in lawful money of the United States of America. Initially, the City has specified and adopted the registration system for the bonds of this issue specified by the State Finance Committee, and the fiscal agency of the State will act as registrar, paying agent and authenticating agent (the "Bond Registrar").

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the City Charter, and Resolution No. 2017-0063 duly passed by the City Council on _____, 2017. (the "Bond Resolution"). Capitalized terms used in this bond have the meanings given such terms in the Bond Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget sufficient funds to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this issue have not been designated by the District as "qualified tax-exempt obligations" under Section 265(b) of the

Code for banks, thrift institutions and other financial institutions. [The interest on the bonds of this issue is [not] excludable from federal income taxation.]

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this ____ day of _____ 2017.

CITY OF SPOKANE, WASHINGTON

By _____ /s/ manual or facsimile
Mayor

ATTEST:

_____/s/ manual or facsimile
City Clerk

[SEAL]

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Bond Resolution and is one of the Limited Tax General Obligation Bonds, 2017 Series B, of the City of Spokane, Washington, dated _____, 2017.

TREASURER, CITY OF SPOKANE,
WASHINGTON as Registrar

By _____
Authorized Signer

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 9. Bond Registrar. The City's Treasurer is appointed as the registrar for the Bond (the "Bond Registrar") and, in such capacity, shall be responsible for registering ownership of the Bond. The Bond shall be issued to the City of Spokane (the "Registered Owner"), as payee, for the benefit of the SIP, only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the Registered Owner. The Bond may not be assigned or transferred by the Registered Owner. When the Bond has been paid in full, both principal and interest, it shall be surrendered by the Registered Owner to the Bond Registrar, who shall cancel the Bond. The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration of the Bond. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the City's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution. The provisions of this resolution shall constitute a system of registration for purposes of the Bond. The Bond Registrar shall be

responsible for the representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

Section 10. Purchase of the Bond. The City shall purchase the Bond, at the price of par, from funds available for investment on deposit in the SIP. The Mayor, the City Clerk, the City Treasurer, the City's Chief Financial Officer, and other City officials are authorized and directed to do everything necessary for the prompt delivery of the Bond and for the proper application and use of the proceeds of the sale thereof.

Section 11. Ratification and Limitation on Recourse. All actions heretofore taken in furtherance thereof and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects. No recourse shall be had for any claim based on this resolution or the Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 12. Validity. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bond or of the levy or collection of the taxes pledged to pay and retire the Bond.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held
on _____, 2017.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

Michael Ormsby, City Attorney

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

07/31/2017

Date Rec'd

7/18/2017

Clerk's File #

RES 2017-0064

Renews #**Cross Ref #**RES 2010-0043 &
2013-0086**Submitting Dept**

ACCOUNTING

Contact Name/Phone

KIM BUSTOS X6034

Project #**Contact E-Mail**

KBUSTOS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5600-REFINANCE INTERFUND LOAN FROM SPOKANE INVESTMENT POOL

Agenda Wording

A resolution of the City of Spokane, Washington, relating to an interfund loan from the Spokane Investment Pool to the Asset Management Fund of \$1,341,975.98 of Limited Tax General Obligation Bonds, 2017 Series C.

Summary (Background)

This resolution is to refinance an interfund loan authorized in Resolution 2010-0043, wherein the Spokane Investment Pool loaned \$1,815,000 to the Asset Management Fund for the purchase of the Gardner Building. The term of the bond will be five years at the existing interest rate, with a maturity of December 31, 2021. The bonds will automatically be renewed every five years until the final maturity on December 31, 2033 unless otherwise called by the City.

Fiscal Impact**Budget Account**

Expense \$ 90,073.34

0680-11200-97185-80102-99999

Select \$

#

Select \$

#

Select \$

#

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

BUSTOS, KIM

Study Session**Division Director**

DUNIVANT, TIMOTHY

OtherFinance 11/07/16 &
03/06/17**Finance**

DAVIS, LEONARD

Distribution List**Legal**

DALTON, PAT

Treasury Accounting @spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

mhughes@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION NO. 2017-0064

A RESOLUTION of the City of Spokane, Washington, relating to contracting indebtedness; providing for the issuance of \$1,341,975.98 principal amount of a Limited Tax General Obligation Bond, 2017 Series C, of the City for general City purposes to provide funds with which to refinance an interfund loan for public purposes; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

BE IT RESOLVED by the City Council as follows:

Section 1. Recitals. The City Council (the "Council") of the City of Spokane, Washington (the "City"), hereby makes the following findings and determinations:

(a) The City has a need to refinance an interfund loan, originally authorized in Resolution 2010-0043, and subsequently re-authorized in Resolution 2013-0086, wherein the City acquired property to provide a police evidence facility (collectively, the "Project"). Such expenses were both necessary and legitimate.

(b) Pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue a general obligation bond (the "Bond") for the purpose of funding the Project.

(c) The amount of indebtedness for which the Bond will be issued is \$1,341,975.98, which is within the statutory and constitutional limits of indebtedness prescribed for the City.

(d) RCW 35.39.030(4) authorizes the City to invest its money in "general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state." Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments authorize the City Treasurer to invest in general obligation bonds issued by the City.

Section 2. Authorization of the Bond. The City shall borrow money on the credit of the City and issue a limited tax general obligation bond evidencing that indebtedness in the amount of \$1,341,975.98 for general City purposes to refinance the interfund loan.

Section 3. Description of the Bond. The general obligation bond authorized to be issued pursuant to Section 2 of this resolution shall be designated as the Limited Tax General Obligation Bond, 2017 Series C, of the City (the "Bond"); shall be in the principal amount of \$1,341,975.98; shall be dated the date it initially is issued by the City; shall mature on December 31, 2021. The bonds will automatically be renewed every five years until the final maturity on December 31, 2033 unless otherwise called by the City. shall be numbered R-1; and shall bear interest from its date (or the most recent date to which interest has been paid) at the existing rate of 1.54% computed on the basis of the actual number of days elapsed over a year of 365/366 days (i.e., interest is compounded daily). Principal and interest on the bond shall be paid semi-annually, on each December 31 and June 30, commencing on December 31, 2017. At maturity, the remaining principal of the Bond shall be paid in full (and may be prepaid earlier, in full or in part, pursuant to Section 5 of this resolution).

Section 4. Payment of the Bond. Both principal of and interest on the Bond shall be payable solely out of the Asset Management Fund (as defined below), in lawful money of the United States of America, by check, draft, electronic transfer or interfund transfer on the payment date. Such payments will be made to the Registered Owner (as defined below) at the address appearing on the Bond Register (as defined below). The final installment of principal and interest on the Bond at maturity or prior repayment is payable at the office of the Bond Registrar (as defined below) in Spokane, Washington, upon presentation and surrender of the Bond.

Section 5. Prepayment Provisions. The City reserves the right to prepay principal of the Bond prior to its stated maturity at any time, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on the principal of the Bond so prepaid shall cease to accrue on the date of such prepayment.

Section 6. Failure to Redeem Bond. If the Bond is not redeemed when properly presented at its maturity or earlier prepayment date, the City shall be obligated to pay interest on the Bond at the same rate provided therein from and after its maturity date until the Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Asset Management Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 7. Pledge of Taxes. For as long the Bond is outstanding and unpaid, the City irrevocably pledges to pay when due the principal of and interest on the Bond, and the full faith, credit and resources of the City are pledged irrevocably for the collection and the prompt payment of that principal and interest.

Section 8. Form and Execution of the Bond. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1

\$ 1,341,975.98

STATE OF WASHINGTON

CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2017 C

INTEREST RATE: 1.54%

MATURITY DATE: 12/31/2021

REGISTERED OWNER: City of Spokane, Washington.

PRINCIPAL AMOUNT: ONE MILLION THREE HUNDRED FORTY ONE THOUSAND
NINE HUNDRED SEVENTY FIVE AND 98/100 DOLLARS

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, to pay principal, and interest thereon, from December 31, 2017, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable semiannually thereafter on the last days of each succeeding December and June. Both principal of and interest on this bond are payable in lawful money of the United States of America. Initially, the City has specified and adopted the registration system for the bonds of this issue specified by the State Finance Committee, and the fiscal agency of the State will act as registrar, paying agent and authenticating agent (the "Bond Registrar").

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the City Charter, and Resolution No. 2017-0064 duly passed by the City Council on _____, 2017. (the "Bond Resolution"). Capitalized terms used in this bond have the meanings given such terms in the Bond Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget sufficient funds to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this issue have not been designated by the District as "qualified tax-exempt obligations" under Section 265(b) of the

Code for banks, thrift institutions and other financial institutions. [The interest on the bonds of this issue is [not] excludable from federal income taxation.]

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this ____ day of _____ 2017.

CITY OF SPOKANE, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

[SEAL]

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Bond Resolution and is one of the Limited Tax General Obligation Bonds, 2017 Series C, of the City of Spokane, Washington, dated _____, 2017.

TREASURER, CITY OF SPOKANE,
WASHINGTON as Registrar

By _____
Authorized Signer

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 9. Bond Registrar. The City's Treasurer is appointed as the registrar for the Bond (the "Bond Registrar") and, in such capacity, shall be responsible for registering ownership of the Bond. The Bond shall be issued to the City of Spokane (the "Registered Owner"), as payee, for the benefit of the SIP, only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the Registered Owner. The Bond may not be assigned or transferred by the Registered Owner. When the Bond has been paid in full, both principal and interest, it shall be surrendered by the Registered Owner to the Bond Registrar, who shall cancel the Bond. The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration of the Bond. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the City's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution. The provisions of this resolution shall constitute a system of registration for purposes of the Bond. The Bond Registrar shall be

responsible for the representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

Section 10. Purchase of the Bond. The City shall purchase the Bond, at the price of par, from funds available for investment on deposit in the SIP. The Mayor, the City Clerk, the City Treasurer, the City's Chief Financial Officer, and other City officials are authorized and directed to do everything necessary for the prompt delivery of the Bond and for the proper application and use of the proceeds of the sale thereof.

Section 11. Ratification and Limitation on Recourse. All actions heretofore taken in furtherance thereof and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects. No recourse shall be had for any claim based on this resolution or the Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 12. Validity. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bond or of the levy or collection of the taxes pledged to pay and retire the Bond.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held
on _____, 2017.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

Michael Ormsby, City Attorney

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

07/31/2017

Date Rec'd

7/18/2017

Clerk's File #

RES 2017-0065

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

ACCOUNTING

Contact Name/Phone

KIM BUSTOS X6034

Contact E-Mail

KBUSTOS@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

5600-REFINANCE INTERFUND LOAN FROM SPOKANE INVESTMENT POOL

Agenda Wording

A resolution of the City of Spokane, Washington, relating to an interfund loan from the Spokane Investment Pool to the Asset Management Fund of \$3,324,957.53 of Limited Tax General Obligation Bonds, 2017 Series D.

Summary (Background)

This resolution is to refinance an interfund loan authorized in Resolution 2011-0036, wherein the Spokane Investment Pool loaned \$3,977,000 to the Asset Management Fund for the acquisition of capital asset for the U District LRF project. The term of the bond will be five years at the existing interest rate, with a maturity of June 30, 2021. The bonds will automatically be renewed every five years until the final maturity on June 30, 2036 unless otherwise called by the City.

Fiscal Impact

Expense \$ 224,654.72

Select \$

Select \$

Select \$

Budget Account

2502-79130-97185-80102-99999

#

#

#

Approvals**Dept Head**

BUSTOS, KIM

Division Director

DUNIVANT, TIMOTHY

Council Notifications**Study Session****Other**Finance 11/07/16 &
03/06/17**Finance**

DAVIS, LEONARD

Legal

DALTON, PAT

For the Mayor

DUNIVANT, TIMOTHY

Distribution List

Treasury Accounting@spokanecity.org

mhughes@spokanecity.org

Additional Approvals**Purchasing**

RESOLUTION NO. 2017-0065

A RESOLUTION of the City of Spokane, Washington, relating to contracting indebtedness; providing for the issuance of \$3,324,957.53 principal amount of a Limited Tax General Obligation Bond, 2017 Series D, of the City for general City purposes to provide funds with which to refinance an interfund loan for public purposes; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

BE IT RESOLVED by the City Council as follows:

Section 1. Recitals. The City Council (the "Council") of the City of Spokane, Washington (the "City"), hereby makes the following findings and determinations:

(a) The City has a need to refinance an interfund loan, originally authorized in Resolution 2011-0036, wherein the City acquired property to provide a police evidence facility (collectively, the "Project"). Such expenses were both necessary and legitimate.

(b) Pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue a general obligation bond (the "Bond") for the purpose of funding the Project.

(c) The amount of indebtedness for which the Bond will be issued is \$3,324,957.53, which is within the statutory and constitutional limits of indebtedness prescribed for the City.

(d) RCW 35.39.030(4) authorizes the City to invest its money in "general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state." Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments authorize the City Treasurer to invest in general obligation bonds issued by the City.

Section 2. Authorization of the Bond. The City shall borrow money on the credit of the City and issue a limited tax general obligation bond evidencing that indebtedness in the amount of \$3,324,957.53 for general City purposes to refinance the interfund loan.

Section 3. Description of the Bond. The general obligation bond authorized to be issued pursuant to Section 2 of this resolution shall be designated as the Limited Tax General Obligation Bond, 2017 Series D, of the City (the "Bond"); shall be in the principal amount of \$3,324,957.53; shall be dated the date it initially is issued by the City; shall mature on June 30, 2021. The bonds will automatically be renewed every five years until the final maturity on June 30, 2036 unless otherwise called by the City. shall be numbered R-1; and shall bear interest from its date (or the most recent date to which interest has been paid) at the existing rate of 2.893% computed on the basis of the actual number of days elapsed over a year of 365/366 days (i.e., interest is compounded daily). Principal and interest on the bond shall be paid semi-annually, on each December 31 and June 30, commencing on June 30, 2017. At maturity, the remaining principal of the Bond shall be paid in full (and may be prepaid earlier, in full or in part, pursuant to Section 5 of this resolution).

Section 4. Payment of the Bond. Both principal of and interest on the Bond shall be payable solely out of the Asset Management Fund (as defined below), in lawful money of the United States of America, by check, draft, electronic transfer or interfund transfer on the payment date. Such payments will be made to the Registered Owner (as defined below) at the address appearing on the Bond Register (as defined below). The final installment of principal and interest on the Bond at maturity or prior repayment is payable at the office of the Bond Registrar (as defined below) in Spokane, Washington, upon presentation and surrender of the Bond.

Section 5. Prepayment Provisions. The City reserves the right to prepay principal of the Bond prior to its stated maturity at any time, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on the principal of the Bond so prepaid shall cease to accrue on the date of such prepayment.

Section 6. Failure to Redeem Bond. If the Bond is not redeemed when properly presented at its maturity or earlier prepayment date, the City shall be obligated to pay interest on the Bond at the same rate provided therein from and after its maturity date until the Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Asset Management Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 7. Pledge of Taxes. For as long the Bond is outstanding and unpaid, the City irrevocably pledges to pay when due the principal of and interest on the Bond, and the full faith, credit and resources of the City are pledged irrevocably for the collection and the prompt payment of that principal and interest.

Section 8. Form and Execution of the Bond. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1

\$ 3,324,957.53

STATE OF WASHINGTON

CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2017 D

INTEREST RATE: 2.893%

MATURITY DATE: 06/30/2021

REGISTERED OWNER: City of Spokane, Washington.

PRINCIPAL AMOUNT: THREE MILLION THREE HUNDRED TWENTY FOUR
THOUSAND NINE HUNDRED FIFTY SEVEN AND 53/100
DOLLARS

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, to pay principal, and interest thereon, from June 30, 2017, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable semiannually thereafter on the last days of each succeeding December and June. Both principal of and interest on this bond are payable in lawful money of the United States of America. Initially, the City has specified and adopted the registration system for the bonds of this issue specified by the State Finance Committee, and the fiscal agency of the State will act as registrar, paying agent and authenticating agent (the "Bond Registrar").

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the City Charter, and Resolution No. 2017-0065 duly passed by the City Council on _____, 2017. (the "Bond Resolution"). Capitalized terms used in this bond have the meanings given such terms in the Bond Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget sufficient funds to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this issue have not been

designated by the District as “qualified tax-exempt obligations” under Section 265(b) of the Code for banks, thrift institutions and other financial institutions. [The interest on the bonds of this issue is [not] excludable from federal income taxation.]

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this ____ day of _____ 2017.

CITY OF SPOKANE, WASHINGTON

By _____ /s/ manual or facsimile
Mayor

ATTEST:

_____/s/ manual or facsimile
City Clerk

[SEAL]

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Bond Resolution and is one of the Limited Tax General Obligation Bonds, 2017 Series D, of the City of Spokane, Washington, dated _____, 2017.

TREASURER, CITY OF SPOKANE,
WASHINGTON as Registrar

By _____
Authorized Signer

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 9. Bond Registrar. The City's Treasurer is appointed as the registrar for the Bond (the "Bond Registrar") and, in such capacity, shall be responsible for registering ownership of the Bond. The Bond shall be issued to the City of Spokane (the "Registered Owner"), as payee, for the benefit of the SIP, only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the Registered Owner. The Bond may not be assigned or transferred by the Registered Owner. When the Bond has been paid in full, both principal and interest, it shall be surrendered by the Registered Owner to the Bond Registrar, who shall cancel the Bond. The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration of the Bond. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the City's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution. The provisions of this resolution shall constitute a system of registration for purposes of the Bond. The Bond Registrar shall be

responsible for the representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

Section 10. Purchase of the Bond. The City shall purchase the Bond, at the price of par, from funds available for investment on deposit in the SIP. The Mayor, the City Clerk, the City Treasurer, the City's Chief Financial Officer, and other City officials are authorized and directed to do everything necessary for the prompt delivery of the Bond and for the proper application and use of the proceeds of the sale thereof.

Section 11. Ratification and Limitation on Recourse. All actions heretofore taken in furtherance thereof and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects. No recourse shall be had for any claim based on this resolution or the Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 12. Validity. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bond or of the levy or collection of the taxes pledged to pay and retire the Bond.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held
on _____, 2017.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

Michael Ormsby, City Attorney

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

07/31/2017

Date Rec'd

7/18/2017

Clerk's File #

RES 2017-0066

Renews #**Cross Ref #**2011-0083 &
2013-0087**Submitting Dept**

ACCOUNTING

Contact Name/Phone

KIM BUSTOS X6034

Project #**Contact E-Mail**

KBUSTOS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5600-REFINANCE INTERFUND LOAN FROM SPOKANE INVESTMENT POOL

Agenda Wording

A resolution of the City of Spokane, Washington, relating to an interfund loan from the Spokane Investment Pool to the Asset Management Fund of \$717,368.44 of Limited Tax General Obligation Bonds, 2017 Series E.

Summary (Background)

This resolution is to refinance an interfund loan authorized in Resolution 2011-0083, wherein the Spokane Investment Pool loaned \$1,001,546 to the Asset Management Fund for the construction of the West Plains Fire Station. The term of the bond will be five years at the existing interest rate, with a maturity of December 31, 2021. The bonds will automatically be renewed every five years until the final maturity on December 31, 2033 unless otherwise called by the City.

Fiscal Impact**Budget Account**

Expense \$ \$48,149.72

1970-30210-97185-80102-99999

Select \$

#

Select \$

#

Select \$

#

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

BUSTOS, KIM

Study Session**Division Director**

DUNIVANT, TIMOTHY

OtherFinance 11/07/16 &
03/06/17**Finance**

DAVIS, LEONARD

Distribution List**Legal**

DALTON, PAT

Treasury Accounting@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

mhughes@spokanecity.org

Additional Approvals

Fire Accounting@spokanecity.org

Purchasing

RESOLUTION NO. 2017-0066

A RESOLUTION of the City of Spokane, Washington, relating to contracting indebtedness; providing for the issuance of \$717,368.44 principal amount of a Limited Tax General Obligation Bond, 2017 Series E, of the City for general City purposes to provide funds with which to refinance an interfund loan for public purposes; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

BE IT RESOLVED by the City Council as follows:

Section 1. Recitals. The City Council (the "Council") of the City of Spokane, Washington (the "City"), hereby makes the following findings and determinations:

(a) The City has a need to refinance an interfund loan, originally authorized in Resolution 2011-0083, and subsequently re-authorized in Resolution 2013-0087, wherein the City acquired property to provide a police evidence facility (collectively, the "Project"). Such expenses were both necessary and legitimate.

(b) Pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue a general obligation bond (the "Bond") for the purpose of funding the Project.

(c) The amount of indebtedness for which the Bond will be issued is \$717,368.44, which is within the statutory and constitutional limits of indebtedness prescribed for the City.

(d) RCW 35.39.030(4) authorizes the City to invest its money in "general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state." Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments authorize the City Treasurer to invest in general obligation bonds issued by the City.

Section 2. Authorization of the Bond. The City shall borrow money on the credit of the City and issue a limited tax general obligation bond evidencing that indebtedness in the amount of \$717,368.44 for general City purposes to refinance the interfund loan.

Section 3. Description of the Bond. The general obligation bond authorized to be issued pursuant to Section 2 of this resolution shall be designated as the Limited Tax General Obligation Bond, 2017 Series E, of the City (the "Bond"); shall be in the principal amount of \$717,368.44; shall be dated the date it initially is issued by the City; shall mature on December 31, 2021. The bonds will automatically be renewed every five years until the final maturity on December 31, 2033 unless otherwise called by the City. shall be numbered R-1; and shall bear interest from its date (or the most recent date to which interest has been paid) at the existing rate of 1.54% computed on the basis of the actual number of days elapsed over a year of 365/366 days (i.e., interest is compounded daily). Principal and interest on the bond shall be paid semi-annually, on each December 31 and June 30, commencing on December 31, 2017. At maturity, the remaining principal of the Bond shall be paid in full (and may be prepaid earlier, in full or in part, pursuant to Section 5 of this resolution).

