

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **May 17, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **187 745 6528** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

**To participate in virtual public comment:**

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, May 17, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

**To participate in Open Forum:**

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, May 17, and will close at 6:00 p.m.** Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

**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!**

**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**

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum 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.

**Rule 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 2.15      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
  - 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 their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. 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 amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  - 2. 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 (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 17, 2021

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER BETSY WILKERSON**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**



## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

## 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.

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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 by accessing the City website at [www.spokanecity.org](http://www.spokanecity.org).

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)  
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |  |         |                              |
|--|---------|------------------------------|
| 1. Contract Amendment / Extension with American Medical Response Service, Inc. for Advanced Life Support emergency and non-emergency ambulance services from June 1, 2021, through May 31, 2025—\$300,000. (Council Sponsors: Council President Beggs and Council Member Kinnear)<br><b>Mike Lopez</b> | Approve | OPR 2015-0314<br>BID 4060-14 |
| 2. Contract Renewal No. 2 of 2 with Environment Control of Spokane to perform public works janitorial work at various facilities from June 1, 2021, through May 31, 2022—\$50,880. (Council Sponsors: Council President Beggs and Council Member Kinnear)<br><b>Jay Atwood</b>                         | Approve | OPR 2017-0353<br>BID 4354-17 |
| 3. Updated Interlocal Agreement with the Spokane Regional Transportation Council to expand total number of voting directors. (Council Sponsors: Council President Beggs and Council Member Kinnear)<br><b>Mike Piccolo</b>   | Approve | OPR 1998-1037                |
| 4. Contract with Cortner Architectural Company (Spokane) for Architectural & Engineering services for roof replacement of the Combined Communications Building—\$52,850. (Relates to Special Budget Ordinance C36048) (Council Sponsor: Council Member Kinnear)<br><b>Brian Schaeffer</b>              | Approve | OPR 2021-0322                |

- |  |                                    |               |
|--|------------------------------------|---------------|
| 5. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &<br>Authorize<br>Payments | CPR 2021-0002 |
| <br>   |                                    |               |
| 6. City Council Meeting Minutes: _____, 2021.  | Approve<br>All                     | CPR 2021-0013 |

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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **CITY COUNCIL SESSION**

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

(Council Briefing Center)

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

**ORD C36048** Combined Communications Building Fund  
FROM: Unappropriated Reserves, \$52,850;  
TO: Engineering Services, same amount.

(This action allows for the replacement of the building's roof, which will require an architectural and engineering assessment.) (Relates to Consent Agenda Item No. 4) (Council Sponsor: Council Member Kinnear)

**Brian Schaeffer**

**ORD C36049** Fleet Replacement Fund  
FROM: Unappropriated Reserves, \$108,960;  
TO: Interfund Capital Commissioning, same amount.

(This action budgets for increases to vehicle upfit and commissioning costs.) (Council Sponsor: Council Member Kinnear)

**Major Mike McNab**

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

**ORD C36047** Relating to parking municipal codes amending SMC sections 08.02.065, 08.02.083, 12.06A.040, 16A.61.550, 16A.61.564, 16A.61.567, 16A.61.570, 16A.61.5703, 16A.61.787; adopting new chapters SMC 16A.05, 16A.06, 16A.07 and a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code; and repealing SMC 16A.04.010, 16A.04.020, 16A.04.030, 16A.04.040, 16A.04.050, 16A.04.055, 16A.04.060, 16A.04.070, 16A.04.080, 16A.61.381, 16A.61.560, 16A.61.561, 16A.61.562, 16A.61.563, 16A.61.565, 16A.61.566, 16A.61.5701, 16A.61.5702, 16A.61.5704, 16A.61.5705, 16A.61.5706, 16A.61.5707, 16A.61.5708, 16A.61.575, 16A.61.577, 16A.61.581, 16A.61.582, 16A.61.583, 16A.61.589, 16A.61.590, 16A.61.5902, 16A.61.5903, 16A.61.5904, 16A.61.5906, 16A.61.5908, 16A.61.5910, 16A.61.5914, 16A.61.5916, 16A.61.5918, 16A.61.5921, 16A.61.5922, 16A.61.5924, 16A.61.790 and setting an effective date.

**Kris Becker**

## FIRST READING ORDINANCES

ORD C36050 (To be considered under Hearings H1.b.)

