

## 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**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). 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.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. 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:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. 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.

c.Á 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.

d.Á 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.

e.Á 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.

f.Á 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.

2.Á 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.

3.Á 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.Á 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, FEBRUARY 5, 2018

### **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 CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**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

---

## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |  |         |                              |
|--|---------|------------------------------|
| 1. Five-year Contract with Bigbelly Solar, Inc., (Needham, MA) to provide networked solar compacting waste receptacle replacement for the City—one time payment of \$10,066.50 and \$71,293.20 annually. (Deferred from January 22, 2018, Agenda)<br><b>Alex Reynolds</b>            | Approve | OPR 2018-0028<br>BID 4417-17 |
| 2. Authorization to increase the administrative reserve on the contract with L & L Cargile, Inc., (Spokane Valley, WA) for Sprague Avenue Rebuild Phase I—increase of \$78,000 for a total administrative reserve of \$452,792.20 or 12% of the contract price.<br><b>Joel Graff</b> | Approve | PRO 2017-0011<br>ENG 2014080 |
| 3. Contract Renewal with Hyland Software, Inc., (Westlake, OH) for OnBase Software support for the City's document imaging system utilized by various departments from April 1, 2018 through March 31, 2019—estimated cost of \$66,635.67 (incl. tax).<br><b>Michael Sloon</b>       | Approve | OPR 2015-0013                |

- |   |                        |               |
|---|------------------------|---------------|
| 4. Contract Renewal with Structured Communications Systems, Inc. (Clackamas, OR) for Hardware and Software Maintenance Support of the Hitachi SAN system from February 1, 2018 through January 31, 2019—\$62,406.42 (incl. tax).<br><b>Michael Sloon</b>    | Approve                | OPR 2015-1109 |
| 5. Contract with Structured Communications Systems, Inc. (Clackamas, OR) for Veritas Support and NetBackup Annual Maintenance from February 1, 2018 through January 31, 2019—\$98,286.39 (incl. tax).<br><b>Michael Sloon</b>                               | Approve                | OPR 2012-1035 |
| 6. Report of the Mayor of pending:  | Approve &<br>Authorize |               |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Payments               | CPR 2018-0002 |
| b. Payroll claims of previously approved obligations through _____, 2018: \$_____.  |                        | CPR 2018-0003 |
| 7. City Council Meeting Minutes: _____, 2018.   | Approve<br>All         | CPR 2018-0013 |

---

## EXECUTIVE SESSION

(Closed Session of Council)

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

---

## CITY COUNCIL SESSION

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

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

---

## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

---

**COUNCIL COMMITTEE REPORTS**

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

---

**OPEN FORUM**

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

---

**LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35584 amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

**General Fund**

**FROM:** Unappropriated Reserves, \$110,000;

**TO:** Contractual Services, same amount.

(This action budgets funding to support the SSI/SSDI Outreach, Access, and Recovery program.)

**Council Member Kinnear**

## NO EMERGENCY ORDINANCES

### RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2018-0009 Approving settlement of Estate of Danny Cecil Jones, et al. v. City of Spokane, et al., USDC, EDW, Cause No. 16-CV-325-TOR—\$103,500.  
**Nathaniel Odle**
- RES 2018-0010 Expressing support for the City of Spokane's Public Development Authorities and providing for the consideration under the City's surplus property disposition process the transfer to the University District Public Development Authority of specified surplus City-owned property located in and near the University District or the proceeds from the sale of such property, as appropriate.  
**Council President Stuckart**
- RES 2018-0011 Approving the project for a complete rebuild of Wellesley Avenue, extending from Freya Street to Havana Street, to be adopted in the 2019-2024 Six-Year Comprehensive Street Program.  
**Council Member Fagan**

## NO FINAL READING ORDINANCES

### FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35580 Enhancing protections for historic structures and districts; repealing chapter 17D.040; enacting a new chapter 17D.100; amending sections 17G.010.210, 8.02.031, 8.02.065, and 3.01A.320; and enacting a new section 7.08.151 of the Spokane Municipal Code.  
**Council Member Kinnear**
- ORD C35581 Relating to itinerant vendor permits; adopting a new section 10.40.025 to chapter 10.40 of the Spokane Municipal Code.  
**Council Member Kinnear**
- ORD C35582 Relating to special event permits; adopting a new section 10.39.055 to chapter 10.39 of the Spokane Municipal Code.  
**Council Member Kinnear**
- ORD C35583 Relating to sidewalk café permits; adopting a new section 10.28.025 to chapter 10.28 of the Spokane Municipal Code.  
**Council Member Kinnear**

FURTHER ACTION DEFERRED

---

## NO SPECIAL CONSIDERATIONS

---

## **NO HEARINGS**

---

### **Motion to Approve Advance Agenda for February 5, 2018 (per Council Rule 2.1.2)**

---

## **OPEN FORUM (CONTINUED)**

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **ADJOURNMENT**

The February 05, 2018, Regular Legislative Session of the City Council is adjourned to February 12, 2018.

---

## **NOTES**



**Agenda Sheet for City Council Meeting of:**  
/ /2018

<u>Date Rec'd</u>	12/26/2017
<u>Clerk's File #</u>	OPR 2018-0028
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4417-17
<u>Requisition #</u>	2018

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	ALEX REYNOLDS 625-6147
<u>Contact E-Mail</u>	AREYNOLDS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0450 - DOWNTOWN SIDEWALK WASTE RECEPTACLE REPLACEMENT

Agenda Wording

Contract with Bigbelly Solar, Inc to provide networked solar compacting waste receptacle replacement for the City of Spokane.

Summary (Background)

The contract to be briefed is a leasing contract for the acquisition of the Bigbelly Solar, networked, waste collection system. This project is meant to increase the recycling intake by sidewalk receptacle stations, improve collections efficiency, coordinate visual aesthetic, and return capacity to the DSP.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ 5 year lease, annual amount of \$71,293.20 with one time costs of \$10,066.50	# 1200-58200-38148-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	AYARS, ALICIA	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	KEY, LISA	<b><u>Other</u></b>	PIES Committee - 12/11/17
<b><u>Finance</u></b>	DOVAL, MATTHEW	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	areynolds@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jmallahan@spokanecity.org	
<u>Additional Approvals</u>		sbishop@spokanecity.org	
<b><u>Purchasing</u></b>			



**Networked Solar Compacting Waste Receptacle Replacement, RFP No. 4417-1.**

4. **COMPENSATION / PAYMENT.**

Plus all applicable Washington state and local taxes Contractor will bill the City with an annual invoice to be paid in accordance with this entire Agreement. Any additional charges as outlined in this Agreement will be itemized and in writing to be paid under separate invoice in accordance with the entire Agreement.

5. **CONTRACT DOCUMENTS.**

6. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**

7. **FEES REIMBURSEMENT.**

Á





©@ÁÖæ ÊÖ Á ~æ!•Áæ áÁ{ ]||^••Áæ^Áæááæ } æ/•~!•á•Áæ ö }| Á æÖÁ•] ^&Á Á@Á  
Ô{ } dæd | Á^!çæ•Á Á^Á | çæ^áÁ } á!Á@ÁÔ{ } dædÁ  
Á Á

ÖÖ Ç&^ çæ!^supplementary Umbrella insuranceÁ ç!æ^Á{ àá^áÁ æÖÁ  
Ô{ } | æ^çÁÖ^!æ^Áæáæ /•~!æ &Á | æ Á ••öÁ^Áæ á á { Á ÁÆÆÆÆÆÆÆ  
á Á!á!Á Á ^Á@Á•~!æ &Á ç!æ^Áæ æ Á~ á^áÁ Á@ÁÔ{ } dædÁæ áÁ

Á  
ÔÖ Automobile Liability InsuranceÁ æÖÁ{ àá^áÁ á^!Áæ æÁ!Á@Á~ ææ } ö Á | ö  
|••Á@Á ÁÆÆÆÆÆÆÆæÖææ } ö Á! áá Á ö! Áæ áÁ | | ^!ç Áæ æ^Áæ & áá \* Á ç!æ^Á  
~!Á, }^áÆÖÁáá áÁ{ } Ê, }^áÁ^ÖÁ•Láæ áÁ

Á  
V@!^Á @Á!Á Áæ &||æ } Ê æ!æ&æ \*^Ê^á~ &æ } Á Áæ æ Á!Á ö } ö Á! Á^, Á@Á  
á~!æ &Á ç!æ^Á@Á æö^ çæç Á ÇÁæ Á! æ } Á | æ Á!{ Á@ÁÔ{ } dæd | Á!Á /•~!Á@Á  
ç Á@ÁÖæ ÊÖ Á çæ^ } &Á Á@Á•~!æ &Á ç!æ^Á@Á~ á^áÁ Á@Á ÇÆ!^ { } Ê@Á  
Ô{ } dæd | Á @Á! } á Ç&^ çæ!^Á! çææ•Á Á~!•~!æ &Á ÇÜÖÁ Á@ÁÖæ Áæ@Á Á^Á  
!^ç } •Á@Á á }^áÇÆ!^ { } çÁ@Á! çææ Á @Á! ^á Á@ÁÖæ Á Á | \ æ Á Áæ ááæ } æÁ  
Q~!^á^Á ^áææ Á! ÁÔ{ } •~!æ ç Á!çæ•Á } á!Á@Á ÇÆ!^ { } Ê Á! Áæ Áæ Á! Á@Á æç Á  
• @Áæ^Áæááæ } æ/•~!á•Êæ áÁ & á^áá } | æ Á! | æ Á } á | •^ { } • Ê@Á æç Á ÇÁæ Á  
&æ &||æ } Áæ^Áæ áÁ@Á^á~ &æ } Á!Á ö } ç } Á ç!ÁV@ÁÔ{ } dæd | Á @Á!Á Áæ æ ææ Á  
!• } | • æ Á! Á! Á! Á! ç } öÁ^á~ &æ!^Á~!•Ê~!•~!áÁ ö } • Êæ áá! Á! Ê~!•~!æ &Á!æ^áÁ  
æ Á | æ Á

Á  
16. SUBCONTRACTOR RESPONSIBILITY.

ÖÁV@ÁÔ{ } dæd | Á ••öÁ!æ Á• } | • æææ Á! æ!æ Á! Áæ@Áá•öÁ!Á^ à& } dæd | Êæ áÁÁ  
•~!æ } dæd | Á Áæ^ Á!Á@Á^•Á@!Á^ à& } dæd | Á ••öÁ!æ Á• } | • æææ Á! æ!æ Á!  
^æç Á! Á^ à& } dæd | Á ÊÁ!áææ } Á @Á! & á^Á@Áæç^ à& } dæd | Êæ@Á Á^ Á  
•~!æ } dæçÁ ç& ç } Ê Á^ Á@Á• } | • æææ Á! æ!æ Á! ç áÁ ÁÜÖY ÁÜÊ ÊÁ ÊÁV@Á  
!• } | • æææ Á! æ!æ Á! ç áÁ Á@Á~^•öÁ!Áæ Á! & { } ÊÁV@ÁÔ{ } dæd | Á @Á!  
á & á^Á@Áæ \* æ^Á Á@Á^á~ } Á Áæç Á! Á! Á^á~ à& } dæç Êæ áÁ @Á!Á~ áÁ  
^æç Á! Á^ à& } dæd | Á Á & á^Á@Áæ ^Áæ \* æ^Á Á@Á^á~ } Á Áæç Á@Á  
•~!æ } dæç Êæá• ç \* Á } | Á Á^Á•æ^Á@Á! •Á^áÁ!Á@Á } dæç \* Á æç ÊÁV{ } Á  
!~^•öÁ Á@ÁÖæ Ê@ÁÔ{ } dæd | Á @Á! | { } ç Á! | çæ^Á! & { } çæ } Á Á@ÁÖæ Á  
á! { } • dæç \* Á@Á@Á^ à& } dæd | Á Á^ Á@Á^ à& } dæd | Á• } | • æææ Á! æ!æ Á! |, ÊÁ  
V@Á~ á! { } • Á Á@Á^á~ } Á } | Á Á!Á^ à& } dæd | Á Á^ æá!••Á Á! ÊÁ

Á  
ÖÁÖÁ@Á Á! Á^ à& } dæçÁ ç& ç } Ê@ÁÔ{ } dæd | Á @Á!Á! Á@Áæç Á! Á! Á!  
•~!æ } dæd | Á Á^ Á@Á! |, á \* Áæá!Á• } | • æææ Á! æ!æ Á!

Á  
Á FÁPæ^Á!Á!^ öÁ! çææ Á! Á^ á dææ } /•~!æ { } | æ &Á æÖæ ç!Á! ÊÁ ÁÜÖY ÊÁ ÖÁ  
{ •öÁ^Á^ } /•~!æ Á~Á@Á@Á Á! Á^ à& } dæçÁæ Á^ à! æÁÁ

Á  
Á GÁPæ^Á!Á!^ öÁ æ ç \* ç } ÁV ááÁÖ• á••Á^ } çÁ ÁVÖÖ~ { á!Á

Á  
Á HÁGæ } | æ Á! ÊÇ^Á

Á  
æÁ ÁPæ^Á!Á!^ dæçÁ~!æ &Á | | Á! •öÁ { } • çæ } D& ç!æ^Á! Á@Á  
•~!æ } dæd | Á { } | | ^••Á | | á \* ÁV æ ç \* ç } ÊÁ Á~ á^áÁ Á!Á FÁÜÖY Á

Á  
àÁ ÖÁ æ ç \* ç } ÁÔ{ } | | ^ { } öÁ!æ ÁÖ] æç ^ } ö { á! ÊÁ Á~ á^áÁ Á!Á Á Á  
ÜÖY Á

Á





Đ

Á

**BIG BELLY SOLAR, INC.Á**

CITY OF SPOKANE

Á

Á

[illegible]

Á

Á

$V^j \wedge \hat{A} | \hat{U} | \hat{q} \otimes \hat{\alpha} \wedge \hat{A} \quad \hat{A} \quad \hat{A} \quad \hat{A}$

Á

Á

[illegible]

Á

Á

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1

Á

Á

Á

$\hat{A} \quad \hat{A}$

**Attachments that are part of this Contract**

Á

Òç@ããÁÉÁÔ[ } } ^&ÁÙ^|çæ^•ÁÖ\*|^^{ ^} ¢Á

Òç@ããÁÁÁÔ^|ããææ}ÁÛ^\*æãã\*ÁÔ^àæ{^}óÁ

Á





## EXHIBIT A CONNECT SERVICES AGREEMENT

Agreement No. 10117

CUSTOMER	Full Legal Name: City of Spokane		Legal Contact:	Elizabeth Schoedel
	Billing Address: City of Spokane W. 808 Spokane Falls Blvd 4 <sup>th</sup> Floor Spokane, WA 99201		Billing Contact:	Angela Cline
			Billing Phone:	509-625-6049
			Billing Email:	ACline@spokanecity.org
	Sales Tax Status:	<input type="checkbox"/> Exempt (Attach Certificate)	TIN or FEIN:	
		<input checked="" type="checkbox"/> Non-Exempt		
	Insurance:	<input checked="" type="checkbox"/> Self-Insured		
		<input type="checkbox"/> Insurance Certificate Attached		
	Shipping Address: 809 N Washington Street Spokane, WA 99201		Shipping Contact:	Alex Reynolds
			Shipping Phone:	509-625-6147
			Shipping Email:	areynolds@spokanecity.org

### Connect Service Schedule



#### System Software

- ACLEAN Management Console Licenses for Full Term
- ACLEAN Mobile Software Licenses for Full Term



#### Automated System Monitoring

- Automated System Diagnostics and Alerts



#### Equipment/Hardware

- Custom Configuration as Detailed Below



#### Cleaning and Inspection

- Annual Comprehensive Station Cleaning
- Annual 21-Point Station Inspection



#### Station Installation

- On-Site Installation for Stations



#### Warranty

- Hardware Parts Warranty for Full Term (includes battery)



#### Setup and Training

- ACLEAN Management Console Software Account Setup
- System Training & Onboarding



#### Customer Support

- Customer Support Hotline and Trained Field Service Professionals



#### Equipment/Hardware Configuration

22	HC5/SC5.5 Double Stations
21	HC5 Single Stations
43	Foot Pedals
43	Ash Trays & Stub-Out Plates

Service Fee: Total Annual System Cost	\$71,293.20
5 Boxes of HC5 Bags (Box of 50): One Time Fee	\$167.50

5 Boxes of SC5 Bags (Box of 100): One Time Fee	\$245.00
Shipping: One Time Fee	\$9,654.00

This Service Agreement (the “Agreement”), made and entered into as of \_\_\_\_\_ (the “Effective Date”), by and between the Customer identified above (“Customer”) and Big Belly Solar, Inc. (“Bigbelly”) a Delaware corporation located at 150 A Street, Suite 103, Needham, MA 02494, and incorporates herein by reference the attached Terms and Conditions. Bigbelly and Customer shall each be referred to herein as a “Party.” The initial term of this agreement shall be 60 Months (the “Initial Term”). The payment terms of this Agreement are annual in advance (“Payment Terms”). This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one instrument. Intending to be legally bound, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

CUSTOMER:  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

BIG BELLY SOLAR, INC.  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT A  
CONNECT SERVICE TERMS AND CONDITIONS

For purposes of this Attachment A, the ‘Agreement’ shall mean the Connect Service Agreement signed by the parties. The meaning of capitalized and undefined terms appearing in these Terms and Conditions shall be as set forth in the Agreement unless otherwise indicated herein.

1.0 Definitions

- 1.1 Service. The term “Service” means Connect by Bigbelly, including software, equipment, equipment delivery, installation, customer service and equipment maintenance, warranty for defective part replacement and repair, set up and training, and any other features, products or services provided as part of and included under the terms of this Agreement.
- 1.2 Equipment. The term “Equipment” means station hardware and accessories provided by Bigbelly to Customer for use with the Service.
- 1.3 Software. The term “Software” refers to CLEAN cloud-based software for use with mobile or desktop devices intended for use by Customer with the Service.

2.0 Term of Agreement

- 2.1 Term. The Term of this Agreement will commence on the date that all Equipment ordered pursuant to this Agreement has been delivered to the Customer and received at Customer’s receiving location. Upon expiration of the Term, this Agreement may be renewed by written agreement of the parties for an additional five (5) year term. As used herein, “Term” shall mean the Initial Term and any applicable Renewal Terms. Except to the extent otherwise provided herein, the Term is non-cancelable.
- 2.2 Non-Renewal. If Customer elects not to renew, Customer must provide written notice to Bigbelly at least three (3) months prior to the expiration of the current Term.

3.0 Fees Payable by Customer

- 3.1 Fees. In compensation for the Service described in this Agreement, Customer agrees to pay the Service Fee specified in the Service Schedule and any fees payable for additional customization and/or services. Fees shall become payable on the date by which all the Equipment ordered pursuant to this Agreement has been delivered to the Customer. Bigbelly shall submit invoices to Customer during the Term of this Agreement per the Payment Terms outlined in the Service Schedule and Customer shall pay each invoice on the date due. All payments shall be made by check or, at Customer’s option, may be automatically deposited to the account of Bigbelly as authorized by Customer by means of Customer submitting a signed Pre-authorization Payment Form (“PAF”) identical to the PAF attached hereto as Attachment B. Any failure by Bigbelly to provide an invoice in a timely manner shall not constitute a waiver of Customer’s payment obligations hereunder. However, the Parties recognize that the City requires a valid invoice prior to initiation of the payment process.. Late payments shall be subject to interest at the rate of twelve percent (12%) per annum.
- 3.2 Service Fee Prices. Service Fee Prices are guaranteed for the first twenty-four (24) months of Service. Thereafter, Service Fee Prices shall not increase over the amounts charged for the immediately preceding Term by more than the rate of inflation as reflected by the Consumer Price Index – Urban for all US Cities, unadjusted (“CPI-U”). Bigbelly will provide Customer at least 120 days prior notice of a price change.

4.0 Obligations of the Parties

4.1 Bigbelly’s Obligations

- (A) Equipment. Bigbelly will supply the Equipment identified in the Service Schedule on a rental basis to Customer for the Term of the Agreement. The Equipment will be either new and/or Bigbelly refurbished equipment.
- (B) System Software. The CLEAN Software License Agreement includes communication services and access to the CLEAN Management Console and CLEAN Mobile. Customer’s use of

the Software is subject to the CLEAN™ Software License Agreement.

