

## **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**

- 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda. There shall be no public testimony on matters on the Council's administrative consent agenda or in regards to procedural, parliamentary, or administrative matters of the Council. There also shall be no public testimony regarding amendments to legislative agenda items. Public testimony shall be limited to the final Council action.

Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council. At the Chair's discretion, several speakers may allot their time to one speaker who shall speak on behalf of the other individuals for a period of time determined by the Chair.

For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

- A. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
1. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
  2. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.
  3. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.

4. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  5. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  6. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- B. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
- C. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 13, 2017

### MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES  
THAT FACILITATE ECONOMIC OPPORTUNITY  
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

**SPEAKING TIME LIMITS:** Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@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 Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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# **ADMINISTRATIVE SESSION**

Roll Call of Council

# **CONSENT AGENDA**

## **REPORTS, CONTRACTS AND CLAIMS**

## **RECOMMENDATION**

**1. Special Counsel Contract Amendments with:**

**Approve  
All**

- a. Etter, McMahon, Van Wert & Oreskovich, P.C., for outside counsel services in the legal matter West Terrace Golf, LLC, v. City of Spokane—increase of \$126,000. Total Contract Amount: \$175,000.

**OPR 2017-0501**

**Sam Faggiano**

- b. Etter, McMahon, Van Wert & Oreskovich, P.C., for outside counsel services in the legal matter John Durgan, et. al., v. City of Spokane—increase of \$126,000. Total Contract Amount: \$175,000.

**OPR 2017-0546**

**Sam Faggiano**

- c. Van Ness Feldman, LLP for strategic and specialized advice on cases involving water resources, water service planning and water rights—increase of \$25,000. Total Contract Amount: \$102,063.

**OPR 2010-0525**

**Elizabeth Schoedel**

- |   |                                    |               |
|---|------------------------------------|---------------|
| 2. Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments | CPR 2017-0002 |
| a. 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 \$_____. |                                    |               |
| b. Payroll claims of previously approved obligations through _____, 2017: \$_____.  |                                    |               |
| 3. City Council Meeting Minutes: _____, 2017.   | Approve<br>All                     | CPR 2017-0013 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

## **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

### **APPOINTMENTS**

### **RECOMMENDATION**

Spokane Airport Board: One Reappointment.

Confirm

CPR 1982-0071

## **ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

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

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

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## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35561 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:

Fire/EMS Fund - Mobilizations

FROM: Fire Services, \$490,000;

TO: Various Accounts, same amount.

**Brian Schaeffer**

(This action budgets for the 2017 Wildland Fire Season.)

### **NO EMERGENCY ORDINANCES**

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

Resolutions setting assessment roll hearings before City Council for December 18, 2017, and providing notice of the 2018 assessments to business and property owners for:

- RES 2017-0094 The Downtown Parking and Business Improvement Area [Business Improvement District (BID)].  
**Jonathan Mallahan**
- RES 2017-0095 The East Sprague Parking and Business Improvement Area (PBIA).  
**Melissa Owen**
- ORD C35560 (To be considered under Hearings Item H2.)
- ORD C35563 Updating the annual City of Spokane property tax levy for 2018.  
**Crystal Marchand**

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35559 Relating to the Spokane Transportation Benefit District; amending sections 8.16.010, 8.16.040, 8.16.060 and 8.16.070 of the Spokane Municipal Code.  
**Council President Stuckart**
- ORD C35562 Amending Ordinance C13628 vacating the alley between Mallon Avenue and Broadway, in the City of Spokane, from the west line of Post Street to the east line of Lincoln Street.  
**Eldon Brown**

FURTHER ACTION DEFERRED

## SPECIAL CONSIDERATIONS

- |     |   |         |               |
|-----|---|---------|---------------|
| S1. | Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs—\$100,000 Revenue. (Deferred from October 30, 2017, Agenda)<br><b>Dan Kegley</b> | Approve | OPR 2017-0726 |
|-----|---|---------|---------------|

## HEARINGS

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

### RECOMMENDATION

- |     |   |                                |            |
|-----|---|--------------------------------|------------|
| H1. | Final Reading Ordinance C35560 of the City of Spokane, Washington, adopting a six-year Citywide Capital Improvement Program for the years 2018-2023 and amending section 5.5 Capital Facilities Program of the City of Spokane Comprehensive Plan.<br><b>Crystal Marchand</b> | Pass Upon<br>Roll Call<br>Vote | ORD C35560 |
|-----|---|--------------------------------|------------|

- H2. Hearing on 2018 Proposed Budget. (Continued from November 6, 2017, Agenda)  
**Crystal Marchand**

Hold Hrg. & FIN 2017-0001  
Cont. to  
11/20/2017

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

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**OPEN FORUM (CONTINUED)**

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

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

**ADJOURNMENT**

The November 13, 2017, Regular Legislative Session of the City Council is adjourned to November 20, 2017.

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**NOTES**



**Agenda Sheet for City Council Meeting of:**  
11/13/2017

<b>Date Rec'd</b>	10/31/2017
<b>Clerk's File #</b>	OPR 2017-0501
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	SAM FAGGIANO 6818
<b>Contact E-Mail</b>	SFAGGIANOSPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0500 SPECIAL COUNSEL AMENDMENT

**Agenda Wording**

Amendment to contract with Etter, McMahon, Van Wert & Oreskovich, P.C., for outside counsel services in the legal matter West Terrace Golf, LLC, v. City of Spokane. Increase of \$126,000.00 for total amount of \$175,000.00.

**Summary (Background)**

The City entered into contract with the above firm for outside legal counsel services regarding the above matter. Additional funds are necessary.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>	
Expense	\$ \$126,000.00	#	5800-78100-14780-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DALTON, PAT	<b><u>Study Session</u></b>	10/30/17
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	james.scott@ascrisk.com	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	tdunivant@spokanecity.org	
<b><u>Additional Approvals</u></b>		sfaggiano@spokanecity.org	
<b><u>Purchasing</u></b>		mfc@ettermcmahon.com	
		sdhansen@spokanecity.org	



**City of Spokane**  
**SPECIAL COUNSEL**  
**CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.**, whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City of Spokane, and its officers and employees regarding the matter of **WEST TERRACE GOLF, L.L.C. v. CITY OF SPOKANE**, consistent with applicable laws and this Contract.*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated June 27, 2017 and July 17, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective upon signature by both parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$126,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**ETTER, MCMAHON, LAMBERSON,  
VAN WERT & ORESKOVICH, P.C.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: Approved as to form:

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

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





**Agenda Sheet for City Council Meeting of:**  
11/13/2017

<b>Date Rec'd</b>	10/31/2017
<b>Clerk's File #</b>	OPR 2017-0546
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	SAM FAGGIANO 6818
<b>Contact E-Mail</b>	SFAGGIANOSPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0500 SPECIAL COUNSEL AMENDMENT

**Agenda Wording**

Amendment to contract with Etter, McMahon, Van Wert & Oreskovich, P.C., for outside counsel services in the legal matter John Durgan, et. al., v. City of Spokane. Increase of \$126,000.00 for total amount of \$175,000.00.

**Summary (Background)**

The City entered into contract with the above firm for outside legal counsel services regarding the above matter. Additional funds are necessary.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>	
Expense	\$ \$126,000.00	#	5800-78100-14780-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DALTON, PAT	<b><u>Study Session</u></b>	10/30/17
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	james.scott@ascrisk.com	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	tdunivant@spokanecity.org	
<b><u>Additional Approvals</u></b>		sfaggiano@spokanecity.org	
<b><u>Purchasing</u></b>		mfc@ettermcmahon.com	
		sdhansen@spokanecity.org	



**City of Spokane**  
**SPECIAL COUNSEL  
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.**, whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City of Spokane, and its officers and employees regarding the matter of **JOHN DURGAN, ET. AL. v. CITY OF SPOKANE**, consistent with applicable laws and this Contract.*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated July 28, 2017 and August 1, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective upon signature by both parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$126,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**ETTER, MCMAHON, LAMBERSON,  
VAN WERT & ORESKOVICH, P.C.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: Approved as to form:

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

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

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

11/13/2017

<u>Date Rec'd</u>	10/31/2017
<u>Clerk's File #</u>	OPR 2010-0525
<u>Renews #</u>	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	ELIZABETH 6232	Project #	
Contact E-Mail	ESCHOEDEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR18636
Agenda Item Name	0500 SPECIAL COUNSEL AMENDMENT		

Agenda Wording

Contract amendment with Van Ness Feldman, LLP. Requesting an additional \$25,000.00. Total amount including this amendment is \$102,063.00.

Summary (Background)

Additional funds are needed. Van Ness Feldman provides strategic and specialized advice on cases involving water resources, water service planning and water rights. This contract is ongoing and additional funds need to be added.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ \$25,000.00	# 4100-30210-34141-54105-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	11/6/17
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	DALTON, PAT	ESchoedel@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Lroff@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>		smsimmons@spokanecity.org	
		rhulvey@spokanecity.org	
		dkegley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List

deannah@primesourcecu.org

dr@acmetv.com

bob@nwseed.com

laverne@accessunified.net

ierrsprague@gmail.com

darrell@bodywalker.com

sbishop@spokanecity.org

kdoty@spokanecity.org

**BRIEFING PAPER**  
**City of Spokane**  
**Public Infrastructure, Environment and Sustainability Committee**  
**Legal**  
**DATE: November 6, 2017**

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**Subject**

Contract Amendment for outside Legal Services with Adam Gravley, of Van Ness Feldman, L.L.P. regarding water issues.