FURTHER ACTION DEFERRED

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## NO SPECIAL CONSIDERATIONS

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## HEARINGS

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

### RECOMMENDATION

- |     |   |                                     |            |
|-----|---|-------------------------------------|------------|
| H1. | a. Vacation of Scenic Boulevard between 27 <sup>th</sup> Avenue and 29 <sup>th</sup> Avenue, as requested by Dave Dupree. | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C36050 vacating Scenic Boulevard between 27 <sup>th</sup> Avenue and 29 <sup>th</sup> Avenue.  | Further<br>Action<br>Deferred       | ORD C36050 |

**Eldon Brown**

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**Motion to Approve Advance Agenda for May 17, 2021**  
(per Council Rule 2.1.2)

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## OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, May 17, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

## ADJOURNMENT

The May 17, 2021, Regular Legislative Session of the City Council is adjourned to May 24, 2021.

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## **NOTES**



**Agenda Sheet for City Council Meeting of:**  
05/17/2021

<b>Date Rec'd</b>	5/5/2021
<b>Clerk's File #</b>	OPR 2015-0314
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4060-14
<b>Requisition #</b>	

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	MIKE LOPEZ X7092
<b>Contact E-Mail</b>	MLOPEZ@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1970 - AMBULANCE SERVICES CONTRACT AMENDMENT

**Agenda Wording**

Contract amendment/extension with American Medical Response Service, Inc. Contract extension will be June 1, 2021 through May 31, 2025.

**Summary (Background)**

AMR agreed to provide Advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue \$ 300,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 1970-35121-99999-34221-99999

#

#

#

**Approvals**

**Dept Head** SCHAEFFER, BRIAN

**Division Director** SCHAEFFER, BRIAN

**Finance** SCHMITT, KEVIN

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing** PRINCE, THEA

**Council Notifications**

**Study Session\Other** PSHC 5/3/21

**Council Sponsor** CP Beggs & CM Kinnear

**Distribution List**

Mike Lopez (mlopez@spokanecity.org)

Fire Accounting (fireaccounting@spokanecity.org)

Brian Schaeffer (bschaeffer@spokanecity.org)



#### AMBULANCE SERVICE RATE COMPARISONS- March 2021

The table below provides information on ambulance rates for a number of Fire and Government-based transport agencies in Washington, and Idaho.

	ALS I Base	ALS II Base	BLS Base	Per Mile	O2 Fee	Treat/No Transp.-BLS	Treat/No Transport-ALS
City of Tacoma Fire	\$1,220.00	\$1,220.00	\$980.00	\$20.00	N/A	N/A	N/A
East Pierce Fire	\$1,050.00	\$1,150.00	\$850.00	\$22.00	N/A	N/A	N/A
Spokane-Current	\$975.00	N/A	\$975.00	\$23.45	\$58.64	N/A	N/A
Spokane Co.-2020	\$857.39	N/A	\$857.39	\$20.99	\$57.21	N/A	N/A
So. Snohomish Fire & Rescue	\$975.00	\$1,075.00	\$650.00	\$18.00	N/A	N/A	N/A
Kootenai Co. ID	\$903.00	\$1,009.00	\$717.00	\$16.50	N/A	\$319.00	N/A
Ada Co., ID	\$978.15	\$1,087.42	\$660.94	\$14.32	\$64.71	\$136.86	\$317.21
Kittitas Valley Fire	\$903.00	\$990.00	\$693.00	\$18.00	N/A	N/A	N/A

#### Notes:

1. N/A is used to denote that there is no charge for this item
2. City of Tacoma FD does not distinct between ALS I and ALS II. They do not charge for ancillaries (e.g., bandaging, medications, O2, etc.)
3. Kittitas Valley Fire & Rescue has a County resident fee and a Non-Resident fee. County residents are charged a tax for EMS that augments the transport revenue. The charges in the table are for residents of Kittitas County. Non Resident fees are: ALS I- \$1,181; ALS II - \$1,315; BLS- \$913. KVF&R also charges a non-emergent BLS fee for interfacility transports.
4. Kootenai Co. EMS and Ada Co. EMS in Idaho charge a "Treat and No Transport" Fee.
5. Ada County, Idaho charges all non-residents and additional \$119.88 in addition to the charges listed in the table above.
6. Kootenai Co. EMS charges based on resident vs. non-resident as Kootenai County is considered a legal "Ambulance District" under Idaho state law and receives a county tax subsidy through the ambulance district tax. The rates reflect non-resident charges.