Section 4. Payment of the Bond. Both principal of and interest on the Bond shall be payable solely out of the Asset Management Fund (as defined below), in lawful money of the United States of America, by check, draft, electronic transfer or interfund transfer on the payment date. Such payments will be made to the Registered Owner (as defined below) at the address appearing on the Bond Register (as defined below). The final installment of principal and interest on the Bond at maturity or prior repayment is payable at the office of the Bond Registrar (as defined below) in Spokane, Washington, upon presentation and surrender of the Bond.

Section 5. Prepayment Provisions. The City reserves the right to prepay principal of the Bond prior to its stated maturity at any time, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on the principal of the Bond so prepaid shall cease to accrue on the date of such prepayment.

Section 6. Failure to Redeem Bond. If the Bond is not redeemed when properly presented at its maturity or earlier prepayment date, the City shall be obligated to pay interest on the Bond at the same rate provided therein from and after its maturity date until the Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Asset Management Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 7. Pledge of Taxes. For as long the Bond is outstanding and unpaid, the City irrevocably pledges to pay when due the principal of and interest on the Bond, and the full faith, credit and resources of the City are pledged irrevocably for the collection and the prompt payment of that principal and interest.

Section 8. Form and Execution of the Bond. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1

\$ 717,368.44

STATE OF WASHINGTON

CITY OF SPOKANE
LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2017 E

INTEREST RATE: 1.54%

MATURITY DATE: 12/31/2021

REGISTERED OWNER: City of Spokane, Washington.

PRINCIPAL AMOUNT: SEVEN HUNDRED SEVENTEEN THOUSAND THREE
HUNDRED SIXTY EIGHT AND 44/100 DOLLARS

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, to pay principal, and interest thereon, from December 31, 2017, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable semiannually thereafter on the last days of each succeeding December and June. Both principal of and interest on this bond are payable in lawful money of the United States of America. Initially, the City has specified and adopted the registration system for the bonds of this issue specified by the State Finance Committee, and the fiscal agency of the State will act as registrar, paying agent and authenticating agent (the "Bond Registrar").

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the City Charter, and Resolution No. 2017-0066 duly passed by the City Council on _____, 2017. (the "Bond Resolution"). Capitalized terms used in this bond have the meanings given such terms in the Bond Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget sufficient funds to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

The bonds of this issue are not "private activity bonds" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The bonds of this issue have not been designated by the District as "qualified tax-exempt obligations" under Section 265(b) of the

Code for banks, thrift institutions and other financial institutions. [The interest on the bonds of this issue is [not] excludable from federal income taxation.]

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond and the bonds of this issue does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this ____ day of _____ 2017.

CITY OF SPOKANE, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

[SEAL]

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Bond Resolution and is one of the Limited Tax General Obligation Bonds, 2017 Series E, of the City of Spokane, Washington, dated _____, 2017.

TREASURER, CITY OF SPOKANE,
WASHINGTON as Registrar

By _____
Authorized Signer

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 9. Bond Registrar. The City's Treasurer is appointed as the registrar for the Bond (the "Bond Registrar") and, in such capacity, shall be responsible for registering ownership of the Bond. The Bond shall be issued to the City of Spokane (the "Registered Owner"), as payee, for the benefit of the SIP, only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the Registered Owner. The Bond may not be assigned or transferred by the Registered Owner. When the Bond has been paid in full, both principal and interest, it shall be surrendered by the Registered Owner to the Bond Registrar, who shall cancel the Bond. The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration of the Bond. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the City's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution. The provisions of this resolution shall constitute a system of registration for purposes of the Bond. The Bond Registrar shall be

responsible for the representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

Section 10. Purchase of the Bond. The City shall purchase the Bond, at the price of par, from funds available for investment on deposit in the SIP. The Mayor, the City Clerk, the City Treasurer, the City's Chief Financial Officer, and other City officials are authorized and directed to do everything necessary for the prompt delivery of the Bond and for the proper application and use of the proceeds of the sale thereof.

Section 11. Ratification and Limitation on Recourse. All actions heretofore taken in furtherance thereof and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects. No recourse shall be had for any claim based on this resolution or the Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 12. Validity. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bond or of the levy or collection of the taxes pledged to pay and retire the Bond.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held
on _____, 2017.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

Michael Ormsby, City Attorney



Agenda Sheet for City Council Meeting of:
07/24/2017

Date Rec'd	7/11/2017
Clerk's File #	ORD C35523
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPER SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700 - ORDINANCE AMENDING C27459

Agenda Wording

An ordinance amending C-27459 vacating Jenkins Street from 136.5 west of Monroe Street to Monroe Street.

Summary (Background)

City Council passed the vacation Ordinance on May 29, 1984. At that time an easement was retained to protect a sewer line servicing the health district, as well as a service line for Avista. Since that time the sewer line has been relocated and Avista no longer has facilities in the right-of-way.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PED 6-5-17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	sbishop@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	ebrown@spokanecity.org	
<u>Additional Approvals</u>		edjohnson@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	

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

ORDINANCE NO. C35523

An ordinance amending Ordinance C27459 vacating Jenkins Street from 136.5 feet west of Monroe Street to Monroe Street, in the City of Spokane.

WHEREAS, a petition for the vacation of Jenkins Street from 136.5 feet west of Monroe Street to Monroe Street has been filed with the City Clerk representing 91.6 percent of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public wat; now Therefore,

The City of Spokane does ordain:

Section 1. That Jenkins Street from 136.5 feet west of Monroe Street to Monroe Street is hereby vacated.

~~Section 2. An easement is reserved and retained over the entire vacated area for the existing sanitary sewer in Jenkins Street and for existing services of Washington Water Power Company and no building or other obstruction shall be erected or placed within the vacated area without prior written consent of the Director of Public Works.~~

Passed by City Council, May 29, 1984.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

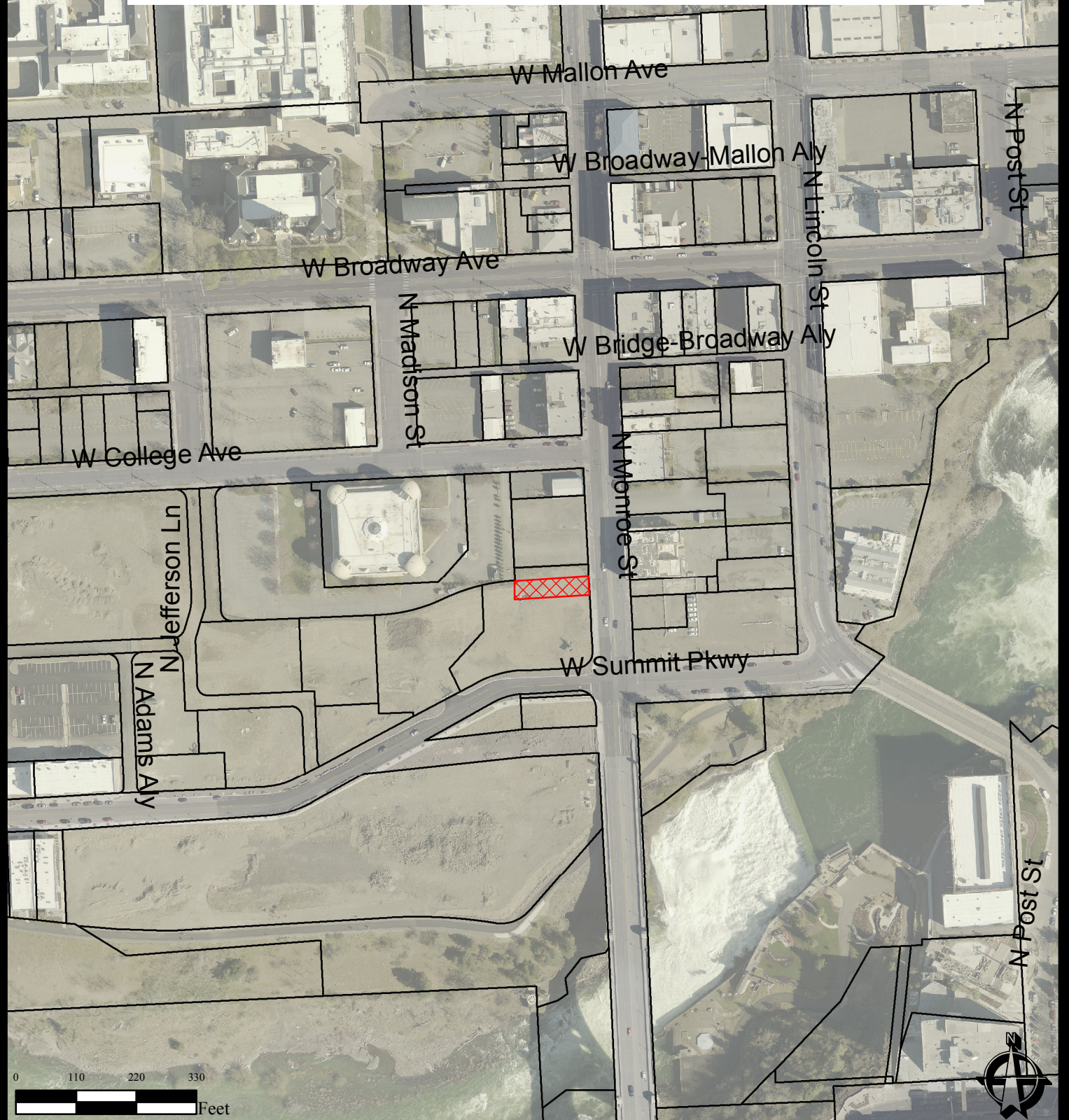
Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Amending Ordinance Easement Map



Right of Way Description:

**Jenkins Street from 136.5 feet west of
Monroe St to the west line of Monroe St**

Legend



Easement Area

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.





Agenda Sheet for City Council Meeting of:
07/24/2017

Date Rec'd	7/10/2017
Clerk's File #	ORD C35524
Renews #	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - MFTE AMENDMENT ORDINANCE		

Agenda Wording

An ordinance relating to multiple family housing property tax exemption; amending sections SMC 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.080, 8.15.090, 8.15.100, 8.15.110, and 8.15.120;

Summary (Background)

The MFTE Update Committee's Proposals for SMC changes to the Multiple Family Housing Tax Exemption Incentive: • expands boundaries for the incentive. Now aligns with developable infill lands-where zoning allows Multifamily housing • increases the income levels from very low incomes to affordable, qualify for the 12 year exemption (from 50% of Area Median Income to Up to 115% of AMI) • changes the application fee structure

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEY, LISA	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	Plan Commission
Finance	HUGHES, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	lkey@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	tstripes@spokanecity.org	
Additional Approvals		mpiccolo@spokanecity.org	
Purchasing		abrast@spokanecity.org	
		sbishop@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and repealing SMC section 8.15.130 of the Spokane Municipal Code.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35524

An ordinance relating to multiple family housing property tax exemption; amending sections SMC 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.080, 8.15.090, 8.15.100, 8.15.110, and 8.15.120; and repealing SMC section 8.15.130 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 8.15.020 is amended to read as follows:

8.15.020 Definitions

As used in this chapter:

- A. “affordable housing” means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household’s monthly income.
 - 1. For the purposes of housing intended for owner occupancy, “affordable housing” means residential housing that is within the means of low or moderate-income households;
- B. "assessor" means the Spokane county assessor;
- C. "council" means the Spokane city council;
- D. "director" means the director of the City’s planning department or any other City office, department or agency that shall succeed to its functions with respect to this chapter, or ((his)) their authorized designee;
- E. “high cost area” means a county where the third quarter median house price for the previous year as reported by the Washington Center for Real Estate Research at Washington State University is equal to or greater than one hundred thirty percent of the statewide median house price published during the same time period;
- F. “household” means a single person, family or unrelated persons living together;
- G. "low-income" means a single person, family or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.
 - 1. For cities located in high-cost areas, “low-income household” means a household that has an income at or below one hundred percent of the

median family income adjusted for family size, for the county where the project is located;

- H. "moderate-income household" means a single person, family or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.
 - 1. For cities located in high-cost areas, "moderate-income household" means a household that has an income that is more than one hundred percent, but at or below one hundred fifty percent, of the median income adjusted for family size, for the county where the project is located;
- I. "multi-family housing" means a building having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized or substandard buildings to multi-family housing and does not include transient accommodations, including hotels or motels;
- J. "owner" means the property owner of record;
- K. "permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy for a period of at least one month.
 - 1. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis;
- L. "rehabilitation improvements" means modifications to an existing:
 - 1. structure the residential portion of which has been vacant for at least twelve months prior to application for exemption under this chapter, that are made to achieve a condition of substantial compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC; or
 - 2. occupied residential structure or mixed use structure that contains occupied residential units, that add at least four multifamily housing units;
- M. "residential targeted area" means an area within an urban center that has been so designated by the council pursuant to this chapter;
- N. "substantial compliance" means compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC that is typically required for rehabilitation as opposed to new construction;
- O. "urban center" means a compact identifiable district where urban residents may obtain a variety of products and services and which must contain:

1. several existing or previous, or both, business establishments that may include but are not limited to shops, offices, banks, restaurants, governmental agencies;
2. adequate public facilities including streets, sidewalks, lighting, transit, domestic water and sanitary sewer systems; and
3. a mixture of uses and activities that may include housing, recreation and cultural activities in association with either commercial or office, or both, use.

Section 2. That SMC section 8.15.030 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:
 1. The residential targeted area is within an urban center.
 2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
 3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
 1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.

- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.
- D. The following areas, as shown in Attachment A, are designated as residential targeted areas under this chapter:
 - 1. Downtown
 - 2. University District
 - 3. South University District
 - 4. Kendall Yards
 - 5. Monroe Corridor
 - 6. Market Corridor
 - 7. ~~((Lower))~~ Division Corridor
 - 8. Hamilton/Nevada Corridor
 - 9. East Sprague Targeted Investment Pilot
 - 10. Lower South Hill
- E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. The areas designated as residential targeted areas are bound by the streets described ~~((above))~~ in Attachment A. Property located outside of, but adjacent to, the described areas is not designated as residential targeted areas.

Section 3. That SMC section 8.15.040 is amended to read as follows:

8.15.040 Project Eligibility

To be eligible for exemption from property taxation under this chapter, the property must satisfy all of the following requirements:

- A. The property must be located in a residential targeted area of an urban center.
- B. The project must be multifamily housing consisting of at least four dwelling units within a residential structure or as part of a mixed-use development in which at least fifty percent of the space within such residential structure or mixed-use development is intended for permanent residential occupancy.
- C. For new construction, a minimum of four new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added. Existing multifamily vacant housing that

has been vacant for twelve months or more does not have to provide additional multifamily units.

- D. For rehabilitation or conversion of an existing building; the residential portion of the building (~~((shall fail))~~) fails to comply with one or more standards of the applicable building or housing codes, and the rehabilitation improvements shall achieve a condition of (~~((substantial))~~) compliance with the applicable building and construction codes (~~((contained in and all applicable uniform codes adopted pursuant to Title 11 SMC))~~) , or the building has been vacant for at least a year. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality and price and a reasonable opportunity to relocate.
- E. The project must comply with all applicable zoning requirements, land use regulations, design review requirements and building and housing code requirements contained in the Spokane Municipal Code at the time of new construction, rehabilitation or conversion.

Section 4. That SMC section 8.15.050 is amended to read as follows:

8.15.050 Application Procedure – Fee

- A. The owner of property applying for exemption under this chapter shall submit an application to the director, on a form established by the director. The owner shall verify the application by oath or affirmation. The application shall contain such information as the director may deem necessary or useful, and shall include:
 - 1. information setting forth the grounds supporting the requested exemption including information indicated on the application form;
 - 2. a brief written description of the project and preliminary schematic site and floor plans of the multifamily units and the structure(s) in which they are proposed to be located; and
 - 3. a statement from the owner acknowledging the potential tax liability when the property ceases to be eligible for exemption under this chapter.
- B. In the case of rehabilitation or where demolition or new construction is required, the owner shall secure from the City, before commencement of rehabilitation improvements or new construction, verification of property noncompliance with applicable building and housing codes.
- C. At the time of initial application under this section, the applicant shall pay to the City an initial application fee as set forth in SMC 8.02.0695. If the City denies the

application, the City will retain that portion of the fee attributable to its own actual administrative costs and refund the balance, if any, to the applicant.

- D. The director shall notify the applicant within ~~((twenty-eight))~~ thirty days of the application being filed if the director determines that an application is not complete and shall identify what additional information is required before the application will be complete. Within ~~((twenty-eight))~~ thirty days of receiving additional information, the director shall notify the applicant in writing if the director determines that the application is still not complete, and what additional information is necessary.
- E. An application shall be deemed to be complete if the director does not notify the applicant in writing by the deadlines in this section that the application is incomplete; however, a determination of completeness does not preclude the director from requiring additional information during the review process if more information is needed to evaluate the application according to the criteria in this chapter.
- F. The application shall be submitted any time before an application for a building or other construction permit. However, an applicant for the multiple family housing property tax exemption may obtain an early start approval pursuant to SMC 17F.040.100 prior to the application for the tax exemption. The improvements made to the property pursuant to the early start approval shall not qualify for the exemption.

Section 5. That SMC section 8.15.060 is amended to read as follows:

8.15.060 Application Review – Issuance of Conditional Certificate-Denial – Appeal

- A. The director may approve the application if ~~((he))~~ they ~~((finds))~~ find that:
 - 1. a minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multi-family units are being developed;
 - 2. if applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in SMC 8.15.090;
 - 3. the proposed project is, or will be at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;
 - 4. the owner has complied with all standards and guidelines adopted by the City under this chapter; and

5. the site is located in a residential targeted area of an urban center that has been designated by the governing authority in accordance with procedures and guidelines indicated in RCW 84.14.040.
- B. The director shall approve or deny an application under this chapter within sixty days after receipt of the completed application.
1. If the application is approved, the applicant shall enter into a conditional contract with the City, subject to approval by the city council, regarding the terms and conditions of the project and eligibility for exemption under this chapter.
 2. The city council's approval of the applicant's conditional contract with the City shall take place within ~~((thirty))~~ sixty days of the director's approval of the completed application.
 3. Upon city council approval of the contract, the director shall execute the contract as approved by the city council, and the director shall issue a conditional certificate of acceptance of tax exemption.
 4. The conditional certificate shall expire three years from the date of city council's approval unless an extension is granted as provided in this chapter.
- C. If the application is denied, the director shall state in writing the reasons for the denial and send notice of denial to the applicant at the address listed on the application within ten days of the denial.
- D. An applicant may appeal the director's denial of the application to the city council within thirty days of receipt of the denial.
1. The appeal before the city council will be based upon the record before the director, and the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision.
 2. The city council's decision on appeal is final.

Section 6. That SMC section 8.15.080 is amended to read as follows:

8.15.080 Final Certificate – Application – Issuance – Denial and Appeal

- A. Upon completion of the rehabilitation improvements or new construction as provided in the contract between the applicant and the City, and upon issuance of a temporary certificate of occupancy, or a permanent certificate of occupancy if no temporary certificate is issued, the applicant may request a final certificate of tax exemption. The applicant shall file with the director such information as the

director may deem necessary or useful to evaluate eligibility for the final certificate, and shall include:

1. a statement of the amount of rehabilitation or construction expenditures made with respect to each multi-family housing unit and the total expenditures made in the rehabilitation or construction of the entire property;
 2. a description of the completed work and a statement that the rehabilitation improvements or new construction of the owner's property qualify the property for the exemption; and
 3. if applicable, a statement that the project meets the affordable housing requirements as described in SMC 8.15.090; and
 4. a statement that the work was completed within the required three years of the issuance of the conditional certificate of tax exemption.
- B. At the time of application for final certificate under this section, the applicant shall pay the appropriate fees as set forth in chapter 8.02 SMC.
- C. Within thirty days of receipt of all materials required for a final certificate, the director shall determine whether the completed work, and the affordability of the units, is consistent with the contract between the City and owner and is qualified for exemption under this chapter, and which specific improvements satisfy the requirements of this chapter.
- D. If the director determines that the project has been completed in accordance with the contract between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within ten days of the expiration of the thirty-day period provided under subsection (C) of this section.
- E. The director is authorized to cause to be recorded, or to require the applicant or owner to record, in the real property records of the Spokane county assessor, the contract with the City required under SMC 8.15.060(B), or such other document(s) as will identify such terms and conditions of eligibility for exemption under this chapter as the director deems appropriate for recording.
- F. The director shall notify the applicant in writing that the City will not file a final certificate if the director determines that the project was not completed within the required three-year period or any approved extension, was not completed in accordance with the contract between the applicant and the City and the requirements of this chapter, if applicable, that the affordable housing requirements as described in SMC 8.15.090 were not met, or if the owner's property is otherwise not qualified.

- G. If the director determines that the project has been completed in accordance with the contract between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within ~~((ten))~~ sixty days ~~((of the expiration of the thirty-day period provided under subsection (C) of this section))~~.