**Background**

Since 2010 Mr. Gravley has advised and assisted the City on complex water issues, including preparing and strategizing wholesale water sale agreements, evaluating City water rights, providing advice on water strategy and policies, preparing for upcoming water rights adjudication, in-stream flow considerations discussions with Department of Ecology on water issues. It is expected that Mr. Gravley will continue to assist the City, as necessary, in responding to water issues and/or claims against and of intent to the City.

Adam Gravley, has statewide expertise in all spheres of water law, and has an extensive history with the City. His services provide a streamlined and efficient representation of the City's interests on complex issues that frequently span years before final resolution.

Mr. Gravley would continue billing the City at a 15% discounted-hourly rate.

**Impact**

Adam Gravley, of VanNess Feldman, L.L.P., is proposed to continue to provide the Water & Hydroelectric Department and the Legal Department with Special Water Counsel legal services regarding the City's ongoing water strategy and policy, including wholesale water supply agreements, preparing claims for upcoming water rights adjudication, in-stream flow issues and strategies, flow regulation and strategic analysis. The attached contract requests \$25,000 to fund additional services.

**Action**

Recommend Approval.

**Funding**

Funds for this contract are available in the 2017 Water & Hydroelectric Departments budget.



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **Special Counsel**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VAN NESS FELDMAN, LLP.**, whose address is Millennium Tower, 719 Second Avenue, Suite 1150, Seattle, Washington 98104-1728 as ("**Firm**"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Firm** agreed to provide for the City specialized advice and counsel in its preparation of the City's wholesale water sale agreements with local communities, along with anticipatorily evaluate City water rights, strategic advice on water strategy and policy and prepare claims for upcoming water rights adjudication by the Department of Ecology including the in-stream flow rule planning, flow regulation and strategic analysis; and*

*WHEREAS, additional funds are required as advice and counsel are still ongoing regarding anticipatorily evaluate City water rights, strategic advice on water strategy and policy, and prepare claims for upcoming water rights adjudication by the Department of Ecology; including the in-stream flow rule planning, flow regulation and strategic analysis, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated July 14, 2010, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on October 1, 2017.

**3. AMENDMENT.**

Section 3 of the contract documents is amended to read as follows:

The City shall pay the Firm in accordance with the Firm's normal fee schedule in the attached exhibit (subject to change), plus approved itemized reimbursable expenses, ~~not to exceed a total of SEVENTY SEVEN THOUSAND SIXTY THREE DOLLARS AND NO/100 (\$77,063.00)~~

not to exceed a total of ONE HUNDRED TWO THOUSAND SIXTY THREE DOLLARS AND NO/100 (\$102,063.00) as full compensation for everything furnished and done under this contract that may not be exceeded without approval of the City Attorney or city council, where appropriate. The hourly fees charged reflect the Firm's current fees discounted at 15%.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**VAN NESS FELDMAN LLP**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

N/A





**Agenda Sheet for City Council Meeting of:**  
11/13/2017

<b><u>Date Rec'd</u></b>	10/31/2017
<b><u>Clerk's File #</u></b>	CPR 1982-0071
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	MAYOR
<b><u>Contact Name/Phone</u></b>	BRANDY COTE 625-6774
<b><u>Contact E-Mail</u></b>	BCOTE@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Boards and Commissions Appointments
<b><u>Agenda Item Name</u></b>	0520 RE-APPOINTMENT TO THE SPOKANE AIRPORT BOARD

**Agenda Wording**

Re-appointment of Ezra Eckhardt to a three year term on the Spokane Airport Board, from January 26, 2018 - January 26, 2021.

**Summary (Background)**

Re-appointment of Ezra Eckhardt to a three year term on the Spokane Airport Board, from January 26, 2018 - January 26, 2021.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>		<b><u>Other</u></b>
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>
<b><u>Legal</u></b>		bcote@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	thart@spokaneairports.net
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		



# Agenda Sheet for City Council Meeting of: 11/13/2017

<b>Date Rec'd</b>	11/1/2017
<b>Clerk's File #</b>	ORD C35561
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	BRIAN SCHAEFFER 625-7001
<b>Contact E-Mail</b>	BSCHAEFFER@SPOKANEFIRE.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	1970 - 2017 MOBILIZATIONS SBO

## **Agenda Wording**

Amending Ordinance No. C-35457 and appropriating funds in the FIRE/EMS Fund, From: Fire Services, \$490,000: To Various Accounts, same amount.

## **Summary (Background)**

This Ordinance establishes the necessary budget for resources utilized in the 2017 Wildland Fire Season. The increases in our Overtime, Travel, and Apparatus/Equipment budgets are reimbursable costs through WSP, DNR, and US Forest Service.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Revenue	\$ 490,000	# 1970-35126-99999-34220-99999
Expense	\$ 490,000	# various accounts
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SCHAEFFER, BRIAN	<b><u>Study Session</u></b> PSCHC 11/6/17
<b><u>Division Director</u></b>	SCHAEFFER, BRIAN	<b><u>Other</u></b>
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	DALTON, PAT	korlob@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	bschaeffer@spokanefire.org
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		

ORDINANCE NO C35561

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 Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

FROM:	1970-35126 99999-34220	Fire/EMS Fund - Mobilizations Fire Services	<u>\$ 490,000</u>
TO:	1970-35126 22200-51215	Fire/EMS Fund - Mobilizations Overtime - uniform	<u>\$ 375,000</u>
	1970-35126 22200-54404	Fire/EMS Fund - Mobilizations Operational Travel	<u>\$ 23,000</u>
	1970-35150 22600-54853	Fire/EMS Fund – Apparatus/Equipment Vehicle Rep/Maint	<u>\$ 10,000</u>
	1970-35150 22600-53211	Fire/EMS Fund – Apparatus/Equipment Vehicle Rep/Maint Supplies	<u>\$ 70,000</u>
	1970-35121 22200-53303	Fire/EMS Fund – Operations Motor Fuel – Outside Vendor	<u>\$ 12,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for the 2017 Wildland Fire Season, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

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

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

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

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

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Mayor

---

Date

---

Effective Date



**Agenda Sheet for City Council Meeting of:**  
11/13/2017

<b>Date Rec'd</b>	11/1/2017
<b>Clerk's File #</b>	RES 2017-0094
<b>Renews #</b>	

<b>Submitting Dept</b>	NEIGHBORHOOD & BUSINESS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JONATHAN 625-6734 OR 625-	<b>Project #</b>	2001034
<b>Contact E-Mail</b>	JMALLAHAN@SPOKANECITY.ORG OR	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0750 - ASSESSMENT ROLL/BUSINESS IMPROVEMENT DISTRICT - BID		

**Agenda Wording**

A resolution setting the assessment roll hearing for the Downtown Spokane Business Improvement District (BID) and providing notice of the 2018 assessment to business and property owners.

**Summary (Background)**

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 18, 2017 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CORTRIGHT, CARLY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	Finance and Admin
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	jmallahan@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	dkinder@spokanecity.org	
<b><u>Additional Approvals</u></b>		lkey@spokanecity.org	
<b><u>Purchasing</u></b>		mpiccolo@spokanecity.org	
		mhughes@spokanecity.org	
		kkeck@spokanecity.org	
		htrautman@spokanecity.org	



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

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Select      **\$**

Select      **\$**

**Budget Account**

**#**

**#**

**Distribution List**

mrichard@downtownspokane.net

ghankal@downtownspokane.net

sbishop@spokanecity.org

kdoty@spokanecity.org

## **RESOLUTION NO. 2017-0094**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2018 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C32923, as codified and amended in Chapter 4.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above-identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C32923, as codified and amended in Chapter 4.31 SMC, will be on file in the Office of the City Clerk on the 22nd day of November 2017, and are open for public inspection.
2. The City Council has fixed the 18th day of December of 2017 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C32923, as codified and amended in Chapter 4.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de

novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 4.31 SMC.

5. Business & Developer Services is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_\_ day of November, 2017.

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

Approved as to form:

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



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

11/13/2017

<u>Date Rec'd</u>	10/31/2017
<u>Clerk's File #</u>	RES 2017-0095
<u>Renews #</u>	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	MELISSA OWEN 625-6063	Project #	
Contact E-Mail	MOWEN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 -ASSESSMENT ROLL HEARING/E SPRAGUE PARKING & BUSINESS		

Agenda Wording

A resolution setting the assessment roll hearing for the East Sprague Parking and Business Improvement Area (PBIA) and providing notice of the 2018 assessment to business and property owners.

Summary (Background)

To finance the programs authorized in the PBIA, the City levies an annual special assessment upon real property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 18, 2017 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>
<u>Division Director</u>	KEY, LISA	<u>Other</u> Finance & Admin
<u>Finance</u>	DOVAL, MATTHEW	Distribution List
<u>Legal</u>	PICCOLO, MIKE	jmallahan@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	lkey@spokanecity.org
<u>Additional Approvals</u>		aworlock@spokanecity.org
<u>Purchasing</u>		bborisov@spokanecity.org
		mpiccolo@spokanecity.org
		tstripes@spokanecity.org
		tara.brown1@usbank.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

deannah@primesourcecu.org

dr@acmetv.com

bob@nwseed.com

laverne@accessunified.net

ierrsprague@gmail.com

darrell@bodywalker.com

sbishop@spokanecity.org

kdoty@spokanecity.org

## **RESOLUTION NO. 2017-0095**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2018 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the East Sprague Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above-identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, will be on file in the Office of the City Clerk on the 22nd day of November 2017, and are open for public inspection.
2. The City Council has fixed the 18th day of December 2017 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C-35377, as codified and amended in Chapter 4.31C SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de

novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to City Ordinance C-35377, as codified and amended in Chapter 4.31C SMC.