**BRIAN SCHAEFFER**  
FIRE CHIEF

## **Ambulance Transport Agreement (2021) Briefing Paper**

### **Background and Introduction**

The City of Spokane and American Medical Response (AMR) agreed to a one-year interim contract extension in May of 2020. The extension expires on May 31, 2021. This analysis provides documentation that supports the recommendation to offer an additional four years on the contract that started in 2015. The contract is a five-year contract with an automatic renewal for five years, which was approved by the City Council on June 1, 2015, at the discretion of the City and based upon the contractor's clinical, customer service and operational performance. The initial five-year period concluded in June of 2020, the interim one-year agreement transitions the relationship to May 31, 2021 at which time, a decision is required that either extends the 2015 contract for an additional four years or identifies the next step in the provision of ambulance service in the City of Spokane. The one-year extension was agreed upon in order to address the impacts of the COVID-19 pandemic on the operations of ambulance service and allowed a closer review of how ambulance service is provided in Spokane. Exercising the remain four years as authorized in the contract puts the agreement back in line with the initial terms after the one-year step to assess and accommodate COVID-19 impacts.

The agreed upon modifications to the one-year contract extension include:

1. During the COVID-19 outbreak, the City waives liquidated damages and response time penalties due to extended out-of-service times for decontamination procedures.
2. Permits AMR to use EMT-staffed ambulance to compensate for reduced numbers of Paramedics due to exposure and predicted surge in number of COVID-19 related EMS incidents.
3. To conserve essential Fire Department resources, AMR will respond without Fire Department resources to all Alpha and Bravo (low acuity) EMS incidents; and
4. Authorizes an increase in the ambulance service rates outside of the contractually allowed inflationary adjustments based on the All-Urban Consumer Price Index.

Only options 1 and 4 above were implemented because the engineering and protocols that were implemented in response to the pandemic allowed us to adequately manage EMS provider exposure and quarantine.

During the past five years, AMR has consistently met or exceeded the contract's performance standards. This includes response time compliance that on a month-to-month basis met the 90% criteria. The following observations support the fact that AMR is a valued partner in the provision of emergency care in Spokane.

1. AMR Paramedics and EMT's regularly attended clinical education sessions along with Fire Department personnel in order to promote and sustain continuity of care.
2. The Spokane Fire Department recently completed an inspection of AMR equipment and vehicles. A review of AMR's WA State-approved Ongoing Training and Evaluation Program (OTEP) was a part of this inspection. All vehicles and equipment were found to be in excellent



**BRIAN SCHAEFFER**  
FIRE CHIEF

- working order, clean and met all Washington Administrative Code (WAC) requirements for trauma verified ambulances. Additionally, the Company's OTEP program was found to meet standards and coincides with the Fire Department's OTEP program;
3. Customer service surveys demonstrate that the public is appreciative of the service that AMR delivers. There is a consistent appreciation, by the Public, for AMR's employees' compassion and professional expertise. Concerns that were expressed are focused on the cost of transport service.
  4. Despite emergency department overcrowding caused by the COVID-19 pandemic, and the resulting delay in handing off patients, AMR continue to perform at a high level. AMR's leadership communicated frequently with hospital leaders to assure that they could speed up patient transfers to the E.D. and return their units in service and ready to respond to the next EMS response; and
  5. AMR's Leadership Team communicates regularly with the Fire Department's EMS Team throughout the course of the Pandemic. This communication allows us to collaboratively monitor developments and proactively address operational issues that are directly attributed to the COVID-19 pandemic.

AMR continues to be a strong partner in the provision of Emergency Medical Services in the community. Responding in the face of a world-wide pandemic requires cooperation, attention to detail, and continued commitment to the provision of quality service to the citizens. Additionally, operating during the pandemic required frequent and effective communications to assure continuity of service continues. AMR met all those expectations throughout the year and has actively participated in community response activities relating to the Pandemic. During the Phase IA/B vaccination clinics that were held at the Fire Training Center, AMR committed dedicated resources in support of the effort at no cost to the community. AMR supplied a dedicated ambulance and three personnel throughout each day of the vaccination clinics.

The graphs below illustrate AMR's consistent compliance with response time requirements during the contract period. AMR's performance has consistently exceeded the 90% contractual requirements for response times. Their performance, as well as their demonstrated commitment to a partnership highlighted above, demonstrate that the current system functions well.