(C) Equipment Delivery. Bigbelly will deliver the Equipment at Customer's expense to Customer's receiving dock or to a location mutually agreed upon by the parties before the shipment. Bigbelly hereby warrants that its Equipment is:

(a) Good and merchantable, (b) free from defects and malfunctions, (c) free of liens, security interests or other encumbrances, (d) complies with all applicable laws, rules, regulations, and orders, and (e) is fit for the purpose for which the Equipment is intended.

(D) Station Installation. Bigbelly Equipment will be installed at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the parties.

(E) Setup and Training. Bigbelly shall, at its expense, provide Customer Equipment and Software setup and training. The parties shall agree upon the location and method of training.

(F) Warranty - Defective Part Replacement and Repair. Replacement parts required due to manufacturer defects or workmanship will be provided by Bigbelly at no cost to Customer. Replacement parts provided by Bigbelly shall be in new condition. All other repairs and part replacements, including but not limited to, repairs or replacements required as a result of external trauma or damage (including but not limited to vehicle strikes or vandalism) are specifically excluded and must be repaired or replaced at Customer's expense. Custom add-ons including vinyl wraps purchased by Customer are not covered by this warranty and repair and replacement shall be at Customer's expense, unless the damage is caused by Bigbelly or its employees, subcontractors or representatives, in which case any repair or replacement will be at Bigbelly's expense.

(G) Customer Support and Equipment Maintenance. Except for losses described in Section 5.2 below, Bigbelly will support the Customer in the maintenance of the Equipment at its sole discretion and expense in order to optimize up time. Technical Customer Support is available Monday through Friday, 7am to 6 pm EST to guide Customer in troubleshooting, repair and replacement efforts and to assist with parts ordering. In addition, Bigbelly maintains a network of trained Field Service professionals available for dispatch upon Customer request to investigate and resolve issues in the field.

Equipment batteries will be provided at no cost to Customer during the Term of the Agreement as needed, but no less frequently than necessary for the normal operation of the Equipment. If station operating conditions change such that insufficient sunlight is available for normal station operations (for example, Customer moves station into storage and fails to switch off station or places station under awning), and as a result the equipment battery fails prematurely, battery will be replaced at Customer expense.

(H) Removal. Upon termination, Bigbelly will de-install and remove the Equipment at Customer's expense, which amount shall not exceed \$600.00 per station (covering the cost of labor, packaging, freight/shipping, disposal, etc). Equipment so removed shall be in operational condition and free of any damage for which Customer is responsible pursuant to Section 5.2 below.

(I) Subcontractor Services. Bigbelly may contract with third parties to provide the Service.

#### 4.2 Customer's Obligations

(A) Customer Information & Access. Customer agrees that Bigbelly's ability to perform the Service under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by this Agreement shall be extended in the event that Customer fails to provide such information and/or access in a timely manner.

(B) Shipping. Customer agrees to pay for shipping expenses and to provide an appropriate facility that can receive, inspect and stage all Bigbelly Equipment until the Equipment is installed.

(C) Site Preparation. Customer agrees to provide a poured concrete pad if the intended installation

surface does not meet Bigbelly specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.

(D) Operational Safety. Customer agrees to provide immediate notice to Bigbelly with respect to any damage or other event which causes the Equipment to pose a public safety issue or create unsafe operating conditions and Customer shall take prompt action if necessary, to eliminate such public or operator safety issues. Customer will promptly service or secure any Equipment that Customer has identified as causing a public safety issue or creating unsafe operating conditions. If after applying reasonable effort, Customer cannot resolve the issue, Customer will contact Bigbelly Customer Service and Bigbelly will resolve the issue at Bigbelly's expense, unless unsafe operating condition is due to losses described in Section 5.2.

(E) Automated System Monitoring & Customer Support Escalation - Customer will respond to routine maintenance and repair issues they observe or are notified of via automated CLEAN alerts. Customer will use reasonable efforts to promptly resolve issues and may contact Bigbelly Customer Service to receive troubleshooting assistance and instructions for proper repair. If a replacement part is needed to resolve the issue, Customer will contact Bigbelly Customer Service to request a part(s). If Customer reasonable efforts do not resolve the issue, Customer should contact Bigbelly Customer Service.

If Bigbelly Field Service is dispatched and Bigbelly determines the issue is due to failure of Customer to provide reasonable effort, to Customer error, or to damage as described in Section 5.2 below, Bigbelly reserves the right to bill Customer for incurred expense in accordance with this Agreement. Furthermore, if a replacement part is provided and Bigbelly determines that the original part failed due to misuse or abuse, Customer is responsible for replacement cost per Section 5.2 below.

(F) Cleaning & Inspection – Up to five (5) cleaning and inspection visits from Bigbelly are included during the Term of this Agreement. One cleaning and inspection visit per every 12-month period shall be made available upon request at no cost to Customer. Customer will use best efforts to maintain general cleanliness of Equipment throughout the contract Term. If, after applying best effort to maintain Equipment cleanliness, Customer finds equipment needs an additional cleaning and inspection visit, Customer may contact Bigbelly Customer Support to request a cleaning and inspection visit. Additional cleaning and inspection visits that are not included in the terms of this Agreement will be at Customer's expense.

(G) Insurance. This Section 4.2(G) shall not be applicable if Customer has provided evidence of self-insurance acceptable to Bigbelly and maintains such self-insurance in full force and effect. During the Term of this Agreement, Customer will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost thereof, with deductible not to exceed \$15,000.00 and without co-insurance. Customer will also maintain for the Term of this Agreement, commercial general liability insurance covering both bodily injury and property damage of at least \$1,000,000 per occurrence/\$2,000,000 annual aggregate. Bigbelly and its assigns will be named as loss payee on the Property insurance and additional insured on General Liability insurance. Customer will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to Bigbelly. If Customer does not provide such insurance, it agrees that Bigbelly has the right, but not the obligation, to obtain insurance against theft and physical damage and add an insurance fee to the amount due from Customer, upon which Bigbelly may make a profit.

(H) Equipment Relocation. Within five (5) business days following relocation of any Equipment, Customer shall notify Bigbelly in writing of the specific location of such Equipment.

## 5.0 Equipment Rental Terms and Conditions

### 5.1 Title To and Use of Equipment

- (A) ~~Á~~Title. As further set forth in Section 6.4 below, Bigbelly is and will at all times be the sole owner of the Equipment. Customer shall not acquire any title or interest, legal or equitable, in the Equipment, other than the use rights set forth in this Agreement. In the event this Agreement is deemed to be disguised sale, Customer hereby grants to Bigbelly a security interest in the Equipment (and all accessions thereto and substitutions therefore) and the proceeds thereof.
- (B) ~~Á~~Use of Equipment. Customer shall not use the Equipment for other than intended purposes. Customer shall ensure safe operation of the Equipment by trained personnel. Customer shall comply with all Bigbelly and governmental guidelines, laws, rules, regulations and ordinances applicable to the use and operation of the Equipment, which rules shall be provided to and accessible to Customer.
- (C) ~~Á~~No Pledge. Customer shall not pledge, lend, create a security interest in or permit any lien to attach to the Equipment or any part thereof or attempt in any other manner to dispose the Equipment.
- (D) ~~Á~~No Attachments. Customer represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Customer shall give Bigbelly immediate notice of any such attachment or other judicial process affecting the Equipment and shall immediately take all action necessary to remove such attachment and terminate the effect of such judicial process on the Equipment.
- (E) ~~Á~~Equipment Inspection Rights. Bigbelly and its agents shall have the right to enter any premises where Equipment is located to inspect such Equipment at any time with reasonable advance written notice to Customer.

5.2~~Á~~ Risk of Loss. From the time of delivery of Equipment by Bigbelly to Customer until the Equipment is removed by Bigbelly, Customer will bear the entire risk of whole or partial loss, theft, destruction or damage to the Equipment resulting from any causes other than Bigbelly's or its employees' or contractors' agents' actions or omissions with respect to the Equipment or defects, flaws or malfunctions in the Equipment, or requisition of the Equipment by any governmental entity, or expropriation or the taking of the Equipment by eminent domain or otherwise (collectively, "Loss"). Customer will give Bigbelly written notice within 10 days of any Loss ("Loss Notice"). If any Equipment is damaged but can be economically repaired, Customer will immediately have the Equipment restored to good working order and condition by Bigbelly at Customer's expense and Customer agrees to immediately pay, on demand, all costs and expenses incurred in connection therewith. Upon the occurrence of any other kind of Loss or if the Equipment is not economically repairable, Customer will, upon Bigbelly's demand, pay Bigbelly the replacement cost of the Equipment as solely determined by Bigbelly.

## 6.0~~Á~~ General Terms and Conditions

- 6.1~~Á~~ Taxes and Other Charges. Customer is responsible for all applicable taxes (including sales, use and personal property tax), fees, and assessments (collectively, "Taxes") that may be imposed by any governmental entity or taxing authority within Washington state, in connection with this Agreement or the Equipment or any amount due hereunder. Customer will reimburse Bigbelly (or pay directly to the applicable taxing authority if instructed in writing by Bigbelly) for all such Taxes except to the extent Customer is tax-exempt and has delivered to Bigbelly a valid and current tax exemption certificate as reasonably determined by Bigbelly.
- 6.2~~Á~~ Service. Customer agrees that during the Term of the Agreement, it shall keep in effect the Service as defined in the Agreement. Unless otherwise agreed in a written amendment to this Agreement, Bigbelly or its subcontractors shall be the sole and exclusive suppliers of the Service.
- 6.3~~Á~~ Additions and Modifications of Equipment. Unless otherwise expressly agreed by an officer of Bigbelly in writing, Customer shall not make any additions, alterations or modifications to the Equipment. Customer shall not remove, cover or damage any Bigbelly logos or other identification markings on the Equipment.
- 6.4~~Á~~ Ownership Rights. The Equipment and Software contain intellectual property including but not limited to patented and unpatented inventions, trade secrets, know-how, and copyrights all of which is

owned and will continue to be owned exclusively by Bigbelly and/or its licensors and Customer will obtain no rights thereto other than the limited rights of use under this Agreement. Customer acknowledges and agrees that all technology, materials, hardware, software, content and data of which the Equipment and Software is comprised or which is otherwise contained within or attached to, generated, collected or processed by the Equipment and/or Software is the sole and exclusive property of Bigbelly. Bigbelly hereby grants Customer a royalty-free, non-exclusive, fully paid up right and license to use the Equipment, the Software, and any intellectual property rights therein as necessary for Customer and its contractors to use the Equipment and Bigbelly Service consistent with the terms and conditions of the Agreement and these Terms and Conditions. Bigbelly reserves the right, at its sole cost and expense and subject to applicable governmental guidelines, laws, rules, regulations and ordinances, at any time upon notice to Customer, to enhance or otherwise modify the Equipment and/or Software made available to Customer under this Agreement, including but not limited to enhancements or modifications for the purpose of implementing Wi-Fi network capability to the Equipment, instituting mechanisms for data collection, processing and analysis. Bigbelly retains all media rights associated with signage, and Customer agrees not to post signage and/or advertisements on the Equipment without written approval by Bigbelly. For avoidance of doubt, this does not prohibit customer from displaying messages solely on behalf of customer such as public service messages.

6.5 Termination

- (A) Effect of Termination. Except as provided for in Sections 6.6 and 6.15 below, any termination of the Agreement by Customer, with or without cause, shall not relieve Customer of its obligations to make any and all payments due under this Agreement.
- (B) Post Termination Duties / Surrender of Equipment. Upon the expiration or earlier termination or cancellation of the Agreement, Bigbelly shall remove the Equipment as described in Section 4.1 (H) above.

6.6 Default; Dispute Settlement; Governing Law

- (A) Definition of Default. The term "Default" means any of the following events: (i) Customer fails to make any payment required under this Agreement within ten days after the same shall have become due; (ii) Customer or Bigbelly fails to perform any other obligation under this Agreement and such non-performance is not cured within thirty (30) days following notice or Customer fails to provide insurance as required under this Agreement; (iii) Customer defaults under any other Agreement with Bigbelly (iv) Customer or Bigbelly becomes insolvent or makes an assignment for the benefit of its creditors; (v) a receiver, trustee, conservator or liquidator of Customer or Bigbelly of all or a substantial part of such party's assets is appointed with or without the application or consent of such party; (vi) a petition is filed by or against Customer or Bigbelly under any bankruptcy, insolvency or similar law; (vii) any warranty or representation made by either party herein proves to have been false or misleading when made; or, (viii) there is a material adverse change in Customer's financial condition.
- (B) Default by Customer. Upon the occurrence of a Default by Customer, Bigbelly may do one or more of the following as Bigbelly in its sole discretion shall elect: (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance by Customer of the Agreement or to recover damages for the breach thereof; (ii) cause Customer, at its expense, to promptly return the Equipment to Bigbelly at such place as Bigbelly designates in writing; (iii) by notice in writing to Customer, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) enter upon, or instruct its agents or assigns to enter upon, the premises of Customer or other premises where any Equipment may be located and take possession of and remove all or any portion of such Equipment without liability to Customer by reason of such entry or taking possession; (v) require Customer to pay to Bigbelly immediately upon demand, in addition to all amounts then due under this Agreement, liquidated damages in the amount of the greater of (A) eighty percent (80%) of the remaining Service fees to become due during the Initial Term or (B) one year of Service fees, which amount, owing to the acknowledged difficulty in establishing a value for the unexpired Initial Term, the parties agree represents an agreed upon reasonable measure of damages and is not to be deemed a forfeiture or penalty; (vi) charge Customer interest on all monies due Bigbelly at the

rate of twelve percent (12%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; (vii) collect from Customer all expenses incurred by Bigbelly in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (viii) exercise any other right or remedy available to Bigbelly under applicable law.

(C) Default by Bigbelly. Upon the occurrence of a Bigbelly Default, Customer may do one or more of the following as Customer in its sole discretion shall elect; (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance of the Agreement or recover damages for the breach thereof; (ii) cause Bigbelly, at its expense, to promptly collect the Equipment; (iii) by notice in writing to Bigbelly, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) collect from Bigbelly all expenses incurred by Customer in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (v) exercise any other right or remedy available to Customer under applicable law.

(D) Dispute Settlement. In the event of any dispute arising due to a Default or with respect to the terms of the Agreement or obligations of the parties, the parties agree to discuss the dispute in an attempt to amicably resolve such dispute within 30 days of the date of a written notice of such dispute by one party to the other. Failing any such resolution, either party will be free to seek remedy through a court of competent jurisdiction.

(E) Continuation of Obligations. The occurrence of a dispute under or relating to the Agreement shall not relieve Bigbelly of, or change in any way, Bigbelly's obligation to provide the Service in accordance with the terms of the Agreement nor shall the occurrence of a dispute under or relating to the Agreement relieve Customer of its obligations to make any and all payments described in the Agreement, including the Attachments.

(F) Governing Law. The Agreement including the Attachments shall be interpreted under the laws of the courts of the State of Washington, without regard to principles of conflicts of law or the United Nations Convention on the International Sale of Goods. Each party consents to the personal jurisdiction of federal and state courts located in Spokane, Washington. Customer agrees that service of process in any action or proceeding may be duly affected upon Customer in accordance with applicable rules of civil procedure. EXCEPT AS PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE EQUIPMENT.

6.7 Assignment. Customer may not assign this Agreement or any rights hereunder, or sublease or lend any Equipment without the prior written consent of Bigbelly. No assignment or sublease shall relieve Customer of its obligations hereunder and Customer shall remain primarily liable for such obligations. Any sale, assignment, transfer, encumbrance, delegation, or sublease by Customer not consented to by Bigbelly shall be void ab initio. Bigbelly may at any time assign to any person (an "Assignee") any interest in this Agreement in part or in whole or grant security interests in the Equipment and/or the Bigbelly's rights hereunder. In such event, all the provisions of this Agreement for the benefit of Bigbelly shall inure to the benefit of and be exercised by or on behalf of such Assignee, but the Assignee shall not be liable for or be required to perform any of Bigbelly's obligations to Customer and Bigbelly shall retain such obligations. Customer acknowledges that any such assignment shall not materially change Customer's duties or obligations hereunder. Subject to the foregoing, the Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

6.8 Relationship of Parties. Bigbelly and Customer are each independent entities and the relationship between Bigbelly and Customer under the Agreement is not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship. Bigbelly has no authority to make any promise, commitment or agreement on Customer's behalf, and Bigbelly will not represent to anyone that it does have such authority.

6.9 Notices. Each notice provided for in the Agreement shall be given in writing and become effective when:

(A) Served by personal delivery to the recipient's Legal Department or Contract Administrator;

Customer:	City of Spokane	BIG BELLY SOLAR, INC.:
Name:	Scott Windsor	Jeff Wakely
Title:	Director	CFO
Address:	Solid Waste Collection Dept N. 915 Nelson Spokane, WA 99202	150 A Street, Suite 103 Needham, MA 02494

With a copy to:

City Attorney's Office  
City of Spokane  
808 W. Spokane Falls Blvd  
Spokane, WA 99201

(B) Deposited, postage prepaid in the United States registered or certified mails addressed to the recipient's Legal Department or Contract Administrator;

(C) Dispatched to the recipient's Legal Department or Contract Administrator via overnight mail using UPS, Federal Express or similar carrier; or,

(D) Sent to recipient's Legal Department or Contract Administrator: via facsimile or other electronic means if delivery does not require a signature or other confirmation of delivery.

6.10 Force Majeure. Any delay or failure of either party to perform its obligations (other than payment obligations) shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Raw material or labor shortages are not force majeure events. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.

6.11 No Warranties. Customer hereby acknowledges that it has not entered into the Agreement including the Attachments in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth therein.

6.12 Use of Trade Names and Trademarks. Neither party may use the trade name, service mark, logo or trademark of the other party for any purpose without previous permission in writing from the other party.

6.13 Damages. Unless otherwise provided in the Agreement, in no event shall either party, or its affiliates, shareholders, officers, directors, employees, agents, or representatives, or assigns be liable for lost revenue, lost profits, incidental, indirect or consequential damages, resulting from any aspect of the Service provided in connection with this Agreement. Bigbelly's maximum aggregate liability to Customer in relation to or in connection with the Agreement will be limited to the total amount paid by Customer to Bigbelly under the Agreement.

6.14 Injunctive Relief. If there is a breach or threat of a breach of the terms of the Agreement, the parties agree that compensation alone would not be an adequate remedy for the harm suffered by the non-breaching party, which harm would be immediate and irreparable. Therefore, if there is a breach or threatened breach, then the non-breaching party shall be entitled to seek injunctive relief to stop the breach or threatened breach. The rights and obligations of the parties under this provision survive the termination, cancellation, or expiration of the Agreement.

6.15 Fiscal Funding. This Section 6.15 is effective only if Customer is a governmental entity, agency or authority. Customer hereby represents and warrants to Bigbelly that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as

defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"); (b) If Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (c) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Bigbelly, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (d) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (e) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (f) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; and (g) The Customer shall comply at all times with all applicable requirements of the Code. If sufficient funds are not appropriated to make contracted payments under the Agreement ("Payments"), the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Bigbelly. If Customer fails to deliver possession of the Equipment to Bigbelly, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Bigbelly as a result of Customer's failure to deliver possession as required. Customer shall notify Bigbelly in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

- 6.16 Entire Agreement. The Agreement including the Attachments constitute the entire agreement between the parties regarding its subject matter and supersede all prior agreements, oral and written, negotiations, commitments and writings, and may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party. Any purchase order or other ordering document issued by Customer is for administrative purposes only and does not form part of this Agreement. If there is an inconsistency between or among the documents listed below, then the following order of precedence shall govern:

- (a) Public Works Contract – Downtown Sidewalk Waste Receptacle Replacement (Agreement)
- (b) Exhibit A – Connect Service Agreement (including Attachments A-E)
- (b) Exhibit B

- 6.17 Amendment; Modification; Waiver. No modification, amendment, waiver or release of any provision of the Agreement or any right, obligation, claim or cause of action arising under the Agreement shall be valid or binding unless in writing and duly executed by both Parties. No waiver by either party of any breach, or the failure of either party to enforce any of the terms and conditions of the Agreement, shall affect, limit or waive that party's right to enforce and compel compliance with all terms and conditions of the Agreement or to terminate the Agreement as permitted by its terms. Any provision of this Agreement which for any reason may be held unenforceable in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any one jurisdiction shall not render such provision unenforceable in any other jurisdiction. This Agreement may be executed in any number of counterparts and by different parties hereto or thereto on separate counterparts, each of which, when so executed and

delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument.