5. Business & Developer Services is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_\_ day of November, 2017.

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

Approved as to form:

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



# Agenda Sheet for City Council Meeting of: 11/13/2017

<b>Date Rec'd</b>	11/1/2017
<b>Clerk's File #</b>	ORD C35563
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	CRYSTAL 625-6369 MARCHAND
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Final Reading Ordinance
<b>Agenda Item Name</b>	0410 - PROPERTY TAX ORDINANCE (2018 TAXES)

## **Agenda Wording**

An ordinance making the annual City of Spokane property tax levy for 2018.

## **Summary (Background)**

Each year per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUNIVANT, TIMOTHY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b> 10/16/17 Finance Committee
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	DALTON, PAT	tdunivant@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	cmarchand@spokanecity.org
<b><u>Additional Approvals</u></b>		mdoval@spokanecity.org
<b><u>Purchasing</u></b>		mhughes@spokanecity.org

## ORDINANCE NO. C35563

An ordinance updating the annual City of Spokane property tax levy for 2018.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2017, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2017) was \$56,209,432.02 exclusive of administrative refunds and the 2014 Library Levy Lid Lift which expires at the end of 2017; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, and authorized refunds, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the District population is more than 10,000; Now, Therefore,

The City of Spokane does ordain:

### **Section                      Regular Levy.**

- A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2018 tax year, said increase to be in the amount of \$562,094.32, which is a percentage increase of 1% from the previous year's actual levy, prior to the inclusion of administrative refunds and the 2014 library levy in the 2017 levy.
- B. This increase is exclusive of additional revenue in 2018 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law.
- C. Resolution No. 2016-0093 concerning a levy for library services, passed by the Spokane City Council on November 14, 2016 and approved by the voters in the election of April 25, 2017, provides for an increase in the regular property tax levy in excess of state law beginning in 2018. The voter approved Measure authorizes an increase in the regular property tax levy of \$0.07 per \$1,000 of assessed valuation. Based on preliminary assessed value figures, voter approval of Measure 1 allows for an estimated \$1,253,891.80 to be collected and used specifically for library services. This voter approved levy will remain in

effect for a period of seven years and is in addition to the Regular Levy amounts listed in Sections 1A and 1B above.

- D. The total regular property tax levy for 2018, including amounts estimated for new construction, annexations, refunds, any other add-ons, and the voter approved levy for library services, is estimated at \$59,030,000 and is a percentage increase of 5.02% from the previous year's actual levy prior to the inclusion of 2017 administrative refunds and the 2014 library levy. Inclusive of 2017 administrative refunds and the expiring library levy, the 2018 levy represents a 2.21% increase.

## **Section Existing GO Bonds.**

In the case of the tax levied to raise \$5,509,450 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

## **Section EMS Levy.**

Ordinance C-35366 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on February 22, 2016 and approved by the voters in the election of April 26, 2016, provides for a levy for six consecutive years beginning in 2017, with the rate in the first year being 50 cents per \$1,000 of assessed valuation.

- A. As required by RCW 84.55.120, this ordinance must specifically state the dollar increase requested, as well as the percent change from the previous year. For 2018, the City is requesting an increase of \$83,355.83 which is a 1% increase over the 2017 EMS Levy.
- B. This increase is exclusive of additional revenue in 2018 resulting from new construction, improvements to property, newly constructed wind turbines, increase in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law. The total EMS levy for 2018, including amounts we have estimated for new construction, annexations, refunds, and other add-ons, is estimated at \$8,575,000 and is a percentage increase of 2.87% from the previous year levy of \$8,335,583.24.

## **Section 4. Certification; Filing.**

The City Council certifies all information as stated herein. Appropriate City staff is directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section

19 of the City Charter, this measure takes effect immediately on first reading and passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date



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

11/06/2017

<u>Date Rec'd</u>	11/1/2017
<u>Clerk's File #</u>	ORD C35559
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 ORDINANCE RE TBD GOVERNANCE, POWERS, & OBLIGATIONS		

Agenda Wording

An ordinance relating to the Spokane Transportation Benefit District; amending sections 8.16.010, 8.16.040, 8.16.060 and 8.16.070 of the Spokane Municipal Code.

Summary (Background)

This ordinance dissolves the TBD Governing Board with the City Council assuming those rights, powers, functions, & obligations. This ordinance modifies the functions and transportation improvements of the TBD to include the implementation and funding of transportation programs and improvements set forth in the six-year pavement maintenance program of the City's 2018-2023 six-year comprehensive street program including the implementation of its pedestrian program.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

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 & Administration
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		

Additional Approvals

<u>Purchasing</u>		

## **ORDINANCE NO. C35559**

An ordinance relating to the Spokane Transportation Benefit District; amending sections 8.16.010, 8.16.040, 8.16.060 and 8.16.070 of the Spokane Municipal Code.

WHEREAS, the City Council created the Transportation Benefit District (TBD) on October 10, 2011 pursuant to RCW 35.21.225 and chapter 36.73 RCW; and

WHEREAS, the purpose of the TBD is to provide adequate levels of funding for the implementation and funding of transportation improvements set forth in the six-year pavement maintenance program of the City's 2012-2017 six-year comprehensive street program including implementation of the pedestrian program of the City's 2012-2017 six-year comprehensive street program; and

WHEREAS, RCW 36.73.050 allows the City Council to modify or expand the functions, activities and/or transportation improvements proposed to be provided or funded by the TBD; and

WHEREAS, Chapter 36.74 RCW authorizes the City of Spokane to assume the rights, powers, functions and obligations of the TBD and to dissolve the TBD Governing Board; and

WHEREAS, it is the desire of the City Council to modify the functions and transportation improvements of the TBD to include the implementation and funding of transportation programs and improvements set forth in the six-year pavement maintenance program of the City's 2018-2023 six-year comprehensive street program including implementation of the pedestrian program of the City's 2018-2023 six-year comprehensive street program; and

WHEREAS, it is further the desire and intent of the City Council for the City to assume the rights, powers, functions and obligations of the City of Spokane TBD Governing Board pursuant to Chapter 36.74 RCW; and

WHEREAS, the City Council finds that modifying the functions and transportation improvements of the TBD as set forth in this ordinance is in the public interest; and

WHEREAS, the City Council determines that the public interest or welfare will be satisfied by the City assuming the rights, powers, functions and obligations of the TBD and otherwise vested in the TBD Governing Board.

**NOW THEREFORE**, the City of Spokane does ordain:

Section 1. That section 8.16.010 of the Spokane Municipal Code is amended as follows:

**Section 8.16.010 Purpose**

The purpose of this chapter is to establish a transportation benefit district pursuant to and consistent with RCW 35.21.225 and chapter 36.73 RCW, as the city council finds it is in the public interest to provide adequate levels of funding for the purposes of implementing and funding the transportation programs and improvements set forth in this chapter. The transportation programs and improvements shall include ~~((including))~~ ongoing transportation improvements of the City as set forth in the six-year pavement maintenance program of the City's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program ~~((and to include))~~ including the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program. The transportation programs and improvements set forth in this chapter shall continue for a six year period (2018 through 2023) as reflected in the annual adoption by the City Council of the City's six-year comprehensive street program.

The transportation programs and improvements established in the 2012-2017 six-year comprehensive street program as set forth in ordinances nos. C-34648, C-34783 and C-34690 and approved for implementation by the TBD Governing Board during 2017 shall continue to be implemented through December 31, 2017.

Section 2. That section 8.16.040 of the Spokane Municipal Code is amended as follows:

**Section 8.16.040 Transportation Benefit District Governance ~~((Governing Board))~~**

A. Pursuant to Chapter 36.74 RCW, the City of Spokane assumes the rights, powers, functions and obligations of the City of Spokane Transportation Benefit District (TBD). The City shall have the authority to exercise the statutory powers set forth in chapter 36.73 RCW. The City Council shall assume the rights, powers, functions and obligations of the TBD previously held by the TBD Governing Board

B. The City Council adopts by reference the following resolutions established by the TBD Governing Board

1. TBD-RES 2011-02 regarding a material change policy pursuant to RCW 36.73.020(3) to address major plan changes that affect project delivery or the ability to finance the plan;
2. TBD-RES 2013-0001 regarding the establishment of the Citizens Transportation Advisory Board; and
3. TBD-RES 2011-0001 regarding the establishment of a twenty-dollar annual vehicle fee pursuant to RCW 36.73.065 and RCW 82.80.140.

~~((Consistent with RCW 36.73.020(3), the governing board of the TBD shall be the City of Spokane city council acting in an ex officio and independent capacity, which shall have the authority to exercise the statutory powers set forth in chapter 36.73 RCW.~~

- A. ~~As required by RCW 36.73.160(1), the governing board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan.~~
- B. ~~The governing board shall issue an annual report, pursuant to the requirements of RCW 36.73.160(2).~~
- C. ~~Meetings of the governing board shall be governed by the procedural rules applicable to the meetings of the city council. Governing board actions shall be taken in the same manner and follow the same procedure as for the adoption of resolutions by the city council. Meetings of the governing board shall, whenever possible, take place on the same dates scheduled for city council meetings.~~
- D. ~~The first action of the governing board shall be to nominate and elect a chair who shall preside over all meetings of the governing board.))~~

~~((E))~~ C. Consistent with RCW 36.73.020(4), the city treasurer shall be the ex officio treasurer of the TBD.