**BRIAN SCHAEFFER**  
FIRE CHIEF

### City of Spokane Yearly Contract Compliance 2016 - 2021



### City of Spokane Monthly Contract Compliance June 2016 - February 2021





**BRIAN SCHAEFFER**  
FIRE CHIEF

### **Current Situation Options**

At question is what the next action is to take as the interim, 1-year contract approaches the May 31, 2021 expiration. The following options are presented for discussion purposes and will be followed by the Fire Department's recommendation.

**Option 1- Enact the current contract's full, five-year extension provision.** Recognizing that the first of year of that extension is nearing conclusion, this will, in fact, be a four-year extension to complete the full five-year extension.

**Option 1 Benefits:** Adopting a four-year extension:

- Maintains continuity of operations and service to the community;
- Avoids a compressed RFP/Ambulance Bid process that could result in higher patient transport costs and potential loss of continuity of service in the event the incumbent provider is not the successful bidding party; and
- Maintains the effective working relationship that has been forged from both an operational (daily EMS response activities) and administrative perspective.

**Option 1 Disadvantages:** A four-year extension:

- Eliminates the chance that a lower patient transport cost is realized during a re-bid. The likelihood of rates being lower than existing rates is very minimal. All ambulance service providers are experiencing higher labor costs, higher equipment and supply costs and reduced net revenue. Spokane continues to enjoy some of the lowest ambulance rates in the Pacific Northwest.
- Obligates the City to continue the current ambulance service model for another four years.

The Fire Department also considered entering into a bid process for ambulance services. Ultimately, that option was ruled out due to:

1. Performance of the current contractor that exceeds contractual obligations
2. The significant risk of increased cost for service based on industry trends
3. The potential for disruption to the service because of the extensive investment required to establish service and the short time in which to do it

### **Recommendation**

The Fire Department recommends approving Option 1- Extend the current contract for an additional four years which fulfills the current contract's option of a five-year extension upon the concurrence of the City of Spokane. This option:

- Maintains the excellent continuity of care that the citizens are receiving under the current model.
- Stabilizes an essential part of the City's Emergency Care System.
- Continues to control ambulance transport costs in accordance with the current contract's provisions; and
- Leverages the collective expertise of the Fire Department's First Response capabilities and AMR's expertise in providing patient transportation.



**BRIAN SCHAEFFER**  
FIRE CHIEF

Further, it is recommended that the City re-establish the liquidated damages and strict adherence to the contract's response time parameters. This is possible now that COVID-19 appears to be on a steady decline in the community and its impact on ambulance operations is not as significant in comparison to March of 2020.



**City of Spokane**

**CONTRACT EXTENSION**

Title: **AMBULANCE SERVICES**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**, a Delaware corporation, whose address is 1425 N. Washington St., Spokane, Washington 99201 ("AMR"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein AMR agreed to provide advanced Life Support (ALS - paramedic) emergency and non-emergency ambulance services at the request of the Combined Communications Center on behalf of the Fire Department twenty four (24) hours daily, seven (7) days a week. All persons needing service shall be served without regard to place of residence, financial condition, presence or absence of medical insurance and type of ailment or injury suffered. AMR shall provide Advanced Life Support (ALS - paramedic) staffed ambulances at all times; and*

*WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Original Contract, dated May 1, 2015 and May 18, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. The amendment dated June 11, 2020, is no longer in effect. The changes noted below are to the Original Contract.

**2. Article II. Section 11 G**

Section 11 G "Liquidated Damages" is amended to include an opening sentence that states Liquidated damages are assessed in accordance with (G) (1), (2), and (3) when party fails to meet the 90% compliance in any given month. If the Party's response time performance falls below 90% in any given month, liquidated damages are assessed on a per response basis as outlined in these sections.

### ARTICLE III. FEES AND CHARGES

1. The rate schedule may be adjusted by AMR once a year on an annual basis with the increase not to exceed the average of the percentage of the following consumer price indexes (CPI) as compiled and reported by the U.S. Department of Labor, Bureau of Labor Statistics for the most recent 12-month period, not seasonally adjusted:
  - a. The US Medical Care Services index, and
  - b. The All Items-West Class A City, and
  - c. Modified to adjust for Contractor's ability to collect increased rates from fixed government payors.

The annual rate adjustment will be applied to the approved rates and mileage, and rates will be adjusted accordingly. Any rate increase that is approved by the Contract Administrator shall be effective on June 1<sup>st</sup> of each Contract Year.