End of Attachment A.

ATTACHMENT B  
ACCOUNTS PAYABLE VENDOR ACH ENROLLMENT FORM

**Accounts Payable Vendor ACH Enrollment Form**

Company Name \_\_\_\_\_ (“Company”) and the City of Spokane (“City”) enter into this ACH Origination “Agreement” on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Company hereby authorizes the City to initiate credit entries to our checking account indicated below and the financial institution named below in order to facilitate deposit of invoice transaction payments on behalf of the Company.

BANK NAME \_\_\_\_\_

ROUTING/ABA# \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

This authorization may be revoked by either the City or the Company without cause provided the City has received written notification from the Company of its termination in such time and in such manner as to afford City and Depository a reasonable opportunity to act on it. The City is not responsible for returned entries due to incorrect account or ABA routing numbers.

The Company agrees that the City may initiate debit entries to its account for corrections and adjustments in the event of erroneous transactions to the Company’s account.

PRINTED NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

**PLEASE ATTACH COPY OF VOIDED CHECK IF POSSIBLE**

**IT IS IMPORTANT THAT YOU PROVIDE AN E-MAIL ADDRESS SO THAT NOTIFICATION CAN BE SENT TO YOU REGARDING PAYMENTS BEING MADE TO YOUR ACCOUNT**

Company ACH contact Telephone number \_\_\_\_\_

Company ACH confirmation email addresses  
(Confirmations may be sent to multiple people) \_\_\_\_\_

This section for City of Spokane use only

ACH Record Setup \_\_\_\_\_

Date \_\_\_\_\_

Employee \_\_\_\_\_

**Please return the completed form to the email address, FAX or business address above.**

ATTACHMENT C  
REPLACEMENT COST SCHEDULE

<b>QTY</b>	<b>ITEM</b>	<b>EXTENDED PRICE (USD\$)</b>
1	HC5 SGL w/ Ash Tray, Stub Out Plates and Foot Pedal	\$4,433.00
1	HC5/SC5.5 DBL w/ Ash Tray, Stub Out Plates and Foot Pedal	\$6,112.00

All pricing in this Attachment C is provided as an estimate only and is subject to change at the time the order is placed based on current list pricing in effect. Shipping costs and applicable taxes are not included in the above stated pricing and will be calculated at the time of order.

ATTACHMENT D  
SPARE PARTS PRICING SCHEDULE

Item	Description	Direct (USD\$)
KITBB50032	Hopper Assembly: Trash	\$ 225.00
KITBB50036	Hopper Handle Replacement Kit (Size T45 Screws)	\$ 59.95
KITBB50043	Solar Bubble	\$ 135.00
KITBB50054	Front Door Kit (BB)	\$ 395.00
KITBB50058	Rear Skin Trash	\$ 145.00
KITBB50062	Replacement BB5 Front Door Lock	\$ 49.95
KITBB50066	Side Skin	\$ 145.00

All pricing in this Attachment D is provided as an estimate only and is subject to change at the time the order is placed based on current list pricing in effect. Shipping costs and applicable taxes are not included in the above stated pricing and will be calculated at the time of order.

## ATTACHMENT E

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
  5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

Á

Á

HC

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

02/05/2018

<u>Date Rec'd</u>	1/22/2018
<u>Clerk's File #</u>	PRO 2017-0011
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2014080
<u>Bid #</u>	
<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 - L & L CARGILE ADMIN RESERVE INCREASE

**Agenda Wording**

Authorization to increase the administrative reserve on the contract with L & L Cargile, Inc., for Sprague Avenue Rebuild Phase I - for an increase of \$78,000.00 for a total administrative reserve of \$452,792.20 or 12% of the contract price. (East Central Neighborhood)

**Summary (Background)**

During Construction there were three large changes that exhausted the administrative reserve. Therefore, it will be necessary to increase the administrative reserve an additional \$78,000.00 or 2%.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 78,000	# 3200 95103 95300 56501 99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 1/22/18
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	Engineering Admin	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	publicworksaccounting@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
<b><u>Purchasing</u></b>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jgraff@spokanecity.org	

## Briefing Paper (PIES Committee)

<b>Division &amp; Department:</b>	Engineering Services
<b>Subject:</b>	Sprague Administrative Reserve Increase
<b>Date:</b>	1/22/18
<b>Contact (email &amp; phone):</b>	Joel Graff, <a href="mailto:jgraff@spokanecity.org">jgraff@spokanecity.org</a> , 625-7757
<b>City Council Sponsor:</b>	CM Beggs
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.
<b>Background/History:</b> <i>Engineering Project #2014080 - Sprague Avenue Phase 1 from Helena to Stone, was a 2017 integrated road project in the East Central neighborhood. During construction there were three large changes that exhausted the administrative reserve: conduit and power services for STA HPT stops, purchase of mobile light plants, and the expansion of the focus area. An additional \$78,000 is needed to close out the project and execute final payment. An agreement is in place with STA for the reimbursement of approximately \$106,000 for the additional work related to the HPT stops. Following reimbursement, the project will be within the Administrative Reserve.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• <i>STA requested the City's contractor provide the trenching and installation of the conduits and power supply needed for the HPT stops. This was originally to be done by a separate contractor, but was agreed to be more efficient if done at the time the Contractors' crews were on site. The costs of said improvements are estimated at \$106,000, and an agreement is in place for STA to reimburse the City for these costs.</i></li> <li>• <i>Needing temporary light plants for safety on the job site while street lights were under construction, the City requested the purchase of portable light plants that we have taken ownership of for future projects at a cost of \$76,521.68.</i></li> <li>• <i>After removing sidewalk for curb ramps and driveway aprons outside the focus areas, an opportunity was identified to expand the focus area improvements to the perimeter blocks to create a more cohesive finished product. The approximate total cost of the expansion is \$125,000; \$65,000 for curbs and walks, \$30,000 for additional irrigation, and \$25,000 for addition trees and plants.</i></li> <li>• <i>Payments have been issue to date of \$4,019,963. The authorized budget with administrative reserve is \$4,122,714.20</i></li> <li>• <i>An additional \$78,000 is being requested to final the project.</i></li> <li>• <i>STA will reimburse the City for their costs above, ~\$106,000</i></li> <li>• <i>The reimbursement from STA will ultimately bring the final project cost back within the original budget</i></li> </ul>	

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☐ No ☐ N/A

Specify changes required:

Known challenges/barriers:

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

02/05/2018

<u>Date Rec'd</u>	1/23/2018
<u>Clerk's File #</u>	OPR 2015-0013
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR18897

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICESÁ
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 - HYLAND ONBASE SUPPORT 2018

**Agenda Wording**

Contract with Hyland Software, Inc. (Westlake, OH) for OnBase Software support of the City's document imaging system. April 1, 2018 - March 31, 2019. \$66,635.67 including tax.

**Summary (Background)**

Hyland Software supports the City's OnBase document imaging system which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 66,635.67 inc. tax	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Fin Com - 1/29/18
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	
		mbertelsen@atabankimx.com; halle.lindberg@hyland.com	

## Briefing Paper (Finance and Technology Committee)

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Hyland Software, Inc. Annual Maintenance
<b>Date:</b>	January 29, 2018
<b>Contact (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Technology Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – OnBase Annual Software Support
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	March 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Hyland Software supports the City's OnBase document imaging system which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>•Á Requesting \$66,635.67 including tax for the renewal of this contract.</li> <li>•Á 2017 contracted amount was \$68,652.05</li> <li>•Á Utilizes budget account # 5300-73300-18850-54820</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy?

☐

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:



Hyland Software, Inc.  
28500 Clemens Road  
Westlake, OH 44145  
United States of America

**MAINTENANCE INVOICE**

LE01-020483

**BILL TO** City of Spokane, WA  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
United States of America

**SHIP TO** City of Spokane, WA  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
United States of America

<b>INVOICE DATE</b>	01/11/2018
<b>PO NUMBER</b>	
<b>CONTRACT NUMBER</b>	
<b>DUE DATE</b>	03/31/2018
<b>FEDERAL TAX ID</b>	34-1699247
<b>BILL TO CUSTOMER NO.</b>	10294

<b>Customer No.</b>	<b>Customer Name</b>	<b>OnBase Version</b>	<b>Salesperson</b>
10294	City of Spokane, WA	17.0.0	

*Maintenance Period:* 04/01/2018 - 03/31/2019

	<b>Product Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	AEMPI2	Enterprise Application Enabler Maintenance	1	8,060.45	8,060.45
2	CTMPC1	Concurrent Client (1-100) Maintenance	5	225.69	1,128.45
3	CTMPC1	Concurrent Client (1-100) Maintenance	61	225.69	13,767.09
4	DIMPW2	Production Document Imaging (Kofax or Twain) (2+) Maintenance	1	483.63	483.63
5	DIMPW2	Production Document Imaging (Kofax or Twain) (2+) Maintenance	1	483.63	483.63
6	DMMPI1	EDM Services Maintenance	1	806.05	806.05
7	DPMPW1	Document Import Processor Maintenance	1	806.05	806.05
8	DSMPI1	Distributed Disk Services Maintenance	1	806.05	806.05
9	DXMPI1	Integration for DocuSign eSignature Maintenance	1	2,418.14	2,418.14
10	IDMPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL Maintenance	1	48.36	48.36
11	IDMPI1	Full-Text Indexing Server for Autonomy IDOL Maintenance	1	1,612.09	1,612.09
12	AGMPI1	Integration for ESRI ArcGIS Desktop Maintenance	1	1,128.46	1,128.46
13	ISMPW1	Production Document Imaging (ISIS or TWAIN) (1) Maintenance	1	1,000.00	1,000.00
14	ISMPW2	Production Document Imaging (ISIS or TWAIN) (2+) Maintenance	6	400.00	2,400.00
15	OBMPW1	Multi-User Server Maintenance	1	1,289.67	1,289.67
16	OCMPW1	Batch OCR Maintenance	1	241.81	241.81
17	OMMPW1-IPAD	Mobile Access for iPad Maintenance	1	806.05	806.05

This proforma invoice is for maintenance fees which cover technical support and the latest upgrades and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email [maintenance@onbase.com](mailto:maintenance@onbase.com). To continue maintenance coverage, please process this invoice for payment.

\*A 10% reinstatement fee will be charged for maintenance fees received more than 30 days after the due date.



Hyland Software, Inc.  
28500 Clemens Road  
Westlake, OH 44145  
United States of America

## MAINTENANCE INVOICE

LE01-020483

	Product Code	Description	Quantity	Unit Price	Extended Price
18	PDFMPI1	PDF Framework Maintenance	1	483.63	483.63
19	PRMPI1	Physical Records Management Maintenance	1	2,418.14	2,418.14
20	PTMPC1	Virtual Print Driver Maintenance	1	806.05	806.05
21	STMPI1	StatusView Maintenance	1	0.00	0.00
22	UFMPI1	Unity Forms Maintenance	1	0.00	0.00
23	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	5	241.81	1,209.05
24	UIMPI1	Unity Integration Toolkit Maintenance	1	1,612.09	1,612.09
25	UNMPI1	Unity Client Server Maintenance	1	1,612.09	1,612.09
26	VLMP1	WorkView Concurrent Client SL (1-20) Maintenance	3	241.81	725.43
27	WLMP1	Workflow Concurrent Client SL (1-20) Maintenance	20	354.66	7,093.20
28	WLMP2	Workflow Concurrent Client SL (21-50) Maintenance	1	290.18	290.18
29	WTMPI1-AS	Conversion From Microsoft Office To Image Framework (Aspose) Maintenance	1	483.63	483.63
30	WTMPW1	Web Server Maintenance	1	1,612.09	1,612.09
31	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	1	241.81	241.81
32	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	1	241.81	241.81
33	APMPQ3	Query API (Initial 500 queries/hour) (OnBase Unity/Core) Maintenance	1	1,612.09	1,612.09
34	CLMPW1	COLD/ERM Maintenance	1	1,612.09	1,612.09
35	CMMP1	Configuration Migration Utility Maintenance	1	0.00	0.00
36	CTMPC1	Concurrent Client (1-100) Maintenance	1	225.69	225.69

### Electronic Remittance Information

Mail Checks to:  
Hyland Software, Inc.  
28500 Clemens Rd  
Westlake, OH 44145

#### Wire Transfer:

Swift Code: KEYBUS33  
Routing No: 041001039  
Account No: 359681326518  
Account Name: Hyland Software, Inc.

Subtotal	59,565.05 USD
----------	---------------

Tax	5,241.73 USD
-----	--------------

<b>Total Invoice Amount</b>	<b>64,806.78 USD</b>
-----------------------------	----------------------

<b>Balance Due</b>	<b>64,806.78 USD</b>
--------------------	----------------------

For billing inquiries, please call 440-788-5045 and select Option 1 for Accounts Receivable or email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com).

This proforma invoice is for maintenance fees which cover technical support and the latest upgrades and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email [maintenance@onbase.com](mailto:maintenance@onbase.com). To continue maintenance coverage, please process this invoice for payment.

\*A 10% reinstatement fee will be charged for maintenance fees received more than 30 days after the due date.



Hyland Software, Inc.  
28500 Clemens Road  
Westlake, OH 44145  
United States of America

**MAINTENANCE INVOICE**

LE01-020635

**BILL TO** City of Spokane, WA  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
United States of America

**SHIP TO** City of Spokane, WA  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
United States of America

<b>INVOICE DATE</b>	01/11/2018
<b>PO NUMBER</b>	
<b>CONTRACT NUMBER</b>	
<b>DUE DATE</b>	03/31/2018
<b>FEDERAL TAX ID</b>	34-1699247
<b>BILL TO CUSTOMER NO.</b>	10294

<b>Customer No.</b>	<b>Customer Name</b>	<b>OnBase Version</b>	<b>Salesperson</b>
10294	City of Spokane, WA	17.0.0	

*Maintenance Period:* 04/01/2018 - 03/31/2019

	<b>Product Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	AMMPW1	Agenda Management Maintenance	1	806.05	806.05
2	GWMPI1	Public Sector Constituency Web Access Maintenance	1	391.29	391.29
3	WTMPI1	Conversion From Microsoft Office To Image Framework Maintenance	1	483.63	483.63

<b>Electronic Remittance Information</b>	
Mail Checks to: Hyland Software, Inc. 28500 Clemens Rd Westlake, OH 44145	<i>Wire Transfer:</i> Swift Code: KEYBUS33 Routing No: 041001039 Account No: 359681326518 Account Name: Hyland Software, Inc.

Subtotal	1,680.97 USD
Tax	147.92 USD
<b>Total Invoice Amount</b>	<b>1,828.89 USD</b>
<b>Balance Due</b>	<b>1,828.89 USD</b>

For billing inquiries, please call 440-788-5045 and select Option 1 for Accounts Receivable or email [accountsreceivable@hyland.com](mailto:accountsreceivable@hyland.com).

This proforma invoice is for maintenance fees which cover technical support and the latest upgrades and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email [maintenance@onbase.com](mailto:maintenance@onbase.com). To continue maintenance coverage, please process this invoice for payment.

\*A 10% reinstatement fee will be charged for maintenance fees received more than 30 days after the due date.



CITY OF  
SPOKANE  
808 W Spokane  
Falls Blvd  
Spokane WA  
99201

## SOLE SOURCE JUSTIFICATION

**Description of Product/Service:** Hyland Software OnBase Annual Maintenance

**Requisition Number:** OPR 2015-0013

**Estimated amount of this purchase:** \$66,635.67

**Contract Period:** 4/1/2018 – 3/31/2019

**Department:** ITSD      **Contact Person:** Peggy Lund      **Phone:** (509) 625-6954

**Due Date:** 4/1/2018      **Work must be completed by:** NA - Software maintenance

**Date Material/Equipment/Supplies must be delivered by:** NA

**Location:** 808 W Spokane Falls Blvd

**Date Service must begin by:** 4/1/2018

*Please provide the following information in order to document justification of a sole source purchase.*

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

*Hyland software annual maintenance for OnBase.*

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

*Hyland software is the vendor that supports OnBase and so this is the only supplier OnBase licensing.*

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

No

4. Explain why the price for this product or service is considered to be fair and reasonable.

*This is the standard pricing for all firms who utilize Hyland software.*

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

*No negotiation required since there is no other vendor supporting this product.*

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

*The city will not be able to expand and improve OnBase application functionality.*

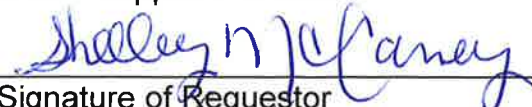
**Requested Vendor:** Hyland Software

**Vendor's Address:** 28500 Clemens Road Westlake Ohio, 44145

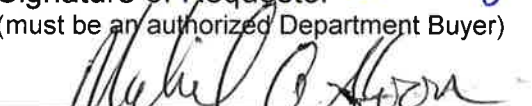
**Vendor Contact:** Hyland Software Phone: 440.788.5045

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

  
\_\_\_\_\_  
Signature of Requestor  
(must be an authorized Department Buyer)

1/19/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Head or Designee

1/19/18  
\_\_\_\_\_  
Date

---

Approval by Purchasing (when applicable)

---

Date

---

Approval by Grants Management  
(Required for grant funded purchases)

---

Date

---

Rev. 8/2017

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

02/05/2018

<u>Date Rec'd</u>	1/23/2018
<u>Clerk's File #</u>	OPR 2015-1109
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR18900
<u>Agenda Item Name</u>	5300 - STRUCTURED HITACHI SUPPORT 2018		

Agenda Wording

Contract with Structured Communications Systems, Inc. (Clackamas, OR) for Hardware and Software Maintenance Support of the Hitachi SAN system. February 1, 2018 - January 31, 2019. \$62,406.42 including tax.