Section 3. That section 8.16.060 of the Spokane Municipal Code is amended to read as follows:

### **Section 8.16.060 Transportation Improvements Funded**

- A. The funds generated by the TBD may be used for any purpose allowed by law including to operate the TBD and to make ~~((annual))~~ transportation improvements that are consistent with existing state, regional, ~~((or))~~ and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW. The funds shall be used

specifically for ~~((annual))~~ improvements for the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in the six-year pavement maintenance program element of the City 's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program, a copy of which is attached and to include the allocation of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program.

- B. The transportation improvements funded by the TBD shall be made in an effort to reduce risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, improve modal connectivity, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.
- C. The transportation improvements funded by the district shall be made on an annual basis not to exceed the six-year time period of the 2012-2017 six-year comprehensive street program. Transportation improvement projects shall be completed on an annual basis as funding is made available. The district shall not be obligated to continue the operation and existence of the district for the full six years if the ~~((governing board))~~ City Council elects to dissolve the district pursuant to chapter 36.73 RCW.
- D. The TBD projects may be amended in accordance with the material change policy described in SMC 8.16.040 and in accordance with the notice, hearing and other procedures described in chapter 36.73 RCW, including RCW 36.73.050(2)(b), as the same may be amended from time to time.

Section 4. That section 08.16.070 of the Spokane Municipal Code is amended to read as follows:

#### **Section 8.16.070 Dissolution of District**

- A. The TBD shall be dissolved when all transportation improvements associated with the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in the six-year pavement maintenance program and the pedestrian program of the City's ~~((2012-2017))~~ 2018-2023 six-year comprehensive street program have been completed; all indebtedness of the district created to accomplish the improvements has been retired and when all of the TBD's anticipated responsibilities have been satisfied.
- ~~B. The TBD shall be dissolved at the end of 2015 if the City has not adopted a Pedestrian Master Plan. The action dissolving the TBD shall include the TBD Governing Board instructing the Washington State Department of Licensing to discontinue collecting the annual twenty dollar per vehicle fee effective January~~

~~1, 2016. All remaining funds received during 2015 shall be expended on projects previously approved by the TBD Governing Board and the City Council.))~~

((C))B. In addition to the automatic dissolution of the district as set forth above in subsection A, the ~~((governing board))~~ City Council reserves the right, as set forth in chapter 36.73 RCW, to cause the dissolution of the district for any legal reason, including if a regional transportation district with a funding mechanism is formed pursuant to an interlocal agreement as permitted in RCW 36.73.020.

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:**  
11/13/2017

<b>Date Rec'd</b>	10/30/2017
<b>Clerk's File #</b>	ORD C35562
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER
<b>Contact Name/Phone</b>	ELDON BROWN 625-6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	4700 - ORDINANCE AMENDING C-13628

**Agenda Wording**

An ordinance amending C-13628 vacating the alley between Mallon Avenue and Broadway, in the City of Spokane, from the west line of Post Street to the east line of Lincoln Street.

**Summary (Background)**

City Council passed the vacation ordinance on December 13, 1954. At that time, an easement was retained to protect a CenturyLink phone line. Since that time it has been determined that the easement is no longer necessary.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session</u></b>	10/23/17 - Public Infrastructure, Environment, and S.
<b><u>Division Director</u></b>	TRAUTMAN, HEATHER	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	sbishop@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	edjohnson@spokanecity.org	
<b><u>Additional Approvals</u></b>		ebrown@spokanecity.org	
<b><u>Purchasing</u></b>		kbecker@spokanecity.org	

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

ORDINANCE NO. C35562

An ordinance amending Ordinance C-13628 vacating the alley between Mallon Avenue and Broadway, in the City of Spokane, from the west line of Post Street to the east line of Lincoln Street.

The City of Spokane does ordain:

Section 1. That the alley between Mallon Avenue and Broadway, in the City of Spokane, from the west line of Post Street to the east line of Lincoln Street, be, and the same is hereby, vacated; ~~subject to an easement for the maintenance of a telephone plant.~~

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

Passed by City Council, December 13<sup>th</sup>, 1954.

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

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

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

Approved as to Form:



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

\_\_\_\_\_  
Mayor

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

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

# Easement Amendment



Amending Ordinance C-13628 to release the utility easement

## 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:**  
10/23/2017

<b>Date Rec'd</b>	10/6/2017
<b>Clerk's File #</b>	OPR 2017-0726
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES
<b>Contact Name/Phone</b>	DAN KEGLEY EXT. 7821
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4100 - MEDICAL LAKE WATER SUPPLY INTERTIE AGREEMENT

**Agenda Wording**

Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs.

**Summary (Background)**

The City of Medical Lake requested an emergency intertie with the City of Spokane in 2009. This intertie will provide supplemental water in drought conditions during a stressed aquifer and in case of emergencies. Medical Lake will be responsible for all costs of construction and for appurtenance maintenance past the point of delivery. Usage cannot exceed 800 gallons per minute without a new agreement. Revenue estimate based on four months supplemental use and a thirty day emergency.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Revenue	\$ 100,000.00	# 4100-42410-34052-34328-99999
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b> PWC 9/25/2017
<b><u>Finance</u></b>	CLINE, ANGELA	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	dkegley@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jsakamoto@spokanecity.org
<b><u>Additional Approvals</u></b>		sjohnson@spokanecity.org
<b><u>Purchasing</u></b>		acline@spokanecity.org

**BRIEFING PAPER**  
**Public Works**  
**Water Department**  
**September 25, 2017**

---

**Subject**

Intertie agreement with the City of Medical Lake to supply water to address supplemental needs and meet demands during emergencies.

**Background**

In 2009, the City of Medical Lake approached the Water Department to request an emergency intertie with the City of Spokane. The intertie would provide supplemental water during drought conditions in a stressed aquifer and also provide an additional amount that could to be provided in emergency situations.

**Impact**

The City of Spokane would install needed water quality monitoring equipment and would have the option of installing a flow control valve to regulate the amount of water delivered. Medical Lake would be responsible for establishing the point of connection and all installation and maintenance beyond the point of delivery as outline in exhibit A.

**Summary**

Medical Lake will be responsible for all costs associated with construction of the intertie which includes: the General Facility Charge, tap, meter, backflow assembly, and vault. Also, they will be responsible to maintain all appurtenances past the point of delivery. The City of Spokane will be responsible for meter maintenance and all infrastructures prior to the point of delivery. In total Medical Lake could not exceed 800 gallons per minute in total without a new agreement.

**Action**

Recommend approval

**Funding**

Funding for the flow control valve and water quality monitoring equipment will be by Water Department funds.



Spokane City Clerk File No. \_\_\_\_\_  
Medical Lake City Clerk File No. \_\_\_\_\_

## **WATER SUPPLY AGREEMENT BETWEEN MEDICAL LAKE and the CITY OF SPOKANE**

THIS WATER SUPPLY AGREEMENT (“Agreement”) is entered into by THE CITY OF SPOKANE (“Spokane”), a municipal corporation of the State of Washington and First Class Charter City, with a principal place of business located at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and the CITY OF MEDICAL LAKE (“Medical Lake”), a municipal corporation of the State of Washington and Optional Municipal Code City, with a principal place of business located at 124 S Lefevre, Medical Lake, Washington, each a “Party” and collectively the “Parties.”

### **RECITALS**

- A. Spokane owns and operates a Chapter 70.119A Group A Public Water System (“Spokane Water System”) that supplies and distributes potable water to its own resident customers.
- B. The Spokane Water System currently has the water resources, capital facilities and infrastructure, and funding to regionally supply and distribute treated domestic water to wholesale purveyors and numerous retail customers outside the Spokane’s corporate limits, and has done so historically.
- C. Spokane owns and operates a series of wells pursuant to a series of water rights that are authorized to provide wholesale water within a regional wholesale service area, as approved in its Water System Plan (“Spokane Water System Plan”), promulgated in accordance with Chapter 43.20 RCW and entitled “City of Spokane, Comprehensive Water System Plan,” Volumes 1 and 2, dated January 12th, 2017 adopted and approved by the City of Spokane City Council by Resolution dated March 2015 and approved by the State Department of Health (“State DOH”), as said document may be amended, revised, or updated from time to time.
- D. In accordance with the planning and goals set forth in its Spokane Water System Plan, Spokane seeks to fulfill and implement its role as regional water supplier by including the City of Medical Lake as a wholesale water customer.
- E. Medical Lake, owner of its own Chapter 70.119A Group A Public Water System (“Medical Lake Water System”), seeks to supplement and stabilize its existing water supply portfolio by interconnecting to the Spokane Water System to ease Medical Lake’s service demand stress on its water supply during peak daily and seasonal timeframes.

- F. Medical Lake approached Spokane to negotiate business term parameters whereby Spokane would supply Medical Lake with drinking water to supplement Medical Lake's existing water resource portfolio.
- G. The Parties now seek to reduce their business negotiations to a formal, legally binding agreement outlining their respective rights and responsibilities.
- H. The Parties acknowledge that numerous state and local regulatory approvals will be required in addition to design and construction completion before Spokane provides and Medical Lake accepts water delivery under this Agreement.
- I. The Parties desire to form a mutually beneficial stewardship relationship to manage the water resources. The Parties agree to cooperate with each other to the greatest extent feasible to secure state and local regulatory approvals, revise respective comprehensive water plans and implement the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and the mutual promises and benefits exchanged by the parties herein, the Parties do hereby agree as follows:

**1. Term.**

- 1.1. This Agreement shall take effect on the date that both Parties have duly executed the Agreement. This Agreement shall remain in full force and effect for a period of twenty (20) years, unless earlier terminated (in whole or in part) ("Term"). The Parties agree to review and modify as necessary at five (5) year intervals.
- 1.2. The provisions of section 1.1 notwithstanding, the Term of this Agreement may be extended by written agreement of the Parties and by a duly executed Amendment to this Agreement. Extensions may be in five (5) year intervals or as agreed by the Parties.
- 1.3. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement will be through a written executed amendment to this Agreement.
- 1.4. All obligations incurred during the Term shall survive expiration or termination of the Agreement.
- 1.5. Either Party may provide notice of Termination upon six(6) months written notice to the other party.