<b>EXAMPLE: CPI ADJUSTED FOR GOVERNMENT PAYORS</b>					
	<b>Contractor Payor Mix</b>	<b>Allowed Inflator</b>	<b>Source</b>	<b>Percent of CPI (Allowed Inflator ÷ Weighted CPI Increase)</b>	<b>Weighted Net Collections</b>
Medicare	54.3%	0.8%	CMS AIF	30.8%	16.7%
Medicaid	12.3%	0.0%		0.0%	0.0%
Insurance & Self Pay	33.4%	2.6%	Weighted CPI Increase	100.0%	33.4%
Potential collection of user fee increase (sum of Weighted Net Collections):					50.1%
Weighted CPI Increase					2.6%
<b>Adjusted Allowable Annual Rate Increase (Weighted CPI Increase ÷ Sum of Weighted Net Collections):</b>					<b>5.2%</b>

### 3. EFFECTIVE TERM.

This Contract Extension shall begin on June 1, 2021 and end on May 31, 2025.

#### Section 4 . Rates

Effective June 1, 2021, Appendix C is replaced with the new Appendix C attached hereto and incorporated by this reference.

#### INITIAL RATE SCHEDULE

Item	Amount charged (June 1 <sup>st</sup> 2021 Agreement year)
BLS Emergency Rate	\$975
ALS – 1 Emergency Rate	\$975
ALS – 2 Rate	\$975
Mileage Rate (per mile)	\$23.45
Oxygen Rate	\$58.64



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

**AMERICAN MEDICAL RESPONSE  
AMBULANCE SERVICE, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

21-057a



**Agenda Sheet for City Council Meeting of:**  
05/17/2021

<b>Date Rec'd</b>	5/5/2021
<b>Clerk's File #</b>	OPR 2017-0353
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4354-17
<b>Requisition #</b>	CR22580

<b>Submitting Dept</b>	FIRE
<b>Contact Name/Phone</b>	JAY ATWOOD X7005
<b>Contact E-Mail</b>	JATWOOD@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1970 - ENVIRONMENT CONTROL OF SPOKANE CONTRACT RENEWAL

**Agenda Wording**

Janitorial contract with Environment Control of Spokane to perform public works janitorial work at various facilities. This contract renewal is June 1, 2021 to May 31, 2022. This renewal is the second of two one year renewals.

**Summary (Background)**

The Spokane Fire Department operates five (5) separate facilities which require a varied schedule of janitorial and cleaning work. These five (5) facilities consist of 1) the Administrative offices at Fire Station 1, 2) The Combined Communications Building, 3) the Fire Department Training Center and Training Administrative offices, 4) the Fire Department Training Field House, and 5) the Fire Department Maintenance Facility.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 24,420.00

Expense \$ 13,320.00

Expense \$ 1,200.00

Expense \$ 11,940.00

**Budget Account**

# 1640-35351-28200-54906-99999

# 1970-35451-22500-54906-99999

# 1970-35440-22500-54906-99999

# 1970-35448-22500-54906-99999

**Approvals**

**Dept Head** SCHAEFFER, BRIAN

**Division Director** SCHAEFFER, BRIAN

**Finance** WALLACE, TONYA

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing** PRINCE, THEA

**Council Notifications**

**Study Session\Other** PSHC 5/3/21

**Council Sponsor** CP Beggs & CM Kinnear

**Distribution List**

Fire Accounting (fireaccounting@spokanecity.org)

David Stockdill (dstockdill@spokanecity.org)

Jay Atwood (jatwood@spokanecity.org)

# Briefing Paper

## Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire/Dispatch
<b>Subject:</b>	OPR2017-0353 Janitorial contract with Environmental Control of Spokane (Spokane, WA), to perform public works janitorial work at various facilities.
<b>Date:</b>	04/01/2021
<b>Contact (email &amp; phone):</b>	Ken Lamoreaux (X7156), klamoreaux@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
<b>City Council Sponsor:</b>	CM Kinnear, CP Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health 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)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	05/31/21
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval by 05/31/21
<u>Background/History:</u>  <p>The Spokane Fire Department operates five (5) separate facilities which require a varied schedule of janitorial and cleaning work. These five (5) facilities consist of 1) the Administrative offices at Fire Station 1, 2) the Combined Communications Building, 3) the Fire Department Training Center and Training Administrative offices and 4) the Fire Department Training Field House, and 5) the Fire Department Maintenance Facility.</p> <p>Contract Period is for June 1, 2021 through May 31, 2022. Annual cost will be approximately \$52,500.00 (including tax). This is the 2<sup>nd</sup> of 2 one year renewals.</p>	
<u>Budget Impact:</u> <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> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**  
**CONTRACT RENEWAL**  
**Title: JANITORIAL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ENVIRONMENT CONTROL OF SPOKANE** whose address is 204 South Koren Road, Suite 200, Spokane Valley, Washington 99212, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform **JANITORIAL SERVICES FOR COMBINED COMMUNICATIONS BUILDING, TRAINING ADMINISTRATION OFFICE, SHOP RESTROOM, FIELD HOUSE, AND STATION 1 ADMINISTRATION** for the City; and*

*WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the second of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated June 9, 2017 and June 16, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on June 1, 2021 and end May 31, 2022.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FIFTY-TWO THOUSAND FIVE HUNDRED AND 00/100 (\$52,500.00)**, including tax, in accordance with the Contractor's Quote dated April 27, 2017, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

**ENVIRONMENT CONTROL OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Attest:

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

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

Attachment A - Certificate of Debarment

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

21-065

**ATTACHMENT A**  
**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. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)



< **Business Lookup**

## License Information:

[New search](#) [Back to results](#)

**Entity name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Business name:** ENVIRONMENT CONTROL BUILDING MAINTENANCE COMPANY OF SPOKANE

**Entity type:** Profit Corporation

**UBI #:** 603-066-096

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 204 S KOREN RD  
STE 200  
SPOKANE VALLEY WA 99212-0735

**Mailing address:** 204 S KOREN RD  
STE 200  
SPOKANE VALLEY WA 99212-0735

**Excise tax and reseller permit status:**

[Click here](#)

**Secretary of State status:**

[Click here](#)

## Endorsements

Endorsements held at this   License #	Count	Details	Status	Expiration date	First issuance
Liberty Lake General Business - Non-Resident			Active	Jan-31-2022	Dec-17-2010
Minor Work Permit			Active	Jan-31-2022	Jul-18-2017
Spokane General Business - Non-Resident	T12092281BUS		Active	Jan-31-2022	Oct-15-2012
Spokane Valley General Business			Active	Jan-31-2022	Dec-23-2010

## Governing People May include governing people not registered with Secretary of State

Governing people	Title
SPRAY, BRYAN	
SPRAY, HEIDI	

## Registered Trade Names





**Registered trade names**

**Status**

**First issued**

**Registered trade names**

**Status**

**First issued**

ENVIRONMENT CONTROL BUILDING  
MAINTENANCE #445

Active

Nov-30-2010

The Business Lookup information is updated nightly. Search date and time: 4/5/2021  
9:32:00 AM

### **Contact us**

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

05/17/2021

**Date Rec'd**

5/5/2021

**Clerk's File #**

OPR 1998-1037

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

MIKE PICCOLO X6237

**Project #****Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**0320 - INTERLOCAL AGREEMENT WITH THE SPOKANE REGIONAL  
TRANSPORTATION COUNCIL**Agenda Wording**

Approving an updated Interlocal Agreement with the Spokane Regional Transportation Council.

**Summary (Background)**

This updated Interlocal Agreement (ILA) provides that the Spokane Tribe and the Kalispel Tribe shall each be offered a voting position on the SRTC Board following ratification. The ILA expands the total number of voting directors to include: 2 tribal positions, 1 addition position for Spokane Valley due to its population increase over 100,000, 3 additional positions for cities whose populations have increased to qualify for a voting position, and 1 position for a rail industry representative.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