Section 7. That SMC section 8.15.090 is amended to read as follows:

8.15.090 Exemption – Duration – Limits

- A. The assessed value of new housing construction, conversion and rehabilitation improvements qualifying under this chapter will be exempt from ad valorem property taxation as follows:
- ~~1. For properties for which applications for the multiple-family housing property tax exemption eligibility are submitted under this chapter before July 22, 2007, the effective date of ESSHB 1910 enacted by the 2007 Washington State legislature, the value is exempt for ten successive years beginning January 1st of the year immediately following the calendar year of issuance of the certificate.))~~
 - ~~((2))1. For purposes for which applications for certificates of tax exemption eligibility are submitted under this chapter ((on or after July 22, 2007,)) the value is exempt for:~~
 - a. eight successive years beginning January 1st of the year immediately following the calendar year of ~~((issuance of))~~ the recording of the Final certificate with Spokane County Assessor; or
 - b. twelve successive years beginning January 1st of the year immediately following the calendar year of ~~((issuance of))~~ the recording of the Final certificate ((if the property otherwise qualifies for the exemption under this chapter and meets the conditions under (A)(2)(b) of this subsection)) with Spokane County Assessor.
 - i. For the property to qualify for the twelve-year exemption, ~~((under (A)(2)(b) of this subsection,))~~ the applicant must commit to renting or selling at least twenty percent of the multi-family housing units as affordable housing units to low and moderate-income households. ~~((, and the property must satisfy that commitment and any additional affordability and~~

~~income eligibility conditions adopted by the local government under this chapter. “Low-income” includes households with incomes at or below fifty percent of the area median income for the Spokane area (“AMI”), as defined by the United States Department of Housing and Urban Development (“HUD”). “Moderate income” includes households with incomes at or below eighty percent of AMI, as defined by HUD. For purposes of this section, an affordable rental unit shall mean a unit with rent that does not exceed thirty percent of income for households at or below fifty percent of the AMI, adjusted for tenant-paid utilities and household size, that is rented to households whose annual income is at or below fifty percent of the AMI at all times during the entire twelve-year period. An affordable homeowner unit is a unit that is sold at an affordable level, so that households at or below eighty percent of the AMI can qualify to purchase the unit.)) Twenty percent of all units need to be occupied by those with a household income at or below one hundred fifteen percent of Area Median Income, established annually by U.S. Department of Housing and Urban Development (HUD).~~

- ii. In the case of projects intended exclusively for owner occupancy, the requirement for a minimum of twenty percent of the units to be affordable under this subsection may be satisfied solely through housing affordable to moderate-income households.

- B. The exemption does not apply to the value of land or non-housing related improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements, or to increases made by lawful order of the Spokane County board of equalization, the Washington State department of revenue, state board of tax appeals, or Spokane County, to a class of property throughout the county or a specific area of the county to achieve uniformity of assessment or appraisal as required by law. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter.

Section 8. That SMC section 8.15.100 is amended to read as follows:

8.15.100 Annual Certification and Affordability Certification

- A. Within thirty days ~~((after))~~ of the ~~((first))~~ anniversary of the date the ~~((City filed the))~~ final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:
1. A statement of occupancy and vacancy of the multi-family units during the previous year.
 2. 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 filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
 3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of SMC 8.15.090(A)(2)(b) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
 4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.
- B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Section 9. That SMC section 8.15.110 is amended to read as follows:

8.15.110 Cancellation of Tax Exemption – Appeal

- A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.
 - B. In the case of multi-family housing units rented as affordable housing, twenty percent of the units must be available to be rented to qualified low and moderate-income tenants at all times during the entire twelve-year exemption period. While an individual tenant's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.
 - C. If after the issuance of a final tax certificate multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the twenty percent requirement, the extended twelve-year tax exemption period shall expire and the tax exemption period shall be limited to eight years from the date of the issuance of the final certificate of tax exemption.
 - D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the twenty percent requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B).
- ((B))E. If the owner intends to convert the multi-family housing to another use, 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 must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.
- 1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.

((G))E. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.

1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.
2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.
3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.
4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.

G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.

H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.

I. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 10. That SMC section 8.15.120 is amended to read as follows:

8.15.120 2017-2018 SMC Amendments and Expiration of Program

With the 2017 amendments to the program, staff will work with applicants who have previously approved conditional contracts, who have not applied for a final certificate of exemption. Both eight and twelve year conditional contracted projects can apply for a final certificate of exemption under the amended code. Those projects will qualify for a term of exemption that the project can now meet. This does not apply to contracts that have been completed a final certificate of exemption.

The program established by this chapter shall expire December 31, ~~((2017))~~ 2028, unless repealed or extended by the city council by ordinance. Upon expiration, no further applications for a conditional certificate of tax exemption shall be accepted. Incomplete applications shall be returned to the applicant. Pending complete applications for a conditional certificate, extension of conditional certificate and final certificate shall be processed as provided in this chapter.

Section 11. That SMC section 8.15.130 is repealed.

Section 12. That SMC 8.02.0695 is amended to read as follows:

8.02.0695 Multifamily Housing Property Tax Incentive Program

- A. For an application to receive a conditional certificate of tax exemption under the multifamily housing property tax incentive program: ~~((Four hundred fifty dollars plus eighty dollars for each multifamily dwelling unit up to a maximum variable fee of an additional five hundred sixty dollars))~~ a fee of three hundred fifty dollars has to be paid in full at the time of application.
- B. For an application to extend the conditional certificate of tax exemption under the multifamily housing property tax incentive program: Four hundred dollars.
- C. For an application to receive a final certificate of tax exemption under the multifamily housing property tax incentive program: ~~((Two hundred dollars))~~ One thousand fifty dollars for each parcel receiving the tax exemption, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office.

PASSED BY THE CITY COUNCIL ON _____, 2017.

Council President

Attest:

City Clerk

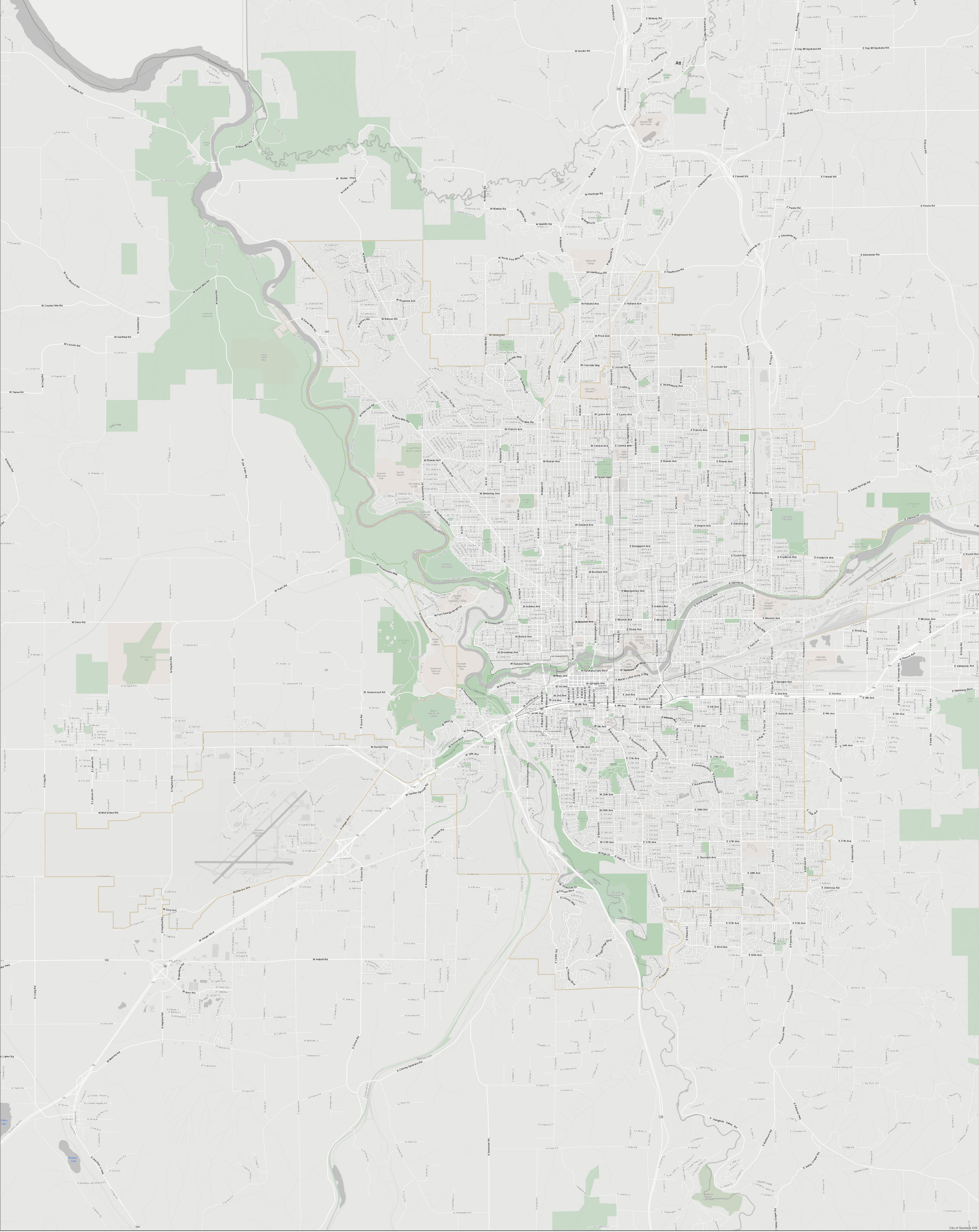
Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date





Agenda Sheet for City Council Meeting of:
07/24/2017

Date Rec'd	7/10/2017
Clerk's File #	ORD C35525
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	5200 - SENIOR OR DISABLED RESIDENTIAL CUSTOMER CREDIT		

Agenda Wording

An ordinance relating to water, wastewater, stormwater and solid waste rates and the creation of Senior or Disabled Person Residential Customer Credit for utility services for low income senior and disabled property owners rate section in the Spokane

Summary (Background)

The ordinance adopts a monthly credit on the total City of Spokane utility bill for those residential customers who qualify as a senior or disabled property owner under state law and who have been approved for property tax exempt status by Spokane County.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SIMMONS, SCOTT M.	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PWC 5/22/17 & 7/10/17
Finance	HUGHES, MICHELLE	Distribution List	
Legal	DALTON, PAT	eschoedel@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	rhulvey@spokanecity.org	
Additional Approvals		acline@spokanecity.org	
Purchasing		cmorse@spokanecity.org	
		bpatrick@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Municipal Code, adopting a new chapter 13.11 to title 13 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35525

AN ORDINANCE relating to water, wastewater, stormwater and solid waste rates and the creation of Senior or Disabled Person Residential Customer Credit for utility services for low income senior and disabled property owners rate section in the Spokane Municipal Code, adopting a new chapter 13.11 to title 13 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, chapters 35.92 and 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” provided municipal utilities; and

WHEREAS, Article 8, Section 7 of the Washington State Constitution permits “support of the poor and infirm”; and

WHEREAS, sixteen and eight tenths percent (16.8%) of households in the City of Spokane reported an income below the poverty line at the time of the 2010 Census and the City Council has recognized that any increase of utility rates has a profound impact on low-income customers; and

WHEREAS, the intent of the City of Spokane is to offer a monthly credit on the total City of Spokane utility bill for those residential customers who qualify as a senior or disabled property owner under state law and who have been approved for property tax exempt status by Spokane County; and

WHEREAS, currently rates for water, wastewater, stormwater and solid waste are spread throughout title 13 of the Spokane Municipal Code; and

WHEREAS, creating a new chapter within the Spokane Municipal Code dedicated to the senior or disabled person residential customer credit is more transparent and accessible to the citizen and ratepayer; --Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter of the Spokane Municipal Code to read as follows:

Chapter 13.11 Senior or Disabled Residential Customer

Section 2. That there is adopted a new section 13.11.010 to chapter 13.11 of the Spokane Municipal Code to read as follows:

13.11.010 General

Reserved.

Section 3. That there is adopted a new section 13.11.020 to chapter 13.11 of the Spokane Municipal Code to read as follows:

13.11.020 Qualifications

An applicant must qualify as an individual with an active property tax exemption (submitted and approved in accordance with RCW 84.36.379-389) on file at the Spokane County Assessor's office for that residence.

- A. Qualifying property owners may request his/her primary residence receive a credit under the Senior or Disabled Person Residential Credit by submitting a written request to the City of Spokane, using the form prescribed and supplied by the City. If a property owner is unable to make his/her own request, it may be made by a duly authorized agent, guardian or other person charged with the care of the person or property of such person.
- B. The effective date for the credit shall be the month following the submission and acceptance of an accurate, complete, and signed request, regardless of date having received the property tax exemption on file with Spokane County. Any charges, along with any associated late penalties and interest that may have accrued for the residence prior to the effective date for the credit will still be due, as previously billed, and subject to collection in accordance with this chapter.
- C. If a qualifying customer moves to a new primary residence, he or she must submit a new request for a credit in accordance with subsection B of this section.
- D. In the event of death of a qualifying property owner, a surviving spouse may continue to receive the credit for their primary residence if:
 - 1. The surviving spouse has an approved request for property tax exemption at the Spokane County Assessor's office for an active property tax exemption; and
 - 2. If a request is not received from the surviving spouse within ninety (90) days, the residence will be billed the regular utility fees applicable to that type of residence.
- E. A qualifying property owner must maintain an active property tax exemption on file at the Spokane County Assessor's office for his/her primary residence to continue to qualify for the credit for his/her residence.
- F. The property owner is responsible for reporting any change (e.g., change of residence, change from "active" tax exemption status, death of qualifying spouse,

etc.) that may affect his/her qualifying for the credit. If the property owner fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (the credit provided multiplied by the applicable number of months) that may be due to the City.

Section 4. That there is adopted a new section 13.11.030 to chapter 13.11 of the Spokane Municipal Code to read as follows:

SMC 13.11.030 Senior or Disabled Residential Customer Credit

The senior or disabled residential customer credit shall be ten dollars (\$10.00) per month and apportioned as follows to the owner occupied residential account:

One-third toward any monthly water charges,
One-third toward any monthly wastewater charges, and
One-third toward any monthly solid waste collection charges.

An account, which does not receive all three utility services, shall only receive partial credit as listed in the SMC 13.11.040 Application section.

Section 5. That there is adopted a new section 13.11.040 to chapter 13.11 of the Spokane Municipal Code to read as follows:

SMC 13.11.040 Application

The City provides water, wastewater, stormwater, and solid waste services to its citizens and customers. Not all utility service accounts within the City's service areas receive all services. For example, there are some accounts, which are served water only. Therefore, the application of the senior or disabled residential customer credit is on a proportionate basis with 1/3 of the credit being applied for water services; 1/3 of the credit being applied for wastewater services and 1/3 of the credit being applied for solid waste collection services. For those accounts, which only have one service, the credit would be 1/3 of the total designated amount.

Section 6. Effective Date. This ordinance shall take effect and be in force on January 1, 2018.

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:
07/24/2017

Date Rec'd	7/10/2017
Clerk's File #	ORD C35526
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4490 - SOLID WASTE DISPOSAL RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending SMC sections 13.02.0560, 13.02.0562, 13.02.0563 and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an annual increase of 2.9% to Solid Waste Disposal rates for 2018, 2019, and 2020. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SIMMONS, SCOTT M.	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PWC 6/12/17 & 7/10/17
Finance	DOVAL, MATTHEW	Distribution List	
Legal	DALTON, PAT	eschoedel@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	rhulvey@spokanecity.org	
Additional Approvals		acline@spokanecity.org	
Purchasing		cmorse@spokanecity.org	
		cconklin@spokanecity.org	
		bpatrick@spokanecity.org	

ORDINANCE NO. C35526

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 13.02.0560, 13.02.0562, 13.02.0563 and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

- A. For solid waste delivered to the ~~((waste-to-energy plant-))~~Waste-to-Energy Facility (WTE), the charge shall be:

((2015))	((2016))	((2017))
(((\$102.39))	(((\$105.36))	(((\$108.41))

~~((per ton, with a minimum charge of))~~

((2015))	((2016))	((2017))
(((\$15.67))	(((\$16.12))	(((\$16.59))

~~((per vehicle:))~~

	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per ton charge</u>	<u>\$104.50</u>	<u>\$107.53</u>	<u>\$110.65</u>
<u>Minimum charge per vehicle</u>	<u>\$17.07</u>	<u>\$17.57</u>	<u>\$18.08</u>

- B. For solid waste delivered to the northside landfill, the charge shall be ~~((per ton))~~:

((2015))	((2016))	((2017))
(((\$102.39))	(((\$105.36))	(((\$108.41))

~~((with a minimum charge per vehicle of:))~~

((2015))	((2016))	((2017))
(((\$15.67))	(((\$16.12))	(((\$16.59))

	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per ton charge</u>	<u>\$104.50</u>	<u>\$107.53</u>	<u>\$110.65</u>
<u>Minimum charge per vehicle</u>	<u>\$17.07</u>	<u>\$17.57</u>	<u>\$18.08</u>

- C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be ~~((per ton))~~:

((2015))	((2016))	((2017))
(((\$172.40))	(((\$177.40))	(((\$182.54))

~~((With a minimum charge per vehicle of:))~~

((2015))	((2016))	((2017))
(((\$20.89))	(((\$21.50))	(((\$22.12))

	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per ton charge</u>	<u>\$187.83</u>	<u>\$193.28</u>	<u>\$198.89</u>
<u>Minimum charge per vehicle</u>	<u>\$93.92</u>	<u>\$96.64</u>	<u>\$99.44</u>

- D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable ~~((tonnage))~~ per ton charge above shall be reduced by thirty-five percent, with a minimum charge per vehicle of:

((2015))	((2016))	((2017))
(((\$15.67))	(((\$16.12))	(((\$16.59))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$17.07</u>	<u>\$17.57</u>	<u>\$18.08</u>

1. The generator shall identify itself as a section 501(c)(3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

~~((E. The above rates are effective from May 1, 2013 through December 31, 2013. Effective January 1, 2014 and each year thereafter, the above rates and minimum charges will each be adjusted to reflect increases in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, all items, not seasonally~~

~~adjusted, as published by the bureau of labor statistics, United States department of labor (hereafter the Index). In the event the Index stays the same or decreases, no rate adjustment will be made. The period for computing the change will be the first half of the just completed year, compared to the first half of 2012 (Base Index). The value of the Index for the first half of 2012, the Base Index, was 228.850.~~

Example calculation of rate for year *n*:

Assume Index for first half of year <i>n-1</i>	236.000
Divided by Base Index	228.850
Equals	1.03124

~~This means that the base price will be increased by 3.124 percent.~~

Base Price	\$
Multiplied by	1.03124
Equals adjusted price	\$))

Section 2. That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

- A. Compost Consisting of Clean Green Yard Waste, Self-hauled.
~~((The charge for))~~For clean green yard waste, delivered to ~~((a transfer station or))~~
the ~~((waste-to-energy facility, is:))~~Waste-to-Energy Facility there shall be a charge of:

~~((2015: forty eight dollars thirtysix cents (\$48.36) per ton, with a minimum charge of five dollars fifteen cents (\$5.15) for the first two hundred twenty pounds or less;~~

~~2016: forty nine dollars seventysix cents (\$49.76) per ton, with a minimum charge of five dollars thirty cents (\$5.30) for the first two hundred twenty pounds or less;~~

~~2017: fifty one dollars twenty one cents (\$51.21) per ton, with a minimum charge of five dollars forty five cents (\$5.45) for the))~~

- ~~((B. For additional accepted clean green yard waste:))~~

~~((2015: forty eight dollars thirty six cents (\$48.36) per ton;~~

~~2016: forty nine dollars seventy six cents (\$49.76) per ton;~~

~~2017: fifty one dollars twenty one cents (\$51.21) per ton;))~~

~~((prorated by weight thereafter.))~~

	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per ton charge</u> <u>(then prorated by weight thereafter)</u>	<u>\$52.70</u>	<u>\$54.23</u>	<u>\$55.80</u>
<u>Minimum charge per vehicle</u>	<u>\$5.61</u>	<u>\$5.77</u>	<u>\$5.94</u>

~~((C Sources Outside Spokane County.~~

- ~~1. Notwithstanding subsections (A) or (B) of this section, the charge for clean green yard waste, delivered to a transfer station or waste-to-energy facility, originating from sources outside Spokane County, is))~~

((2015))	((2016))	((2017))
(((\$51.45))	(((\$52.94))	(((\$54.48))

~~((per ton,))~~

((2015))	((2016))	((2017))
(((\$5.15))	(((\$5.30))	(((\$5.45))

~~((for the first two hundred pounds or less.))~~

~~((2. Service is subject to change at any time.))~~

~~((3. The regional system accepts no obligation to provide recycling or disposal service of any kind for any materials from sources outside Spokane County.))~~

~~((D. This program is subject to change without notice and the management of the regional system may issue orders modifying, restricting, or canceling this program in accord with changing policy or market conditions.))~~

~~((E. This rate does))~~ These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing, or similar projects.

Section 3. That SMC section 13.02.0563 is amended to read as follows:

13.02.0563 Waste Tires

~~((•))~~ Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

A. ~~((The charge for--))~~ For waste tires, delivered to the ~~((waste-to-energy facility, is:))~~ Waste-to-Energy Facility, there shall be a charge of:

((2015))	((2016))	((2017))
(((\$125.00))	(((\$128.63))	(((\$132.36))

~~((per ton, with a minimum charge of))~~

((2015))	((2016))	((2017))
(((\$30.00))	(((\$30.87))	(((\$31.77))

~~((per vehicle.))~~

~~((Service is subject to change at any time.))~~

	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per ton charge</u>	<u>\$136.20</u>	<u>\$140.15</u>	<u>\$144.21</u>
<u>Minimum charge per vehicle</u>	<u>\$20.40</u>	<u>\$20.99</u>	<u>\$21.60</u>

- B. Dedicated loads of waste tires will be accepted by appointment only.
- C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 4. That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

- A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.
 - 1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

((2015))	((2016))	((2017))
(((\$25.52))	(((\$26.26))	(((\$27.02))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$27.80</u>	<u>\$28.61</u>	<u>\$29.44</u>

per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.
- B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.
1. The special service fee shall be in addition to the assessed tipping fee based on weight.
- C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.
1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.
 2. In addition, the customer may be required to pay a ~~((fifty-dollar))~~ five dollar (\$5.00) lost card fee.
- D. Use of scales for weighing only:

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$17.07</u>	<u>\$17.57</u>	<u>\$18.08</u>

Section 5. Effective Date. This ordinance shall take effect and be in force on January 1, 2018.