**2. Regulatory Approvals.** The Parties acknowledge and agree that the following regulatory approvals and property rights are necessary before water deliveries may begin.

- 2.1. Spokane must obtain the following state and local approvals regarding this Agreement:

- 2.1.1. State Department of Health; and

- 2.1.2. State Department of Ecology.

Spokane will bear all initial costs of obtaining this regulatory approval. Spokane will keep Medical Lake informed of status, will advise Medical Lake when these approvals have been obtained, and will provide copies of these approvals to Medical Lake promptly after they have been obtained.

- 2.2. Medical Lake must obtain the following state and local approvals regarding this Agreement:

- 2.2.1. State Department of Health; and

- 2.2.2. State Department of Ecology.

Medical Lake will bear all initial costs of obtaining these regulatory approvals. Medical Lake will keep Spokane informed of status, will advise Spokane when these approvals have been obtained, and will provide copies of these approvals to Spokane promptly after they have been obtained.

- 2.3. The Parties shall collaborate on obtaining any approvals necessary from Spokane County and shall bear their own initial costs of obtaining any such approval.

- 2.4. If unanticipated permits, regulatory approvals, or property or access rights (collectively, with the approvals described in Section 2, "Regulatory Approvals") are necessary, the Parties will meet and confer in good faith to allocate costs and responsibility for the same.

### **3. Construction, Funding, and Responsibility for Improvements.**

- 3.1. Medical Lake shall apply and pay for all Spokane Application(s) for Connection required to deliver wholesale water pursuant to this Agreement in accordance with Title 13, Chapter 13.04, Section 13.04.0502, and Applications for Connection Spokane Municipal Code ("Application for Connection"). Medical Lake shall also pay a Water General Facilities Charge as outlined in Title 13 Chapter 13.04, Section 13.04.2042 E-1.

- 3.1.1. Medical Lake shall purchase a backflow prevention device or assembly consistent with Chapter 246.290 WAC, from and approved by Spokane, designed and tested to counteract back pressure and back siphonage ("Medical Lake Backflow Prevention Device"). Medical Lake shall have

the Medical Lake Backflow Prevention Device tested by a certified Backflow Assembly Tester, approved by the Water Department for compliance with Legal Requirements. A copy of each year's test along with a certification that the backflow assembly complies with Legal Requirements and is in good working condition shall be provided to Spokane each year.

- 3.1.2. Medical Lake shall purchase from Spokane a tap ("Tap") and initial master meter ("Initial Master Meter") in accordance with Spokane Municipal Code Title 13, Chapter 13.04, Section 13.04.0602 A, including, any initial testing and/or inspection fees required by Spokane.
- 3.1.3. Medical Lake shall purchase/construct a vault of adequate dimension to accommodate the initial master meter, the backflow assembly and the flow regulating valve.
- 3.1.3 Spokane will design and construct a Flow Control Valve. Said design and construction shall be at the sole discretion of Spokane. Spokane shall bear all costs associated with the design and construction of the Flow Control Valve.
- 3.1.4 Spokane shall install the Medical Lake Backflow Prevention Device, the Initial Master Meter, the Flow Regulating Valve, the Tap, and perform the initial backflow assembly test.
- 3.2. The Parties agree that additional improvements are required to effectuate the terms of this Agreement. The Improvements' general location and layout are shown and described on Exhibit "A". The Parties shall design and construct their respective improvements in a manner that is consistent with the provisions of all applicable local, state, and federal law, permits, regulatory approvals, manufacturers' specifications and in a good and workman-like manner.
- 3.3. The Parties agree to allocate cost for the additional improvements' design and construction as follows.
  - 3.3.1. Medical Lake agrees to full and complete responsibility for the design and construction of the following Improvements ("Medical Lake Improvements"). All costs associated with the Medical Lake Improvements shall be borne by Medical Lake.
    - 3.3.1.1. Medical Lake shall submit to Spokane for review, revision, and approval of designs, specifications, and construction schedule for all Medical Lake Improvements ("Medical Lake Plans") required to effectuate the delivery of wholesale water pursuant to this Agreement except as otherwise provided by Section 3.4. Such plans shall include, without limit, the limits of excavation for and placement of any



vault(s). Subject to the requirements set forth in Section 3.1, the Medical Lake Improvements shall also include the Application for Connection, the Tap, and the Initial Master Meter. Medical Lake shall not commence construction of the Medical Lake Improvements until Medical Lake has received from Spokane approved Medical Lake Plans (as such documents may be revised by Spokane) and Spokane's written authorization to proceed with construction ("Notice to Proceed").

3.4. Spokane agrees to full and complete responsibility for the following improvements ("Spokane Improvements"). All costs of the Spokane Improvements shall be borne by Spokane.

3.4.1. Except as provided in Section 3.1, Spokane shall tap the Spokane transmission line necessary to deliver wholesale water pursuant to this Agreement.

3.4.2. Spokane shall timely review the Medical Lake Plans, and will not unreasonably withhold its approval of the Medical Lake Plans.

3.4.3. Spokane shall design and construct water quality monitoring equipment as shown, described, and specified in Exhibit B ("Spokane WQ Monitoring Equipment").

3.5. The "Point of Delivery" shall be that specifically identified point between transmission mains of the Parties to this Agreement where water will be transferred from one Party's system to the facilities of the other Party. The Point of Delivery is identified and described on Exhibit A.

3.6. The Parties agree that: (1) after design and construction of the Medical Lake Improvements are complete, Medical Lake will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Medical Lake Improvements and associated facilities consistent with water system standards and applicable laws, regulations, rules, provisions, interpretations, orders, injunctions, decrees, rulings, awards, and decisions of governmental entities, orders of governmental entities ("Legal Requirements"); and (2) after design and construction of the Spokane Improvements are complete, Spokane will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Spokane Improvements and associated facilities consistent with water system standards Legal Requirements except as provided in Section 3.6.1. The aforementioned sentence notwithstanding, the Parties further agree as follows:

3.6.1. Spokane shall operate and maintain the Initial Master Meter, including, without limit, any additional replacement meters.

3.6.2. Spokane shall own, operate, and maintain the Spokane WQ Monitoring Equipment. Spokane shall, in its sole discretion and at its sole expense, routinely monitor water quality using the Spokane WQ Monitoring Equipment in accordance with the Spokane Water Quality Monitoring Protocol set forth in Exhibit B.

3.6.3. If Spokane elects to construct a Spokane Flow Control Valve, Spokane shall own, operate, and maintain it.

4. **Water Delivery.** Following completion of the Spokane Improvements and Medical Lake Improvements, receipt of all Regulatory Approvals, and any other preconditions to water delivery provided in this Agreement (“Initial Delivery Date”), Spokane agrees to sell and make available to Medical Lake, and Medical Lake agrees to accept delivery of and pay for wholesale water as follows.

4.1. The wholesale water sold to Medical Lake by Spokane pursuant to this Agreement shall be water available from Spokane’s water rights. Spokane has reviewed Medical Lake’s service area as described in its approved Comprehensive Water Plan (“Medical Lake Service Area”). Spokane determines that Medical Lake may beneficially use Spokane’s water delivered pursuant to this Agreement within the Medical Lake Service Area. Medical Lake confirms the water received from Spokane is being used by Medical Lake consistent with Spokane’s water system plan. Medical Lake shall ensure any future plan amendments will comply with both Comprehensive Water System Plans and all applicable laws.

4.2. All water supplied by Spokane for use or sale by Medical Lake shall be upon the express condition that after water passes the Point of Delivery, it becomes the property and exclusive responsibility of Medical Lake. Spokane shall not be liable for any degradation of water quality, for acts of sabotage or vandalism, or for other events and resulting damages that may occur beyond the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.3. The quality of wholesale water made available to Medical Lake pursuant to this Agreement shall be of the same standard and quality as normally delivered to Spokane’s other customers and shall be in compliance with all applicable state and federal drinking water laws, regulations and standards at the Point of Delivery. Medical Lake shall be responsible for maintaining compliance with all applicable state and federal drinking water laws, regulations and standards past the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.4. From the Initial Delivery Date until the date that Spokane ceases making wholesale water sales, Spokane shall make available to Medical Lake at the Point of Delivery wholesale water in the amount not to exceed 200 gallons per minute

(GPM) for supplemental use and at a pressure meeting Legal Requirements as described in Paragraph 3.6. Requests for emergency use and amount are provided or in Section 4.8.

4.5. Spokane shall record the amounts of monthly wholesale water deliveries made to Medical Lake at the Initial Master Meter (or any replacement meter thereof).

4.5.1. Spokane will read the meter and keep records of the monthly and annual total water accepted by Medical Lake.

4.5.2. The Initial Master Meter (or any replacement meter thereof) shall at all times be accessible to Spokane personnel. If it becomes necessary for Medical Lake to place the meter under lock and key, Medical Lake shall furnish Spokane with a copy of the key.

4.6. Should Spokane determine that Medical Lake is receiving deliveries of wholesale water at the Point of Delivery in excess of the amounts set forth in section 4.4 herein, Spokane shall notify Medical Lake of the excess deliveries, and Medical Lake shall promptly take the steps necessary to reduce its deliveries accordingly. If Medical Lake has not taken action within twenty-four (24) hours of receiving notice from Spokane pursuant to Section 4.4, Spokane may take any action it deems necessary to reduce the deliveries to a level equal to Medical Lake's scheduled amounts, and charge Medical Lake for any excess deliveries made after the expiration of the twenty-four hour notice period.