Summary (Background)

The Hitachi SAN system provides management for all data storage, accounts, and timely backups of data/files, facilitates easier and faster restores of data, and provides for establishment of a business continuity site. Structured Communications Systems, Inc. was the selected vendor to provide maintenance and support for Hitachi equipment and software from RFP 3884-12.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 62,406.42 inc. tax		# 5300-73500-18850-54804
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u> Fin Com - 1/29/18
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - mdoval@spokanecity.org
<u>Additional Approvals</u>		Legal - modle@spokanecity.org
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org
		IT - itadmin@spokancity.org
		Taxes & Licenses
		cschurter@structured.com

## Briefing Paper

### (Finance and Technology Committee)

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Structured Communications Systems Inc. Hitachi Support
<b>Date:</b>	January 29, 2018
<b>Contact (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Technology Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – continued Hardware and Software Support for the Hitachi SAN system.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	January 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>The Hitachi SAN system provides management for all data storage, accounts, and timely backups of data/files, facilitates easier and faster restores of data, and provides for establishment of a business continuity site. Structured Communications Systems, Inc. was the selected vendor to provide maintenance and support for Hitachi equipment and software from RFP 3884-12.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Requesting \$62,406.42 including tax for the renewal of this contract for continued coverage.</li> <li>2017 contracted amount was \$81,019.15.</li> <li>Utilizes budget account # 5300-73500-18850-54804</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<u>Operations Impact:</u>	

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

Company Name: City of Spokane

Contact: Emma Wright

Email: [ewright@spokanecity.org](mailto:ewright@spokanecity.org)

Phone: 509.625.6773

Account Executive: Craig Schurter

23403 East Mission Ave., Suite 216 - Spokane, WA 99019 - 509.926.3601

Toll Free 800.881.0962 - Order Fax 888.729.0997



Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<b><u>City of Spokane Hitachi Renewal - 2018 to 2019</u></b>								
1		<b>HUS VM Hardware</b>						<b>10,212.73</b>
2		<b>HUS VM Software</b>						<b>15,612.59</b>
3		<b>HUS VM-FM Hardware</b>						<b>5,364.59</b>
4		<b>HUS VM-FM Software</b>						<b>1,907.41</b>
4		<b>HUS 150 Hardware</b>						<b>18,622.70</b>
5		<b>HUS 150 Software</b>						<b>1,468.39</b>
6		<b>Brocade 6520</b>						<b>4,170.44</b>
<b>GRAND TOTAL:</b>								<b><u>57,358.84</u></b>

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<b>Solution Line Item Detail:</b>								
<b><u>HUS VM Hardware</u></b>								
7	043-992327-01.P	SVC HUS VM STANDARD YR-B+ 1MO	211316	2/1/2018	1/31/2019	1	3,371.56	3,371.56
8	043-992342-01.P	SVC HUS VM DBS STANDARD YR-B+ 1MO	211316	2/1/2018	1/31/2019	3	1,710.29	5,130.88
9	043-992342-01.P	SVC HUS VM DBS STANDARD YR-B+ 1MO	211316	2/1/2018	1/31/2019	1	1,710.29	1,710.29
<b>SUBTOTAL:</b>								<b><u>10,212.73</u></b>
<b><u>HUS VM Software</u></b>								
10	304-232001-03.P	SVC MO HUS VM HITACHI BOS BASE LIC (20TB	044-232001-01-130823-016	2/1/2018	1/31/2019	1	1,943.41	1,943.41
11	304-232001-03L.P	SVC MO HUS VM HITACHI BOS UNLMTD CAP ACT	044-232001-01-130823-016	2/1/2018	1/31/2019	1	0.00	0.00
12	304-232001-060.P	SVC MO HUS VM HITACHI BOS 60TB BLOCK LIC	044-232001-01-130823-016	2/1/2018	1/31/2019	1	4,023.66	4,023.66
13	304-232003-03.P	SVC MO HUS VM HSC MOBILITY BASE LIC (20T	044-232003-01-130905-005	2/1/2018	1/31/2019	1	2,001.07	2,001.07
14	304-232003-03L.P	SVC MO HUS VM HCS MOBILITY UNLMTD CAP AC	044-232003-01-130905-005	2/1/2018	1/31/2019	1	0.00	0.00
15	304-232003-060.P	SVC MO HUS VM HCS MOBILITY 60TB BLOCK LI	044-232003-01-130905-005	2/1/2018	1/31/2019	1	3,483.95	3,483.95
16	304-232004-03.P	SVC MO HUS VM HITACHI LOCAL REPLICATION	044-232004-01-130715-003	2/1/2018	1/31/2019	1	1,158.88	1,158.88
17	304-232004-03L.P	SVC MO HUS VM HITACHI LOCAL REPLICATION	044-232004-01-130715-003	2/1/2018	1/31/2019	1	0.00	0.00
18	304-232004-060.P	SVC MO HUS VM HITACHI LOCAL REPLICATION	044-232004-01-130715-003	2/1/2018	1/31/2019	1	3,001.61	3,001.61
<b>SUBTOTAL:</b>								<b><u>15,612.59</u></b>
<b><u>HUS VM-FM Hardware</u></b>								
19	043-992314-01.P	SVC FILE MODULE SMU STANDARD YR-B+ 1MO	S00082012000086 2	2/1/2018	10/31/2018	1	391.61	391.61
20	043-992178-01.P	SVC FILE MODULE M1 STANDARD YR-B+ 1MO	M2SEKW1335052	2/1/2018	1/31/2019	1	2,486.49	2,486.49

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
21	043-992178-01.P	SVC FILE MODULE M1 STANDARD YR-B+ 1MO	M2SEKW1335093	2/1/2018	1/31/2019	1	2,486.49	2,486.49
<b>SUBTOTAL:</b>								<b><u>5,364.59</u></b>
<b><u>HUS VM-FM Software</u></b>								
22	304-230404-03.P	SVC MO HUS/HUS VM FM-M1 VALUE SW BUNDLE	M2SEKW1335052	2/1/2018	1/31/2019	1	511.32	511.32
23	304-230447-03.P	SVC MO HUS/HUS VM FM-M1 SW LIC - ISCSI -	M2SEKW1335052	2/1/2018	1/31/2019	1	442.39	442.39
24	304-230441-03.P	SVC MO HUS/HUS VM FM-M1 SW LIC - 1 TB LI	M2SEKW1335052	2/1/2018	1/31/2019	10	0.00	0.00
25	304-230404-03.P	SVC MO HUS/HUS VM FM-M1 VALUE SW BUNDLE	M2SEKW1335093	2/1/2018	1/31/2019	1	511.32	511.32
26	304-230447-03.P	SVC MO HUS/HUS VM FM-M1 SW LIC - ISCSI -	M2SEKW1335093	2/1/2018	1/31/2019	1	442.39	442.39
<b>SUBTOTAL:</b>								<b><u>1,907.41</u></b>
<b><u>HUS 150 Hardware</u></b>								
27	043-992031-01.P	HUS 150 SVC STANDARD UPG YR-B+ 1MO	93042439	2/1/2018	1/31/2019	1	3,371.41	3,371.41
28	043-992055-01.P	HUS DBL SVC STANDARD UPG YR-B+ 1MO	93042439	2/1/2018	1/31/2019	2	855.22	1,710.44
29	043-992043-01.P	HUS DBS SVC STANDARD UPG YR-B+ 1MO	93042439	2/1/2018	1/31/2019	5	1,710.44	8,552.20
30	043-992043-01.P	HUS DBS SVC STANDARD UPG YR-B+ 1MO	93042439	2/1/2018	1/31/2019	1	1,710.44	1,710.44
31	043-992043-01.P	HUS DBS SVC STANDARD UPG YR-B+ 1MO	93042439	2/1/2018	1/31/2019	1	1,710.44	1,710.44
32	043-992043-01.P	HUS DBS SVC STANDARD UPG YR-B+ 1MO	93042439	1/1/2019	1/31/2019	1	142.52	142.52
33	043-992043-01.P	HUS DBS SVC STANDARD UPG YR-B+ 1MO	93042439	4/1/2018	1/31/2019	1	1,425.24	1,425.24
<b>SUBTOTAL:</b>								<b><u>18,622.70</u></b>
<b><u>HUS 150 Software</u></b>								
34	304-230199-03.P	SVC MO HUS 150 BASE OPERATING SYSTEM M L	044-230199-01-130823-043	2/1/2018	1/31/2019	1	1,439.56	1,439.56
35	304-230200-03.P	SVC MO HUS 150 BOS SECURITY EXTENSION LI	717082613-007	2/1/2018	1/31/2019	1	28.83	28.83
<b>SUBTOTAL:</b>								<b><u>1,468.39</u></b>
<b><u>Brocade 6520</u></b>								
36	301-003492-01.P	SVC STD BROCADE 6520 SWITCH	CHQ2533L023	11/1/2018	1/31/2019	1	201.55	201.55
37	6520SVC-SWMINT.P	SVRS, BROCADE HD6520 MAINTENANCE MONTHLY	CHQ2533L023	11/1/2018	1/31/2019	1	374.30	374.30
38	301-003493-01.P	SVC PREM BROCADE 6520 SWITCH	CHQ2534J00J	2/1/2018	1/31/2019	1	1,151.71	1,151.71

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
39	6520SVC-SWMaint.P	SVRS, BROCADE HD6520 MAINTENANCE MONTHLY	CHQ2534J00J	2/1/2018	1/31/2019	1	1,497.22	1,497.22
40	301-003492-01.P	SVC STD BROCADE 6520 SWITCH	CHQ2544L005	11/1/2018	1/31/2019	1	201.55	201.55
41	6520SVC-SWMaint.P	SVRS, BROCADE HD6520 MAINTENANCE MONTHLY	CHQ2544L005	11/1/2018	1/31/2019	1	374.30	374.30
42	NASANPLU-SWMaint.P	SRVS, B.N.A SAN PLU BACKLINE SUPPORT	BVH00009188	11/1/2018	1/31/2019	1	369.80	369.80
<b>SUBTOTAL:</b>								<b><u>4,170.44</u></b>
Prepared by: <u>Sana Fulwider for Craig Schurter</u>								
Please contact the person listed above at Structured for any questions regarding this quotation.								

Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit Sale Price	Ext. Sale Price
<p><u>Notes:</u></p> <ol style="list-style-type: none"> <li>Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice.</li> <li>Prices do not include tax. All applicable sales taxes will be added at time of invoice.</li> <li>Payment terms are Cash, Visa, or COD. Net 20 day terms are available with approved credit.</li> </ol> <p>Structured Communication Systems, Inc. Standard Terms &amp; Conditions apply to this and all quotations. A copy is available upon request.</p> <ol style="list-style-type: none"> <li>All quotes and proposals are calculated using US Dollars.</li> <li>Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.</li> <li><b>Remit To Address:</b> 12901 SE 97th Ave Suite 400, Clackamas OR, 97015</li> </ol> <p><i>This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.</i></p>								
<p align="center"><b>WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com</b></p>								
<p align="center"><b>Please fill out all of the below information to ensure that your order is processed as efficiently as possible.</b></p> <p>Signature: _____ Date: _____</p> <p>Shipping Address:</p> <p>Street: _____</p> <p>City, ST Zip: _____</p> <p>Contact: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Preferred Shipping Method: <u>Ground</u> _____ <u>2nd Day</u> _____ <u>Overnight</u> _____</p> <p>Date Needed: _____</p> <p align="center"><b>Customer Reference / Purchase Order Number:</b> _____</p> <p align="center"><b>Bridging People, Business &amp; Technology</b></p> <p align="center">Ask us about our high-quality Internet Security, Connectivity, Storage and Access Offerings...</p>								

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

02/05/2018

<u>Date Rec'd</u>	1/23/2018
<u>Clerk's File #</u>	OPR 2012-1035
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR18901
<u>Agenda Item Name</u>	5300 - STRUCTURED VERITAS/NETBACKUP 2018		

Agenda Wording

Contract with Structured Communications Systems, Inc. (Clackamas, OR) for Veritas Support and Netbackup Annual Maintenance. February 1, 2018 - January 31, 2019. \$98,286.39 including tax.

Summary (Background)

Terms and conditions are in compliance with Master Contract OPR2012-0938. Netbackup Cross Platform Share (licenses to run multi-platform through SAN for backup), Enterprise Vault Products (aids in electronic mail and other digital file data), and Cluster Server (high availability for failover of centralized backup system) are centralized backup softwares utilized by the City of Spokane. The contract provides 24/7 toll-free support.

<u>Fiscal Impact</u>	Grant related?	NO	<u>Budget Account</u>
	Public Works?	NO	
Expense	\$ 98,286.39 inc. tax		# 5300-73500-18850-54820
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Fin Com - 1/29/18
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	
		cschurter@structured.com	

## Briefing Paper (Finance and Technology Committee)

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Structured Communications Systems Inc. Veritas and Netbackup
<b>Date:</b>	January 29, 2018
<b>Contact (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Finance and Technology Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – continued Veritas Support and Netbackup Annual Maintenance.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	January 31, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Terms and conditions are in compliance with Master Contract OPR2012-0938. Netbackup Cross Platform Share (licenses to run multi-platform through SAN for backup), Enterprise Vault Products (aids in electronic mail and other digital file data), and Cluster Server (high availability for failover of centralized backup system) are centralized backup softwares utilized by the City of Spokane. The contract provides 24 hours a day, 7 days a week, toll free support.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <i>Requesting \$98,286.39 including tax for the renewal of this contract for continued coverage.</i></li> <li>• <i>2017 contracted amount was \$108,724.35</i></li> <li>• <i>Utilizes budget account # 5300-73500-18850-54820</i></li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:



Company Name: City of Spokane

Phone: (509) 625-6478

Contact: Christina Coty

Email: ccoty@spokanecity.org

Account Executive: Craig Schurter  
23403 East Mission Ave., Suite 216  
Spokane, WA 99019  
Toll Free 800.881.0962 - Order Fax 888.729.0997

---

**Solution Summary****Unit List Price****Ext. Sale Price****Q-00008866**

Annual Veritas Renewal 02/01/2018 - 01/31/2019

\$ 90,336.76

\$ 90,336.76

**Grand Total**

**\$ 90,336.76**



Line Item	Part Number	Description	Serial Number	Start Date	End Date	Qty.	Unit List Price	Unit Sale Price	Ext. Sale Price
<b>Annual Veritas Renewal 02/01/2018 - 01/31/2019</b>									
1	11142-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP OPT LIBRARY BASED TAPE DRIVE XPLAT 1 DRIVE ONPREMISE STANDARD PERPETUAL LICENSE GOV		2/1/2018	1/31/2019	2	\$ 570.98	\$ 570.98	\$ 1,141.96
2	12584-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 4 ONPREMISE STANDARD PERPETUAL LICENSE GOV		2/1/2018	1/31/2019	2	\$ 1,162.72	\$ 1,162.72	\$ 2,325.44
3	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08
4	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08
5	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04
6	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		2/1/2018	1/31/2019	16	\$ 113.04	\$ 113.04	\$ 1,808.64
7	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV		2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08
8	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD		2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04



		PERPETUAL LICENSE GOV							
9	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04	
10	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08	
11	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04	
12	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04	
13	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08	
14	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	7	\$ 113.04	\$ 113.04	\$ 791.28	
15	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08	
16	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04	
17	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR	2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08	



		NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV						
18	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	5	\$ 113.04	\$ 113.04	\$ 565.20
19	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08
20	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04
21	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	3	\$ 113.04	\$ 113.04	\$ 339.12
22	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04
23	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08
24	14588-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR ENTERPRISE VAULT E-DISCOVERY STD ED 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	10	\$ 6.58	\$ 6.58	\$ 65.80
25	14588-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR ENTERPRISE VAULT E-DISCOVERY STD ED 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2,000	\$ 6.58	\$ 6.58	\$ 13,160.00



26	14081-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR ENTERPRISE VAULT EMAIL MGMT 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2,000	\$ 7.87	\$ 7.87	\$ 15,740.00
27	12855-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP DEDUPLICATION DATA PROTECTION OPTIMIZATION OPT XPLAT 1 FRONT END TB ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	16	\$ 570.60	\$ 570.60	\$ 9,129.60
28	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	12	\$ 124.89	\$ 124.89	\$ 1,498.68
29	12250-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT SERVER WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 1,044.30	\$ 1,044.30	\$ 1,044.30
30	14081-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR ENTERPRISE VAULT EMAIL MGMT 1 USER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	10	\$ 7.87	\$ 7.87	\$ 78.70
31	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	16	\$ 124.89	\$ 124.89	\$ 1,998.24
32	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	32	\$ 124.89	\$ 124.89	\$ 3,996.48
33	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	16	\$ 124.89	\$ 124.89	\$ 1,998.24
34	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR	2/1/2018	1/31/2019	16	\$ 124.89	\$ 124.89	\$ 1,998.24



		INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV						
35	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	16	\$ 124.89	\$ 124.89	\$ 1,998.24
36	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	80	\$ 124.89	\$ 124.89	\$ 9,991.20
37	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	6	\$ 124.89	\$ 124.89	\$ 749.34
38	12487-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE STORAGE WIN 1 CORE ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	6	\$ 124.89	\$ 124.89	\$ 749.34
39	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04
40	12260-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP OPT NDMP XPLAT 1 SERVER HARDWARE TIER 4 ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 2,906.81	\$ 2,906.81	\$ 2,906.81
41	12255-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 3 ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 785.91	\$ 785.91	\$ 785.91
42	14731-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	7	\$ 592.13	\$ 592.13	\$ 4,144.91



43	14731-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 2 ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 592.13	\$ 592.13	\$ 592.13
44	11150-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT UX 1 SERVER HARDWARE TIER 1 ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 968.94	\$ 968.94	\$ 1,937.88
45	12584-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP ENT CLIENT WLS 1 SERVER HARDWARE TIER 4 ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 1,162.72	\$ 1,162.72	\$ 2,325.44
46	12497-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR INFOSCALE AVAILABILITY UX 1 SERVER HARDWARE TIER B ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 1,259.62	\$ 1,259.62	\$ 2,519.24
47	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	1	\$ 113.04	\$ 113.04	\$ 113.04
48	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	2	\$ 113.04	\$ 113.04	\$ 226.08
49	11466-M3-24	ESSENTIAL 24 MONTHS RENEWAL FOR NETBACKUP STD CLIENT XPLAT 1 SERVER ONPREMISE STANDARD PERPETUAL LICENSE GOV	2/1/2018	1/31/2019	5	\$ 113.04	\$ 113.04	\$ 565.20
<i>Subtotal</i>								\$ 90,336.76

Prepared by: Dana Fulwider

**Please contact the person listed above at Structured for any questions regarding this quotation.**



Notes:

1. Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice.
2. Prices do not include tax. All applicable sales taxes will be added at time of invoice.
3. Payment terms are Cash, Visa, or COD. Net 20 day terms are available with approved credit. Structured Communication Systems, Inc. Standard Terms & Conditions apply to this and all quotations. A copy is available upon request.
4. All quotes and proposals are calculated using US Dollars.
5. Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.
6. **Remit To Address:** 12901 SE 97th Ave Suite 400, Clackamas OR, 97015

*This Quotation contains information that is privileged and confidential. The information contained in this Quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.*

---

**WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com**

---

**Please fill out all of the below information to ensure that your order is processed as efficiently as possible.**

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

Shipping Address:

Billing Address:

Street:

City, ST Zip:

Contact:

Phone:

Email:

Preferred Shipping Method: Ground \_\_\_\_\_ 2nd Day \_\_\_\_\_ Overnight \_\_\_\_\_

Date Needed:

**Customer Reference / Purchase Order Number:** \_\_\_\_\_

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

02/05/2018

Date Rec'd

1/25/2018

Clerk's File #

ORD C35584

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

LORI KINNEAR 625-3261

Project #Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0320 - SPECIAL BUDGET ORDINANCE TO FUND 1 SOAR PROGRAM FTE

Agenda Wording

Special budget ordinance to fund 1 FTE for SSI/SSDI Outreach, Access, and Recovery (SOAR) program, to increase access to SSI/SSDI for eligible adults experiencing/at risk of homelessness and have mental illness, medical impairment or substance abuse

Summary (Background)

Spokane has had a SOAR process in place since 2014. 37 professionals in the Spokane area have completed the training to become SOAR certified, but only 16 applications have been submitted. There are no FTEs in our community dedicated full time to SOAR. The success rate of SOAR applications in Spokane is 62%, with an average monthly award of \$952. Our Homeless Management Information System indicates there are over 1200 individuals who may qualify for SSI/SSDI.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 110,000

# 0100-99999-99999

Revenue \$ 110,000

# 0300-53010-65430-54201

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCCLATCHEY, BRIAN

Study SessionDivision DirectorOther

PSCH - 11/20/2017

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCCLATCHEY, BRIAN

ORDINANCE NO. C35584

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 110,000</u>

TO:	0300-53010	General Fund	
	65430-54201	Contractual Services	<u>\$ 110,000</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 funding to support the SSI/SSDI Outreach, Access, and Recovery program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# Briefing Paper

## Public Safety & Community Health

<b>Division &amp; Department:</b>	NBS - CHHS
<b>Subject:</b>	SOAR – SSI/SSDI Outreach, Access, and Recovery Program
<b>Date:</b>	11/20/2017
<b>Author (email &amp; phone):</b>	<a href="mailto:dkinder@spokanecity.org">dkinder@spokanecity.org</a> 625-6055
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan – Healthy Community
<b>Strategic Initiative:</b>	Reduce Homelessness & Protect Vulnerable Populations
<b>Deadline:</b>	N/A
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Increased number of homeless and low-income Spokane residents accessing benefits which will lead to increased housing stability and placement.
<p><u>Background/History:</u></p> <p>SSI/SSDI Outreach, Access, and Recovery (SOAR) is a program designed to increase access to SSI/SSDI for eligible adults who are experiencing or at risk of homelessness and have a mental illness, medical impairment, and/or a co-occurring substance use disorder.</p> <p>For people who are experiencing or at-risk of homelessness or who are returning to the community from institutions (jails, prisons, or hospitals), access to Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) can be extremely challenging. Approximately 10-15% of those applying on their own are approved for SSI/SSDI benefits. For those who have a mental illness, substance use issues, or co-occurring disorders that impair cognition, the application process is even more difficult – yet accessing these benefits is often a critical first step in recovery.</p> <p>National Outcomes:</p> <ul style="list-style-type: none"> <li>• In 2016, the national acceptance rate was             <ul style="list-style-type: none"> <li>○ 67% for SOAR applications compared to</li> <li>○ 10-15% for homeless applicants applying with assistance</li> </ul> </li> <li>• The average number of days for a decision was:             <ul style="list-style-type: none"> <li>○ 101 days for a SOAR application</li> <li>○ 365+ days through the conventional process</li> </ul> </li> </ul>	
<p><u>Executive Summary:</u></p> <p>Local Efforts:</p> <ul style="list-style-type: none"> <li>• Spokane has had a SOAR process in place since 2014.</li> <li>• 37 professionals in the Spokane area have completed the training to become SOAR certified, but only 16 applications have been submitted.</li> <li>• There are no FTEs in our community dedicated full time to SOAR.</li> <li>• The success rate of SOAR applications in Spokane has been 62%, with an average monthly award of \$952.</li> <li>• A review of active clients in the Homeless Management Information System indicates there are over 1200 individuals who may qualify for SSI/SSDI.</li> <li>• The SOAR process takes an average of 35 hours to complete.</li> </ul>	

Best Practice Models & Outcomes:

There are many models to sustainably funding SOAR initiatives but communities with the highest success rates have investment from local government:

- In **Nashville, Tennessee, the Mayor's office funds** for three dedicated benefits specialists with Park Center Nashville. Park Center has strong partnerships with local jails and hospitals to embed SOAR in those programs.  
**SOAR Application Approval Rate: 98%; Successful Applications: 1,033**
- In **Philadelphia, Pennsylvania, the City funds**, in partnership with local foundations, a legal services agency called Homeless Advocacy Project (HAP) who leads their local SOAR initiative. HAP submits the bulk of the City's applications and maintains connections with SSA and DDS.  
**SOAR Application Approval Rate: 98%; Successful Applications: 1,745**

SOAR Process:

- Communication: SOAR-trained case managers assume in a central role in the application process on behalf of the client and serve as the point of contact for the applicant, the Social Security Administration (SSA), and Disability Determination Services (DDS).
- Medical Records: SOAR case managers request and collect medical records for the client and assist DDS by ensuring all necessary information has been provided. In the "conventional" process, DDS solicits medical records from treatment providers reported by the applicant. It may take a long time for providers to respond DDS and they may receive only partial records or no response at all. The applicant may not provide sufficient information about the treatment provider in order for DDS to locate the records.
- Medical Summary Report: Along with the application materials and supporting documentation, SOAR case managers submit a medical summary report which ties together the documentation narratively and clarifies how the person's functional impairments prevent them from working. Whenever possible, it is co-signed by the applicant's treating physician making it medical evidence.