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: 07/24/2017

Date Rec'd	7/10/2017
Clerk's File #	ORD C35527
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT SIMMONS 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4250 - WATER-WASTEWATER CAPITAL RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending SMC sections 13.10.010, and 13.10.030 to chapter 13.10; sections 13.035.500, and 13.035.600; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an annual increase of 2.9% to Water-Wastewater Capital rates for 2018, 2019, and 2020. This three year rate proposal will provide affordability, predictability as well as simplification of the line item name on the utility bill.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 6/26/17 & 7/10/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	eschoedel@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	rhulvey@spokanecity.org	
<u>Additional Approvals</u>		acline@spokanecity.org	
<u>Purchasing</u>		cmorse@spokanecity.org	
		dkegley@spokanecity.org	
		cconklin@spokanecity.org	
		bpatrick@spokanecity.org	

ORDINANCE NO. ORD C35527

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 13.10.010, and 13.10.030 to chapter 13.10; sections 13.035.500, and 13.035.600; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC section 13.10.010 is amended to read as follows:

13.10.010 ~~((Integrated))~~ Water-Wastewater Capital Management Rates

The ~~((Integrated))~~ water-wastewater capital management rate is defined as the capital allocation for purposes of replacing, rehabilitating and maintaining current and future water, wastewater and stormwater infrastructure.

Section 2. That SMC section 13.10.030 is amended to read as follows:

13.10.030 General Provisions and Rates

The ~~((Integrated))~~ water-wastewater capital management rate is defined as the capital allocation for purposes of replacing, rehabilitating and maintaining current and future water, wastewater and stormwater infrastructure.

- A. The director shall be responsible for coordinating the City's integration of all capital programs throughout the City's public utilities, including responsibilities for planning, design, construction, maintenance, administration, and operation of all capital programs of the City's public utilities. The director will also have the responsibility of consultation, cooperation, and coordination with water, wastewater, streets, transportation system, storm water facilities, and fleet services, as well as establishing standards for design, construction, and maintenance of improvements on private property where these may impact storm water and management.
- B. In addition to user charges for providing utility services to customers, all residential and commercial accounts are assessed ~~((an integrated))~~ a water-wastewater capital management fund charge which shall be placed in a separate account reserved for purposes of contribution to integrated capital ~~((works))~~ infrastructure.
 1. This rate shall be separately itemized on the utility bill.

2. In-City commercial accounts will be assessed a minimum ~~((integrated))~~ water-wastewater capital charge which will include forty-eight units of service. For those commercial accounts, which are over forty-eight units of service, a water wastewater consumption ~~((integrated))~~ charge will also be assessed.
 3. Outside City commercial accounts will be assessed a minimum integrated capital charge, which will include twenty-eight units of service. For those commercial accounts, which are over twenty-eight units of service, a water wastewater consumption ~~((integrated))~~ capital charge will also be assessed.
- C. Rates for ~~((integrated))~~ water-wastewater capital management are established and provided for in SMC 13.035.500

Section 3. That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater ~~((Integrated))~~ Capital Rates

- A. In addition to user charges for providing utility services to customers, all accounts are assessed a water-wastewater ~~((integrated))~~ capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater ~~((integrated))~~ capital ~~((works))~~ infrastructure.
- B. The following rates shall apply to the water-wastewater ~~((integrated))~~ capital management fund charge and shall be separately itemized on the utility bill:

~~((1. Domestic User — In City rate (per single family residence or equivalent residential unit).~~

a.

((2015))	((2016))	((2017))
(((\$26.34))	(((\$27.11))	(((\$27.89))

~~b. — This rate shall be separately itemized on the utility bill.~~

~~2. Domestic User — Outside City rate (per single family residence or equivalent residential unit).~~

a.

((2015))	((2016))	((2017))
(((\$30.18))	(((\$31.06))	(((\$31.96))

~~b. — This rate shall be separately itemized on the utility bill.~~

3. ~~Commercial User — In City rate.~~

a. ~~Minimum commercial user charge (includes first forty eight units):~~

((2015))	((2016))	((2017))
(((\$26.34))	(((\$27.11))	(((\$27.89))

b. ~~Water wastewater consumption charge (over forty eight units):~~

((2015))	((2016))	((2017))
(((\$0.5524))	(((\$0.5684))	(((\$0.5849))

~~(per hundred cubic feet)~~

c. ~~This rate shall be separately itemized on the utility bill.~~

4. ~~Commercial User — Outside City rate.~~

a. ~~Minimum commercial user charge (includes first twenty eight units):~~

((2015))	((2016))	((2017))
(((\$30.18))	(((\$31.06))	(((\$31.96))

b. ~~Water wastewater consumption charge (over twenty eight units):~~

((2015))	((2016))	((2017))
(((\$1.1047))	(((\$1.1368))	(((\$1.1697))

~~(per hundred cubic feet).~~

c. ~~This rate shall be separately itemized on the utility bill.~~

5. ~~Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement.~~

a.

((2015))	((2016))	((2017))
(((\$1.1047))	(((\$1.1368))	(((\$1.1697))

b. ~~This rate shall be separately itemized on the utility bill.~~

6. ~~Non-domestic process wastewater integrated capital charge (per thousand gallons).~~

a.

((2015))	((2016))	((2017))
(((\$37.87))	(((\$38.97))	(((\$40.10))

b. ~~This rate shall be separately itemized on the utility bill.~~

7. ~~Septage Charge (per thousand gallons).~~

a.

((2015))	((2016))	((2017))
(((\$37.87))	(((\$38.97))	(((\$40.10))

b. ~~This rate shall be separately itemized on the utility bill.~~

<u>Water-wastewater Capital Rates</u>			
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Domestic user (Per single-family residence or equivalent residential unit):</u>			
<u>Domestic user – In City</u>	<u>\$28.70</u>	<u>\$29.53</u>	<u>\$30.39</u>
<u>Domestic user – Outside City</u>	<u>\$32.89</u>	<u>\$33.84</u>	<u>\$34.82</u>
<u>Commercial User:</u>			
<u>Commercial user – In City:</u> <u>Minimum commercial user charge (includes</u> <u>first forty eight units)</u>	<u>\$28.70</u>	<u>\$29.53</u>	<u>\$30.39</u>
<u>Commercial user – In City:</u> <u>Water-wastewater consumption charge (over</u> <u>forty eight units) (per hundred cubic feet)</u>	<u>\$0.6019</u>	<u>\$0.6194</u>	<u>\$0.6374</u>
<u>Commercial user – Outside City:</u> <u>Minimum commercial user charge (includes</u> <u>first twenty eight units)</u>	<u>\$32.89</u>	<u>\$33.84</u>	<u>\$34.82</u>
<u>Commercial user – Outside City:</u> <u>Water-wastewater consumption charge (over</u> <u>twenty eight units) (per hundred cubic feet)</u>	<u>\$1.2036</u>	<u>\$1.2385</u>	<u>\$1.2744</u>
<u>Other services:</u>			
<u>Service outside City utility service area (per</u> <u>hundred cubic feet). This rate shall apply</u>	<u>\$1.2036</u>	<u>\$1.2385</u>	<u>\$1.2744</u>

unless modified by separate agreement			
Non-domestic process water-wastewater capital rate (per thousand gallons)	<u>\$41.26</u>	<u>\$42.46</u>	<u>\$43.69</u>
Septage charge (per thousand gallons)	<u>\$41.26</u>	<u>\$42.46</u>	<u>\$43.69</u>

Section 4. That SMC section 13.035.600 is amended to read as follows:

13.035.600 Water-Wastewater Capital Rates

“Water-Wastewater ((~~Integrated~~)) Capital” is defined as a rate assessed to all residential and commercial water and wastewater accounts which shall be placed into the water-wastewater ((~~Integrated~~)) capital management account and reserved for purposes of contribution to water-wastewater ((~~Integrated~~))capital ((~~works~~))infrastructure.

Section 5. Effective Date. This ordinance shall take effect and be in force on January 1, 2018.

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:
07/24/2017

Date Rec'd	7/10/2017
Clerk's File #	ORD C35528
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4310 - WASTEWATER AND STORMWATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022; and 13.03.1226; to chapter 13.03 of the

Summary (Background)

The ordinance reflects an annual increase of 2.9% to wastewater and stormwater rates for 2018, 2019, 2020. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 6/26/17 & 7/10/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	eschoedel@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	rhulvey@spokanecity.org	
<u>Additional Approvals</u>		acline@spokanecity.org	
<u>Purchasing</u>		cmorse@spokanecity.org	
		cconklin@spokanecity.org	
		dkegley@spokanecity.org	
		bpatrick@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35528

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022; and 13.03.1226; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly service charge is reflected in this section.

~~((A. Basic Domestic Service Charge.~~

((2015))	((2016))	((2017))
(((\$21.51))	(((\$22.13))	(((\$22.77))

~~B. Cost Per RV Dump Connection.))~~

((2015))	((2016))	((2017))
(((\$5.24))	(((\$5.39))	(((\$5.55))

<u>Basic Domestic Service Charge</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Basic domestic service charge</u>	<u>\$23.43</u>	<u>\$24.11</u>	<u>\$24.81</u>
<u>Cost per RV dump connection</u>	<u>\$5.71</u>	<u>\$5.88</u>	<u>\$6.05</u>

Section 2. That SMC section 13.03.1006 is amended to read as follows:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

This section lists the City's monthly user charge for treatment of standard strength wastewater.

~~((A. User Charge for Treatment of Standard Strength Wastewater (per ((M)) million gallons).~~

((2015))	((2016))	((2017))
---------------------	---------------------	---------------------

(((\$1,536.39))	(((\$1,580.94))	(((\$1,626.79))
----------------------------	----------------------------	----------------------------

~~OR~~

((2015))	((2016))	((2017))
(((\$2.06))	(((\$2.12))	(((\$2.18))

~~per cubic foot.))~~

<u>User Charge for Treatment of Standard Strength Wastewater</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per million gallons</u>	<u>\$1,673.97</u>	<u>\$1,722.52</u>	<u>\$1,772.47</u>
<u>Per cubic foot</u>	<u>\$2.24</u>	<u>\$2.30</u>	<u>\$2.37</u>

Section 3. That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City.

A. Domestic User Charge (single-family residence or equivalent residential unit).

~~1. Domestic Charge.~~

((2015))	((2016))	((2017))
(((\$28.06))	(((\$28.87))	(((\$29.71))

~~2. General Stormwater Charge.~~

((2015))	((2016))	((2017))
(((\$3.95))	(((\$4.07))	(((\$4.18))

~~3. Water Wastewater Integrated Capital (per single family residence or equivalent residential unit).~~

~~a. This rate shall be separately itemized on the utility bill.~~

b. ~~Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.~~

4. ~~Cost for Additional Apartments.~~

((2015))	((2016))	((2017))
(((\$27.32))	(((\$26.87))	(((\$26.71))

5. ~~General Stormwater Charge for Four Units or Less.~~

((2015))	((2016))	((2017))
(((\$3.39))	(((\$3.48))	(((\$3.58))

6. ~~General Stormwater Charge for Over Four Units.))~~

((2015))	((2016))	((2017))
(((\$2.71))	(((\$2.78))	(((\$2.87))

<u>Domestic User Charge - Inside City</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Domestic charge</u>	<u>\$30.57</u>	<u>\$31.46</u>	<u>\$32.37</u>
<u>General stormwater charge</u>	<u>\$4.30</u>	<u>\$4.42</u>	<u>\$4.55</u>
<u>Cost for additional apartment</u>	<u>\$27.48</u>	<u>\$28.28</u>	<u>\$29.10</u>
<u>General stormwater charge per unit for four units or Less</u>	<u>\$3.68</u>	<u>\$3.79</u>	<u>\$3.90</u>
<u>General stormwater charge per unit for over four units</u>	<u>\$2.95</u>	<u>\$3.04</u>	<u>\$3.13</u>

1. Water-Wastewater Capital Rates.

Rates for water-wastewater capital are established and provided for in SMC 13.035.500.

B. Commercial User Charge.

~~((1. Commercial User Charge.~~

((2015))	((2016))	((2017))
(((\$1,980.81))	(((\$2,038.26))	(((\$2,097.37))

~~per M gallons; or~~

~~a.~~

((2015))	((2016))	((2017))
(((\$1.48))	(((\$1.52))	(((\$1.57))

~~Per hundred cubic feet.~~

~~2. General Stormwater Charge.~~

~~a.~~

((2015))	((2016))	((2017))
(((\$953.23))	(((\$980.88))	(((\$1009.32))

~~per impervious acre per year; or~~

~~b.~~

((2015))	((2016))	((2017))
(((\$0.79))	(((\$0.82))	(((\$0.84))

~~per one one hundredth impervious acre per month. (See RCW 35.67.020;
RCW 35.92.020)~~

~~3. CSO Stormwater User Surcharge (per acre or equivalent thereof).~~

((2015))	((2016))	((2017))
(((\$69.03))	(((\$71.03))	(((\$73.09))

~~4. Water Wastewater Integrated Capital (per hundred cubic feet).~~

~~a. This rate shall be separately itemized on the utility bill.~~

~~b. Rates for water wastewater integrated capital are established and
provided for in SMC 13.035.500.~~

~~5. Process/Seepage User Charge.~~

~~a.~~

((2015))	((2016))	((2017))
((\$587.89))	((\$604.94))	((\$622.48))

~~per M-gallons; or~~

~~b.~~

((2015))	((2016))	((2017))
((\$0.4397))	((\$0.4524))	((\$0.4656))

~~per hundred cubic feet.))~~

<u>Commercial User Charge - Inside City</u>		<u>Monthly Amount</u>		
		<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Commercial user charge</u>				
<u>Per million gallons</u>		<u>\$2,158.19</u>	<u>\$2,220.78</u>	<u>\$2,285.18</u>
<u>Per hundred cubic feet</u>		<u>\$1.62</u>	<u>\$1.67</u>	<u>\$1.72</u>
<u>General stormwater charge</u>				
<u>Per impervious acre per year</u>		<u>\$1,038.59</u>	<u>\$1,068.71</u>	<u>\$1,099.70</u>
<u>Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)</u>		<u>\$0.86</u>	<u>\$0.88</u>	<u>\$0.91</u>
<u>Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)</u>		<u>\$75.21</u>	<u>\$77.39</u>	<u>\$79.63</u>
<u>Process/Seepage user charge</u>				
<u>Per million gallons</u>		<u>\$640.53</u>	<u>\$659.11</u>	<u>\$678.22</u>
<u>Per hundred cubic feet</u>		<u>\$0.4791</u>	<u>\$0.4930</u>	<u>\$0.5073</u>

1. Water-Wastewater Capital Rates.

Rates for water-wastewater capital are established and provided for in SMC 13.035.500.

Section 4. That SMC section 13.03.1010 is amended to read as follows:

13.03.1010 Domestic and Commercial User Charges – Non-City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for non-City customers.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

~~((1. Domestic Charge.~~

((2015))	((2016))	((2017))
(((\$56.13))	(((\$57.76))	(((\$59.43))

~~2. Water Wastewater Integrated Capital (per single family residence or equivalent residential unit).~~

~~a. This rate shall be separately itemized on the utility bill.~~

~~b. Rates for water wastewater integrated capital are established and provided for in SMC 13.035.500.~~

~~3. Cost for Additional Apartments.))~~

((2015))	((2016))	((2017))
(((\$54.64))	(((\$55.76))	(((\$56.43))

<u>Domestic User Charge – Non-City Customers</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Domestic charge</u>	<u>\$61.15</u>	<u>\$62.92</u>	<u>\$64.74</u>
<u>Cost for additional apartment</u>	<u>\$58.07</u>	<u>\$59.75</u>	<u>\$61.48</u>

1. Water-Wastewater Capital Rates.

Rates for water-wastewater capital are established and provided for in SMC 13.035.500.

B. Non-City Retail Commercial User Charge.

~~((1. Charge.~~

~~a.~~

((2015))	((2016))	((2017))
(((\$3,961.62))	(((\$4,076.51))	(((\$4,194.72))

per M-gallons; or

b.

((2015))	((2016))	((2017))
(((\$2.96))	(((\$3.05))	(((\$3.14))

per hundred cubic feet.

2. ~~Rate Stabilization (per hundred cubic feet.))~~

a. ~~— This rate shall be separately itemized on the utility bill.~~

b. ~~— Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.))~~

<u>Commercial User Charge – Non-City Customers</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per million gallons</u>	<u>\$4,316.37</u>	<u>\$4,441.54</u>	<u>\$4,570.34</u>
<u>Per hundred cubic feet</u>	<u>\$3.23</u>	<u>\$3.32</u>	<u>\$3.42</u>

1. Water-Wastewater Capital Rates.

Rates for water-wastewater capital are established and provided for in SMC 13.035.500.

Section 5. That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

~~((1. — User Charge (per thousand gallons).))~~

((2015))	((2016))	((2017))
(((\$109.45))	(((\$112.63))	(((\$115.90))

2. ~~Water Wastewater Integrated Capital (per thousand gallons).~~

a. ~~— This rate shall be separately itemized on the utility bill.~~

b. ~~Rates for water wastewater integrated capital are established and provided for in SMC 13.035.500.~~

3. ~~Surcharge on Loads Over Four Thousand Gallons.~~

((2015))	((2016))	((2017))
(((\$6.23))	(((\$6.41))	(((\$6.59))

<u>Septage Charge</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>User charge (per thousand gallons)</u>	<u>\$119.26</u>	<u>\$122.72</u>	<u>\$126.28</u>
<u>Surcharge on loads over four thousand gallons.</u>	<u>\$6.78</u>	<u>\$6.98</u>	<u>\$7.18</u>

1. Water-Wastewater Capital Rates.

Rates for water-wastewater capital are established and provided for in SMC 13.035.500.

Section 6. That SMC section 13.03.1014 is amended to read as follows:

13.03.1014 Service Outside City Utility Service Area – Monthly Amount

This section lists the monthly rate for service outside the City's utility service area.

A. Outside City Utility Service Area (except by interlocal agreement).

~~((1. Charge.~~

~~a.~~

((2015))	((2016))	((2017))
(((\$3,961.62))	(((\$4,076.51))	(((\$4,194.72))

~~per M gallons; or~~

~~b.~~

((2015))	((2016))	((2017))
(((\$2.96))	(((\$3.05))	(((\$3.14))

~~per hundred cubic feet.~~

<u>Outside City Utility Service Area (except by interlocal agreement)</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per million gallons</u>	<u>\$4,316.37</u>	<u>\$4,441.54</u>	<u>\$4,570.34</u>
<u>Per hundred cubic feet</u>	<u>\$3.23</u>	<u>\$3.32</u>	<u>\$3.42</u>

1. ~~Water-Wastewater ((Integrated)) Capital Rates.~~

~~((a. This rate shall be separately itemized on the utility bill.~~

~~b.))Rates for water-wastewater ((integrated)) capital are established and provided for in SMC 13.035.500.~~

Section 7. That SMC section 13.03.1016 is amended to read as follows:

13.03.1016 Non-domestic Process Wastewater User Charge – Monthly Amount

This section lists the monthly rate for non-domestic process wastewater user charges.

A. Non-domestic Process Wastewater User Charge.

~~1. User Charge (per thousand gallons).~~

((2015))	((2016))	((2017))
(((\$109.45))	(((\$112.63))	(((\$115.90))

~~2. Water Wastewater Integrated Capital~~

~~a. This rate shall be separately itemized on the utility bill.~~

~~b. Rates for water wastewater integrated capital are established and provided for in SMC 13.035.500.~~

~~3. Non-domestic Process Wastewater Disposal Charge (per thousand gallons).~~

((2015))	((2016))	((2017))
(((\$147.33))	(((\$151.60))	(((\$156.00))

~~4. Surcharge on Loads Over Four Thousand Gallons.))~~

((2015))	((2016))	((2017))
(((\$6.23))	(((\$6.41))	(((\$6.59))

<u>Non-domestic Process Wastewater User Charge</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>User charge (per thousand gallons)</u>	<u>\$119.26</u>	<u>\$122.72</u>	<u>\$126.28</u>
<u>Non-domestic process wastewater Disposal charge (per thousand gallons).</u>	<u>\$160.52</u>	<u>\$165.18</u>	<u>\$169.97</u>
<u>Surcharge on loads over four thousand gallons</u>	<u>\$6.78</u>	<u>\$6.98</u>	<u>\$7.18</u>

1. Water-Wastewater Capital Rates.

Rates for water-wastewater capital are established and provided for in
SMC 13.035.500.