4.7. Spokane's delivery of wholesale water and Medical Lake's acceptance of such delivery shall be governed by the terms of this Agreement. No future wholesale service connections shall be permissible without a subsequent and separate written agreement between the Parties. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct additional wholesale service connection(s). Medical Lake shall ensure any future Water Service Plan amendments comply with both Medical Lake and Spokane's Comprehensive Water System Plans and all applicable laws.

4.8. In the event Medical Lake notifies Spokane of an emergency situation whereby they need additional capacity of water for a limited time, after consultation with the Director of Spokane's Water and Hydroelectric Department, Spokane agrees to make available to Medical Lake at the Point of Delivery wholesale water in an additional amount not to exceed six hundred (600) gallons per minute of emergency wholesale water at a pressure meeting Legal Requirements, as described Paragraph 3.6.

## **5. Rates, Future Capital Projects, Invoicing, and Payment.**

5.1. Commencing with the month in which deliveries of wholesale water to Medical Lake pursuant to Section 4 begin, and for each month thereafter during the Term,

Medical Lake shall pay to Spokane a service fee composed of the following elements:

5.1.1.1. The amount of wholesale water delivered in such a month, as measured at the Initial Master Meter, times Outside City Rate to Other Purveyors, plus any other fees, taxes, or charges billed to other Spokane wholesale customers pursuant to the Spokane Municipal Code.

5.1.1.1.1. The term “Outside City Rate to Other Purveyors” means that rate and outside Spokane commercial monthly service charge as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule as adopted by the Public Utility Board and Spokane City Council.

5.2. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement, will be negotiated between the Parties and may include assessed capital fees to meet the increase in capacity prior to expansion.

5.3. Spokane shall during the Term prepare and forward to Medical Lake an invoice for the payment of any and all amounts due Spokane pursuant to this Agreement for the preceding month in accordance with Spokane’s normal business practices. Each such invoice shall set forth the payment due from Medical Lake to Spokane. Medical Lake may request from Spokane, and Spokane shall promptly provide to Medical Lake, any documentation or other information that Medical Lake may reasonably require to understand the nature of the costs contained in any invoice issued pursuant to this Section 5.

5.4. Payment of any and all invoices forwarded to Medical Lake by Spokane pursuant to this Section 5 shall be due and payable by Medical Lake on or before the Due Date, with payment to be made by wire transfer or such other means as may be agreed to in writing by the parties.

5.4.1. The term “Due Date” shall mean the date by which payment of any invoice issued pursuant to this Section of the Agreement is due to Spokane, which date shall be the close of business on the thirtieth (30<sup>th</sup>) day after an invoice is issued, provided, however, that if such thirtieth day falls on a Saturday, Sunday, or legal holiday observed by Spokane, the Due Date shall be extended until the close of business of the next regular business day of Spokane.

- 5.5. If any or the entire bill is in dispute, Medical Lake shall pay the amount as billed and the provisions of Section 11, Dispute Resolution, shall apply.
- 5.6. If Medical Lake disputes all or any portion of an invoice issued by Spokane pursuant to this Section 5, Medical Lake shall pay such invoice in full, and shall indicate in writing to Spokane the portions of the invoice that Medical Lake disputes and the reasons therefore. The Parties shall make a good faith effort to resolve such dispute. If such efforts are unsuccessful, either Spokane or Medical Lake may seek resolution of the dispute pursuant to Section 11.
- 5.7. Medical Lake hereby covenants and agrees that it shall establish, maintain, and collect rates or charges for water and other services, facilities, and commodities sold, furnished or supplied by it to its members which shall be adequate to provide revenues sufficient to enable Medical Lake to make the payments required to be made pursuant to the terms of this Agreement, and to pay all other charges and obligations payable from or constituting a charge or lien upon such revenues.

## **6. Conservation and Efficiency.**

- 6.1. The Parties agree and acknowledge that wise stewardship of water resources through maintaining each system's operational efficiency is critically important. The Parties agree to adopt conservation plans, to be updated on an annual basis or as otherwise required by Legal Requirements, and shall coordinate regional supply scheduling and other operational programs that promote efficient use of water supplies, facilities, and financial staff resources.
- 6.2. To accomplish these goals, the Parties agree:
  - 6.2.1. To prepare and exchange conservation plans on an annual basis, at a minimum;
  - 6.2.2. To track and collect data on at least a monthly basis for each Party's operational components and to exchange the same on at least an annual basis;
  - 6.2.3. To collectively analyze the data collected pursuant to this Section and to identify potential efficiency measures that will implemented by Medical Lake under the state-mandated Water Use Efficiency requirements as required by WAC 256-290-810, or as may be subsequently revised or modified in the future.

## **7. Delivery Interruptions, Default and Rights of Termination.**

- 7.1. The Spokane Water System shall be operated and maintained in a manner consistent with water system standards and Legal Requirements in order to

provide reliability of service to Medical Lake. However, Medical Lake understands and agrees that Spokane can make no warranty or guarantee as to pressure, quantity, or continuity of service.

- 7.2. Spokane shall have no obligation whatsoever to guarantee delivery of wholesale water pursuant to this Agreement. Medical Lake agrees that it has only a contractual right to wholesale water as set forth in Section 4 of this Agreement, and further agrees that Medical Lake has no claim or right to a supply of water from Spokane or to any water right upon the expiration or termination of this Agreement on any basis whatsoever.
- 7.3. Notwithstanding any other provisions of this Agreement, neither Spokane nor Medical Lake shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to damages for lost profits, revenues or benefits, loss of property use, the cost of capital, or the cost of purchased or replacement water, even if such party has been advised of the possibility or existence of such damages.
- 7.4. The Parties agree and acknowledge that Spokane shall not be liable for any losses, damages, or claims due to, caused by, relating to, or arising from events enumerated in this Section 7.4.

#### 7.4.1. Emergency

7.4.1.1. In the event that Spokane determines, in its sole discretion, that there is a General Emergency, Spokane shall provide oral notice to Medical Lake and may temporarily interrupt or reduce deliveries of water to Medical Lake if the Spokane determines, in its sole discretion, that such interruptions and reductions are necessary or reasonable in case of such a General Emergency. Medical Lake shall assist and support Spokane to meet such a General Emergency condition, including, without limit, implementing emergency conservation measures as directed by Spokane. General Emergencies may include, but are not limited to, failure of or accidents involving Spokane's Water System infrastructure or equipment, uncontrollable forces, unforeseen or unavoidable events, legal restrictions or limitation, and/or regulatory restrictions or limitations.

7.4.1.2. In the event that Spokane determines, in its sole discretion, to institute a water rationing or water use restriction program, Spokane will institute necessary or reasonable reductions to deliveries of wholesale water made to Medical Lake pursuant to this Agreement. Such rationing or use restriction measures may be based on the specifics of the water distribution system and availability of the resource, in accordance with optimization of Spokane's water system.

#### 7.4.2. Non-Emergency

7.4.2.1. Except in cases of emergency under Section 7.4.1, and in order that Medical Lake's operations will not be unreasonably interfered with, Spokane shall give Medical Lake seven (7) calendar days notice of any other interruptions or reduction in service, the reason therefore, and the probable duration thereof, including any interruptions or reduction in services that will be caused by the installation of equipment, repairs, replacements, investigations, inspections or other maintenance performed by the Spokane on its water system or those parts of the system supplying Medical Lake pursuant to this Agreement.

#### 7.4.3. Regulatory

7.4.3.1. Medical Lake understands and agrees that the operation of this Agreement, and the water available from Spokane's water rights are subject to Legal Requirements as defined in section 3.6 and the proceedings, litigation, orders, rulings of courts of competent jurisdiction ("Judicial Requirements") regarding the Agreement and Spokane's water rights. Medical Lake understands and agrees that Spokane must comply with all such Legal Requirements and Judicial Requirements and that such Legal Requirements and Judicial Requirements may affect, limit, diminish or remove the ability of Spokane to fulfill its wholesale water deliveries under this Agreement.

7.4.3.2. The Parties expressly acknowledge and agree that the inability or preclusion of the City of Spokane to perform, in whole or material part, this Agreement caused by an order or directive of governmental authority or a court with jurisdiction shall constitute a force majeure or change in law event hereunder and Spokane can terminate this Agreement.

7.4.3.3. If Spokane is materially limited or prohibited from performance of this Agreement, in whole or in part, Spokane may terminate this Agreement by providing Medical Lake as much advance written notice as is mandated by Legal Requirements or Judicial Requirements under the circumstance, or six (6) months, whichever is longer, from the date of the written notice.

#### 7.5. Medical Lake Events of Default and Spokane's Rights of Termination.

7.5.1. If Medical Lake fails to make any payment in full when due under this Agreement for a period of sixty (60) days or more after the Due Date, Spokane shall make written demand upon Medical Lake to make payment within ten (10) days of the date of such written demand. If the failure to pay is not cured with the ten (10) day time period, Medical Lake shall be deemed

to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice not less than six (6) months prior to the date of termination set forth in such written notice.

7.5.2. If Spokane determines, in its sole discretion, that Medical Lake has materially breached the terms of this Agreement, and fails to cure such a material breach within a period of sixty (60) days after Spokane provides Medical Lake written notice of the same, then Medical Lake shall be deemed to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice.