Budget Impact: requesting \$110,000 to fund a 1.0 FTE dedicated to SOAR work, plus supervision, equipment, and indirect costs of the 1.0FTE.

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

Other budget impacts:

Operations Impact **N/A**

Consistent with current operations/policy? ☐ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☐ No

Specify changes required:

Known challenges/barriers:

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

02/05/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	RES 2018-0009
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY ATTORNEY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	NATHANIEL J. 625-6288	<u>Project #</u>	
<u>Contact E-Mail</u>	NODLE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	CLAIMS FUND
<u>Agenda Item Name</u>	0500 RESOLUTION APPROVING SETTLEMENT		

Agenda Wording

Resolution approving settlement of Estate of Danny Cecil Jones, et al. v. City of Spokane, et al., USDC,EDW, Cause No. 16-CV-325-TOR.

Summary (Background)

The claim was settled through negotiations.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 103,500		# 5800-00000-00000-00000
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> Executive Session
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	nodle@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dstragier@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>RISK MANAGEMENT</u>	DUNIVANT, TIMOTHY	

RESOLUTION FOR INDEMNIFICATION AND SETTLEMENT OF  
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane and its employees, Frank Straub (former employee), Kevin King, Robert Collins, Cory Lyons, and Scott Lesser (current employees), are named as Defendants in litigation in the United State District Court, Eastern District of Washington, under the caption "ESTATE OF DANNY CECIL JONES, by the Personal Representative Nancy Ann Jones; Nancy Jones, individually and as next friend to Alyssa Jones and Hunter Jones, the minor children of Danny C. Jones; Dylan Jones; Danny Charles Jones; and Deborah Jones, Plaintiffs v. CITY OF SPOKANE; Frank Straub, Kevin King; Robert Collins; Corey [sic] Lyons and Scott Lesser, Defendants," Cause No. 16-CV-325-TOR, arising out of an incident on August 22, 2013, as more fully described in the Complaint filed in said cause, and

WHEREAS, on July 17, 2017, the City Council adopted a resolution approving indemnification of the individually-named defendants;

WHEREAS, the City has determined to resolve all claims with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, inclusive of the individually named defendants, for a payment of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$103,500.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to dismiss with prejudice the underlying lawsuit and any and all claims against Defendants.

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

1. The City of Spokane authorizes that payment in the amount of ONE HUNDRED AND THREE THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$103,500.00), to be paid to Plaintiffs and their counsel, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiffs will dismiss the underlying lawsuit with prejudice and without costs of said litigation, and provide a signed release fully extinguishing all claims by plaintiffs in connection with the case and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, inclusive of Frank Straub, Kevin King, Robert Collins, Cory Lyons, and Scott Lesser, against all loss or liability in connection with said case and claim.

PASSED the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Approved as to form:

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

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

02/05/2018

<u>Date Rec'd</u>	1/23/2018
<u>Clerk's File #</u>	RES 2018-0010
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6258
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - RESOLUTION ON POSSIBLE DISPOSITION OF SURPLUS PROPERTY IN U-DISTRICT

**Agenda Wording**

A resolution regarding the possible disposition of several parcels of potentially surplus real property at the south and west edges of the University District, to support the economic development goals of the City and the University District PDA.

**Summary (Background)**

The City pledges support, including potential transfer of real property, to the City's PDAs for strategic leverage to incentivize business development and economic growth in the PDAs and City as a whole. This resolution requests that the Council President work diligently with the Mayor's staff to ensure a prompt review and evaluation of the properties shown on Exhibit A by the Real Estate Review Committee, pursuant to chapter 12.10, SMC, to determine whether these parcels should be surplus.

<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>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> UE Comm, 1/8/2018
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

## RESOLUTION 2018-0010

A resolution expressing support for the City of Spokane's Public Development Authorities, and providing for the consideration under the City's surplus property disposition process the transfer to the University District Public Development Authority of specified surplus City-owned property located in and near the University District or the proceeds from the sale of such property, as appropriate.

**WHEREAS**, the City of Spokane's Joint Administration-Council 6-Year Strategic Plan prioritizes City investment in key neighborhoods and business centers, particularly its PDAs; and

**WHEREAS**, the City enacted Ordinance No. C-34933 (Dec. 13, 2012), which created the University District Public Development Authority ("UDPDA") to assist the City in economic development and the implementation of the City's goals for the University District Revitalization Area ("UDRA"), a Local Revitalization Financing area created by Ordinance No. C-34470 (Aug. 21, 2009); and

**WHEREAS**, the UDPDA has broad powers as provided in Section 5.1 of its Charter, including the power to own and sell real and personal property; to contract with a city, town, or county to conduct community renewal activities under chapter 35.81 RCW; to contract with individuals, associations, and corporations, and the state and the United States; to sue and be sued; to loan and borrow funds and issue bonds and other instruments evidencing indebtedness; to transfer any funds, real or personal property, property interests, or services; to do anything a natural person may do; and to perform all manner and type of community services with the exception that the UDPDA has neither the power of eminent domain nor any power to levy taxes or special assessments; and

**WHEREAS**, the University District Gateway Bridge has been the top infrastructure priority for the University District because of its ability to spur economic development in the business area south of the BNSF railroad and east of Division Street; and

**WHEREAS**, the UDPDA and its sister organization, the University District Development Association ("UDDA"), have been instrumental in promoting the Gateway Bridge's potential to spark redevelopment of under-utilized properties in the University District area generally and the south Gateway Bridge area in particular, leading to a 2013 Department of Ecology Integrated Planning Grant to address brownfield development issues, development of the 2014 Memorandum of Understanding regarding the University District Gateway Bridge South Landing Catalyst Development and the subsequent acquisition and aggregation of properties by Avista Development Corporation near the south landing for their "Catalyst" project; and

**WHEREAS**, the inclusion of the final funding needed for the Gateway Bridge construction in the 2015 State transportation package was made possible by the strong local support including the \$3.2 million local match of UDRA revenue and the advocacy and support from the UDPDA, the UDDA and their respective member organizations; and

**WHEREAS**, in January, 2017, the City enacted chapter 12.10, SMC, which established a process for identifying and disposing of City surplus real and personal property, including review by a City Real Estate Review Committee ("RERC"); and

**WHEREAS**, the Gateway Bridge is currently under construction and due to the planned opening of the Gateway Bridge in the fall of 2018, the UDPDA has expressed interest in certain properties or portions thereof originally acquired for construction purposes but which will not be needed for the Gateway Bridge at completion, and which the City can consider surplus property; and

**WHEREAS**, City-owned parcels of real property located on the south and west edges of the University District, as depicted in the attached Exhibit "A," are appropriate for consideration within the City's surplus property disposition process established by chapter 12.10, SMC; and

**WHEREAS**, to the extent that UDRA revenue has been used to fund the Gateway Bridge construction including acquisition of property, the proceeds from the sale of such surplus property or the properties themselves should be reinvested in the economic development in the University District; and

**WHEREAS**, the UDPDA is the City's chosen vehicle for economic development in the University District and is uniquely qualified to leverage the surplus properties or the proceeds from the sale of such surplus properties in concert with any such additional UDRA revenue that the UDPDA may use in support of the community's shared vision for development of the "Landing" and the greater University District in addressing economic development issues, smart urban growth, environmental restoration, transportation improvements and affordable housing needs.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council reaffirms its commitment to invest in its PDAs by providing resources, including real property, so that such resources may be strategically leveraged to incentivize business development and economic growth in the PDAs and City as a whole.

**BE IT FURTHER RESOLVED** that the Council requests that the Council President work diligently with the Mayor's staff to ensure a prompt review and evaluation of the properties shown on Exhibit A by the Real Estate Review Committee, pursuant to chapter 12.10, SMC, for transfer to the UDPDA for its use or sale in pursuit of the economic development goals of the UDPDA and the City, and with the goal of reducing the UDPDA's financial dependence on the City of Spokane.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

Approved as to form:

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

**Exhibit “A”:**

Selected surplus City properties: University District (excluding “triangle”)



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

02/05/2018

<u>Date Rec'd</u>	1/25/2018
<u>Clerk's File #</u>	RES 2018-0011
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	MIKE FAGAN 625-6257
<u>Contact E-Mail</u>	MFAGAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - INCLUDING E. WELLESLEY AVE. REBUILD IN 6-YEAR STREET PROGRAM

Agenda Wording

A Resolution approving the project for a complete rebuild of Wellesley Avenue, extending from Freya Street to Havana Street, to be adopted in the 2019-2024 Six-Year Comprehensive Street Program.

Summary (Background)

This proposal is for the construction of a full-depth roadway with drainage to bio-infiltration facilities aside the roadway, with intersection radii to be built for industrial freight movements to ensure that Wellesley Avenue can function properly in the capacity of the surrounding industrial usage and serve the future development. This project is important to the economic development efforts in an identified targeted investment area, the Yard and is in close proximity to the N-S Corridor.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 80,000	# various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PIES, 1/22/2018
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		

Additional Approvals

<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN	
<u>GRANTS &amp;</u>	BROWN, SKYLER	

## **RESOLUTION NO. 2018-0011**

A Resolution approving the project for a complete rebuild of Wellesley Avenue, extending from Freya Street to Havana Street, to be adopted in the 2019-2024 Six-Year Comprehensive Street Program.

**WHEREAS**, the Project is a proposal to construct a full-depth roadway with drainage to bio-infiltration facilities aside the roadway, with intersection radii to be built for industrial freight movements to ensure that Wellesley Avenue can function properly in the capacity of the surrounding industrial usage and serve the future development; and

**WHEREAS**, however, during the most recent and just-completed Comprehensive Plan update, the City Council did not approve the "roadways of significance" as a strategy under which projects which do not score well enough on the Plan Commission's Transportation Subcommittee's project decision matrix may be added to the Program notwithstanding the project's specific score within the project decision matrix; and

**WHEREAS**, the Freight Mobility Strategic Infrastructure Board (FMSIB) will be holding a call for projects in early spring; and

**WHEREAS**, Wellesley Avenue due to its close proximity to WSDOT's future North/South Corridor will likely be a strong candidate to receive competitive funds; and

**WHEREAS**, although the Project should be designed and built to the City's "complete streets" standard, pursuant to SMC 17H.020.040, the Project can be exempted from "complete streets" where, as here, the project is intended to serve industrial development, and as such, "[t]here is a documented absence of current or future need" for a "complete street." SMC 17H.020.050(C); and

**WHEREAS**, the Project is important to the further economic development efforts in an identified targeted investment area, the Yard; and

**WHEREAS**, the Project is an important roadway due to its proximity and connection with the North Spokane Corridor and future industrial development.

**NOW, THEREFORE, BE IT RESOLVED** that the Wellesley Avenue project, from Freya Street to Havana Street, is approved to move forward for adoption within the 2019-2024 Six-Year Comprehensive Street Program.

Passed by the City Council this     day of     , 2018.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	6-Year Program Kickoff
<b>Date:</b>	1/22/18
<b>Contact (email &amp; phone):</b>	bblankenagel@spokanecity.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	6-Year Comprehensive Street Program annual update kickoff
<b>Background/History:</b> In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is scrutinized by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan's consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• This annual update facilitates:             <ul style="list-style-type: none"> <li>○ Compliance with the Growth Management Act and RCW 35.77.010,</li> <li>○ City of Spokane can qualify for grant and low interest loan funds,</li> <li>○ Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program.</li> </ul> </li> <li>• Draft Reconciliation             <ul style="list-style-type: none"> <li>○ Wellesley (Freya to Havana) is a priority to bring new into program to continue PDA focus. This project scores low on the prioritization matrix, and requires a lift into the program to line up with current funding opportunities for this area as well as a closure timeframe for NSC.</li> </ul> </li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: Federal transportation grant with local match, total project: \$80,000	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

02/05/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	ORD C35580
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LORI KINNEAR 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 HISTORIC PROTECTION ORDINANCE		

Agenda Wording

An ordinance enhancing protections for historic structures and districts; repealing chapter 17D.040; enacting a new chapter 17D.100; amending sections 17G.010.210, 08.02.031, 08.02.065, and 03.01A.320;

Summary (Background)

Please see executive summary of attached briefing paper.

<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> Plan Commission/Study
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	Megan Duvall
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Jacob Fraley
<u>Additional Approvals</u>		Lori Kinnear
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

enacting a new section 07.08.151 of the Spokane Municipal Code.

Summary (Background)

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List


## **ORDINANCE NO. C35580**

An ordinance enhancing protections for historic structures and districts; repealing chapter 17D.040; enacting a new chapter 17D.100; amending sections 17G.010.210, 08.02.031, 08.02.065, and 03.01A.320; and enacting a new section 07.08.151 of the Spokane Municipal Code.

**WHEREAS**, Spokane is rich in history, including a large number of historic buildings and structures throughout the city, all of which help ensure our city is distinctive, attractive, and vibrant; and

**WHEREAS**, a strong set of historic preservation protections are therefore necessary to implement our comprehensive plan so that we can fulfill our goal to “[r]ecognize and preserve unique or outstanding landmark structures, buildings, and sites” (Comprehensive Plan Goal DP 1.1); and

**WHEREAS**, the comprehensive plan requires that the city “[u]tilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district” (Goal DP 2.7); and

**WHEREAS**, the city’s comprehensive plan states the city’s intentions to “[e]stablish historic preservation as a high priority within city programs” (Goal DP 3.1), “[i]dentify historic resources to guide decision making in planning” (Goal DP 3.3) and “[m]aintain and utilize the expertise of the Landmarks Commission in decision making by the City Council, City Plan Commission, City Parks Board, and other city agencies in matters of historic preservation” (Goal DP 3.5), all of which are accomplished by this historic preservation code update; and

**WHEREAS**, the city seeks to “[p]rovide incentives to property owners to encourage historic preservation” (Goal DP 3.9) and “[a]ssist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives” (Goal DP 3.11) as well as “[e]ncourage the deconstruction and reuse of historic materials and features when historic buildings are demolished.” (Goal DP 3.12); and

**WHEREAS**, because our neighborhoods are one of our finest assets, the city strives to “[a]ssist neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment.” (Goal DP 3.13); and

**WHEREAS**, protecting historic landmarks and historic districts implements our recently-established strategic planning goals by increasing our social capital, building on the strengths of our neighborhoods and urban experience, strongly supporting our cultural heritage and fabric and, most importantly, extending our own distinctive urban

advantage and experience, by “[p]romoting significant growth that connects people to place and builds upon cultural, historic, and natural resource assets”; and

**WHEREAS**, the City of Spokane’s historic preservation ordinance is in need of amendment to clarify and update the protections for historic properties and districts, as shown by the experiences of the community and the historic landmarks commission in recent years, particularly with respect to the process for establishing historic districts; and

**WHEREAS**, the City Council intends to update the historic preservation ordinance to provide more tools to the landmarks commission and the historic preservation officer so that we can more effectively protect our historic properties, districts, and neighborhoods, while protecting property rights and enabling new development in ways and locations that implement our comprehensive and strategic plans.

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

**Section 1.** That chapter 17D.040 of the Spokane Municipal Code is hereby repealed in its entirety.

**Section 2.** That there is enacted a new chapter 17D.100 of the Spokane Municipal Code to read as follows:

## **Chapter 17D.100 Historic Preservation**

### **Section 17D.100.010 Purposes**

- A. The City recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane, and provides a general benefit to the public by preserving our City’s history and unique culture.
- B. By creating standards for the designation and protection of historic landmarks and historic districts, the City intends to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity. The intent of this ordinance is to keep qualifying historic buildings in use through their listing on the Spokane Register of Historic Places; incentivize rehabilitation; review changes to historic properties; and promote preservation in all neighborhoods, in balance with property rights protections under Washington law.

### **Section 17D.100.015 Applicability**

- A. This chapter applies to actions of the Spokane City/County Historic Landmarks Commission, and to properties located in the City of Spokane and in unincorporated areas of Spokane County.
- B. For purposes of this chapter, “Council” refers to the Spokane City Council and “Board” refers to the Spokane County Board of Commissioners.

#### **Section 17D.100.020 Historic Landmarks and Districts – Designation**

- A. Generally a building, structure, object, site or district which is more than fifty (50) years old or determined to be exceptionally significant in an architectural, historical or a cultural manner may be designated an historic landmark or historic district if it has significant character, interest, or value as a part of the development, heritage or cultural characteristics of the city, county, state or nation. The property must also possess integrity of location, design, materials, workmanship and association and must fall into one or more of the following categories:
  - 1. Property is associated with events that have made a significant contribution to the broad patterns of the history of the city, county, state or nation; or
  - 2. Property is associated with the lives of persons significant in the history of the city, county, state or nation; or
  - 3. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction;
  - 4. Property has yielded, or is likely to yield, information important in prehistory or history; or
  - 5. A property that represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.
- B. An area within Spokane may be designated as an Spokane Register Historic District according to the process described in SMC 17D.100.030 – 17D.100.110.

#### **Section 17D.100.030 Historic Landmarks and Historic Districts – Submittal Process**

- A. An application for the designation of a property or district as an historic landmark or historic district as provided in this chapter shall be submitted to the historic

preservation officer (“HPO”) on a standard form made available by the HPO. The application may be submitted by the property owner(s) or a designated agent of the property owner(s).

- B. With respect to historic landmark applications, when the HPO is satisfied as to the completeness and accuracy of the information, the nomination is referred within thirty (30) days of the receipt of the application to the historic landmarks commission (“commission”) for a hearing. Fourteen (14) days prior to the commission hearing, the HPO transmits to commission members copies of the nominations of properties to be considered for designation.
- C. In the case of historic districts, the HPO will submit (i) proposed management and design standards for the district as a whole; and (ii) the nomination document which delineates all contributing resources and non-contributing resources within the district, to the owners of property within the boundaries of the proposed historic district for their consideration and review for a sixty (60) day period. If the requisite number of consents are received according to SMC 17D.100.100, the HPO schedules the application for a hearing before the commission.
- D. Notice.
  - 1. Once the nomination is scheduled for a hearing, the HPO notifies the owner(s) of the nominated property in writing by first-class mail and by publication in a newspaper of general circulation of the date of the hearing and of the benefits and conditions which may result from designation.
  - 2. Notice of the hearing on proposed historic landmarks shall be sent at least fourteen (14) days before the hearing. Notice of the hearing on proposed historic districts shall be sent at least thirty (30) days prior to the date of the hearing.