Section 8. That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

~~((A. Landfill Pump and Treat Total.~~

((2015))	((2016))	((2017))
(((\$1,201.24))	(((\$1,133.17))	(((\$1,166.03))

~~per M gallons or~~

((2015))	((2016))	((2017))
(((\$0.82))	(((\$0.85))	(((\$0.87))

~~per hundred cubic feet.))~~

<u>Landfill Pump and Treat Total</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per million gallons</u>	<u>\$1,199.84</u>	<u>\$1,234.64</u>	<u>\$1,270.44</u>

<u>Per hundred cubic feet</u>	<u>\$0.90</u>	<u>\$0.93</u>	<u>\$0.96</u>
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Section 9. That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge ((2015)) <u>2018</u>	Basic Charge ((2016)) <u>2019</u>	Basic Charge ((2017)) <u>2020</u>
500	((\$223.32)) <u>\$243.32</u>	((\$229.80)) <u>\$250.38</u>	((\$236.46)) <u>\$257.64</u>
600	((\$253.50)) <u>\$276.09</u>	((\$260.75)) <u>\$284.10</u>	((\$268.31)) <u>\$292.34</u>
700	((\$282.48)) <u>\$307.77</u>	((\$290.67)) <u>\$316.70</u>	((\$299.10)) <u>\$325.88</u>
800	((\$312.40)) <u>\$340.38</u>	((\$321.46)) <u>\$350.25</u>	((\$330.79)) <u>\$360.41</u>
900	((\$342.27)) <u>\$372.92</u>	((\$352.19)) <u>\$383.73</u>	((\$362.41)) <u>\$394.86</u>
1000	((\$371.97)) <u>\$405.28</u>	((\$382.76)) <u>\$417.03</u>	((\$393.86)) <u>\$429.12</u>
1100	((\$386.87)) <u>\$421.52</u>	((\$398.09)) <u>\$433.74</u>	((\$409.64)) <u>\$446.32</u>
1200	((\$401.74)) <u>\$437.72</u>	((\$413.39)) <u>\$450.41</u>	((\$425.38)) <u>\$463.47</u>
1300	((\$416.64)) <u>\$453.95</u>	((\$428.72)) <u>\$467.11</u>	((\$441.16)) <u>\$480.66</u>
1400	((\$431.43)) <u>\$470.06</u>	((\$443.94)) <u>\$483.69</u>	((\$456.81)) <u>\$497.72</u>
1500	((\$446.40)) <u>\$486.38</u>	((\$459.35)) <u>\$500.49</u>	((\$472.67)) <u>\$515.00</u>

B. Miscellaneous Charges for Laboratory Analysis – Bacteriological Tests.

~~Fecal Coliform:~~

((2015))	((2016))	((2017))
(((\$74.04))	(((\$76.15))	(((\$78.36))

<u>Bacteriological Tests</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Fecal Coliform</u>	<u>\$80.63</u>	<u>\$82.97</u>	<u>\$85.38</u>

C. Chemistry Tests.

<u>Chemistry Tests</u>	((2015)) <u>2018</u> Charges	((2016)) <u>2019</u> Charges	((2017)) <u>2020</u> Charges
Alkalinity			
Bicarbonate	(((\$28.44)) <u>\$30.99</u>	(((\$29.27)) <u>\$31.89</u>	(((\$30.12)) <u>\$32.81</u>
Carbonate	(((\$21.77)) <u>\$23.72</u>	(((\$22.41)) <u>\$24.41</u>	(((\$23.05)) <u>\$25.12</u>
Total	(((\$50.22)) <u>\$54.71</u>	(((\$51.67)) <u>\$56.30</u>	(((\$53.17)) <u>\$57.93</u>
Biochemical Oxygen Demand	(((\$47.36)) <u>\$51.60</u>	(((\$48.74)) <u>\$53.10</u>	(((\$50.15)) <u>\$54.64</u>
Chloride	(((\$24.27)) <u>\$26.45</u>	(((\$24.98)) <u>\$27.22</u>	(((\$25.70)) <u>\$28.01</u>
Chemical Oxygen Demand	(((\$45.12)) <u>\$49.17</u>	(((\$46.43)) <u>\$50.60</u>	(((\$47.78)) <u>\$52.07</u>
Dissolved Oxygen	(((\$36.32)) <u>\$39.58</u>	(((\$37.38)) <u>\$40.73</u>	(((\$38.46)) <u>\$41.91</u>
Fluoride	(((\$21.75)) <u>\$23.70</u>	(((\$22.38)) <u>\$24.39</u>	(((\$23.03)) <u>\$25.10</u>
Hardness	(((\$21.10)) <u>\$23.00</u>	(((\$21.72)) <u>\$23.67</u>	(((\$22.35)) <u>\$24.36</u>
Nitrogen			
Ammonia	(((\$39.54)) <u>\$43.08</u>	(((\$40.69)) <u>\$44.33</u>	(((\$41.87)) <u>\$45.62</u>
Kjeldahl	(((\$42.24)) <u>\$46.03</u>	(((\$43.47)) <u>\$47.36</u>	(((\$44.73)) <u>\$48.73</u>
TKN (Total Kjeldahl Nitrogen)	(((\$81.58)) <u>\$88.89</u>	(((\$83.94)) <u>\$91.47</u>	(((\$86.38)) <u>\$94.12</u>
Nitrate	(((\$36.32)) <u>\$39.58</u>	(((\$37.38)) <u>\$40.73</u>	(((\$38.46)) <u>\$41.91</u>

	<u>\$39.58</u>	<u>\$40.73</u>	<u>\$41.91</u>
Nitrite	(((\$24.01)) <u>\$26.16</u>	(((\$24.70)) <u>\$26.92</u>	(((\$25.42)) <u>\$27.70</u>
Oil & Grease	(((\$61.67)) <u>\$67.19</u>	(((\$63.46)) <u>\$69.14</u>	(((\$65.30)) <u>\$71.15</u>
pH	(((\$10.09)) <u>\$11.00</u>	(((\$10.39)) <u>\$11.32</u>	(((\$10.69)) <u>\$11.65</u>
Phosphorus			
Inorganic	(((\$33.88)) <u>\$36.92</u>	(((\$34.87)) <u>\$37.99</u>	(((\$35.88)) <u>\$39.09</u>
Orthophosphate	(((\$24.70)) <u>\$26.91</u>	(((\$25.41)) <u>\$27.69</u>	(((\$26.15)) <u>\$28.49</u>
Total	(((\$58.58)) <u>\$63.83</u>	(((\$60.28)) <u>\$65.68</u>	(((\$62.03)) <u>\$67.58</u>
Residue			
Settleable Solids	(((\$21.13)) <u>\$23.02</u>	(((\$21.74)) <u>\$23.69</u>	(((\$22.37)) <u>\$24.38</u>
Coliform	(((\$55.48)) <u>\$60.45</u>	(((\$57.09)) <u>\$62.20</u>	(((\$58.75)) <u>\$64.00</u>
Suspended Solids	(((\$21.13)) <u>\$23.02</u>	(((\$21.74)) <u>\$23.69</u>	(((\$22.37)) <u>\$24.38</u>
Total Solids	(((\$23.30)) <u>\$25.39</u>	(((\$23.97)) <u>\$26.13</u>	(((\$24.67)) <u>\$26.89</u>
Total Dissolved Solids	(((\$23.30)) <u>\$25.39</u>	(((\$23.97)) <u>\$26.13</u>	(((\$24.67)) <u>\$26.89</u>
Volatile Solids	(((\$28.89)) <u>\$31.48</u>	(((\$29.73)) <u>\$32.39</u>	(((\$30.59)) <u>\$33.33</u>
Volatile Suspended Solids	(((\$28.89)) <u>\$31.48</u>	(((\$29.73)) <u>\$32.39</u>	(((\$30.59)) <u>\$33.33</u>
Specific Oxygen Demand	(((\$88.37)) <u>\$96.28</u>	(((\$90.93)) <u>\$99.07</u>	(((\$93.57)) <u>\$101.94</u>
Specific Conductance	(((\$11.72)) <u>\$12.77</u>	(((\$12.06)) <u>\$13.14</u>	(((\$12.41)) <u>\$13.52</u>
Sulfates	(((\$30.32)) <u>\$33.04</u>	(((\$31.20)) <u>\$34.00</u>	(((\$32.11)) <u>\$34.99</u>
Turbidity	(((\$17.55)) <u>\$19.13</u>	(((\$18.06)) <u>\$19.68</u>	(((\$18.59)) <u>\$20.25</u>

D. Elemental Analysis Performed by Atomic Absorption Spectrophotometry.

~~((1. Flame Technique.~~

~~a. Aluminum, calcium, cadmium, chromium, copper, iron, lead, magnesium, manganese, mercury, nickel, potassium, sodium and zinc.~~

~~b.~~

((2015))	((2016))	((2017))
(((\$28.41))	(((\$29.23))	(((\$30.08))

~~2. Flameless Technique.~~

~~a. Same as elements in subsection (D)(1) of this section.~~

~~(b.))~~

((2015))	((2016))	((2017))
(((\$28.41))	(((\$29.23))	(((\$30.08))

<u>Elements: Aluminum, calcium, cadmium, chromium, copper, iron, lead, magnesium, manganese, mercury, nickel, potassium, sodium, and zinc.</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Flame technique</u>	<u>\$30.08</u>	<u>\$31.85</u>	<u>\$32.77</u>
<u>Flameless technique</u>	<u>\$30.08</u>	<u>\$31.85</u>	<u>\$32.77</u>

E. Biosolids Application Program.

((2015))	((2016))	((2017))
(((\$16.44))	(((\$16.92))	(((\$17.44))

	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Per cubic yard</u>	<u>\$17.91</u>	<u>\$18.43</u>	<u>\$18.96</u>

~~((per cubic yard.))~~

Section 10. That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

~~((1. Charge.~~

a.

((2015))	((2016))	((2017))
(((\$6.16))	(((\$6.34))	(((\$6.53))

b.

((2015))	((2016))	((2017))
(((\$0.5183))	(((\$0.5333))	(((\$0.5488))

~~per hundred cubic feet.~~

~~2. Inspection Fee (start-up, one-time fee).))~~

((2015))	((2016))	((2017))
(((\$87.67))	(((\$90.21))	(((\$92.83))

<u>Refuse Dumpster</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Monthly charge</u>	<u>\$6.72</u>	<u>\$6.91</u>	<u>\$7.11</u>
<u>Per hundred cubic feet</u>	<u>\$0.5647</u>	<u>\$0.5811</u>	<u>\$0.5980</u>
<u>Inspection fee (start-up, one-time fee)</u>	<u>\$95.52</u>	<u>\$98.29</u>	<u>\$101.14</u>

Section 11. That SMC section 13.03.1226 is amended to read as follows:

13.03.1226 Water—Wastewater ((Integrated)) Capital Rates

Rates for water-wastewater ((integrated)) capital are established and provided for in SMC 13.035.500.

Section 12. Effective Date. This ordinance shall take effect and be in force on January 1, 2018.

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:
07/24/2017

Date Rec'd	7/10/2017
Clerk's File #	ORD C35529
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4100 - WATER RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.2019; of the Spokane Municipal Code; and

Summary (Background)

The ordinance reflects an annual increase of 2.9% to Water rates for 2018, 2019 and 2020. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SIMMONS, SCOTT M.	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PWC 5/22/17 & 7/10/17
Finance	DOVAL, MATTHEW	Distribution List	
Legal	DALTON, PAT	eschoedel@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	rhulvey@spokanecity.org	
Additional Approvals		acline@spokanecity.org	
Purchasing		cmorse@spokanecity.org	
		dkegley@spokanecity.org	
		bpatrick@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. ORD C35529

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, and 13.04.2019; of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC section 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

a.

((2015))	((2016))	((2017))
(((\$14.92))	(((\$15.35))	(((\$15.80))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$16.26</u>	<u>\$16.73</u>	<u>\$17.22</u>

- b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.
2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:
 - a. kitchen or cooking area room, which must include a sink;
 - b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
 - c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each

one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

~~((1. Monthly Water Usage / Charge Rate Per Hundred Cubic Feet.~~

~~a. Zero cubic feet to six hundred cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$0.2849))	(((\$0.2932))	(((\$0.3017))

~~b. Greater than six hundred cubic feet to one thousand cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$0.6028))	(((\$0.6203))	(((\$0.6383))

~~c. Greater than one thousand cubic feet to four thousand five hundred cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$0.8110))	(((\$0.8345))	(((\$0.8587))

~~d. Greater than four thousand five hundred cubic feet per month:))~~

((2015))	((2016))	((2017))
(((\$1.0411))	(((\$1.0713))	(((\$1.1024))

<u>Monthly Water Usage</u> <u>(in cubic feet)</u>	<u>Rate</u> <u>Per Hundred Cubic Feet</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Zero up to 600</u>	<u>\$0.3104</u>	<u>\$0.3194</u>	<u>\$0.3287</u>
<u>Greater than 600 up to 1,000</u>	<u>\$0.6568</u>	<u>\$0.6758</u>	<u>\$0.6954</u>
<u>Greater than 1,000 up to 4,500</u>	<u>\$0.8836</u>	<u>\$0.9092</u>	<u>\$0.9356</u>
<u>Greater than 4,500</u>	<u>\$1.1344</u>	<u>\$1.1673</u>	<u>\$1.2012</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and;
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

Section 2. That SMC section 13.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

~~((a. One inch or less:~~

((2015))	((2016))	((2017))
(((\$15.82))	(((\$16.28))	(((\$16.75))

~~b. One and one half inch:~~

((2015))	((2016))	((2017))
(((\$25.81))	(((\$26.56))	(((\$27.33))

~~c. Two inch:~~

((2015))	((2016))	((2017))
(((\$36.57))	(((\$37.63))	(((\$38.72))

~~d. Three inch:~~

((2015))	((2016))	((2017))
(((\$58.58))	(((\$60.28))	(((\$62.03))

e. ~~Four-inch:~~

((2015))	((2016))	((2017))
(((\$80.68))	(((\$83.02))	(((\$85.43))

f. ~~Six-inch:~~

((2015))	((2016))	((2017))
(((\$114.12))	(((\$117.43))	(((\$120.84))

g. ~~Eight-inch:~~

((2015))	((2016))	((2017))
(((\$233.83))	(((\$240.64))	(((\$247.59))

h. ~~Ten-inch:))~~

((2015))	((2016))	((2017))
(((\$341.47))	(((\$351.37))	(((\$361.56))

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>1 inch or smaller</u>	<u>\$17.24</u>	<u>\$17.74</u>	<u>\$18.25</u>
<u>1 ½ inch</u>	<u>\$28.12</u>	<u>\$28.94</u>	<u>\$29.78</u>
<u>2 inch</u>	<u>\$39.84</u>	<u>\$41.00</u>	<u>\$42.19</u>
<u>3 inch</u>	<u>\$63.83</u>	<u>\$65.68</u>	<u>\$67.58</u>
<u>4 inch</u>	<u>\$87.91</u>	<u>\$90.46</u>	<u>\$93.08</u>
<u>6 inch</u>	<u>\$124.34</u>	<u>\$127.95</u>	<u>\$131.66</u>
<u>8 inch</u>	<u>\$254.77</u>	<u>\$262.16</u>	<u>\$269.76</u>
<u>10 inch</u>	<u>\$372.05</u>	<u>\$382.84</u>	<u>\$393.94</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

~~((1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.~~

~~b. Zero cubic feet to six hundred cubic feet per month:~~

((2015))	((2016))	((2017))
((0.2955))	((0.3041))	((0.3129))

~~for all use.~~

~~c. Greater than six hundred cubic feet up to one thousand cubic feet per month:~~

((2015))	((2016))	((2017))
((0.6134))	((0.6312))	((0.6495))

~~for all use zero cubic feet to one thousand cubic feet.~~

~~d. Greater than one thousand cubic feet per month:~~

((2015))	((2016))	((2017))
((0.8873))	((0.9130))	((0.9395))

~~for all use zero cubic feet to the amount used.))~~

<u>Monthly Water Usage</u> <u>(in cubic feet)</u>	<u>Rate</u> <u>Per Hundred Cubic Feet</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Zero up to 600</u> <u>(Charge for all use: zero up to 600.)</u>	<u>\$0.3220</u>	<u>\$0.3313</u>	<u>\$0.3409</u>
<u>Greater than 600 up to 1,000</u> <u>(Charge for all use: zero up to 1,000.)</u>	<u>\$0.6683</u>	<u>\$0.6877</u>	<u>\$0.7076</u>
<u>Greater than 1,000</u> <u>(Charge for all use: zero to amount used.)</u>	<u>\$0.9667</u>	<u>\$0.9947</u>	<u>\$1.0235</u>

Section 3. That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B). Consumption beyond ~~((seventy units))~~ seven thousand cubic feet of service per month will be assessed a per ~~((unit))~~ hundred cubic feet rate of:

((2015))	((2016))	((2017))
(((\$1.1069))	(((\$1.1390))	(((\$1.1720))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$1.2060</u>	<u>\$1.2410</u>	<u>\$1.2770</u>

C. Size of Service / Meter Charge Per Month.

~~((1.))~~ ~~One inch or less:~~

((2015))	((2016))	((2017))
(((\$15.82))	(((\$16.28))	(((\$16.75))

~~2.))~~ ~~One and one half inch:~~

((2015))	((2016))	((2017))
(((\$25.81))	(((\$26.56))	(((\$27.33))

~~3.))~~ ~~Two inch:~~

((2015))	((2016))	((2017))
(((\$36.57))	(((\$37.63))	(((\$38.72))

~~4.))~~ ~~Three inch:~~

((2015))	((2016))	((2017))
((\$58.58))	((\$60.28))	((\$62.03))

5. ~~Four-inch:~~

((2015))	((2016))	((2017))
((\$80.68))	((\$83.02))	((\$85.43))

6. ~~Six-inch:~~

((2015))	((2016))	((2017))
((\$114.12))	((\$117.43))	((\$120.84))

7. ~~Eight-inch:~~

((2015))	((2016))	((2017))
((\$233.83))	((\$240.61))	((\$247.59))

8. ~~Ten-inch:))~~

((2015))	((2016))	((2017))
((\$341.47))	((\$351.37))	((\$361.56))

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>1 inch or smaller</u>	<u>\$17.24</u>	<u>\$17.74</u>	<u>\$18.25</u>
<u>1 ½ inch</u>	<u>\$28.12</u>	<u>\$28.94</u>	<u>\$29.78</u>
<u>2 inch</u>	<u>\$39.84</u>	<u>\$41.00</u>	<u>\$42.19</u>
<u>3 inch</u>	<u>\$63.83</u>	<u>\$65.68</u>	<u>\$67.58</u>
<u>4 inch</u>	<u>\$87.91</u>	<u>\$90.46</u>	<u>\$93.08</u>
<u>6 inch</u>	<u>\$124.34</u>	<u>\$127.95</u>	<u>\$131.66</u>
<u>8 inch</u>	<u>\$254.77</u>	<u>\$262.16</u>	<u>\$269.76</u>
<u>10 inch</u>	<u>\$372.05</u>	<u>\$382.84</u>	<u>\$393.94</u>

D. Water-Wastewater ((~~Integrated~~)) Capital Rates.

Rates for water-wastewater ((~~integrated~~)) capital are established and provided for in SMC 13.035.500.

Section 4. That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

- A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.
1. Worksite will be inspected at least every ninety days to determine meter status.
 2. The meter installation will be made at the earliest possible date.
 3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.
- B. Size of Service / Meter Charge Per Month.