8. **Force Majeure.** Neither Medical Lake nor Spokane shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations due to conditions beyond their reasonable control including acts of God, fire, flood, earthquake, other natural disaster, acts of war, insurrection or riot, or change in the law or directive of governmental authority. If a Party is unable to perform in whole or in part because of such condition, the Party shall diligently and promptly take reasonable steps to allow it to perform.
9. **Indemnification by Spokane.** To the fullest extent permitted by law, Spokane hereby releases and agrees to indemnify, defend and hold harmless each of the Medical Lake Indemnified Parties (defined below) from and against any claim, liability, loss, expense (including but not limited to attorneys' fees and expenses), damage, demand, lawsuit, cause of action, order, strict liability claim, penalty, fine, administrative law action and/or cost of every kind and character (collectively, "Claim/Liability"), arising out of or in any way incident to the design or construction of the Spokane Improvements if due to the negligence, gross negligence, or intentional act or omission by Spokane, including in each case (but not limited to) any Claim/Liability on account of defective work, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Spokane, its employees or officers, the Medical Lake Indemnified Parties, or any other person or entity. "Medical Lake Indemnified Parties" means, individually and collectively, Medical Lake, its officers, shareholders, and members of each of the foregoing entities. Notwithstanding any provision in this Agreement to the contrary, the Spokane's duties under this Section 9 shall survive the termination, revocation, or expiration of this Agreement.
10. **Indemnification by Medical Lake.** To the fullest extent permitted by law, Medical Lake hereby releases and agrees to indemnify, defend and hold harmless each of the Spokane Indemnified Parties (defined below) from and against any Claim/Liability arising out of or in any way incident to the use by Medical Lake of the water supplied by Spokane hereunder, or arising out of or in any way incident to the design or construction of the Medical Lake Improvements if due to the negligence, gross negligence, or intentional act or omission by Medical Lake, including in each case (but not limited to) any Claim/Liability on account of defective work, negligence,



breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Medical Lake, its members or officers, the Spokane Indemnified Parties, or any other person or entity. “Spokane Indemnified Parties” means, individually and collectively, Spokane, its elected officials, officers, employees, and agents. Notwithstanding anything in this Agreement to the contrary, Medical Lake’s duties under this Section 10 shall survive the termination, revocation, or expiration of this Agreement.

## **11. Dispute Resolution.**

- 11.1. Except as otherwise provided in this Agreement, any and all disputes arising under this Agreement shall be resolved pursuant to this Section 11.
- 11.2. The Parties shall make good faith efforts to resolve by informal discussion any dispute arising under this Agreement.
- 11.3. If at any time during the good faith efforts to resolve any dispute arising under this Agreement either of the Parties determines that such informal discussions will not result in a resolution of the issue(s) in dispute, such dispute, upon the mutual agreement of the parties, may be submitted for resolution by mediation.
- 11.4. Disputes not resolved by Section 11.2, 11.3, or 11.4, as the case may be, shall be resolved in court per Section 12.11.
- 11.5. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.

## **12. Miscellaneous Provisions.**

- 12.1. Access to Records.
  - 12.1.1. Medical Lake’s Access to Spokane Records. Upon reasonable prior notice to Spokane, Medical Lake, or any consultant of Medical Lake, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Spokane at the location where such books, records, and accounts are located. Spokane shall not be obligated to collate, organize, or analyze the information sought by Medical Lake or by Medical Lake’s consultant.
  - 12.1.2. Spokane’s Access to Medical Lake Records. Upon reasonable prior notice to Medical Lake, Spokane, or any consultant of Spokane, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Medical Lake at the location

where such books, records, and accounts are located. Medical Lake shall not be obligated to collate, organize, or analyze the information sought by Spokane or by Spokane's consultant.

12.2. Notices.

12.2.1. All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing except as provided in Section 7.4.1, and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by facsimile providing confirmation of completed transmission, or (ii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

12.2.2. Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane: Director, City of Spokane Water Department  
914 N Foothills Dr.  
Spokane, WA 99207  
Telephone: (509) 625-7800  
Facsimile: (509) 625-7816

With a copy to: City Attorney  
Office of the City Attorney  
City of Spokane – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Telephone: (509) 625-6225  
Facsimile: (509) 625-6277

To Medical Lake: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be agreed to in writing by the Parties.

- 12.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 12.4. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity, other than the Parties hereto, any rights, benefits, or obligations. No such third-party shall have any right to enforce any of the provisions of this Agreement. Unless expressly stated otherwise herein.
- 12.5. Medical Lake Water System – No Spokane Responsibility. It is understood that Spokane does not own or have any responsibilities outside of this Agreement whatsoever to maintain Medical Lake's Water System.
- 12.6. Compliance with Local, State, Federal Rule or Regulation. In the event Spokane is required to comply with any local, state, or federal rule or regulation governing its operation of its water rights and said rule or regulation requires the compliance of wholesale water customers of Spokane, Medical Lake agrees to comply.
- 12.7. Waiver. Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with any other matter arising in connection therewith shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified by this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required by this Agreement.
- 12.8. Entire Agreement. All prior negotiations and agreements between the Parties hereto relating to the subject matter hereof are merged into and superseded by this Agreement, and shall constitute the entire agreement between Spokane and Medical Lake concerning the sale of wholesale water to Medical Lake for use as hereinbefore provided. The rights and obligations of the Parties hereunder shall be subject to and shall be governed by this Agreement.
- 12.9. Representations and Warranties. The Parties hereby represent and warrant to one another the following:
- 12.9.1. Each party is duly authorized and validly existing under the laws of, and is authorized to exercise its powers, rights, and privileges and is in good standing in, the State of Washington, and has full power and authority to carry on its business as presently conducted and execute this Agreement and perform the transactions on its part contemplated by this Agreement.

- 12.9.2. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of any Party is necessary to authorize this Agreement, or the transactions contemplated hereby.
- 12.9.3. The execution, delivery, and performance by each of the Parties of this Agreement does not: (a) contravene any law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.
- 12.9.4. There are no actions, suits, claims, or proceedings pending, or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.
- 12.9.5. This Agreement, when executed and delivered, will constitute a valid and binding obligation of each Party, and will be enforceable against each such Party in accordance with its terms.
- 12.10. Amendments. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written Amendment to this Agreement signed by the Parties.
- 12.11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.
- 12.12. Reasonable and Good Faith Efforts. Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete the Medical Lake and Spokane Improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.
- 12.13. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, all other terms or provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereunder is not affected in any manner or materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement

so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereunder are consummated as originally contemplated and to the greatest extent possible.

- 12.14. Rights and Remedies Cumulative. The rights and remedies available under this Agreement or otherwise available shall be cumulative of all other rights and remedies and may be exercised successively.
- 12.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9-25-17

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date first above written.

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

**CITY OF SPOKANE**

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

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Spokane

\_\_\_\_\_  
City Attorney  
City of Spokane

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

9-25-17

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

**CITY OF MEDICAL LAKE**

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

Title: \_\_\_\_\_

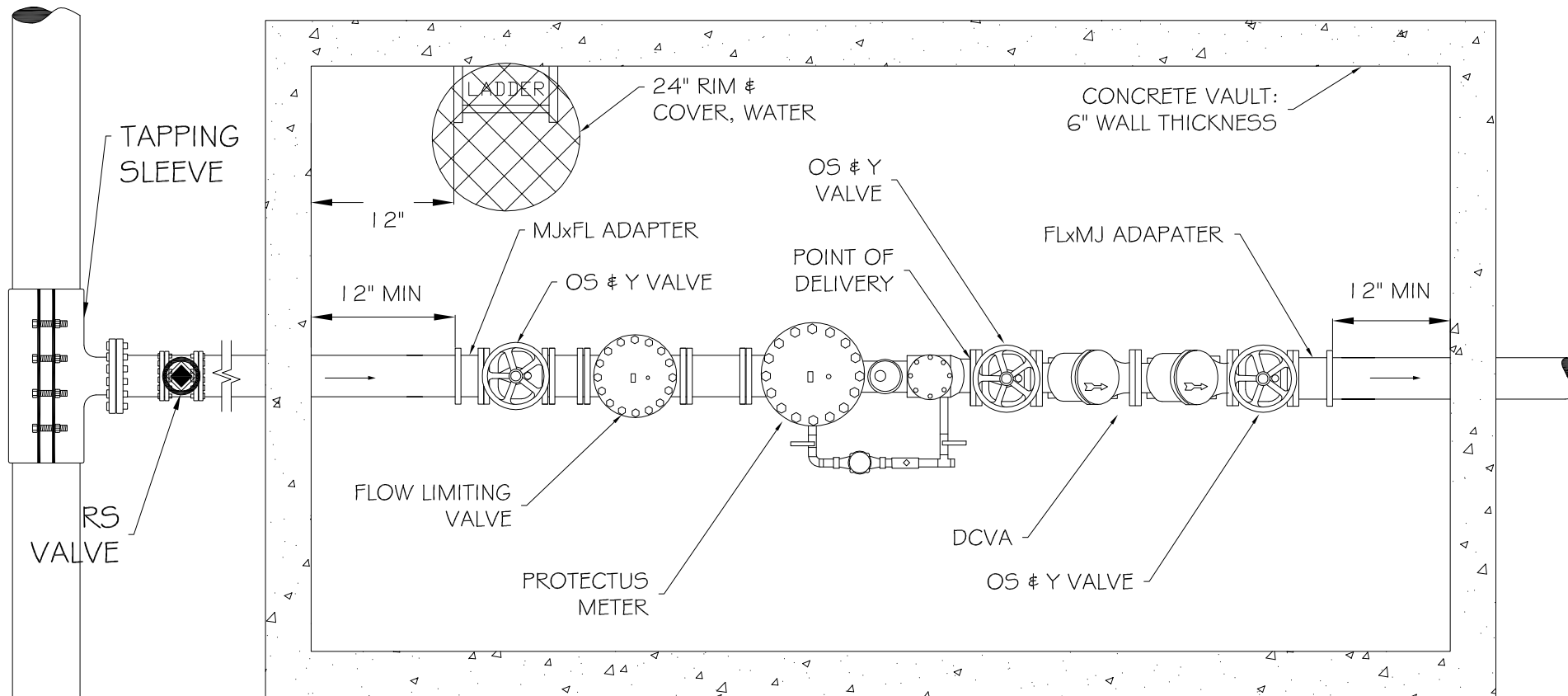
ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Medical Lake