4/26 PIES

**Division Director****Council Sponsor**

CP Beggs; CM Kinnear

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

mpiccolo@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Spokane Regional Transportation Council Interlocal Agreement
<b>Date:</b>	April 26, 2021
<b>Contact (email &amp; phone):</b>	Mike Piccolo (mpiccolo@spokanecity.org/625-6237)
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<p><b>Background/History:</b> Pursuant to State law, a regional transportation planning organization (RTPO) may be formed through voluntary association of local governments. By prior agreements, the parties to this interlocal agreement have previously created and continued a voluntary association know as the "Spokane Regional Transportation Council" (SRTC) for the purpose of providing regional transportation planning within its boundaries pursuant to state and federal law.</p>	
<p><b>Executive Summary:</b></p> <p>The parties to the current SRTC interlocal agreement created a working group consisting of board members and their respective attorneys to review the current agreement in light of changes to state law governing board membership. After numerous meetings and revised drafts, the work group unanimously approved the final draft with the recommendation that SRTC forward the agreement to the participating agencies for approval by the end of May of 2021.</p> <p>The main impetus for updating the ILA was the need to come into compliance with RCW 47.80.020 (2), which requires a regional transportation planning organization (RTPO) to provide a reasonable opportunity for voting membership to federally recognized tribes that hold reservation or trust lands within the planning area of the RTPO. The updated ILA provides that federally recognized tribes within SRTC's boundaries shall be offered a voting position on the Board promptly following ratification of the ILA. The SRTC Board shall review compliance with RCW 47.80.020 every two years following the date of ratification or whenever the ILA is modified pursuant to State law. The details of the voting membership for recognized tribes will be set out in a separate memorandum of understanding or similar document prepared between SRTC and the participating tribe. In anticipation of tribal membership with the Spokane Tribe and the Kalispel Tribe, the ILA provides for a voting director position for each individual tribe.</p> <p>The ILA also expands the total number of voting directors to include:</p> <ol style="list-style-type: none"> <li>1) two tribal positions,</li> <li>2) one addition position for Spokane Valley due to its population increase over 100,000,</li> <li>3) Three additional positions for cities whose populations have increased to qualify for a voting position and</li> <li>4) One position for a rail industry representative.</li> </ol>	

A position is also retained for the Spokane International Airport in anticipation of its future participation on SRTC.

The weighed voting procedure was retained with slight modification to the matrix.

The interlocal agreement has also been revised to make a number of technical updates.

Budget Impact:

TOTAL COST:

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:

**INTERLOCAL AGREEMENT  
RELATING TO  
THE FORMATION AND OPERATION OF  
THE SPOKANE REGIONAL TRANSPORTATION COUNCIL  
AND OTHER MATTERS RELATING THERETO**

Spokane Regional Transportation Council  
421 W Riverside Ave.  
Spokane, Washington 99201

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Return To:

Spokane Regional Transportation Council  
421 W. Riverside Ave., Ste. 500  
Spokane, WA 99201

**INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND  
OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION  
COUNCIL AND OTHER MATTERS RELATING THERETO.**

This AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington (**County**), the City of Spokane, a municipal corporation of the State of Washington (**Spokane**), the City of Spokane Valley, a non-charter code city of the State of Washington (**Spokane Valley**), the Washington State Department of Transportation, an agency of the State of Washington (**WSDOT**), the Washington State Transportation Commission (**WSTC**), the Spokane Transit Authority, a municipal corporation of the State of Washington (**STA**), and other Cities and Towns within Spokane County, each a "**Party**" and jointly the "**Parties.**"

**RECITALS**

**WHEREAS**, a regional transportation planning organization (**RTPO**) may be formed through voluntary association of local governments as set forth in RCW 47.80.020;

**WHEREAS**, an RTPO shall encompass "one complete county," "have a population of at least 100,000," and "at least 60% of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population;" and

**WHEREAS**, RTPOs are intended to be integrated with the metropolitan planning organization program in urbanized areas (WAC 468-86-060).

**NOW, THEREFORE**, it is hereby agreed by the Parties:

**Section 1. NAME/ORGANIZATION**

By prior agreements, the Parties previously created and continued a voluntary association known as the "Spokane Regional Transportation Council" (**SRTC**) for purposes of providing regional transportation planning within its boundaries pursuant to state and federal law. The Parties hereby reaffirm and continue the existence of SRTC through this Agreement. Upon ratification of this Agreement as set forth herein it shall supersede all prior repealed agreements listed herein and the Parties expressly hereby rescind and repeal:

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated April, 2013.

For historical and chronological reference and without reviving any prior terms of any repealed agreement, listed below are the prior agreements regarding SRTC:

Agreement creating the Spokane Regional Planning Conference, Spokane, Washington, dated December 15, 1966.

An Amended Agreement between Spokane County, Washington, and City of Spokane, Washington, to form a Spokane Regional Planning Conference, Define its Organization and Powers, and Establish its Regional Planning District, dated August 31, 1972.

An Amended Agreement between Spokane County, Washington, and the City of Spokane, Washington, and other municipalities, to form Spokane Regional Council, Define its Organization and Powers, and Establish Regional Council Jurisdiction Area, dated August 15, 1984.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and Other Cities and Towns within Spokane County, to form a Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated October 12, 1993.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated October 23, 2010.