~~((1. One inch or less:~~

((2015))	((2016))	((2017))
(((\$15.82))	(((\$16.28))	(((\$16.75))

~~2. One and one half inch:~~

((2015))	((2016))	((2017))
(((\$25.84))	(((\$26.56))	(((\$27.33))

~~3. Two inch:~~

((2015))	((2016))	((2017))
(((\$36.57))	(((\$37.63))	(((\$38.72))

~~4. Three inch:~~

((2015))	((2016))	((2017))
(((\$58.58))	(((\$60.28))	(((\$62.03))

~~5. Four inch:~~

((2015))	((2016))	((2017))
(((\$80.68))	(((\$83.02))	(((\$85.43))

6. ~~Six inch:~~

((2015))	((2016))	((2017))
(((\$114.12))	(((\$117.43))	(((\$120.84))

7. ~~Eight inch:~~

((2015))	((2016))	((2017))
(((\$233.83))	(((\$240.64))	(((\$247.59))

8. ~~Ten inch:~~

((2015))	((2016))	((2017))
(((\$341.47))	(((\$351.37))	(((\$361.56))

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>1 inch or smaller</u>	<u>\$17.24</u>	<u>\$17.74</u>	<u>\$18.25</u>
<u>1 ½ inch</u>	<u>\$28.12</u>	<u>\$28.94</u>	<u>\$29.78</u>
<u>2 inch</u>	<u>\$39.84</u>	<u>\$41.00</u>	<u>\$42.19</u>
<u>3 inch</u>	<u>\$63.83</u>	<u>\$65.68</u>	<u>\$67.58</u>
<u>4 inch</u>	<u>\$87.91</u>	<u>\$90.46</u>	<u>\$93.08</u>
<u>6 inch</u>	<u>\$124.34</u>	<u>\$127.95</u>	<u>\$131.66</u>
<u>8 inch</u>	<u>\$254.77</u>	<u>\$262.16</u>	<u>\$269.76</u>
<u>10 inch</u>	<u>\$372.05</u>	<u>\$382.84</u>	<u>\$393.94</u>

Section 5. That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

- A. For inside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

~~((1. Size of Connection / Service Charge Per Month.~~

~~a. Three inch or smaller:~~

((2015))	((2016))	((2017))
(((\$16.75))	(((\$17.24))	(((\$17.74))

b. ~~Four inch:~~

((2015))	((2016))	((2017))
(((\$23.63))	(((\$24.32))	(((\$25.03))

c. ~~Six inch:~~

((2015))	((2016))	((2017))
(((\$32.86))	(((\$33.81))	(((\$34.79))

d. ~~Eight inch:~~

((2015))	((2016))	((2017))
(((\$39.75))	(((\$40.90))	(((\$42.09))

e. ~~Ten inch:~~

((2015))	((2016))	((2017))
(((\$47.54))	(((\$48.92))	(((\$50.34))

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>3 inch or smaller</u>	<u>\$18.25</u>	<u>\$18.78</u>	<u>\$19.32</u>
<u>4 inch</u>	<u>\$25.76</u>	<u>\$26.51</u>	<u>\$27.28</u>
<u>6 inch</u>	<u>\$35.80</u>	<u>\$36.84</u>	<u>\$37.91</u>
<u>8 inch</u>	<u>\$43.31</u>	<u>\$44.57</u>	<u>\$45.86</u>
<u>10 inch</u>	<u>\$51.80</u>	<u>\$53.30</u>	<u>\$54.85</u>

B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

~~((a. Three-inch or smaller:~~

((2015))	((2016))	((2017))
((\$25.13))	((\$25.86))	((\$26.61))

b. ~~Four inch:~~

((2015))	((2016))	((2017))
((\$35.45))	((\$36.48))	((\$37.54))

c. ~~Six inch:~~

((2015))	((2016))	((2017))
((\$49.29))	((\$50.72))	((\$52.19))

d. ~~Eight inch:~~

((2015))	((2016))	((2017))
((\$59.63))	((\$61.35))	((\$63.13))

e. ~~Ten inch:))~~

((2015))	((2016))	((2017))
((\$71.31))	((\$73.38))	((\$75.51))

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>3 inch or smaller</u>	<u>\$27.38</u>	<u>\$28.17</u>	<u>\$28.99</u>
<u>4 inch</u>	<u>\$38.63</u>	<u>\$39.75</u>	<u>\$40.90</u>
<u>6 inch</u>	<u>\$53.70</u>	<u>\$55.26</u>	<u>\$56.86</u>
<u>8 inch</u>	<u>\$64.96</u>	<u>\$66.84</u>	<u>\$68.78</u>
<u>10 inch</u>	<u>\$77.70</u>	<u>\$79.95</u>	<u>\$82.27</u>

Section 6. That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

((2015))	((2016))	((2017))
(((\$22.38))	(((\$23.03))	(((\$23.70))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$24.39</u>	<u>\$25.10</u>	<u>\$25.83</u>

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

~~((1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.~~

~~a. Zero cubic feet to six hundred cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$0.4274))	(((\$0.4398))	(((\$0.4525))

~~b. Greater than six hundred cubic feet up to one thousand cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$0.9042))	(((\$0.9304))	(((\$0.9574))

~~c. Greater than one thousand cubic feet to four thousand five hundred cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$1.2164))	(((\$1.2517))	(((\$1.2880))

~~d. Greater than four thousand five hundred cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$1.5617))	(((\$1.6070))	(((\$1.6536))

<u>Monthly Water Usage</u> <u>(in cubic feet)</u>	<u>Rate</u> <u>Per Hundred Cubic Feet</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Zero up to 600</u>	<u>\$0.4656</u>	<u>\$0.4791</u>	<u>\$0.4930</u>
<u>Greater than 600 up to 1,000</u>	<u>\$0.9852</u>	<u>\$1.0138</u>	<u>\$1.0432</u>
<u>Greater than 1,000 up to 4,500</u>	<u>\$1.3254</u>	<u>\$1.3638</u>	<u>\$1.4034</u>
<u>Greater than 4,500</u>	<u>\$1.7016</u>	<u>\$1.7509</u>	<u>\$1.8017</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

Section 7. That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

The charge to other purveyors for water use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((2015))	((2016))	((2017))
(((\$1.1069))	(((\$1.1390))	(((\$1.1720))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$1.2060</u>	<u>\$1.2410</u>	<u>\$1.2770</u>

Section 8. That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD's total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B). Consumption beyond ~~((seventy units))~~seven thousand cubic feet of service per month will be assessed a per ~~((unit))~~hundred cubic feet rate of:

((2015))	((2016))	((2017))
((1.6604))	((1.7085))	((1.7584))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$1.8091</u>	<u>\$1.8616</u>	<u>\$1.9156</u>

per one hundred cubic feet used per month.

C. Size of Service / Meter Charge Per Month.

~~((1. One inch or less:~~

((2015))	((2016))	((2017))
((30.65))	((31.53))	((32.44))

~~2. One and one half inch:~~

((2015))	((2016))	((2017))
((\$45.63))	((\$46.95))	((\$48.34))

3. Two-inch:

((2015))	((2016))	((2017))
((\$61.77))	((\$63.56))	((\$65.40))

4. Three-inch:

((2015))	((2016))	((2017))
((\$94.79))	((\$97.53))	((\$100.36))

5. Four-inch:

((2015))	((2016))	((2017))
((\$127.94))	((\$131.64))	((\$135.46))

6. Six-inch:

((2015))	((2016))	((2017))
((\$178.10))	((\$183.26))	((\$188.57))

7. Eight-inch:

((2015))	((2016))	((2017))
((\$357.66))	((\$368.03))	((\$378.80))

8. Ten-inch:

((2015))	((2016))	((2017))
((\$519.12))	((\$534.18))	((\$549.67))

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>1 inch or smaller</u>	<u>\$33.38</u>	<u>\$34.35</u>	<u>\$35.35</u>
<u>1 ½ inch</u>	<u>\$49.71</u>	<u>\$51.15</u>	<u>\$52.63</u>
<u>2 inch</u>	<u>\$67.30</u>	<u>\$69.25</u>	<u>\$71.26</u>

<u>3 inch</u>	<u>\$103.27</u>	<u>\$106.26</u>	<u>\$109.34</u>
<u>4 inch</u>	<u>\$139.39</u>	<u>\$143.43</u>	<u>\$147.59</u>
<u>6 inch</u>	<u>\$194.04</u>	<u>\$199.67</u>	<u>\$205.46</u>
<u>8 inch</u>	<u>\$389.79</u>	<u>\$401.09</u>	<u>\$412.72</u>
<u>10 inch</u>	<u>\$565.61</u>	<u>\$582.01</u>	<u>\$598.89</u>

D. Water-Wastewater ~~((Integrated))~~ Capital Rates.

Rates for water-wastewater ~~((integrated))~~ capital are established and provided for in SMC 13.035.500.

Section 9. That SMC section 13.04.2016 is amended to read as follows:

13.04.2016 Outside City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

~~((1. One inch or less:~~

((2015))	((2016))	((2017))
(((\$30.65))	(((\$31.53))	(((\$32.44))

~~2. One and one-half inch:~~

((2015))	((2016))	((2017))
(((\$45.63))	(((\$46.95))	(((\$48.31))

~~3. Two inch:~~

((2015))	((2016))	((2017))
(((\$61.77))	(((\$63.56))	(((\$65.40))

~~4. Three inch:~~

((2015))	((2016))	((2017))
(((\$94.79))	(((\$97.53))	(((\$100.36))

5. ~~Four inch:~~

((2015))	((2016))	((2017))
(((\$127.94))	(((\$131.64))	(((\$135.46))

6. ~~Six inch:~~

((2015))	((2016))	((2017))
(((\$178.10))	(((\$183.26))	(((\$188.57))

7. ~~Eight inch:~~

((2015))	((2016))	((2017))
(((\$357.66))	(((\$368.03))	(((\$378.70))

8. ~~Ten inch:))~~

((2015))	((2016))	((2017))
(((\$519.12))	(((\$534.18))	(((\$549.67))

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>1 inch or smaller</u>	<u>\$33.38</u>	<u>\$34.35</u>	<u>\$35.35</u>
<u>1 ½ inch</u>	<u>\$49.71</u>	<u>\$51.15</u>	<u>\$52.63</u>
<u>2 inch</u>	<u>\$67.30</u>	<u>\$69.25</u>	<u>\$71.26</u>
<u>3 inch</u>	<u>\$103.27</u>	<u>\$106.26</u>	<u>\$109.34</u>
<u>4 inch</u>	<u>\$139.39</u>	<u>\$143.43</u>	<u>\$147.59</u>
<u>6 inch</u>	<u>\$194.04</u>	<u>\$199.67</u>	<u>\$205.46</u>
<u>8 inch</u>	<u>\$389.79</u>	<u>\$401.09</u>	<u>\$412.72</u>
<u>10 inch</u>	<u>\$565.61</u>	<u>\$582.01</u>	<u>\$598.89</u>

- C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

~~((1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.~~

a. ~~Zero cubic feet to six hundred cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$0.4433))	(((\$0.4562))	(((\$0.4694))

~~for all use.~~

b. ~~Greater than six hundred cubic feet up to one thousand cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$0.9201))	(((\$0.9468))	(((\$0.9743))

~~for all use zero cubic feet to one thousand cubic feet.~~

c. ~~Greater than one thousand cubic feet per month:~~

((2015))	((2016))	((2017))
(((\$1.3310))	(((\$1.3695))	(((\$1.4092))

~~for all use zero cubic feet to the amount used.))~~

<u>Monthly Water Usage</u> <u>(in cubic feet)</u>	<u>Rate</u> <u>Per Hundred Cubic Feet</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Zero up to 600</u> <u>(Charge for all use: zero up to 600.)</u>	<u>\$0.4830</u>	<u>\$0.4970</u>	<u>\$0.5114</u>
<u>Greater than 600 up to 1,000</u> <u>(Charge for all use: zero up to 1,000.)</u>	<u>\$1.0026</u>	<u>\$1.0317</u>	<u>\$1.0616</u>
<u>Greater than 1,000</u> <u>(Charge for all use: zero to amount used.)</u>	<u>\$1.4501</u>	<u>\$1.4921</u>	<u>\$1.5354</u>

Section 10. That SMC section 13.04.2019 is amended to read as follows:

13.04.2019 Water-Wastewater ((Integrated)) Capital Rates

Rates for water-wastewater ((integrated)) capital are established and provided for in SMC 13.035.500.

Section 11. Effective Date. This ordinance shall take effect and be in force on January 1, 2018.

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:
07/24/2017

Date Rec'd	7/7/2017
Clerk's File #	ORD C35530
Renews #	

Submitting Dept	PUBLIC WORKS	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4500 - SOLID WASTE COLLECTION RATES ORDINANCE		

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, and

Summary (Background)

The ordinance reflects an annual increase of 2.9% to Solid Waste Collection rates for commercial and residential for 2018, 2019, and 2020. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 5/8/17 & 7/10/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	eschoedel@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	rhulvey@spokanecity.org	
<u>Additional Approvals</u>		acline@spokanecity.org	
<u>Purchasing</u>		cmorse@spokanecity.org	
		swindsor@spokanecity.org	
		bpatrick@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35530

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, and 13.02.0554; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1. That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.

1. Single-family residential premises or equivalent are presumed to require service of at least one thirty-two gallon automated cart.

~~((2. Thirty-two gallon automated cart service is available upon request.))~~

B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.

C. Adjacent Service.

Container pickup location is up to six feet from vehicle access point for automated service or twelve feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than twelve feet from the pickup location will be charged for rollout at rates specified hereafter.

~~((1. Twenty-gallon automated cart service.~~

~~a. New requests for twenty-gallon cart service will no longer be accepted after June 01, 2010. Existing twenty-gallon service will continue until May 31, 2015.~~

~~b. Thirteen dollars ninety-eight cents (\$13.98)~~

~~2. Thirty two gallon automated cart service:~~

((2015))	((2016))	((2017))
----------	----------	----------

(((\$15.69))	(((\$16.15))	(((\$16.62))
-------------------------	-------------------------	-------------------------

3. ~~Sixty eight gallon automated cart service:~~

((2015))	((2016))	((2017))
(((\$28.42))	(((\$29.25))	(((\$30.09))

4. ~~Ninety five gallon automated cart service:~~

((2015))	((2016))	((2017))
(((\$41.49))	(((\$42.69))	(((\$43.93))

<u>Residential Automated Cart Service</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>20 gallon (Discontinued)</u>	<u>\$14.39</u>	<u>\$14.81</u>	<u>\$15.24</u>
<u>32 gallon</u>	<u>\$17.10</u>	<u>\$17.60</u>	<u>\$18.11</u>
<u>68 gallon</u>	<u>\$30.96</u>	<u>\$31.86</u>	<u>\$32.78</u>
<u>95 gallon</u>	<u>\$45.20</u>	<u>\$46.51</u>	<u>\$47.86</u>

D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

((2015))	((2016))	((2017))
(((\$3.67))	(((\$3.78))	(((\$3.89))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$4.00</u>	<u>\$4.12</u>	<u>\$4.24</u>

E. Rollout Service, ~~((from Six Feet (Automated) / Twelve Feet (Semi-automated) to Fifty Feet.~~

1. ~~Container pickup location is from six feet for automated service or twelve feet for semi-automated service, up to and including fifty feet from collection vehicle access.~~

2. ~~Rollout is on a per automated cart basis.~~

3. ~~The monthly fee for this service is:))~~

((2015))	((2016))	((2017))
---------------------	---------------------	---------------------

(((\$12.54))	(((\$12.91))	(((\$13.28))
-------------------------	-------------------------	-------------------------

~~((F. Rollout Service More Than Fifty to One Hundred Feet.~~

- ~~1. Container pickup location if more than fifty feet, up to and including one hundred feet from collection vehicle access.~~
- ~~2. Pack out is on a per automated cart basis.~~
- ~~3. The monthly fee for this service is:~~

((2015))	((2016))	((2017))
(((\$25.08))	(((\$25.80))	(((\$26.55))

~~G. Rollout Service More than One Hundred to One Hundred Fifty Feet.~~

- ~~1. Container pickup location is more than one hundred feet, up to and including one hundred fifty feet from collection vehicle access.~~
- ~~2. Pack out is on a per automated cart basis.~~
- ~~3. The monthly fee for this service is:~~

((2015))	((2016))	((2017))
(((\$37.60))	(((\$38.69))	(((\$39.84))

~~H. Rollout Service More Than One Hundred Fifty to Two Hundred Feet.~~

- ~~1. Container pickup location is more than one hundred fifty feet, up to and including two hundred feet from collection vehicle access.~~
- ~~2. Pack out rate is on a per automated cart basis.~~
- ~~3. The monthly fee for this service is:))~~

((2015))	((2016))	((2017))
(((\$50.12))	(((\$51.58))	(((\$53.07))

<u>Rollout Service</u> <u>(Pack-out is on a per automated cart basis.)</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Container pickup location from collection vehicle access (in feet).</u>			

<u>6 feet (Automated) / 12 feet (Semi-automated) to 50 feet</u>	<u>\$13.67</u>	<u>\$14.07</u>	<u>\$14.48</u>
<u>More than 50 feet to 100 feet</u>	<u>\$27.32</u>	<u>\$28.11</u>	<u>\$28.93</u>
<u>More than 100 feet to 150 feet</u>	<u>\$40.96</u>	<u>\$42.15</u>	<u>\$43.37</u>
<u>More than 150 feet to 200 feet</u>	<u>\$54.61</u>	<u>\$56.19</u>	<u>\$57.82</u>

((1-))F. Extra/additional items and extra automated cart dumping charges.

1. Occasional, infrequent extra waste material (boxes, bags, cans, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items.

((1. Adjacent Service (per item):-))

((2015))	((2016))	((2017))
(((\$3.67))	(((\$3.78))	(((\$3.89))

2. ~~Rollout Service (per item):-))~~

((2015))	((2016))	((2017))
(((\$4.65))	(((\$4.79))	(((\$4.92))

2. Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit piece.

((3. ~~Extra automated cart dumping charges are as follows:~~

a. ~~Thirty-two gallon cart:~~

((2015))	((2016))	((2017))
(((\$3.93))	(((\$4.04))	(((\$4.16))

b. ~~Sixty-eight gallon cart:~~

((2015))	((2016))	((2017))
(((\$7.10))	(((\$7.31))	(((\$7.52))

c. ~~Ninety-five gallon cart:~~

((2015))	((2016))	((2017))
(((\$10.37))	(((\$10.67))	(((\$10.98))

d. ~~Contaminated recycling cart:~~

((2015))	((2016))	((2017))
(((\$7.10))	(((\$7.31))	(((\$7.52))

e. ~~Contaminated yard cart:))~~

((2015))	((2016))	((2017))
(((\$10.37))	(((\$10.67))	(((\$10.98))

	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Additional items (per item)</u>			
Adjacent service	<u>\$4.00</u>	<u>\$4.12</u>	<u>\$4.24</u>
Rollout service	<u>\$5.06</u>	<u>\$5.21</u>	<u>\$5.36</u>
<u>Extra automated cart dumping charges</u>			
<u>32 gallon</u>	<u>\$4.28</u>	<u>\$4.40</u>	<u>\$4.53</u>
<u>68 gallon</u>	<u>\$7.74</u>	<u>\$7.96</u>	<u>\$8.19</u>
<u>95 gallon</u>	<u>\$11.30</u>	<u>\$11.63</u>	<u>\$11.97</u>
<u>Contaminated recycling cart</u>	<u>\$7.74</u>	<u>\$7.96</u>	<u>\$8.19</u>
<u>Contaminated yard cart</u>	<u>\$11.30</u>	<u>\$11.63</u>	<u>\$11.97</u>

~~((J.))~~G. ~~Overweight/Oversize Containers.~~

1. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

((2015))	((2016))	((2017))
(((\$3.67))	(((\$3.78))	(((\$3.89))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$4.00</u>	<u>\$4.12</u>	<u>\$4.24</u>

a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be

sufficient to support the charge, absent further information, considering that such employees handle a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.

- b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

~~((2. Oversize forty five gallon or fifty five gallon cans are billed as two items because of their size.))~~

Section 2. That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on a one-yard dumpster multiplied by the number of yards in the dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

~~((B. One cubic yard dumpster service:~~

((2015))	((2016))	((2017))
(((\$84.24))	(((\$86.69))	(((\$89.20))

~~C. Two cubic yard dumpster service:~~

((2015))	((2016))	((2017))
(((\$168.48))	(((\$173.36))	(((\$178.39))

~~D. Three cubic yard dumpster service:~~

((2015))	((2016))	((2017))
(((\$252.72))	(((\$260.05))	(((\$267.59))

~~E. Four cubic yard dumpster service:~~

((2015))	((2016))	((2017))
(((\$336.97))	(((\$346.74))	(((\$356.79))

F. ~~Six cubic yard dumpster service:~~

((2015))	((2016))	((2017))
(((\$505.44))	(((\$520.10))	(((\$535.19))

G. ~~Dumpster lockbar for front load dumpsters installation fee:~~

((2015))	((2016))	((2017))
(((\$84.71))	(((\$87.16))	(((\$89.69))

<u>Commercial Service Rates</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Dumpster service</u>			
<u>1 cubic yard</u>	<u>\$91.79</u>	<u>\$94.45</u>	<u>\$97.19</u>
<u>2 cubic yard</u>	<u>\$183.56</u>	<u>\$188.88</u>	<u>\$194.36</u>
<u>3 cubic yard</u>	<u>\$275.35</u>	<u>\$283.34</u>	<u>\$291.56</u>
<u>4 cubic yard</u>	<u>\$367.14</u>	<u>\$377.79</u>	<u>\$388.75</u>
<u>6 cubic yard</u>	<u>\$550.71</u>	<u>\$566.68</u>	<u>\$583.11</u>
<u>Dumpster lockbar for front-load dumpsters installation fee</u>	<u>\$92.29</u>	<u>\$94.97</u>	<u>\$97.72</u>

Section 3. That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

~~((1. The pickup hauling fee for loose solid waste is:~~

((2015))	((2016))	((2017))
(((\$120.03))	(((\$123.51))	(((\$127.10))

and the pickup fee for compacted solid waste is: -))

((2015))	((2016))	((2017))
(((\$142.03))	(((\$146.15))	(((\$150.39))

<u>Pickup Hauling Fee</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Loose solid waste</u>	<u>\$130.79</u>	<u>\$134.58</u>	<u>\$138.48</u>
<u>Compacted solid waste</u>	<u>\$154.75</u>	<u>\$159.24</u>	<u>\$163.86</u>

- C. Minimum charge is one haul per month unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 4. That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

- A. For all commercial capacity containers, the following rules apply:

- To avoid container damage, location changes are to be made by the department.
- Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>

- A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.
- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.
- If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

((2015))	((2016))	((2017))
(((\$13.23))	(((\$13.62))	(((\$14.04))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$14.42</u>	<u>\$14.84</u>	<u>\$15.27</u>

D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 5. That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on a one-yard compactor multiplied by the number of yards in the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

~~((B. — One cubic yard compactor service:~~

((2015))	((2016))	((2017))
(((\$162.80))	(((\$167.52))	(((\$172.38))

C. ~~Two cubic yard compactor service:~~

((2015))	((2016))	((2017))
(((\$325.60))	(((\$335.04))	(((\$344.75))

D. ~~Three cubic yard compactor service:~~

((2015))	((2016))	((2017))
(((\$488.39))	(((\$502.56))	(((\$517.13))

E. ~~Four cubic yard compactor service:~~

((2015))	((2016))	((2017))
(((\$651.19))	(((\$670.08))	(((\$689.51))

F. ~~Five cubic yard compactor service:~~

((2015))	((2016))	((2017))
(((\$813.98))	(((\$837.59))	(((\$861.88))

G. ~~Six cubic yard compactor service:~~

((2015))	((2016))	((2017))
(((\$976.78))	(((\$1,005.10))	(((\$1,034.25))

<u>Commercial Compactors</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Compactor service</u>			
<u>1 cubic yard</u>	<u>\$177.38</u>	<u>\$182.52</u>	<u>\$187.81</u>
<u>2 cubic yard</u>	<u>\$354.75</u>	<u>\$365.04</u>	<u>\$375.63</u>
<u>3 cubic yard</u>	<u>\$532.13</u>	<u>\$547.56</u>	<u>\$563.44</u>
<u>4 cubic yard</u>	<u>\$709.51</u>	<u>\$730.09</u>	<u>\$751.26</u>
<u>5 cubic yard</u>	<u>\$886.87</u>	<u>\$912.59</u>	<u>\$939.06</u>
<u>6 cubic yard</u>	<u>\$1,064.24</u>	<u>\$1,095.10</u>	<u>\$1,126.86</u>

~~((H.))~~B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>

~~((I.))~~C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

~~((J.))~~ ~~Special compactor services requiring extra loading time:~~

- 1.