\_\_\_\_\_  
City Attorney  
City of Medical Lake

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



NOTES:

- TRAFFIC RATED LID
- OPEN BOTTOM
- DIMENSIONS BASED ON:  
WATTS 709 DCVA  
NEPTUNE HP PROTECTUS III METER
- EXCAVATION TO BE DONE PER L&I REGULATIONS
- VAULT SIZE DEPENDS ON SIZE OF LINE AND APPLIANCE LENGTHS. CHECK WITH COS WATER DEPARTMENT

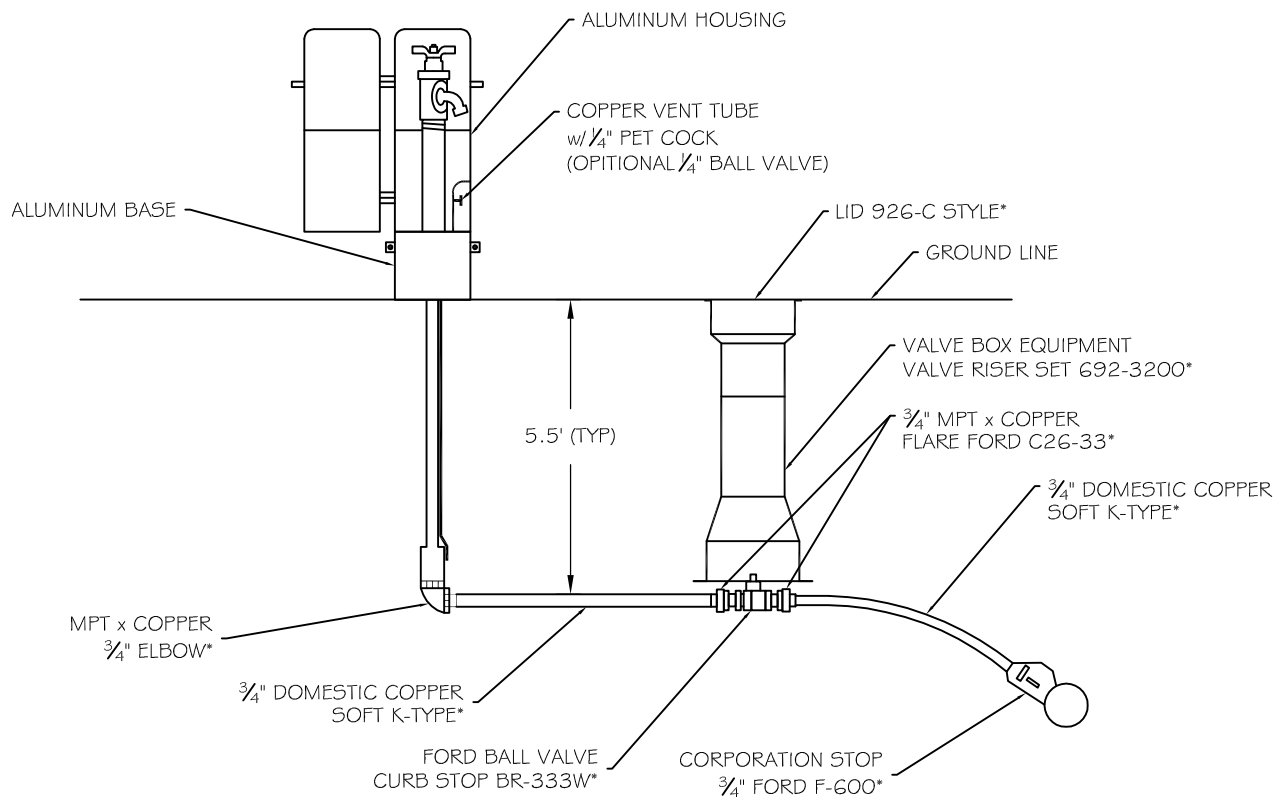
ADOPTED: 1/2017  
 REVISED: \_\_\_\_\_  
 SUPERSEDES: \_\_\_\_\_  
 CHECKED BY: TR  
 SCALE: NTS  
 DWG./REV BY: ABM

INTERTIE CONNECTION

WATER DEPARTMENT  
 CITY OF SPOKANE, WASHINGTON

STANDARD  
 PLAN No.





\* BY OTHERS

NOTE:  
LOCATION OF SAMPLING STATION  
WILL BE DETERMINED BY COS WATER  
DEPARTMENT

WATER QUALITY  
SAMPLING STATION



**WATER & HYDRO SERVICES**  
CITY OF SPOKANE, WASHINGTON

DRAWN BY: ABM

DATE: 9/2017

SCALE: NO SCALE



**Agenda Sheet for City Council Meeting of:**  
11/06/2017

<b>Date Rec'd</b>	11/9/2016
<b>Clerk's File #</b>	ORD C35560
<b>Renews #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CRYSTAL 625-6369	<b>Project #</b>	
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0410 - CITYWIDE CIP ORDINANCE 2018-2023		

**Agenda Wording**

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2018-2023 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

**Summary (Background)**

City of Spokane's Spokane Municipal Code chapter 7.17 indicates the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. One Plan Commission workshop was held on September 13, 2017. A Plan Commission Hearing was held on October 11, 2017. The Citywide Capital Improvement Program was found to be consistent with the Comprehensive Plan. The Citywide Six-Year Capital Improvement Program can be viewed on line at [www.myspokanebudget.org](http://www.myspokanebudget.org).

<u>Fiscal Impact</u>		Grant related?	<u>Budget Account</u>	
		Public Works?	NO	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Select	\$		#	
<u>Approvals</u>		<u>Council Notifications</u>		
<u>Dept Head</u>	DUNIVANT, TIMOTHY		<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY		<u>Other</u>	Finance Committee
<u>Finance</u>	DUNIVANT, TIMOTHY		<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		kemiller@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		tdunivant@spokanecity.org	
<u>Additional Approvals</u>		Mayor's Cabinet		
<u>Purchasing</u>			jdclark@spokanecity.org	

## **ORDINANCE NO. C35560**

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2018 THROUGH 2023, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2018 through 2023) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 19, 2017 by Council Resolution 2017-0053, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 10, 2017, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 13, 2017; and

WHEREAS, after providing appropriate public notices, on October 11, 2017, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 3, 2017, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CIP. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2018-2023), as set forth in the attached Citywide Capital Improvement Program (2018-2023).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2018-2023).

Section 3. Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_.

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

\_\_\_\_\_  
Terri Pfister, City Clerk

Approved as to Form:

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

# **CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2018-2023 CITYWIDE CAPITAL IMPROVEMENT PROGRAM**

**A Recommendation of the City Plan Commission certifying that the 2018-2023 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.**

## **FINDINGS OF FACT:**

**A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").**

**B. The City's Comprehensive Plan is required to be consistent with the GMA.**

**C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.**

**D. The 2018-2023 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.**

**E. The City Plan Commission held one workshop on September 13, 2017, to obtain public comments on the 2018-2023 Six Year Citywide CIP.**

**F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2018-2023 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.**

## **CONCLUSIONS:**

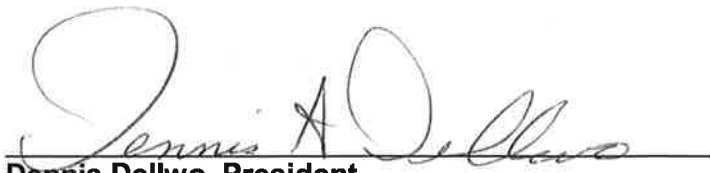
**A. The 2018-2023 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.**

**B. The 2018-2023 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.**

## **RECOMMENDATIONS:**

**A. The Spokane City Plan Commission is certifying that the 2018-2023 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.**

**B. By a vote of 7 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.**

A handwritten signature in black ink, appearing to read "Dennis Dellwo", written over a horizontal line.

**Dennis Dellwo, President  
Spokane Plan Commission**

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# Agenda Sheet for City Council Meeting of: 10/23/2017

<b>Date Rec'd</b>	10/10/2017
<b>Clerk's File #</b>	FIN 2017-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	CRYSTAL 625-6369 MARCHAND
<b>Contact E-Mail</b>	CMARCHAND@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	0410 - SET BUDGET HEARINGS

## **Agenda Wording**

Setting the hearings for review of the 2018 Proposed Budget beginning Monday, October 30, 2017 and continuing thereafter at the regular Council Meetings during the month of November.

## **Summary (Background)**

As part of the annual budget process, the City Council will hold public hearings on the proposed 2018 Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on October 30, 2017 and are currently scheduled to continue each Monday during the month of November. The Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<b><u>Approvals</u></b>	<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUNIVANT, TIMOTHY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b>
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	ODLE, MARI	tdunivant@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jdclark@spokanecity.org
<b><u>Additional Approvals</u></b>		cmarchand@spokanecity.org
<b><u>Purchasing</u></b>		