#### **Section 17D.100.040 Procedure – Preliminary Designation**

- A. Public hearings of the commission are publicly advertised. Staff causes notice, containing the time, place and date of the hearing and a description of the location of the property in nonlegal language, to be mailed to all property owners of record, and in the case of a proposed historic district, to the owners of property within the proposed historic district, by publication in a newspaper of general circulation, and to be advertised in the legal newspaper of the board or council, as appropriate, at least fourteen (14) days prior to the hearing.
- B. At a publicly advertised hearing, the commission takes testimony concerning the nomination and formulates a recommendation as to the designation. The commission may decide to:

1. recommend approval of designation of the property or district to the council or board as appropriate; or
2. recommend denial of designation of the property or district to the council or board as appropriate; or
3. defer the consideration of the nomination to a continued public hearing, if necessary.

#### **Section 17D.100.050 Procedure – Findings of Fact**

After the hearing, the commission enters findings of fact with reference to the relevant designation criteria. These findings of fact are forwarded, along with the recommendation, to the council or the board, as appropriate.

#### **Section 17D.100.060 Procedure – Notification of Results**

- A. The commission shall, within five (5) days of the preliminary designation, provide notice to the owner(s), and City and County agencies, of the following:
  1. The designation decision and the reasons therefor;
  2. the necessity, once the designation becomes final, of applying for a certificate of appropriateness for any action which would alter the property(ies);
  3. any responsibilities the owner(s) may have in regard to certificates of appropriateness; and
  4. any incentives which may be available for the maintenance, repair, or rehabilitation of the property.
- B. The commission is also required to review nominations to the National Register of Historic Places (“NRHP”) as part of its duties as a certified local government. Upon approval or denial of a national nomination, the HPO advises the state historic preservation officer of the action taken in accordance with the rules of the “certified local government” program.

#### **Section 17D.100.070 Procedure – Council or Board Action**

- A. Once a preliminary designation is made, the owner and the HPO shall negotiate a management standards agreement for the property. Upon agreement, the management agreement is forwarded to the council or board, as appropriate for consideration.
- B. The council or the board, as appropriate, must act on the recommendation of the commission within thirty (30) days of receiving a copy of the agreed management standards. A final designation decision may be deferred for consideration at another public hearing. Once a final decision is made, the city clerk, board clerk,

or their designee, notifies the commission, property owner(s) and affected City and County agencies.

#### **Section 17D.100.080 Procedure – Appeal of Preliminary Designation**

- A. The commission's recommendation may be appealed to the Hearing Examiner by filing with an appeal with the Hearing Examiner's office with a copy to the HPO.
- B. An appeal may only be filed (i) by an owner of record whose property is the subject of the preliminary designation decision or, (ii) in the case of historic district designations, on petition of at least 25% of the owners of property located within the proposed historic district.
- C. An appeal filed under this section may only be accepted if it is filed within ten (10) days of the execution of the findings of fact set forth in SMC 17D.100.050.
- D. An appeal filed under this section must state the grounds upon which the appeal is based, such as procedural irregularities or a clear error of law.
- E. Appeals filed pursuant to this section are reviewed by the Hearing Examiner on a closed record; that is, in rendering a decision, the Hearing Examiner may only take into consideration the written record of the commission's deliberations, factual findings, and preliminary designation. No additional evidence shall be considered by the Hearing Examiner on appeal.
- F. The Hearing Examiner may either affirm the preliminary designation or remand the matter to the commission for further proceedings.

#### **Section 17D.100.090 Procedure – Appeal of Council or Board Action**

Action of the council or the board may be appealed to the superior court.

#### **Section 17D.100.100 Property Management and Design Standards – Agreement or District Consent**

- A. In the case of individual properties, in order for the preliminary designation to become final and the property to be designated as an historic landmark, the owner(s) must enter into appropriate management standards as recommended by the commission for the property under consideration. If the owner does not enter into a management agreement, the preliminary designation does not become final and the property is not listed on the Spokane historic register.
- B. The proposed management and design standards shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district sign a petition, on a form prescribed by the HPO, seeking the

formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. For purposes of this requirement, “owners of property” includes owners of units within a condominium association.

C. If the commission finds that both the requisite number of signatures are present on the petition and that the property management and design standards should be set for the district, the historic district shall be designated as such on the official City zoning map by the use of an historic district overlay zone. Non-contributing resources within the overlay zone are subject to administrative review for significant alterations and demolition, including the resulting replacement structures, consistent with the requirements of the management and design standards. No less than every five (5) years, the commission shall review and consider amendments to the management and design standards for each district established under this section.

#### **Section 17D.100.110 Procedure – Final Designation of Landmarks and Districts**

- A. After a management agreement is executed and approved by the City Council, or, in the case of districts, set by commission action, final designation is made, the property or district is placed upon the Spokane register of historic places, and, for individual properties, a notice of the management agreement shall be recorded so as to be reflected in a title search for the property. In the case of districts, a notice of historic district overlay zone designation shall be recorded so as to also be reflected in a title search for a given property therein, and the designation shall be confirmed by ordinance.
- B. If the commission and the owner(s) cannot agree on management standards, no management agreement is entered into between the parties, the preliminary designation does not become final, and the property is not placed on the Spokane register of historic places.

#### **Section 17D.100.200 Certificates of Appropriateness – When Required**

- A. A certificate of appropriateness is required prior to the issuance of any permit for the following activities:
  - 1. Demolition of a Spokane Register historic landmark or a contributing resource located within an historic district (National or Spokane Register);
  - 2. Relocation of an historic landmark or a contributing resource located within an historic district;

3. any work that affects the exterior appearance of an historic landmark;
  4. any work that significantly affects the street-facing façade of a building located within an historic district; and
  5. development or new construction located within the designated boundaries of an historic district.
  6. The HPO may administratively approve certificate of appropriateness applications for non-contributing resources within historic districts in consultation with the Design Review Committee of the Commission.
- B. The HPO may exempt ordinary repairs and maintenance from the permit requirements of this section if the work does not involve a change in design, material or exterior treatment or otherwise affect the exterior appearance.

#### **Section 17D.100.210 Certificate of Appropriateness – Procedure**

- A. Any application for an action which requires a certificate of appropriateness under this chapter or which may be within the scope of agreed management standards under this chapter must meet minimum submittal requirements established by the HPO. Prior to taking action on the application, the official responsible for processing the application shall request review of the action by the commission. For non-contributing resources within a local register historic district, an administrative approval may be considered.
- B. The requests for review and issuance of a certificate of appropriateness and any supplemental information shall be transmitted by the HPO to the commission, the property owner or applicant, and interested parties of record at least fourteen (14) days prior to the next scheduled meeting of the commission. The review of requests for certificate of appropriateness which may be approved by the HPO are deemed to be ministerial permits. The review of requests for certificates of appropriateness which are approved by the landmarks commission are subject to the timeline and procedures contained in this section.
- C. At its next scheduled meeting, the commission reviews the request and decides whether to issue a certificate of appropriateness. The commission transmits its findings to the applicant. If the commission is unable to process the request, the commission may extend the time for its determination.
- D. The commission reviews the request for certificates of appropriateness under the following procedure:
1. The HPO reviews each application, certifies it complete and, within seven (7) days of certification, causes notice of application to be provided. After the notice of application has been given, a public comment period is provided. The purpose of the public comment period is to provide the

opportunity for public review and comment on the application. Comments on the application will be accepted at or any time prior to the closing of the record of the open-record public hearing.

2. At the close of the public comment period, the HPO consults with the commission regarding a date and time for public hearing. At least fifteen (15) days prior to the public hearing, the officer causes notice of hearing to be provided.
3. Commission review.
  - a. The HPO makes a written report regarding the application to the commission, ensures that the application is sent to appropriate other City departments, coordinates their review of the application and assembles their comments and remarks for inclusion in the report to the commission as appropriate. The report of the HPO contains a description of the proposal, a summary of the pertinent Secretary of the Interior's Standards for Rehabilitation, findings and conclusions relating to those standards and a recommendation. If the recommendation is for approval with conditions, the report also identifies appropriate conditions of approval. At least ten (10) days prior to the scheduled public hearing, the report is filed with the commission as appropriate and copies are mailed to the applicant and the applicant's representative. Copies of the report are also made available to any interested person for the cost of reproduction. If a report is not made available as provided in this subsection, commission may reschedule or continue the hearing, or make a decision without regard to any report.
  - b. The commission makes a decision regarding the application within ten (10) days of the date the record regarding the application is closed. The time for decision may be extended if the applicant agrees. In making the decision, the commission may approve, approve with conditions, or deny the permit application. The decision is in writing.
4. Within seven (7) days of making the decision, the permit authority causes a notice of decision to be provided.
5. The applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, information about the building materials to be used, and any other information requested by the HPO or commission.
6. In making a decision on an application, the commission uses the Secretary of the Interior's Standards for Rehabilitation, historic district design standards and other general guidelines established and adopted by the commission. In adopting and using standards, the commission does not limit new construction to any one architectural style but seeks to

preserve the character and integrity of the landmark or the historic district through contemporary compatible designs.

**Section 17D.100.220 Certificates of Appropriateness – Demolition of Historic Landmarks or Contributing Resources Within Spokane Register Historic Districts.**

- A. No permit for the demolition of an historic landmark or a contributing building located within a local historic district shall be processed or issued until the commission issues a certificate of appropriateness for the proposed action. A building permit for a replacement structure under this section may not be accepted, processed, or issued prior to the issuance of the demolition permit.
- B. Within forty-five (45) days of the HPO's receipt of an application for a certificate of appropriateness concerning the demolition of an historic landmark or a contributing resource located within a local historic district, the applicant and the HPO shall meet to determine if there are feasible alternatives to demolition. The attempt to find feasible alternatives may continue beyond forty-five (45) days if both parties agree to an extension.
- C. If no feasible alternative to demolition has been agreed to within the forty-five (45) day window and any extension(s), the commission may either issue or deny the certificate of appropriateness for demolition by taking into account the following:
  - 1. The historic importance of the property;
  - 2. The nature of the redevelopment which is planned for the property;
  - 3. The condition of the existing structure;
  - 4. The effect on the surrounding neighborhood of the planned replacement use;
  - 5. The overall effect of the proposed redevelopment on the neighborhood character and the elements of the neighborhood's urban design; and
  - 6. Any proposed mitigation measures under which the owner would salvage significant architectural features of the structure after properly documenting the building before demolition.
- D. If the commission denies the application for a certificate of appropriateness for a property for which a demolition permit is sought, no demolition permit may be issued. The applicant may appeal the denial, within thirty (30) days to the Hearing Examiner, who shall review the commission's decision. Such appeal is conducted by the Hearing Examiner on a closed record; that is, the Hearing Examiner may only consider the written record of the commission's deliberations,

findings, and recommendation, and no additional evidence shall be considered by the Hearing Examiner.

- E. The Hearing Examiner may affirm the denial or may remand to the HPO or commission, as appropriate, for further consideration.
- F. If the commission issues a certificate of appropriateness for the demolition of an historic landmark, or a building located within an historic district, such certificate shall include conditions such as:
  - 1. any temporary measures deemed necessary by the commission for the condition of the resulting property after the demolition, including, without limitation, fencing or other screening of the property;
  - 2. the provision of ongoing, specific site security measures;
  - 3. salvage of any historically significant artifacts or fixtures, determined in consultation with the HPO prior to demolition;
  - 4. if no replacement structure is constructed on the site within six (6) months of the issuance of the certificate, the owner must landscape the site for erosion protection and weed control and provide for solid waste clean-up;
  - 5. abatement of any hazardous substances on the property prior to demolition;
  - 6. requirement for dust control during the demolition process; and
  - 7. that the certificate of appropriateness for demolition of the building is valid for three (3) months.

#### **Section 17D.100.230 Demolition Permits for Historic Structures in the Downtown Boundary Area and National Register Historic Districts**

- A. No demolition permits for structures that are listed or eligible to be listed on the National or Local Register of Historic Places located in the area shown on Map 17D.100.230-M1, Downtown Boundary Area, and in all National Register Historic Districts shall be issued unless the structure to be demolished is to be replaced with a replacement structure that is approved by the commission under the following criteria:
  - 1. The replacement structure shall have a footprint square footage equal to or greater than the footprint square footage of the landmark structure to be demolished. The replacement structure must also have a floor area ratio

equal to or greater than 60% of that of the landmark structure to be demolished. The square footage of the footprint may be reduced:

- a. to accommodate an area intended for public benefit, such as public green space and/or public art;
    - b. if the owner submits plans in lieu for review and approval by the City's design review board subject to applicable zoning and design guidelines; and
    - c. if the replacement structure is, in the opinion of the HPO and the commission, and in consultation with the Design Review Board, compatible with the historic character of the Downtown Boundary Area or National Register Historic District, as appropriate.
  2. Any replacement structure under this section shall satisfy all applicable zoning and design guidelines, and shall be considered by the commission within thirty days of the commission's receipt of an application for a certificate of appropriateness concerning the building for which a demolition permit is sought.
  3. A building permit for a replacement structure under this section must be accepted, processed, and issued prior to the issuance of the demolition permit. In the alternative, the owner may obtain a demolition permit prior to the issuance of the building permit if the owner demonstrates to the satisfaction of the director of building services, in consultation with the HPO, that the owner has a valid and binding commitment or commitments for financing sufficient for the replacement use subject only to unsatisfied contingencies that are beyond the control of the owner other than another commitment for financing; or has other financial resources that are sufficient (together with any valid and binding commitments for financing) and available for such purpose.
- B. Eligibility shall be determined by the commission within thirty (30) days of the submission of the application for a demolition permit. The applicant shall be responsible to submit a determination of eligibility demonstrating the ineligibility of the structure based upon the National Register Criteria for Evaluation (36 CFR 60). Applications for structures that are determined not to be listed or eligible to be listed on a National or Local Register of Historic Places shall be processed pursuant to existing regulations.
- C. This section shall not apply to orders of the building official or fire marshal regarding orders that a structure be demolished due to public health, safety, or welfare concerns.
- D. If the commission issues a certificate of appropriateness for the demolition of an building on the national register or located within the downtown boundary zone, such certificate shall include conditions such as:

1. any temporary measures deemed necessary by the commission for the condition of the resulting property after the demolition, including, without limitation, fencing or other screening of the property;
2. the provision of ongoing, specific site security measures;
3. salvage of any historically significant artifacts or fixtures, determined in consultation with the HPO prior to demolition;
4. limitations on the extent of the demolition permitted, such that only non-historically significant portions of the property are subject to demolition;
5. if construction on a replacement structure is not commenced on the site within six (6) months of the issuance of the certificate, the owner must landscape the site for erosion protection and weed control and provide for solid waste clean-up;
6. abatement of any hazardous substances on the property prior to demolition;
7. requirement for dust control during the demolition process; and
8. that the certificate of appropriateness for demolition of the building is valid for three months.

#### **Section 17D.100.240      Economic Hardship Determinations**

- A. The City recognizes that there are circumstances under which enforcement of this chapter may cause an undue hardship to a property owner. The City therefore finds that it is necessary to provide property owners the opportunity to demonstrate that an economic hardship exists in specific cases, under which the demolition prohibitions of SMC 17D.100.230 shall not apply.
- B. The requirements of SMC 17D.100.230 shall not apply and the owner may obtain a demolition permit without the requirement of constructing a replacement structure if the owner can demonstrate to the satisfaction of the ad hoc committee established by this section that maintaining the historic structure would impose an economic hardship on the property owner that was created beyond the owner's control.
  1. The ad hoc committee on economic hardship shall be appointed by the commission, and will consist of at least seven members as follows:
    - a. one member of the real estate development community or association such as CCIM Institute, Institute of Real Estate Management, the Society of Office and Industrial Realtors, and Building Owners and Managers Association;

- b. one member from a banking or financial institution;
  - c. one licensed architect registered in Washington State;
  - d. one member from the property management industry;
  - e. one member representative of property developers;
  - f. one member of the landmarks commission; and
  - g. one member representing the neighborhood council where the historic structure is located.
2. The ad hoc committee's decision shall be made by majority vote and within thirty (30) days of the submission of the material demonstrating an economic hardship by the property owners.
    - a. The property owner has the burden of demonstrating the economic hardship.
    - b. Evidence of economic hardship is limited to instances when preservation will deprive the owner of reasonable economic use of the property.
    - c. An owner's financial status is not evidence of economic hardship.
    - d. The decision of the ad hoc committee may be appealed to the hearing examiner within thirty days of the committee's decision.
  3. The ad hoc committee will be a standing committee with one revolving member representing the specified neighborhood in which the property resides.
    - a. There is a preference for developer and architects who participate on the ad hoc committee to have both new building construction and historic renovation experience.
    - b. There is a preference for the neighborhood representative who participates on the ad hoc committee to have experience in development, appraising, construction, and/or related skills.
    - c. Members of the ad hoc committee shall serve for two-year terms and may be reappointed for additional two-year terms.
- C. For purposes of this section, a reasonable economic use would be one that provides a greater return on the underlying land value (land with improvements) than the land alone could generate. The following four steps will be taken to determine reasonable economic use:
1. The market value of the land, as vacant, is to be estimated.
    - a. The sales comparison approach to value is an approved method.
    - b. The land residual technique is an approved method, but only allowable when accompanied by and reconciled with the sales comparison approach method.

2. The first year market rate of return on leased land is to be estimated. Market data supporting this rate of return must be provided.
  3. Based on applying the rate of return to the land value estimate, an annual market return on the underlying land results. This is the base figure or threshold for the analysis.
  4. Provide an estimate of the annual market net operating income for the property as is, and under any reasonable modifications thereof. Note that any required capital investment in the property would increase the basis from which the return is estimated.
    - a. The sales comparison approach, income approach, cost approach, and development approach to value are all approved techniques.
    - b. Under valuation scenarios where an additional capital investment is required, the expected market return on the capital investment will be subtracted from the annual return, with the residual income being the return on the land.
- D. In order that a property may be marketed for sale or refinance with knowledge of the property's status, an owner may request an advance determination that a specific property qualifies under the economic hardship exemption established by this section. Upon receipt of a written request from a property owner, the owner shall be entitled to an economic hardship hearing at the owner's expense, to provide a showing that the factors stated in SMC 17D.100.230(B) are present. If the commission agrees, it shall issue a written determination to the owner that the property qualifies for economic hardship status pursuant to this section, and the owner is therefore entitled to represent the such written determination as binding upon the property owner and City to third parties including without limitation prospective purchasers and lenders.
- E. This section does not apply to orders of the building official or fire marshal that a structure be demolished due to public health, safety, or welfare concerns.

### **Section 17D.100.250 Negotiated Standards**

The owner, the commission, or the HPO may request a negotiation process leading to more specifically defined or different management standards for a specific piece of property; provided, however, that nothing in this section requires the commission to agree to participate in a negotiation process leading to specifically defined or different standards for any particular property which would otherwise be subject to this chapter, and provided also that it is the intent of the City that negotiated standards are to be utilized only in extraordinary circumstances. While the negotiation process is occurring, the requirements for a certificate of appropriateness continue to be in effect.

### **Section 17D.100.260 Negotiated Standards – Approval Process**

Once the negotiation process is completed and the owner and the commission are in agreement with the negotiated standards, a copy of that agreement is transmitted to the council or board for final approval. Once final approval is received, the commission distributes copies of the agreement to the appropriate boards, commissions and agencies for implementation. If the council or board does not approve the agreement, it may be sent back, with a statement of the council's or board's objection, for further negotiation. When renegotiation is completed, the agreement is returned to the council or the board for approval.

### **Section 17D.100.270 Negotiated Standards – Arbitration and Appeal**

If no agreement can be reached between the commission and the owner, the matter may be presented to the council or the board, or designees to arbitrate the agreement. Appeal from any arbitration decision may be made to the superior court.

### **Section 17D.100.300 Waiver of Review**

The commission, at the request of the owner, may waive review under SMC 17D.100.240 through 17D.100.290 of those actions which may require a certificate of appropriateness or which may be within the scope of agreed management standards when the action will be reviewed by the Washington State Department of Archaeology and Historic Preservation or the National Park Service and will be subject to the Secretary of the Interior's Standards for Treatment of Historic Properties. The commission may choose to deny said request should it be determined by the Washington State Department of Archaeology and Historic Preservation or the National Park Service that the proposed action does not meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

### **Section 17D.100.310 Review and Monitoring of Properties for Special Property Tax Valuation**

#### **A. Timeline**

1. Applications shall be forwarded to the commission by the assessor within ten (10) calendar days of filing.
2. Applications shall be reviewed by the commission before December 31 of the calendar year in which the application is made.
3. Commission decisions regarding the applications shall be certified in writing and filed with the assessor within ten (10) calendar days of issuance.