((2015))	((2016))	((2017))
(((\$8.47))	(((\$8.71))	(((\$8.97))

~~per estimated ten-minute interval.~~

2. ~~Minimum charge :))~~

2015))	2016))	2017))
\$8.47))	\$8.71))	\$8.97))

<u>Special Compactor Services Requiring Extra Loading Time</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Minimum charge</u>	<u>\$9.23</u>	<u>\$9.50</u>	<u>\$9.78</u>
<u>Per estimated 10 minute interval</u>	<u>\$9.23</u>	<u>\$9.50</u>	<u>\$9.78</u>

Section 6. That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:

1. have container properly prepared for pickup,
2. have container at the required container pickup location,
3. have container at the required location at the required time, or
4. remove obstacles to department vehicle access

Return Trip Charge (Per Stop)	<u>2018</u>	<u>2019</u>	<u>2020</u>
Automated solid waste cart service or recycling cart	<u>\$13.45</u>	<u>\$13.84</u>	<u>\$14.24</u>
Commercial container dumpster/recycling dumpster	<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>
Commercial container rolloff	<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>
Move cart for access	<u>\$6.86</u>	<u>\$7.06</u>	<u>\$7.26</u>

B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer's special handling needs, as determined by the City.

~~((B. The charges are:~~

~~1. Automated solid waste cart service or recycling cart (per stop):~~

((2015))	((2016))	((2017))
(((\$12.35))	(((\$12.71))	(((\$13.07))

~~2. Commercial container dumpster/recycling dumpster service (per stop):~~

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

~~3. Commercial container rolloff service (per stop):~~

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

4. ~~Move cart for access:~~

((2015))	((2016))	((2017))
(((\$6.30))	(((\$6.48))	(((\$6.67))

- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

Section 7. That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

- A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard:

~~((4.))~~

((2015))	((2016))	((2017))
(((\$27.79))	(((\$28.60))	(((\$29.43))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$30.28</u>	<u>\$31.16</u>	<u>\$32.06</u>

- B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

~~((per fifteen-minute increment, with a minimum charge of))~~

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

<u>On-site Labor Charge</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
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<u>Minimum charge</u>	<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>
<u>Per estimated 15 minute interval</u>	<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>

- C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed. ((The minimum charge is

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

~~per fifteen minute increment or part thereof, with a minimum charge of))~~

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

<u>Labor or Preparation Fee</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Minimum charge</u>	<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>
<u>Per estimated 15 minute interval</u>	<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>

Section 8. That SMC section 13.02.0516 is amended to read as follows:

13.02.0516 Container Replacement Charges

The first container supplied to a premises is furnished free of charge. The customer is responsible to replace lost, damaged, or missing containers, however, and replacement costs are:

~~((A. Automated Carts (for general solid waste):~~

~~1. Thirty-two gallon automated cart:~~

((2015))	((2016))	((2017))
(((\$32.69))	(((\$33.64))	(((\$34.61))

~~2. Sixty-eight gallon automated cart:~~

((2015))	((2016))	((2017))
(((\$43.86))	(((\$45.13))	(((\$46.44))

~~3. Ninety-five gallon automated cart:--))~~

((2015))	((2016))	((2017))
(((\$50.43))	(((\$51.89))	(((\$53.40))

~~B. Dumpster/Container Replacement (front or rear load).~~

~~1. Front load.~~

~~a. One cubic yard:~~

((2015))	((2016))	((2017))
(((\$536.99))	(((\$552.57))	(((\$568.59))

~~b. Two cubic yard:~~

((2015))	((2016))	((2017))
(((\$558.91))	(((\$575.12))	(((\$591.80))

~~c. Three cubic yard:~~

((2015))	((2016))	((2017))
(((\$635.62))	(((\$654.06))	(((\$673.02))

~~d. Four cubic yard:~~

((2015))	((2016))	((2017))
(((\$750.70))	(((\$772.47))	(((\$794.87))

~~e. Six cubic yard:~~

((2015))	((2016))	((2017))
(((\$915.08))	(((\$941.62))	(((\$968.92))

~~2. Rear load.~~

~~a. One cubic yard:~~

((2015))	((2016))	((2017))
(((\$427.41))	(((\$439.80))	(((\$452.55))

b. ~~Two-cubic yard:~~

((2015))	((2016))	((2017))
(((\$493.16))	(((\$507.46))	(((\$522.18))

c. ~~Three-cubic yard:~~

((2015))	((2016))	((2017))
(((\$997.27))	(((\$1,026.19))	(((\$1,055.95))

d. ~~Four-cubic yard:~~

((2015))	((2016))	((2017))
(((\$1,276.73))	(((\$1,313.76))	(((\$1,351.86))

e. ~~Six-cubic yard:~~

((2015))	((2016))	((2017))
(((\$1,506.87))	(((\$1,550.57))	(((\$1,595.53))

C. ~~Rolloffs.~~

1. ~~Twenty-cubic yard:~~

((2015))	((2016))	((2017))
(((\$6,087.73))	(((\$6,264.27))	(((\$6,445.94))

2. ~~Thirty-cubic yard:~~

((2015))	((2016))	((2017))
(((\$6,602.80))	(((\$6,794.29))	(((\$6,991.32))

3. ~~Forty-cubic yard standard:))~~

((2015))	((2016))	((2017))
(((\$7,978.16))	(((\$8,209.52))	(((\$8,447.60))

<u>Container Replacement Charges</u>			
	<u>2018</u>	<u>2019</u>	<u>2020</u>

<u>Automated Carts</u>			
<u>32 gallon</u>	<u>\$35.61</u>	<u>\$36.64</u>	<u>\$37.70</u>
<u>68 gallon</u>	<u>\$47.79</u>	<u>\$49.18</u>	<u>\$50.61</u>
<u>95 gallon</u>	<u>\$54.95</u>	<u>\$56.54</u>	<u>\$58.18</u>
<u>Dumpster/Container Replacement (front-load or rear-load)</u>			
<u>Front-load</u>			
<u>1 cubic yard</u>	<u>\$585.08</u>	<u>\$602.05</u>	<u>\$619.51</u>
<u>2 cubic yard</u>	<u>\$608.96</u>	<u>\$626.62</u>	<u>\$644.79</u>
<u>3 cubic yard</u>	<u>\$692.54</u>	<u>\$712.62</u>	<u>\$733.29</u>
<u>4 cubic yard</u>	<u>\$817.92</u>	<u>\$841.64</u>	<u>\$866.05</u>
<u>6 cubic yard</u>	<u>\$997.02</u>	<u>\$1,025.93</u>	<u>\$1,055.68</u>
<u>Rear-load</u>			
<u>1 cubic yard</u>	<u>\$465.67</u>	<u>\$479.17</u>	<u>\$493.07</u>
<u>2 cubic yard</u>	<u>\$537.32</u>	<u>\$552.90</u>	<u>\$568.93</u>
<u>3 cubic yard</u>	<u>\$1,086.57</u>	<u>\$1,118.08</u>	<u>\$1,150.50</u>
<u>4 cubic yard</u>	<u>\$1,391.06</u>	<u>\$1,431.40</u>	<u>\$1,472.91</u>
<u>6 cubic yard</u>	<u>\$1,641.80</u>	<u>\$1,689.41</u>	<u>\$1,738.40</u>
<u>Rolloff</u>			
<u>20 cubic yard</u>	<u>\$6,632.87</u>	<u>\$6,825.22</u>	<u>\$7,023.15</u>
<u>30 cubic yard</u>	<u>\$7,194.07</u>	<u>\$7,402.70</u>	<u>\$7,617.38</u>
<u>40 cubic yard standard</u>	<u>\$8,692.58</u>	<u>\$8,944.66</u>	<u>\$9,204.06</u>

Section 9. That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. ~~((Pressure washing rates are~~

~~for a front load container and~~

((2015))	((2016))	((2017))
(((\$54.24))	(((\$55.81))	(((\$57.43))

~~for a rolloff container. Residential cart cleaning fees are:~~

((2015))	((2016))	((2017))
(((\$75.38))	(((\$77.57))	(((\$79.82))

1. ~~Thirty two gallon:~~

((2015))	((2016))	((2017))
(((\$10.59))	(((\$10.90))	(((\$11.21))

2. ~~Sixty four or sixty eight gallon:~~

((2015))	((2016))	((2017))
(((\$15.89))	(((\$16.35))	(((\$16.82))

3. ~~Ninety five gallon:-))~~

((2015))	((2016))	((2017))
(((\$21.18))	(((\$21.79))	(((\$22.42))

<u>Container Cleaning and Pressure Washing Charge</u>			
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Pressure washing</u>			
<u>Front-load</u>	<u>\$59.10</u>	<u>\$60.81</u>	<u>\$62.57</u>
<u>Rolloff</u>	<u>\$82.13</u>	<u>\$84.51</u>	<u>\$86.96</u>
<u>Residential cart cleaning</u>			
<u>32 gallon</u>	<u>\$11.54</u>	<u>\$11.87</u>	<u>\$12.21</u>
<u>64 or 68 gallon</u>	<u>\$17.31</u>	<u>\$17.81</u>	<u>\$18.33</u>
<u>95 gallon</u>	<u>\$23.07</u>	<u>\$23.74</u>	<u>\$24.43</u>

B. Refurbishment.

When a customer discontinues service or a container otherwise needs a thorough cleanout because of customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Current charges by the contractor, subject to change, are:

~~((1. Base Price Rear-load Refuse Container.~~

a. ~~One cubic yard container:~~

((2015))	((2016))	((2017))
(((\$154.59))	(((\$159.07))	(((\$163.68))

b. ~~Two cubic yard container:~~

((2015))	((2016))	((2017))
(((\$164.13))	(((\$168.89))	(((\$173.78))

c. ~~Three cubic yard container:~~

((2015))	((2016))	((2017))
(((\$203.30))	(((\$209.20))	(((\$215.26))

d. ~~Four cubic yard container:~~

((2015))	((2016))	((2017))
(((\$211.77))	(((\$217.94))	(((\$224.23))

e. ~~Six cubic yard container:~~

((2015))	((2016))	((2017))
(((\$231.89))	(((\$238.64))	(((\$245.53))

2. ~~Bottoms — Rear load Refuse Container.~~

a. ~~One cubic yard container:~~

((2015))	((2016))	((2017))
(((\$140.83))	(((\$144.94))	(((\$149.12))

b. ~~Two cubic yard container:~~

((2015))	((2016))	((2017))
(((\$142.95))	(((\$147.09))	(((\$151.36))

c. ~~Three cubic yard container:~~

((2015))	2016))	((2017))
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(((\$156.71))	(((\$161.25))	(((\$165.93))
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d. ~~Four cubic yard container:~~

((2015))	((2016))	((2017))
(((\$171.53))	(((\$176.51))	(((\$181.63))

e. ~~Six cubic yard container:~~

((2015))	((2016))	((2017))
(((\$205.42))	(((\$211.38))	(((\$217.51))

3. ~~Lids Rear load Refuse Container.~~

a. ~~One cubic yard container:~~

((2015))	((2016))	((2017))
(((\$69.88))	(((\$71.91))	(((\$73.99))

b. ~~Two cubic yard container:~~

((2015))	((2016))	((2017))
(((\$75.18))	(((\$77.36))	(((\$79.60))

c. ~~Three cubic yard container:~~

((2015))	((2016))	((2017))
(((\$127.06))	(((\$130.75))	(((\$134.54))

d. ~~Four cubic yard container:~~

((2015))	((2016))	((2017))
(((\$150.36))	(((\$154.72))	(((\$159.20))

e. ~~Six cubic yard container:~~

((2015))	((2016))	((2017))
(((\$166.23))	(((\$171.06))	(((\$176.02))

f. ~~Swing lids for three , four , and six cubic yard:~~

((2015))	((2016))	((2017))
(((\$142.95))	(((\$147.09))	(((\$151.36))

4. ~~Casters Rear load Refuse Container.~~

a. ~~One, two, three, four, and six cubic yard:~~

((2015))	((2016))	((2017))
(((\$11.65))	(((\$11.99))	(((\$12.33))

5. ~~Base Price Front load Refuse Container.~~

a. ~~One cubic yard container:~~

((2015))	((2016))	((2017))
(((\$159.89))	(((\$164.52))	(((\$169.29))

b. ~~Two cubic yard container:~~

((2015))	((2016))	((2017))
(((\$180.00))	(((\$185.22))	(((\$190.59))

c. ~~Three cubic yard container:~~

((2015))	((2016))	((2017))
(((\$191.65))	(((\$197.21))	(((\$202.93))

d. ~~Four cubic yard container:~~

((2015))	((2016))	((2017))
(((\$203.30))	(((\$209.20))	(((\$215.26))

e. ~~Six cubic yard container:~~

((2015))	((2016))	((2017))
(((\$239.29))	(((\$246.23))	(((\$253.37))

6. ~~Bottoms Front load Refuse Container.~~

a. ~~One cubic yard container:~~

((2015))	((2016))	((2017))
(((\$116.47))	(((\$119.85))	(((\$123.33))

b. ~~Two cubic yard container:~~

((2015))	((2016))	((2017))
(((\$129.18))	(((\$132.93))	(((\$136.78))

c. ~~Three cubic yard container:~~

((2015))	((2016))	((2017))
(((\$168.35))	(((\$173.24))	(((\$178.26))

d. ~~Four cubic yard container:~~

((2015))	((2016))	((2017))
(((\$185.30))	(((\$190.68))	(((\$196.21))

e. ~~Six cubic yard container:~~

((2015))	((2016))	((2017))
(((\$217.07))	(((\$223.36))	(((\$229.84))

7. ~~Lids – Front-load Refuse Container.~~

a. ~~One cubic yard container:~~

((2015))	((2016))	((2017))
(((\$78.36))	(((\$80.63))	(((\$82.97))

b. ~~Two cubic yard container:~~

((2015))	((2016))	((2017))
(((\$83.65))	(((\$86.07))	(((\$88.57))

c. ~~Three cubic yard container:~~

((2015))	((2016))	((2017))
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(((\$83.65))	(((\$86.07))	(((\$88.57))
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d. ~~Four cubic yard container:~~

((2015))	((2016))	((2017))
(((\$90.01))	(((\$92.62))	(((\$95.30))

e. ~~Six cubic yard container:~~

((2015))	((2016))	((2017))
(((\$90.01))	(((\$92.62))	(((\$95.30))

f. ~~Pocket covers for one , two , three , four , and six cubic yard:~~

((2015))	((2016))	((2017))
(((\$58.24))	(((\$59.93))	(((\$61.67))

8. ~~Base Price Rolloff Containers.~~

a. ~~Twenty cubic yard container:~~

((2015))	((2016))	((2017))
(((\$1,540.62))	(((\$1,585.30))	(((\$1,631.27))

b. ~~Thirty cubic yard container:~~

((2015))	((2016))	((2017))
(((\$1,688.86))	(((\$1,737.83))	(((\$1,788.23))

c. ~~Forty cubic yard container:~~

((2015))	((2016))	((2017))
(((\$1,990.62))	(((\$2,048.35))	(((\$2,107.75))

d. ~~Screened dome lid for twenty and thirty cubic yard:~~

((2015))	((2016))	((2017))
(((\$1,413.56))	(((\$1,454.55))	(((\$1,496.73))

e. ~~Solid dome lid for twenty , thirty , and forty cubic yard:~~

((2015))	((2016))	((2017))
(((\$1,641.20))	(((\$1,688.80))	(((\$1,737.77))

C. ~~Container hauling for refurbishment facility (round trip):~~

((2015))	((2016))	((2017))
(((\$120.03))	(((\$123.54))	(((\$127.10))

<u>Refurbishment Charges</u>			
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Base – Rear-load refuse container</u>			
<u>1 cubic yard</u>	<u>\$168.43</u>	<u>\$173.31</u>	<u>\$178.34</u>
<u>2 cubic yard</u>	<u>\$178.82</u>	<u>\$184.01</u>	<u>\$189.35</u>
<u>3 cubic yard</u>	<u>\$221.50</u>	<u>\$227.92</u>	<u>\$234.53</u>
<u>4 cubic yard</u>	<u>\$230.73</u>	<u>\$237.42</u>	<u>\$244.31</u>
<u>6 cubic yard</u>	<u>\$252.65</u>	<u>\$259.98</u>	<u>\$267.52</u>
<u>Bottoms – Rear-load refuse container</u>			
<u>1 cubic yard</u>	<u>\$153.44</u>	<u>\$157.89</u>	<u>\$162.47</u>
<u>2 cubic yard</u>	<u>\$155.75</u>	<u>\$160.27</u>	<u>\$164.92</u>
<u>3 cubic yard</u>	<u>\$170.74</u>	<u>\$175.69</u>	<u>\$180.79</u>
<u>4 cubic yard</u>	<u>\$186.90</u>	<u>\$192.32</u>	<u>\$197.90</u>
<u>6 cubic yard</u>	<u>\$223.82</u>	<u>\$230.31</u>	<u>\$236.99</u>
<u>Lids – Rear-load refuse container</u>			
<u>1 cubic yard</u>	<u>\$76.14</u>	<u>\$78.35</u>	<u>\$80.62</u>
<u>2 cubic yard</u>	<u>\$81.91</u>	<u>\$84.29</u>	<u>\$86.73</u>
<u>3 cubic yard</u>	<u>\$138.44</u>	<u>\$142.45</u>	<u>\$146.58</u>
<u>4 cubic yard</u>	<u>\$163.82</u>	<u>\$168.57</u>	<u>\$173.46</u>
<u>6 cubic yard</u>	<u>\$181.12</u>	<u>\$186.37</u>	<u>\$191.77</u>
<u>Swing lids for 3, 4, and 6 cubic yard</u>	<u>\$155.75</u>	<u>\$160.27</u>	<u>\$164.92</u>
<u>Casters – Rear-load refuse container</u>			
<u>1, 2, 3, 4, and 6 cubic yard</u>	<u>\$12.69</u>	<u>\$13.06</u>	<u>\$13.44</u>
<u>Base – Front-load refuse container</u>			
<u>1 cubic yard</u>	<u>\$174.20</u>	<u>\$179.25</u>	<u>\$184.45</u>
<u>2 cubic yard</u>	<u>\$196.12</u>	<u>\$201.81</u>	<u>\$207.66</u>

<u>3 cubic yard</u>	<u>\$208.81</u>	<u>\$214.87</u>	<u>\$221.10</u>
<u>4 cubic yard</u>	<u>\$221.50</u>	<u>\$227.92</u>	<u>\$234.53</u>
<u>6 cubic yard</u>	<u>\$260.72</u>	<u>\$268.28</u>	<u>\$276.06</u>
<u>Bottoms – Front-load refuse container</u>			
<u>1 cubic yard</u>	<u>\$126.91</u>	<u>\$130.59</u>	<u>\$134.38</u>
<u>2 cubic yard</u>	<u>\$140.75</u>	<u>\$144.83</u>	<u>\$149.03</u>
<u>3 cubic yard</u>	<u>\$183.43</u>	<u>\$188.75</u>	<u>\$194.22</u>
<u>4 cubic yard</u>	<u>\$201.90</u>	<u>\$207.76</u>	<u>\$213.79</u>
<u>6 cubic yard</u>	<u>\$236.51</u>	<u>\$243.37</u>	<u>\$250.43</u>
<u>Lids – Front-load refuse container</u>			
<u>1 cubic yard</u>	<u>\$85.38</u>	<u>\$87.86</u>	<u>\$90.41</u>
<u>2 cubic yard</u>	<u>\$91.14</u>	<u>\$93.78</u>	<u>\$96.50</u>
<u>3 cubic yard</u>	<u>\$91.14</u>	<u>\$93.78</u>	<u>\$96.50</u>
<u>4 cubic yard</u>	<u>\$98.06</u>	<u>\$100.90</u>	<u>\$103.83</u>
<u>6 cubic yard</u>	<u>\$98.06</u>	<u>\$100.90</u>	<u>\$103.83</u>
<u>Pocket covers for 1, 2, 3, 4, and 6 cubic yard</u>	<u>\$63.46</u>	<u>\$65.30</u>	<u>\$67.19</u>
<u>Base – Rolloff containers</u>			
<u>20 cubic yard</u>	<u>\$1,678.58</u>	<u>\$1,727.26</u>	<u>\$1,777.35</u>
<u>30 cubic yard</u>	<u>\$1,840.09</u>	<u>\$1,893.45</u>	<u>\$1,948.36</u>
<u>40 cubic yard</u>	<u>\$2,168.87</u>	<u>\$2,231.77</u>	<u>\$2,296.49</u>
<u>Screened dome lid for 20 and 30 cubic yard</u>	<u>\$1,540.14</u>	<u>\$1,584.80</u>	<u>\$1,630.76</u>
<u>Solid dome lid for 20, 30, and 40 cubic yard</u>	<u>\$1,788.17</u>	<u>\$1,840.03</u>	<u>\$1,893.39</u>
<u>Container hauling for refurbishment facility (round trip)</u>	<u>\$130.79</u>	<u>\$134.58</u>	<u>\$138.48</u>

Section 10. That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

- A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.
1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time,

any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.

- B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

~~((C. Rates for temporary service shall include a delivery charge of~~

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

plus:

~~1. dumpster service (three to six cubic yard containers):~~

~~a. Flat daily charge (rental fee):~~

((2015))	((2016))	((2017))
(((\$2.03))	(((\$2.09))	(((\$2.15))

~~plus appropriate disposal fee based on size of container.~~

~~2. rolloff service (twenty or thirty cubic yard containers):~~

~~a. Flat daily charge :~~

((2015))	((2016))	((2017))
(((\$4.04))	(((\$4.16))	(((\$4.28))

~~b. Load haul fee (per load):~~

((2015))	((2016))	((2017))
(((\$120.03))	(((\$123.54))	(((\$127.10))

~~c. Weight fee: As provided in SMC 13.02.0560.)~~

<u>Temporary Account</u>			
	<u>2018</u>	<u>2019</u>	<u>2020</u>

<u>Delivery charge</u>	<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>
<u>And</u>			
<u>Dumpster service (3 to 6 cubic yard containers)</u>			
<u>Flat daily charge (rental fee)</u>	<u>\$2.21</u>	<u>\$2.27</u>	<u>\$2.34</u>
<u>Plus appropriate disposal fee based on size of container</u>			
<u>Rolloff service (20 or 30 cubic yard containers)</u>			
<u>Flat daily charge (rental fee)</u>	<u>\$4.40</u>	<u>\$4.53</u>	<u>\$4.66</u>
<u>Load haul fee (per load)</u>	<u>\$130.79</u>	<u>\$134.58</u>	<u>\$138.48</u>
<u>Weight fee: As provided in SMC 13.02.0560.</u>			

C. Rental fee does not include ~~((eight and seven-tenths percent))~~ Washington State sales tax.

Section 11. That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker Trucks

A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.
2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction facility that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.
3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.
4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

~~((1. Nonpacker, single axle, truck, and driver:~~

((2015))	((2016))	((2017))
(((\$22.75))	(((\$23.41))	(((\$24.09))

a. ~~Each extra person:~~

((2015))	((2016))	((2017))
(((\$18.94))	(((\$19.49))	(((\$20.06))

2. ~~Tandem axle truck, driver, and loader:))~~

((2015))	((2016))	((2017))
(((\$31.61))	(((\$32.53))	(((\$33.47))

<u>Packer and Nonpacker Trucks</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Nonpacker, single-axle, truck, and driver</u>	<u>\$24.79</u>	<u>\$25.51</u>	<u>\$26.25</u>
<u>Each extra person</u>	<u>\$20.64</u>	<u>\$21.24</u>	<u>\$21.86</u>
<u>Tandem-axle truck, driver, and loader</u>	<u>\$34.44</u>	<u>\$35.44</u>	<u>\$36.47</u>

C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 12. That SMC section 13.02.0530 is amended to read as follows:

13.02.0530 Small Animal Remains

~~((The charge for picking up animal remains (up to twenty pounds) is~~

((2015))	((2016))	((2017))
(((\$45.42))	(((\$46.74))	(((\$48.09))

~~A billing fee is added for preparation of a bill. The fee is:))~~

((2015))	((2016))	((2017))
(((\$7.00))	(((\$7.20))	(((\$7.41))

<u>Picking up animal remains charge</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Up to 20 pounds</u>	<u>\$49.48</u>	<u>\$50.91</u>	<u>\$52.39</u>
<u>Bill preparation fee</u>	<u>\$7.62</u>	<u>\$7.84</u>	<u>\$8.07</u>

Section 13. That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates- Nonresidential – Residential Premises with Multi-unit Dwellings Premises – Additional

- A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))
- B. Collection of single-stream recyclables is available weekly at the following monthly rates:

~~((1. Thirty two, sixty four, and ninety five gallon cart service:~~

((2015))	((2016))	((2017))
(((\$14.21))	(((\$14.62))	(((\$15.05))

~~2. One yard dumpster:~~

((2015))	((2016))	((2017))
(((\$29.65))	(((\$30.51))	(((\$31.39))

~~3. Two yard dumpster:~~

((2015))	((2016))	((2017))
(((\$45.49))	(((\$46.81))	(((\$48.17))

~~4. Three yard dumpster:~~

((2015))	((2016))	((2017))
---------------------	---------------------	---------------------

(((\$68.23))	(((\$70.21))	(((\$72.25))
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5.——Four yard dumpster:

((2015))	((2016))	((2017))
(((\$90.97))	(((\$93.61))	(((\$96.33))

6.——Six yard dumpster:

((2015))	((2016))	((2017))
(((\$136.48))	(((\$140.43))	(((\$144.51))

((G.——Loose Yardage

1.——One yard of material:

((2015))	((2016))	((2017))
(((\$40.23))	(((\$41.40))	(((\$42.60))

2.——Two yards of material:

((2015))	((2016))	((2017))
(((\$56.08))	(((\$57.71))	(((\$59.38))

3.——Three yards of material:

((2015))	((2016))	((2017))
(((\$78.82))	(((\$81.11))	(((\$83.46))

4.——Four yards of material:

((2015))	((2016))	((2017))
(((\$101.56))	(((\$104.51))	(((\$107.54))

5.——Six yards of material:))

((2015))	((2016))	((2017))
(((\$147.06))	(((\$151.33))	(((\$155.72))

<u>Collection of single-stream recyclables</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Carts and dumpsters</u>			
<u>32, 64, and 95 gallon cart</u>	<u>\$15.49</u>	<u>\$15.94</u>	<u>\$16.40</u>
<u>1 cubic yard dumpster</u>	<u>\$32.30</u>	<u>\$33.24</u>	<u>\$34.20</u>
<u>2 cubic yard dumpster</u>	<u>\$49.57</u>	<u>\$51.01</u>	<u>\$52.49</u>
<u>3 cubic yard dumpster</u>	<u>\$74.35</u>	<u>\$76.51</u>	<u>\$78.73</u>
<u>4 cubic yard dumpster</u>	<u>\$99.12</u>	<u>\$101.99</u>	<u>\$104.95</u>
<u>6 cubic yard dumpster</u>	<u>\$148.70</u>	<u>\$153.01</u>	<u>\$157.45</u>
<u>Loose yardage of material</u>			
<u>1 yard</u>	<u>\$43.84</u>	<u>\$45.11</u>	<u>\$46.42</u>
<u>2 yards</u>	<u>\$61.10</u>	<u>\$62.87</u>	<u>\$64.69</u>
<u>3 yards</u>	<u>\$85.88</u>	<u>\$88.37</u>	<u>\$90.93</u>
<u>4 yards</u>	<u>\$110.66</u>	<u>\$113.87</u>	<u>\$117.17</u>
<u>6 yards</u>	<u>\$160.24</u>	<u>\$164.89</u>	<u>\$169.67</u>

((D-))C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty-eight gallon refuse rate for each fifty feet for items not within six feet of pickup location).

((E-))D. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

((1.——Single-axle truck and driver:

((2015))	((2016))	((2017))
(((\$21.99))	(((\$22.63))	(((\$23.28))

2.——Tandem-axle truck and driver:))

((2015))	((2016))	((2017))
(((\$30.56))	(((\$31.45))	(((\$32.36))

<u>Load Truck Loose Yardage Recyclables</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Single-axle truck and driver</u>	<u>\$23.96</u>	<u>\$24.65</u>	<u>\$25.36</u>

<u>Tandem-axle truck driver</u>	<u>\$33.30</u>	<u>\$34.27</u>	<u>\$35.26</u>
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- E. The department ((also)) retains any proceeds from sale of recyclables.
- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 14. That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

- A. Any customer may apply to the department for collection of "clean green" yard waste. Participation is voluntary.
 - 1. To be accepted as "clean green" yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products are acceptable.
 - 2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
 - 3. Material may be bundled next to the container not to exceed six feet in length.
 - 4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In addition to subsection (A) of this section, customers are cautioned that "clean green" yard material may not contain any of the following:
 - 1. Sod (beyond small amounts).
 - 2. Rocks.
 - 3. Dirt.
 - 4. Gravel.
 - 5. Concrete.
 - 6. Glass.

7. Metal.
8. Plastic.
9. [Reserved].
10. Animal feces.
11. Paint residue.
12. Christmas or holiday decorations.
13. Non-compostable paper products.
14. Flocking.
15. Dimensional lumber.
16. Stumps/roots.

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety-five gallon automated style container, as set in SMC 13.02.0502.

- C. The collection day for clean green yard waste shall be on a weekly basis, on the same day as the customer's regular solid waste collection. Service is provided only in ninety-five gallon carts supplied by the department.
- D. The service is billed and payable monthly, as follows:

~~((1. March through November:~~

((2015))	((2016))	((2017))
(((\$14.99))	(((\$15.43))	(((\$15.87))

~~2. December through February: No charge.))~~

<u>Clean green yard waste collection</u>	<u>Monthly Amount</u>		
	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>March through November</u>	<u>\$16.33</u>	<u>\$16.80</u>	<u>\$17.29</u>
<u>December through February</u>	<u>No Charge</u>		

~~((3-))~~1. Extra dump:

((2015))	((2016))	((2017))
(((\$3.75))	(((\$3.85))	(((\$3.97))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$4.09</u>	<u>\$4.21</u>	<u>\$4.33</u>

~~((4-))~~2. Yard waste cart packout charged at same rate as refuse (one half of standard sixty-eight gallon refuse rate for each fifty feet for items not within the six feet of pickup location).

E. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

1. The container pickup fee is:

((2015))	((2016))	((2017))
(((\$25.42))	(((\$26.15))	(((\$26.94))

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>\$27.69</u>	<u>\$28.49</u>	<u>\$29.32</u>

if requested within twelve months of the initial delivery.

2. The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 15. Effective Date. This ordinance shall take effect and be in force on January 1, 2018.

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:
07/31/2017

<u>Date Rec'd</u>	7/18/2017
<u>Clerk's File #</u>	ORD C35532
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	JONATHAN 625-6734 MALLAHAN
<u>Contact E-Mail</u>	JMALLAHAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	ORDINANCE ADOPTING SSB 5356 INTO SMC 01.05.210 FOR HUMANE TREATMENT OF DOGS

Agenda Wording

An ordinance relating to the humane treatment of dogs adding a new section to Chapter 10.24A and amending SMC 01.05.210.

Summary (Background)

The Washington State Legislature earlier this year passed Substitute Senate Bill 5356 which pertains to the humane treatment of dogs. SSB 5356 sets forth safety requirements for tethering dogs. If an individual is found to be in violation of the requirements a correctional warning is issued to the dog owner. A second violation is a class 2 civil infraction and a third or subsequent violation is a class on1 civil infraction. SCRAPS would like the City to adopt the requirements set forth in SSB 5356 into the Spokane Municipal Code.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CORTRIGHT, CARLY	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	Public Safety - 7/17/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	nhill@spokanecounty.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	tszambelan@spokanecity.org	
<u>Additional Approvals</u>		jmallahan@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. C35532

An ordinance relating to the humane treatment of dogs adding a new section to Chapter 10.24A.and amending SMC 01.05.210.

WHEREAS, the proper tethering of dogs will help ensure the safety and treatment of dogs.

The City of Spokane does ordain:

Section 1. That there is adopted a new section to SMC 10.24A.150 Dog Tether Safety Standards to read as follows:

- A. Any dog that is restrained outside by a tether must only be restrained for a period of time that is not reckless and in compliance with this section.
 - 1. The dog shall not be tethered in a manner that results, or could reasonably result, in the dog becoming frequently entangled on the restraint or another object.
 - 2. If there are multiple dogs tethered, each dog must be on a separate tether and not secured to the same fixed point.
 - 3. The tether must allow the dog to sit, lie down, and stand comfortably without the restraint becoming taut and allow the dog a range of movement.
 - 4. A dog shall not be tethered if it is ill, suffering from a debilitating disease, injured, in distress, in the advanced stages of pregnancy, or under six months of age.

5. A tethered dog must have access to clean water and necessary shelter that is safe and protective while tethered. The shelter and water vessel must be constructed or attached in such a way that the dog cannot knock over the shelter or water vessel.
 6. A dog shall not be tethered in a manner that results in the dog being left in unsafe or unsanitary conditions or that forces the dog to stand, sit, or lie down in its own excrement or urine.
 7. A dog shall not be tethered by means of a choke, pinch, slip, halter, or prong-type collar, or by any means other than with a properly fitted buckle-type collar or harness that provides enough room between the collar or harness and the dog's throat to allow normal breathing and swallowing.
 8. The weight of the tether shall not unreasonably inhibit the free movement of the dog within the area allowed by the length of the tether.
 9. The dog shall not be tethered in a manner that causes the dog injury or pain.
- B. The provisions of subsection (A)(1) through (4) of this section do not apply to a dog that is:
1. Tethered while it is receiving medical care or treatment under the supervision of a licensed veterinarian or is being groomed;
 2. Participating temporarily in an exhibition, show, contest, or other event in which the skill, breeding, or stamina of the dog is judged or examined
 3. Being kept temporarily at a camping or recreation area;
 4. Being cared for temporarily after having been picked up as a stray or as part of a rescue operation;

5. Being transported in a motor vehicle or temporarily restrained or tied after being unloaded from a motor vehicle;
 6. Being trained or used by a federal, state, or local law enforcement agency or military or national guard unit; or
 7. In the physical presence of the person who owns, keeps, or controls the dog.
- C. Each incident involving a violation of this section is a separate offense. A person who violates this section is subject to the following penalties:
1. A first offense shall result in a correction warning being issued requiring the offense to be corrected by the person who owns, keeps, or controls the dog within seven days after the date of the warning being issued in lieu of an infraction unless the offense poses an imminent risk to the health or safety of the dog or the dog has been injured as a result of the offense.
 2. A second offense is a class 2 civil infraction.
 3. A third or subsequent offense is a class 1 civil infraction.

Section 2. That SMC 01.05.210 is amended to read as follows:

SMC 1.05.210		
Penalty Schedule - Personal Conduct		
Infraction	Violation Class	
IFC 307.1	Open Burning	1
SMC 10.03.100	Offenses Relating to Safety and Sanitation	4
SMC 10.03.110	Allow Animal in Riverfront Park or Special Permitted Event Area when Banned	3
SMC 10.08.010	Deposit of Tobacco Product Capable of Being Lit	\$500
SMC 10.08.010	Littering, Unlawful Disposal of Rubbish	1

SMC 10.08D.080		
SMC 10.08D.090(C)		
SMC 10.08D.120 – First violation within a one year period	Noise Control	2
SMC 10.08.055	Purchase, Possession of Tobacco by Minor	3
SMC 10.08.100		
SMC 10.08.120	Homeless Encampment	1
SMC 10.08.140(B-D)		
SMC 10.08.246	Liquor Purchase by Apparently Intoxicated Person	\$500
SMC 10.08A.040(D)	Failure to Respond – Chronic Nuisance	1
SMC 10.10.040		
SMC 12.06.050 – SMC 12.06.080	Offending Peace and Order in Public Park	1
SMC 10.11.042	Not Having or Displaying Concealed Pistol License	1
SMC 10.15.115	Selling or Giving Drug Paraphernalia	1
SMC 10.15.220	Open Possession/Consumption of Marijuana, Usable Marijuana or Marijuana-Infused Products	3
SMC 10.17.030	Helmet Safety – Failure to Wear Approved Helmet	4
SMC 10.17.040	Helmet Safety – Failure to Require Wearing of Approved Helmets at Special Events	4
SMC 10.17.050	Helmet Safety – Failure to Rent, Lease, or Loan Approved Helmet	4
SMC 10.17.060	Helmet Safety – Failure to Sell or Offer to Sell Approved Helmet	4
SMC 10.24.060	Property Damage by Animal	3
SMC 10.24A140	Animal Safety – Animal Left in Vehicle or Enclosed Space	2
<u>SMC 10.24A.150</u>	<u>Dog Tether Safety</u>	<u>2</u>
SMC 10.33A.055	Sell, Use, Discharge Fireworks	1
SMC 12.02.910	No Tree Permit; Destroy, Injure Street Tree, or Other	1
SMC 12.02.914	Violations	
SMC 17F.100.050	Disposal of Liquid Waste in Unapproved Place or Manner	1
SMC 17G.050.050	Ex Parte Contact with Adjudicative Officer	2
SMC 18.01.040	Reprisal or Retaliation	1
Ch. 18.02	Nondiscrimination in Employment Practices	1
Ch. 18.03	Nondiscrimination in Housing Practices	1

PASSED by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/14/2017
Clerk's File #	ORD C35533
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PUBLIC WORKS
Contact Name/Phone	TIM SZAMBELAN X6218
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5200 VERIZON WIRELESS LLC. TELECOM FRANCHISE

Agenda Wording

ordinance granting a non-exclusive franchise OF public right-of-way for non-cable telecommunications service to the public to Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, subject to certain conditions and duties as further pro

Summary (Background)

The proposed telecommunications franchise agreement is for a 10-year term. Verizon Wireless LLC. is in the process of the development and implementation of the next generation of a LTE network. This new network will provide high-speed, high-capacity bandwidth o facilitate the next generation of devices and data-driven services & to meet the growing demand for connectivity. This network will utilize small cell technology which combines fiber, repeaters, and microwave technologies.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PWC 7/10/17
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

VERIZON WIRELESS
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C35533

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

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

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

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

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

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric

meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

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

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

VERIZON WIRELESS (VAW) LLC, D/B/A VERIZON WIRELESS,
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 3 of 17

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless., as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 180 Washington Valley Road, Bendminster, NJ 07921. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With a copy to:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attn: Pacific Market General Counsel
15505 Sand Canyon Ave.
Irvine, CA 92618

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Lelah Vaga, phone: 425-603-8275; email: Lelah.Vaga@verizonwireless.com.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:

City of Spokane
808 West Spokane Falls Boulevard

Spokane, WA 99201

Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make

specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

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

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

similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its fiber cable installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides poles and related guy wire supports are subject to separate review and approval by the Administering officer, which approval shall not be unreasonably withheld, in addition to other Franchise requirements. If the proposed location of the Grantee's Facilities is already occupied by City utilities, Grantee will be required to submit new plans showing the new proposed location that the Grantee will be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6 . The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

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

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

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

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

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

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

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may

arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful

life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

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

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

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

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

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

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

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of

overhead lines for aesthetic reasons and applicable law.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

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

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

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of

Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City. Except to the extent arising from the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

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

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

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature. Moreover, if any federal or state laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof that govern any aspect of the rights or obligations of the parties under this Franchise shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective laws and regulations, then the parties agree to promptly amend this Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

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

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior

written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove

the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

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

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

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such

VERIZON WIRELESS (VAW) LLC, D/B/A VERIZON WIRELESS,
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

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party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

Passed the City Council _____, 2017.

Mayor

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2017.

I, _____, am the _____ of _____
Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless and am an authorized
representative to accept the above referenced City Franchise ordinance on behalf
of _____ Verizon Wireless.

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

DATED this _____ day of _____, 2017.

Witness: _____



Agenda Sheet for City Council Meeting of:
07/31/2017

Date Rec'd	7/18/2017
Clerk's File #	ORD C35534
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	KIM BUSTOS X6034
Contact E-Mail	KBUSTOS@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	5600-PETTY CASH ORDINANCE

Agenda Wording

An ordinance relating to petty cash/imprest accounts, amending SMC sections 07.03.150 and 07.03.200.

Summary (Background)

A proposed increase of \$9,000 for the Accounting Department NSF Check bank account and an increase of \$5,000 for the Police Department Advance Travel bank account as follows: NSF Checks. Checks written to the City by various customers are often returned unpaid. Additional funds are needed to ensure there are enough monies to process all unpaid amounts. Advance Travel. The Police Dept processes numerous payments to employees for per diem so additional funds are needed.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Neutral \$ \$9,000	# 5600-99999-99999-11450-99999
Neutral \$ \$5,000	# 0100-99999-99999-11320-99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	07/17/17 Finance
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

BRIEFING PAPER
Finance Committee
Petty Cash Ordinance
July 17, 2017

Subject

Proposed change to SMC 07.03 imprest funds.

Background

The proposed housekeeping change will raise the limit for processing checks returned for nonsufficient funds from \$11,000 to \$20,000. During 2017, there have been 155 returned checks averaging \$379.64. However, several departments have returned checks averaging \$2,000-\$4,000, often with several checks in process at the same time.

Row Labels	Count of Amount	Average of Amount	Sum of Amount
BID	1	\$988.07	\$988.07
BUILDING	7	\$2,334.78	\$16,343.44
CHHS	1	\$100.00	\$100.00
GOLF	1	\$3,400.00	\$3,400.00
MUNI COURT	15	\$42.80	\$642.00
PARKING VIOLATIONS	2	\$37.50	\$75.00
PLANNING	1	\$4,131.00	\$4,131.00
SOLID WASTE	1	\$42.28	\$42.28
SOLID WASTE DISPOSAL	2	\$86.48	\$172.95
TAXES & LICENSES	1	\$744.70	\$744.70
UTILITIES	123	\$261.82	\$32,204.47
Grand Total	155	\$379.64	\$58,843.91

The advanced travel account for the Police Department necessitates an increase of \$5,000 to \$20,000.

Impact

The increase to these petty cash accounts does not have a financial impact on the city.

Action

Approval of ordinance is recommended.

Funding

There is no funding impact.

ORDINANCE NO. C35534

An ordinance relating to imprest accounts, amending SMC sections 07.03.150 and 07.03.200.

The City of Spokane does ordain:

Section That SMC section 07.03.150 is amended to read as follows:

07.03.150 Police Department - Administration

- A. There is established in the police department an administration imprest fund in an amount not to exceed one thousand five hundred dollars.
- B. There is established in the police department a travel expense cash advance fund in the amount of ((fifteen)) twenty thousand dollars to be used for making cash advance payments for travel expenses of police officers and employees on official business. The fund is kept on deposit in a local bank.

Section That SMC section 07.03.200 is amended to read as follows:

07.03.200 Accounting Department

- A. There is established in the accounting department an imprest cash fund in an amount not to exceed one thousand dollars for use in making small cash purchases and other small miscellaneous payments.
- B. There is established in the accounting department an imprest fund in an amount not to exceed ((eleven)) twenty thousand dollars for use in the processing of nonsufficient funds checks returned to the City.
- C. There is established in the accounting department an imprest fund in an amount not to exceed seven thousand dollars to be used for advance payments of travel expenses for City officers and employees on official business (excluding Police/Fire).

Passed by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date