#### **B. Procedure**

1. The assessor forwards the application(s) to the commission.
2. The commission reviews the application(s), consistent with its rules of procedure, and determines if the application(s) are complete and if the properties meet the criteria set forth in WAC 254-20-070(1) and listed in SMC 17D.100.090.

- a. If the commission finds the properties meet all the criteria, then, on behalf of the City, it enters into a Historic Preservation Special Valuation Agreement (set forth in WAC 254-20-120) with the owner. Upon execution of the agreement between the owner and commission, the commission approves the application(s) for special property tax valuation.
  - b. If the commission determines the properties do not meet all the criteria, then it shall deny the application(s) for special property tax valuation.
3. The commission certifies its decisions in writing and states the facts upon which the approvals or denials are based and files copies of the certifications with the assessor.
4. For approved applications, the commission:
  - a. forwards copies of the agreements, applications, and supporting documentation (as required by WAC 254-20-090 (4) to the assessor.
  - b. Notifies the state review board that the properties have been approved for special valuation; and
  - c. Monitors the properties for continued compliance with the agreements throughout the 10-year special valuation period.
5. The commission determines, in a manner consistent with its rules of procedure and based on the report of the HPO, whether properties are disqualified from special valuation. Such disqualification can be based on:
  - a. The owner's failure to comply with the agreement's terms; or
  - b. The loss of the property's historic value due to physical changes to the building or site.
6. If the commission concludes that a property is no longer qualified for the special property tax valuation, the commission shall notify the owner, assessor, and state review board in writing that the property is disqualified and state the facts supporting its findings.

#### C. Criteria

1. The City attained Certified Local Government (CLG) status in 1986. As a CLG, the City determines the class of property eligible to apply for Special Valuation. Eligible property types in Spokane mean only properties listed on Spokane Register of Historic Places or properties certified as contributing to a Spokane Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.
2. To be complete, applications must include the following documentation:
  - a. A legal description of the historic property,
  - b. Comprehensive exterior and interior photographs of the historic property before and after rehabilitation,
  - c. Architectural plans or other legible drawings depicting the completed rehabilitation work, and
  - d. A notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of

- time during which the work was performed and documentation of both to be made available to the commission upon request, and
- e. For properties located within historic districts, in addition to the standard application documentation, a statement from the appropriate local official, as specified in local administrative rules or by the local government, indicating the property is a certified historic structure is required.
- 3. In its review, the commission shall determine if the properties meet all the following criteria:
    - a. The property is historic property;
    - b. The property is included within a class of historic property determined eligible for Special Valuation by the City;
    - c. The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) within twenty-four months prior to the date of application; and
    - d. The property has not been altered in any way which adversely affects those elements which qualify it as historically significant as determined by applying the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties (WAC 254-20-100(1) and listed in 17D.100.210 of this ordinance).
  - 4. The Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties in WAC 254-20-100 shall be used by the commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.
- D. The historic preservation special valuation agreement in WAC 254-20-120 shall be used by the commission as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2).
  - E. Any decision of the commission acting on any application for classification as historic property, eligible for special valuation, may be appealed to the Superior Court under Chapter 34.05.510 -34.05.598 RCW in addition to any other remedy of law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the County Board of Equalization.

### **Section 17D.100.320 Incentives**

- A. In order to help fulfill the purposes of this chapter, the HPO is authorized to approve incentive measures described in this section for historic landmarks and contributing buildings within historic districts, in addition to the other generally applicable provisions of the City's Economic Development Strategy identified by the City Council. In addition, the HPO is authorized to approve the use of funds from the Historic Preservation Incentives Fund to incentivize historic preservation in Spokane and fulfill the purposes of this chapter.

#### B. Façade improvement grants

The HPO is authorized to administer a grant program to provide matching funds for the improvement of the street-facing façades of historic landmarks and contributing resources located within historic districts.

#### C. Pilot sidewalk Improvement grants

1. There is created a Pilot Sidewalk Improvement Grant program to mitigate the cost of improvements or repairs to sidewalks adjacent to historic landmarks or contributing resources located within historic districts, and made in conjunction with the historic rehabilitation of an historic landmark or contributing resource. This grant shall be administered by the HPO and shall be available starting on January 1, 2019.
2. Project Criteria
  - a. The grant program created by this section applies only to projects in which the property owner has invested an amount equaling not less than twenty-five percent (25%) of the assessed value of the property, as measured by the valuation of the project after the completion of the rehabilitation project.
  - b. The property must be located within the boundaries of Council district 2.
3. Applicants shall apply for project funding to the HPO on a form supplied by the HPO. The application shall provide the following information:
  - a. Satisfaction of project criteria stated above;
  - b. Documentation of the property's status as an historic landmark;
  - c. A description of the changed proposed for the property to be made as a result of the project,
  - d. Information sufficient to show that the project has financial funding or commitments for funding; and
  - e. any other relevant information requested by the HPO.
4. Funding
  - a. On or before January 1, 2019, there shall be allocated five thousand dollars (\$5,000) to this Pilot Sidewalk Improvement Grant program.
  - b. No individual project funding may exceed one thousand dollars (\$1,000) dollars.
  - c. On or before January 1, 2020, the program will be evaluated to determine, based on reports of administration staff, the success of the program.
5. This section shall expire on January 1, 2021 unless renewed.

#### D. Pilot Urban Utility Installation Program

Pursuant to SMC 08.10.230, the Pilot Urban Utility Installation Program shall be made available for historic landmarks and contributing resources within historic districts.

#### **Section 17D.100.400 Enforcement; Violations; Penalty**

- A. This chapter shall be enforced by the HPO under the city's civil infraction system, pursuant to chapter 01.05 SMC. The HPO is the "code enforcement officer" as designated by SMC 01.05.020(B).
- B. A violation of SMC 17D.100.200-17D.100.230 is a class 1 civil infraction.
- C. Pursuant to SMC 01.02.950(A), the HPO may refer violations or imminent violations of this chapter to the city attorney for actions in Superior Court seeking declaratory or injunctive relief.

**Section 3.** That section 17G.010.210 of the Spokane Municipal Code is amended to read as follows:

#### **Section 17G.010.210 Application for Permits for Special Activities**

- A. **Blasting** Permit.  
An applicant for a permit to conduct blasting operations on a particular job shall make written application to the engineering services department, on prescribed form, showing:
  - 1. if there is a structure at the blasting site, its occupancy, whether its power source is electricity or something else, and the combustibility of its contents;
  - 2. the name of the person to have immediate charge of the blasting operations;
  - 3. that the named blaster has currently in force a license, bond, and insurance;
  - 4. such other information as may be required.
- B. **Building Moving Permit.**
  - 1. An applicant for a permit required to move any building, structure, or part of a structure along, over, or across a public way in the City must pay the prescribed fee and submit a written application on prescribed forms to the department of building services which application:
    - a. gives the applicant's current state contractor registration number;
    - b. is accompanied by the required street obstruction permit;
    - c. states the address and legal description of the land onto which the structure is to be moved and, if such land is within the City, is accompanied by a building relocation permit, as provided in SMC 10.26.010.

- d. is accompanied by a certificate issued by an insurance company qualified to do business in Washington covering the moving activity with a general liability policy with minimum limits of five hundred thousand dollars combined single limit or an approved alternate indemnity arrangement;
  - e. describes the structure to be moved;
  - f. states the address from which the structure is to be moved;
  - g. details the proposed route; and
  - h. states the date and time of the proposed move and estimates the time required to complete the move.
- 2. A building moving permit is a class IIIB license as provided in chapter 4.04 SMC.
  - 3. No fee shall be charged for applications to move historic landmarks or buildings located within an historic district.

#### C. Sewer Permits.

- 1. A contractor or resident homeowner proposing to construct, reconstruct, extend, or repair a side sewer, private sewer, special side sewer, or private storm sewer, as defined in chapter 13.03 SMC, shall pay the prescribed fee and make application to the engineering services department for a permit, which application:
  - a. gives the applicant's state contractor registration number, or contains a certificate that the applicant proposes to do work in connection with the residence owned by the applicant;
  - b. indicates the legal and street address description of the premises to be served and the type of occupancy;
  - c. subject to waiver by the city engineer, includes duplicate detailed plans of the work showing the entire course of the sewer from its terminus at the building(s) to the connection with the public sewer and, as may be required, detailing the structures and means for measuring, sampling, or otherwise determining the nature, quality, and quantity of sewage;
  - d. gives such further information as maybe required.
- 2. If the work to be done under the sewer permit requires the excavation or obstruction of a public way, the applicant must obtain a street obstruction permit.
- 3. A separate tap permit, as provided in SMC 13.03.0606, is required for connection to the public sewer.

#### D. Street Obstruction Permit.

- 1. A person proposing to dig up, excavate, work in, occupy by person, equipment, structure, or material, or in any fashion obstruct, render less safe, or interfere with the free use of any public way must first make

application to the engineering services department for a permit, which may be individual location under SMC 12.02.0706 or a master annual permit under SMC 12.02.0707.

2. Exemptions.

The following activities do not require a street obstruction permit:

- a. A licensed, bonded, and insured tree trimming firm may trim trees in the public way, provided the work is not on an arterial or within the central business district. Additionally, for all other areas, this exemption does not apply, and a permit is still required if the work:
  - i. involves more than thirty minutes operations in the right-of-way (example: simply trimming branches and loading them in a truck), or
  - ii. if the work involves tree removal, stump grinding or chipping.
- b. A licensed, bonded, and insured sign company performing routine maintenance to existing signs, provided a traffic lane is not obstructed or the work is not within the central business district.
- c. A licensed, bonded, and insured surveyor performing surveying work in the public way, provided the work is not on an arterial or within the central business district.
- d. All persons, whether or not required to obtain a permit, shall notify the department of their activities.

3. The applicant shall:

- a. by plat or map show the exact location of the work, structure, material, or activity when required by city engineer;
- b. describe in detail the activity, the extent, and duration of the obstruction, and the precautions to be taken to protect the traveling public from the hazards occasioned, including, at least, lighting, barricading, and signing;
- c. pay the permit fee;
- d. if the activity is contracting work, demonstrate that the applicant has the appropriate license or registration certificate;
- e. post a bond as provided in SMC 7.02.070.

**Section 4.** That section 08.02.031 of the Spokane Municipal Code is amended to read as follows:

**Section 08.02.031 Building Code**

- A. Building Permit.
- B. Building permit fees are based on the value of the work to be done as follows:

<b>VALUE OF WORK (in dollars)</b>	<b>FEE (in dollars)</b>
1 - 500	28.00
501 - 2,000	28.00 plus 3.00 for each 100 over 500
2,001 - 25,000	73.00 plus 13.00 for each 1,000 over 2,000
25,001 - 50,000	372.00 plus 10.00 for each 1,000 over 25,000
50,001 - 100,000	622.00 plus 7.00 for each 1,000 over 50,000
100,001 - 500,000	972.00 plus 5.00 for each 1,000 over 100,000
500,001 - 1,000,000	2,972.00 plus 4.00 for each 1,000 over 500,000
1,000,001 - 99,999,999	4,972.00 plus 3.00 for each 1,000 over 1,000,000

### C. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
  - a. most current building valuation data from the International Code Conference (ICC) as published in the "Building Safety Journal"; or
  - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
  - a. one hundred fifty dollars per square for recovering roofs;

- b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
- c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
- d. or the contract valuation if it is greater.

#### D. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
  - a. all commercial building permits;
  - b. all industrial building permits;
  - c. all mixed use building permits; and
  - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
  - a. single-family residences; and
  - b. duplexes.
4. Plan review fees are twenty-five dollars for:
  - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
  - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

#### E. Demolition.

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.

3. The processing fee is twenty-five dollars.
4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by SMC 07.08.151.

F. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

G. Grading.

1. Grading permit fees are as follow:

<b>VOLUME (in cubic yards)</b>	<b>FEE (in dollars)</b>
100 or less	28.00
101 - 1,000	28.00 plus 12.00 for each 100 over 100
1,001 - 10,000	136.00 plus 10.00 for each 1,000 over 1,000
10,001 - 100,000	226.00 plus 45.00 for each 10,000 over 10,000
100,001 and more	631.00 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

<b>VOLUME (in cubic yards)</b>	<b>FEE (in dollars)</b>
50 or less	None
51 - 100	20.00

101 - 1,000	25.00
1,001 - 10,000	35.00
10,001 - 100,000	35.00 plus 17.00 for each 10,000 over 10,000
100,001 - 200,000	188.00 plus 10.00 for each 10,000 over 100,000
200,001 and more	288.00 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under SMC 1.05.150.
4. The processing fee is twenty-five dollars.

#### H. Sign Permits.

1. Sign permit fees are:
  - a. thirty dollars for each wall sign, projecting sign and incidental sign; or
  - b. seventy-five dollars for each pole sign, including billboards and off-premises signs.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

#### I. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

#### J. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.

4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

L. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

M. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

N. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.
2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in SMC 8.02.060.
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:
  - a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
  - b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

O. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:
  - a. seventy-five dollars for those accessory to a single-family residence; and
  - b. one hundred dollars for all others.
2. The planning services review fee is twenty-five dollars.
3. The processing fee is twenty-five dollars.
4. Mechanical, electrical and fence permits are additional.

P. Parking Lot and Site Work Permits.  
The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

Q. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

R. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

S. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus one hundred fifty dollars,

must be paid prior to the issuance of the permit(s).

T. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.

7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

U. Recording Fee For Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

V. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

- a. No inspections: A full new permit is required.

- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

**W. Processing Fee.**

In addition to all of the fees identified in SMC 8.02.031, the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

**Section 5.** That section 08.02.065 of the Spokane Municipal Code is amended to read as follows:

**Section 08.02.065 Streets and Airspace**

**A. The fees in connection with skywalks are:**

1. Seven thousand one hundred sixty dollars for the application to the hearing examiner.
2. Three hundred thirty-five dollars for annual inspection; and
3. Two thousand two hundred ninety dollars for renewal if the renewal is sought within twenty years from date of issuance of the permit.

For the use of public airspace other than pedestrian skywalk, the fee will be as provided in the agreement.

**B. [Deleted]**

**C. The fee for a street address assignment as provided in SMC 17D.050.030 is ten dollars. The fee for a street address change is twenty-five dollars.**

**D. The street obstruction permit fees are as follows. All fees are minimum charges for time periods stated or portions of said time periods:**

1. when the public way is obstructed by a dumpster or a temporary storage unit the fee is one hundred dollars per fifteen-day period.
2. for long-term obstruction (longer than twenty-one days) in the central business district or other congested area the fee is twenty cents per square foot of public right-of-way obstructed for each month period. The director of engineering services may adjust these boundaries in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.
3. for an obstruction not provided for in subsections (1) or (2) of this section, the fees are stated below:
  - a. When the public way is excavated for:
    - i. the first three working days: One hundred dollars;
    - ii. each additional three-working-day period: Forty dollars.
  - b. When no excavation for:
    - i. the first three days: Twenty-five dollars per day;
    - ii. each additional three-day period: Forty dollars.

- c. Master annual permit fee set by the development services center manager based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;
- 4. a parking meter revenue loss fee of thirteen dollars per meter per day within the City central business district and six dollars fifty cents per meter per day for all other meters shall be paid for each meter affected by an obstruction of the public right-of-way;
- 5. a charge of five hundred dollars is levied whenever a person:
  - a. does work without a required permit; or
  - b. exempt from the requirement for a permit fails to give notice as required by SMC 12.02.0740(B);
- 6. a charge of two hundred fifty dollars is levied whenever a permittee does work beyond the scope of the permit;
- 7. no fee is charged for street obstruction permits for activities done by or under contract for the City.
- E. The review fee for a traffic control plan is fifty dollars.
- F. The fee for a building moving permit is one hundred dollars, which shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.
- G. The annual permit fee for applicators of road oil or other dust palliatives to public ways and places of public travel or resort is one hundred dollars. A contractor must notify the department of engineering services in accordance with SMC 12.02.0740(B).
- H. Street vacation application fee is four hundred dollars.
- I. The fees for approach permits are:
  - 1. For a commercial driveway: Thirty dollars; and
  - 2. For a residential driveway: Twenty dollars.

**Section 6.** That section 03.01A.320 of the Spokane Municipal Code is amended to read as follows:

### **Section 03.01A.320 Historic Preservation**

The office of historic preservation shall be directed by the historic preservation officer (HPO), who shall ~~((serves))~~ shall serve as staff to the historic landmarks commission established in chapter 04.35, SMC, providing:

- A. current inventories of historic places;
- B. technical information on the proper preparation and processing of nominations to historic registers;
- C. design review for Spokane Register properties;

- D. assistance to applicants in the preparation of documentation for special valuation;
- E. technical assistance to City departments on projects impacting historic resources;
- F. review of projects for impacts on historic properties, including Section 106 review;
- G. technical information and referral regarding rehabilitation/restoration of local historic properties, as well as information pertaining to tax incentives for historic preservation.

**Section 7.** That there is enacted a new section 07.08.151 of the Spokane Municipal Code to read as follows:

**Section 07.08.151 Historic Preservation Incentives Fund**

- A. There is established a special revenue fund to be known as the “historic preservation incentives fund” into which shall be deposited funds received by the city in payment for demolition permits.
- B. Money in this fund shall be disbursed on the recommendation of the city’s historic preservation officer, and pursuant to an historic preservation incentive program established by the historic landmarks commission and approved by the city council by ordinance.

**Section 8.** That section 17A.020.030 of the Spokane Municipal Code is amended to read as follows:

**Section 17A.020.030 “C” Definitions**

- A. Candidate Species.  
A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.
- B. Carport.  
A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.
- C. Cellular Telecommunications Facility.  
They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.
- D. Central Business District.  
The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.

E. Certificate of Appropriateness.

Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

F. Certificate of Capacity.

A document issued by the planning services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL).

An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use.

For purposes of modification of a preliminary plat, "change of use" shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ).

A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization.

The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

K. City.

The City of Spokane, Washington.

L. Clear Street Width.

The width of a street from curb to curb minus the width of on-street parking lanes.

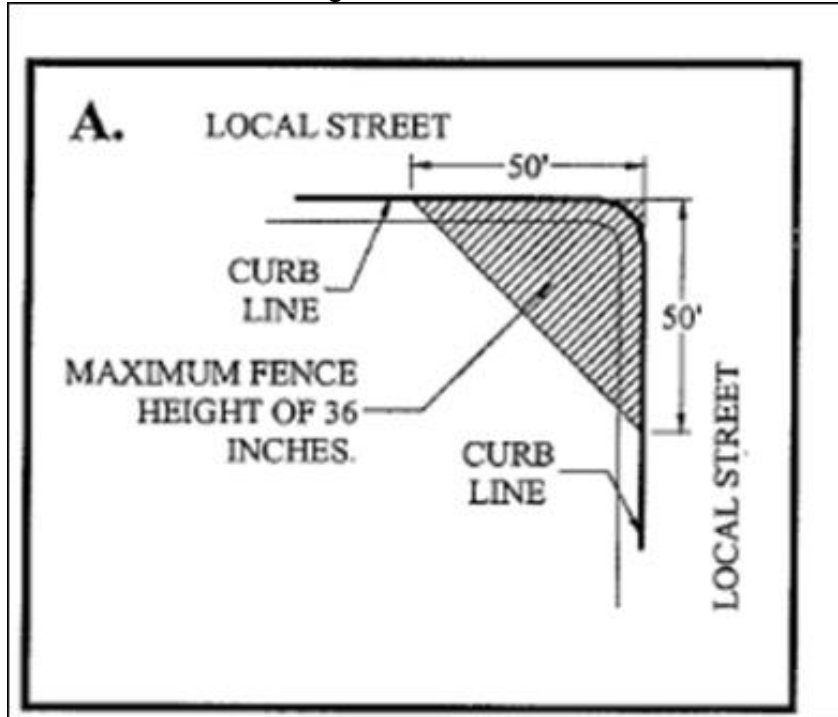
M. Clear Pedestrian Zone

Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

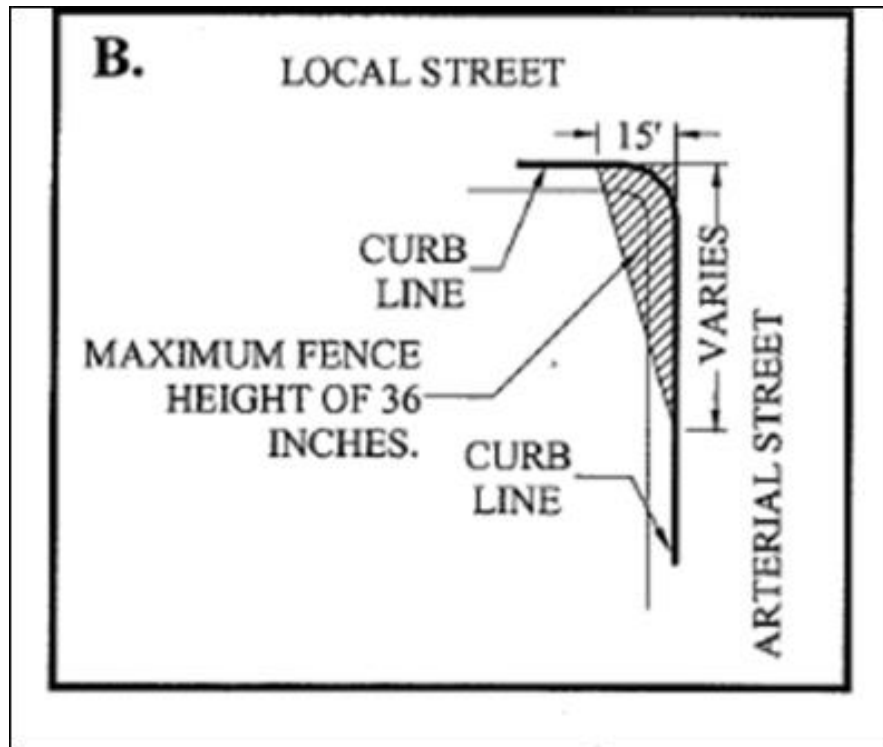
N. Clear View Triangle

A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

1. A right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; oR

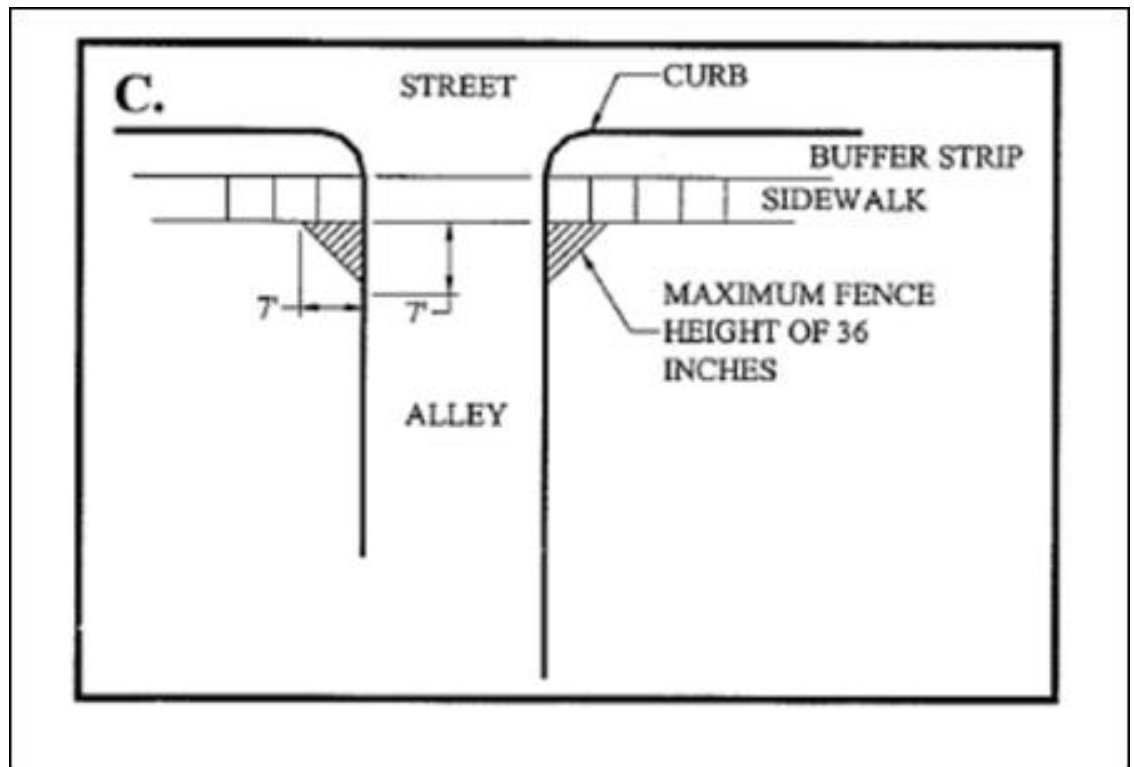


2. A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

- the inside line of the sidewalk; or
- if there is no sidewalk, a line seven feet inside the curb line.



O. Clear Zone.

An unobstructed, relatively flat area provided beyond the edge of the traveled way for the recovery of errant vehicles.

P. Clearing.

The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

Q. Cliffs.

1. A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.
2. A "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

R. Closed Record Appeal Hearing.

A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial

hearing on the application. No new testimony or submission of new evidence and information is allowed.

S. Collector Arterial.

A relatively low speed street serving an individual neighborhood.

1. Collector arterials are typically two-lane roads with on-street parking.
2. Their function is to collect and distribute traffic from local access streets to principal and minor arterials.

T. Co-location.

Is the locating of wireless communications equipment from more than one provider on one structure at one site.

U. Colony.

A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

V. Commercial Driveway.

Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

W. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

X. Commission – Historic Landmarks.

The City/County historic landmarks commission.

Y. Community Banner.

A temporary banner made of sturdy cloth or vinyl that is not commercial advertising that has the purpose of the promotion of a civic event, public service announcement, holiday decorations, or similar community and cultural interests and is placed on a structure located in the public right-of-way, subject to procedures authorized by city administrator.

Z. Community Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

1. A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.
2. A community meeting does not constitute an open record hearing.
3. The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

AA. Compensatory Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

1. Restoration.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or

degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.

2. Re-establishment.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

3. Rehabilitation.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

4. Creation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

5. Enhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6. Protection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

AB. Comprehensive Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

AC. Conceptual Landscape Plan.

A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

7. The type of landscaping, L1, L2, or L3, is required to be labeled.
8. It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

AD. Concurrency Certificate.

A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

AE. Concurrency Facilities.

Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

9. transportation,
10. public water,
11. fire protection,
12. police protection,
13. parks and recreation,
14. libraries,
15. solid waste disposal and recycling,
16. schools, and
17. public wastewater (sewer and stormwater).

AF. Concurrency Test.

The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

AG. Conditional Use Permit.

A "conditional use permit" and a "special permit" are the same type of permit application for purposes of administration of this title.

AH. Condominium.

Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

AI. Confidential Shelter.

Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

AJ. Congregate Residence.

A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

AK. Conservancy Environments.

Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

AL. Container.

Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

AM. Context Areas

Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

AN. Contributing Resource

Contributing resource is any building, object, structure, or site which adds to the historical integrity, architectural quality, or historical significance of the local or federal historic district within which the contributing resource is located.

~~((AN-))~~AQ. Conveyance.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

~~((AQ-))~~AP. Conveyance System.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

~~((AP-))~~AQ. Copy.

Letters, characters, illustrations, logos, graphics, symbols, writing, or any

combination thereof designed to communicate information of any kind, or to advertise, announce or identify a person, entity, business, business product, or to advertise the sale, rental, or lease of premises

~~((AQ-))~~AR. Cottage Housing.

1. A grouping of individual structures where each structure contains one dwelling unit.
2. The land underneath the structures is not divided into separate lots.
3. A cottage housing development may contain no less than six and no more than twelve individual structures in addition to detached accessory buildings for storing vehicles. It may also include a community building, garden shed, or other facility for use of the residents.

~~((AR-))~~AS. Council.

The city council of the City of Spokane.

~~((AS-))~~AT. County.

Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

~~((AT-))~~AU. Covenants, Conditions, and Restrictions (CC&Rs).

A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

~~((AU-))~~AV. Creep.

Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

~~((AV-))~~AW. Critical Amount.

The quantity component of the definition of critical material.

~~((AW-))~~AX. Critical Aquifer Recharge Areas (CARA).

Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

~~((AX-))~~AY. Critical Areas.

Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

~~((AY-))~~AZ. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

~~((AZ-))~~BA. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to: domestic and industrial water supply,
  - a. domestic and industrial water supply,
  - b. agricultural irrigation,
  - c. stock water, and
  - d. fish propagation.

Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

~~((BA-))~~BB. Critical Material Activity.

A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials.

A list of critical materials activities is contained in the Critical Materials Handbook.

~~((BB-))~~BC. Critical Materials Handbook.

1. The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.
2. The handbook is based on the original prepared by the Spokane water quality management program ("208") coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.

3. The handbook, as approved and modified by the division director of public works and utilities, contains:
  - a. a critical materials list,
  - b. a critical materials activities list, and
  - c. other technical specifications and information.
4. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

~~((BG-))~~BD. Critical Review.

The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

~~((BD-))~~BE. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:

- e. Application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
- f. Application for a shoreline substantial development permit (SMC 17G.060.070(B)(1)).
- g. Application for a certificate of occupancy (SMC 17G.010.170).
- h. Application for a variance or a certificate of compliance (SMC 17G.060.070(A) or SMC 17G.060.070(B)(1)).
- i. Application for rezoning (SMC 17G.060.070(A)).
- j. Application for conditional permit (SMC 17G.060.070(A)).
- k. Application for a business license (SMC 8.01.120).
- l. Application for a permit under the Fire Code (SMC 17F.080.060).
- m. Application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
- n. Application for connection to the City sewer or water system.
- o. Application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).
- p. Application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
- q. Application involving a project identified in SMC 17E.010.120.
- r. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.

- s. Application for an underground storage tank permit (SMC 17E.010.210); and
  - t. Application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).
2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

~~((BE-))~~BF. Critical Review Applicant.

A person or entity seeking a critical review action.

~~((BF-))~~BG. Critical Review Officer – Authority.

1. The building official or other official designated by the director of public works and utilities.
2. For matters relating to the fire code, the critical review officer is the fire official.
3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.
5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter

~~((BG-))~~BH. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

~~((BH-))~~BI. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

~~((BI-))~~BJ. Curb Ramp.

A ramp constructed in the sidewalk to allow wheelchair access from the sidewalk to the street.

~~((B.J.))~~BK. Cutbank.

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

**Section 9.** That section 08.10.230 of the Spokane Municipal Code is amended to read as follows:

### **Section 08.10.230 Pilot Urban Utility Installation Project**

#### **A. Pilot Urban Utility Installation Project**

There is created a Pilot Urban Utility Installation Project established to provide funding to the City's utilities departments to mitigate the cost of the installation of new or upgrades to city-owned public utility infrastructures in the city right-of-way which is associated with the redevelopment of existing structures or in-fill development with new structures on properties in the downtown core, ~~((and))~~ in ~~((other))~~ centers and corridors targeted for infill identified in the Urban Utility Installation Area map, within historic districts established under chapter 17D.100, SMC, and for properties listed on the Spokane and National Historic Register.

#### **B. Project Criteria**

1. The City will coordinate with abutting property owners to install new or upgrade existing public utilities infrastructure located in the city right-of-way. Projects will be evaluated based on objective criteria which includes but is not limited to, the timing and extent of the redevelopment project, project financial resources, increased demand for public utility services, projected utility revenue to the city, and the impact and efficiency of the existing infrastructure. The city administration shall develop criteria consistent with this section for the awarding of project monies which shall be approved by resolution by City Council.
2. Priorities for funding shall include, but are not limited to, the following:
  - a. Re-use of buildings (historic preservation),
  - b. Density & infill mix of housing,
  - c. Affordable housing within a development,
  - d. Mix use of commercial and retail, and
  - e. Increased demand on public utility services.

#### **C. Urban Utility Installation Area**

The projects to be funded by Pilot Urban Utility Installation Project shall be located in the Urban Utility Installation Area, which is established in the map set forth in Attachment A, ~~((which may be))~~as amended by the ~~((city council))~~City Council ~~((to include other centers and corridors targeted for in-fill development))~~from time to time, as well as Spokane and National Historic Districts and historic landmarks.

#### **D. Application Process**

The applicant shall make application for project funding to the Utilities Department on a form supplied by the department. The application shall include, but not limited to, information regarding the redevelopment project financial funding and any other relevant financial information requested by the planning and development department director. The information required on the application and provided by the applicant shall demonstrate how the project satisfies the project criteria set forth in this section and the administrative policies.

#### E. Initiation and Completion of Projects

Once a project is approved, the City shall determine when to initiate and complete projects for the installation of new or upgrades to existing city-owned public utility infrastructures in the city right-of-way. Funding for the specific projects shall be allocated to the applicable utilities department pursuant to the City's existing financial transfer procedures

#### F. Funding

1. Increases in utility revenue associated with the installation of new or upgrades to existing public utility infrastructures installed pursuant to this section, including utility hook-up fees and charges, shall be allocated to the Pilot Urban Utility Installation Project.
2. Individual project funding shall not exceed forty thousand dollars (\$40,000).
3. As a pilot program, the amount of utility revenue generated will be evaluated over the course of five years to determine the success of the Project. The program will sunset after five years ~~((and must be))~~ unless earlier renewed ~~((at that time))~~.

#### G. Administrative Policy.

The city administration shall develop policies and procedures to implement the provisions of this section, which shall be approved by resolution of the city council. Such policies and procedures must be consistent with and shall not conflict with the provisions of this section. The policies and procedures may include provisions developing the criteria necessary to award project funding.

- H. The city administration shall update the city council at least twice a year on the Pilot Urban Utility Installation Project program including the number of applications, the status of approved and completed projects and the amount of increased property taxes.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

BRIEFING PAPER  
Historic Preservation & Demolition Ordinance –  
Study Session  
Spokane City Council  
January 18, 2018

---

Subject:

An ordinance enhancing protections for historic landmarks and districts, as well as providing increased incentives and new funding for historic preservation; repealing chapter 17D.040; enacting a new chapter 17D.100; amending sections 17G.010.210, 08.02.031, 08.02.065, and 08.10.230, and enacting a new section 07.08.151 of the Spokane Municipal Code.

Background:

Spokane is experiencing a period of dramatic growth, construction, and redevelopment. This activity is fundamentally changing certain aspects of the city's diverse architectural character, which reflects Spokane's rich history. Everything from the city's infrastructure to some of its older, most historic buildings are being rehabilitated and repurposed, and these changes are phenomenal. Unfortunately, many of our historic buildings are also quickly being demolished in favor of parking lots and new developments that often do not reflect the historic and architectural character of the neighborhoods and districts in which they once stood.

This ordinance intends to protect Spokane's architectural heritage and the many public benefits that it provides to the community. The city's architectural history has helped make Spokane a leading travel destination in the Intermountain Northwest. This is one of the many features that attract tourists, business conventions, and other events and groups, and each provides an influx of dollars into our local economy. In addition, the architectural heritage that can be strongly felt in many of our city's neighborhoods also creates a sense of place that brings our local communities together, strengthens bonds between neighbors, and creates a sense of familiarity and security. Municipal law must protect these communal and economic benefits by promoting historic preservation from undue demolition. This aligns seamlessly with the City's Comprehensive Plan "Preservation" goal to preserve and protect Spokane's significant historic structures, neighborhoods, and sites.

Impact:

The proposed ordinance makes numerous improvements to current law; most notably, it would:

- Create a process for designating historic districts on the Spokane Register (whereas current law contains a process for designating single historic landmarks, but not one for the creation of meaningful districts), and creates a process for property owners in the proposed district to appeal that designation
  - Create a more thorough and, at times, restrictive process by which the appropriateness of demolition of historic landmarks and contributing buildings in historic districts may be determined and, in some cases, denied
  - Eliminate provisions from current law that creates an exemption for historic structures to be demolished in order to provide parking space for an historic structure undergoing rehabilitation on an adjacent parcel in downtown
-

BRIEFING PAPER  
Historic Preservation & Demolition Ordinance –  
Study Session  
Spokane City Council  
January 18, 2018

---

- Give the Historic Landmarks Commission authority to conduct design review on new construction or redevelopment within registered historic districts, and on structures replacing demolished historic landmarks
  - Gives the Historic Landmarks Commission authority to place property management standards on lots left vacant by the demolition of an historic structure
  - Add more clear criteria for determining whether adherence to the provisions of the ordinance for a given historic landmark, a contributing building within an historic district, or an registered historic building (or one eligible to be registered) in the Downtown Boundary Area would burden the property owner with an economic hardship and would thus exempt the project from the ordinance, to be used by the ad hoc committee charged with making such determinations
  - Create three new economic incentives to promote historic preservation, which are:
    - A façade improvement grant to help fund improvements to the street-facing façades of historic landmarks or contributing buildings within an historic district
    - A pilot sidewalk improvement grant project that would help fund improvements and repairs to sidewalks adjacent to property upon which an historic landmark or contributing building within an historic district sits
    - An extension of the “Urban Utility Installation Program” to include historic landmarks and contributing buildings within an historic district for an indefinite amount of time by amending SMC 08.10.230
-

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

02/05/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	ORD C35581
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	LORI KINNEAR 6256269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 ITINERANT VENDOR PENALTY ORDINANCE

**Agenda Wording**

An ordinance relating to itinerant vendor permits; adopting a new section 10.40.025 to chapter 10.40 of the Spokane Municipal Code.

**Summary (Background)**

A. If a person engages in activities defined in SMC 10.40.010 without a current itinerant vendor permit issued by the City of Spokane taxes and licenses division, they are subject to a penalty. B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation. C. Itinerant vendors must comply with all state and local laws.

<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>	MCCLATCHEY, BRIAN	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
		Nov 2017 PSCH Committee
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN	

## ORDINANCE NO. C35581

An ordinance relating to itinerant vendor permits; adopting a new section 10.40.025 to chapter 10.40 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.40.025 to chapter 10.40 of the Spokane Municipal Code to read as follows:

### 10.40.025 Violation

- A. If a person engages in activities defined in SMC 10.40.010 without a current itinerant vendor permit issued by the City of Spokane taxes and licenses division, they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Itinerant vendors must comply with all state and local laws.

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:**

02/05/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	ORD C35582
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	LORI KINNEAR 6256269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 SPECIAL EVENT PENALTY ORDINANCE

**Agenda Wording**

An ordinance relating to special event permits; adopting a new section 10.39.055 to chapter 10.39 of the Spokane Municipal Code.

**Summary (Background)**

A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the City of Spokane Police or Fire Department, they are subject to a penalty. B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation. C. Special Event Permit holders must comply with all state and local laws.

<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>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Nov 2017 PSCH Committee
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN		

## ORDINANCE NO. C35582

An ordinance relating to special event permits; adopting a new section 10.39.055 to chapter 10.39 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.39.055 to chapter 10.39 of the Spokane Municipal Code to read as follows:

### **10.39.055 Violation**

- A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the City of Spokane Police or Fire Department, they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

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:**

02/05/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	ORD C35583
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	LORI KINNEAR 6256269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 SIDEWALK CAFE PENALTY

**Agenda Wording**

An ordinance relating to sidewalk café permits; adopting a new section 10.28.025 to chapter 10.28 of the Spokane Municipal Code.

**Summary (Background)**

A. If a person engages in activities defined in SMC 10.28.010 and SMC 8.02.0220 without a current sidewalk cafe permit issued by the city engineer, they are subject to a penalty. B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation. C. Sidewalk cafe permit holders must comply with all state and local laws.

<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>Division Director</u>	
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	
<u>Purchasing</u>	
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN

## ORDINANCE NO. C35583

An ordinance relating to sidewalk café permits; adopting a new section 10.28.025 to chapter 10.28 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.28.025 to chapter 10.28 of the Spokane Municipal Code to read as follows:

### **10.28.025 Violation**

A. If a person engages in activities defined in SMC 10.28.010 and SMC 8.02.0220 without a current sidewalk cafe permit issued by the city engineer, they are subject to a penalty.

B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

C. Sidewalk cafe permit holders must comply with all state and local laws.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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