## **Section 2. PURPOSE AND DESIGNATION**

The purposes of this Agreement are:

A. To reaffirm the creation and continued existence of SRTC as the state Regional Transportation Planning Organization (RTPO) for the incorporated and unincorporated area of Spokane County pursuant to chapter 36.70A RCW (Growth Management Act)



and chapter 47.80 RCW (Regional Transportation Planning Organizations), each as currently adopted or as amended; and

B. To reaffirm and continue the designation of SRTC as the federal Metropolitan Planning Organization (MPO) for the region and any designated Transportation Management Area (TMA) within the incorporated and unincorporated areas of Spokane County pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, each as currently adopted or as amended.

This Agreement is not intended to constitute any change in SRTC's status as the region's RTPPO or MPO and the Parties hereby find that the execution of this Agreement is not a redesignation of the MPO pursuant to 23 CFR § 450.310(j).

### **Section 3. POWERS, FUNCTIONS AND DUTIES OF SRTC**

#### **A. BOUNDARIES AND AREA OF JURISDICTION**

The boundaries of SRTC shall be the boundaries of Spokane County, Washington and shall include all incorporated and unincorporated area of Spokane County, Washington. If required by the laws or regulations of the State of Washington or of the government of the United States of America, the boundaries and jurisdiction of SRTC shall automatically change to include contiguous areas across county or state boundaries or borders, as designated by the appropriate governmental agency.

#### **B. REGIONAL TRANSPORTATION PLANNING ORGANIZATION**

SRTC shall conduct and administer regional transportation planning and funding programs and shall perform and execute all powers, functions and responsibilities of the region's RTPPO pursuant to chapter 47.80 RCW and chapter 468-86 WAC, as currently adopted or as amended.

#### **C. REGIONAL TRANSPORTATION DUTIES**

SRTC shall: (1) prepare and periodically update a transportation strategy for the region; (2) prepare a transportation plan in cooperation with WSDOT, STA, and local governments that is consistent with countywide planning policies under Chapter 36.70A RCW; (3) certify that the transportation elements of comprehensive plans adopted within the SRTC boundaries comply with RCW 47.80.023(3); (4) develop a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs, as well as, transportation demand management measures; and (5) review level of service methodologies for cities and counties planning under Chapter 36.70A RCW to promote a consistent regional evaluation of transportation facilities and corridors (RCW 47.80.023(8)).

#### D. METROPOLITAN TRANSPORTATION PLANNING ORGANIZATION

SRTC shall perform and execute all powers, functions and responsibilities of the region's MPO pursuant to 23 USC §§ 134 and 135, 49 USC §§ 5303 and 5304, 23 CFR Parts 450 and 771 and 49 CFR Part 613, as currently adopted or as amended, including the preparation and annual update of the Metropolitan Transportation Plan for the region.

#### E. TRANSPORTATION MANAGEMENT AREA

SRTC shall perform all of the functions necessary to support designated TMAs within its boundaries by addressing congestion management within the multimodal transportation system, all pursuant to 23 CFR Part 450 and 23 CFR § 500.109.

### **Section 4. SRTC BOARD OF DIRECTORS**

#### A. BOARD COMPOSITION

The SRTC Board of Directors (**Board**) is the policy board providing advice and guidance to SRTC (the RTPPO and the federal MPO). The composition of the Board shall at all times conform to all applicable laws and regulations for voting and non-voting membership, with representation and/or participation on the Board pursuant to chapter 47.80 RCW; 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450. In the event of a change in the above-cited state or federal laws and regulations requiring a change to the composition of the Board, such change shall be completed prior to the effective date set forth by statute or regulation.

#### B. TRIBAL MEMBERSHIP

RCW 47.80.020(2) states:

In order for a regional transportation planning organization to be eligible to receive state funds that are appropriated for regional transportation planning organizations, a regional transportation planning organization must provide a reasonable opportunity for voting membership to federally recognized tribes that hold reservation or trust lands within the planning area of the regional transportation planning organization. Any federally recognized tribe that holds reservation or trust land within the planning area of a regional transportation planning organization and does not have voting membership in the regional transportation planning organization must be offered voting membership in the regional transportation planning organization every two years or when the composition of the board of the regional transportation planning organization is modified in an interlocal agreement.

In accordance with RCW 47.80.020(2), each federally recognized tribe within the SRTC boundaries shall be offered a voting position on the Board as set forth in this Agreement promptly following the ratification of this Agreement. The Board shall review and ensure

SRTC's compliance with RCW 47.80.020 every two years following the date of ratification of this Agreement or whenever this Agreement is modified.

### C. VOTING PARTIES

Effective with the ratification of this Agreement, the Board shall be comprised of 21 voting representatives known as the "**Directors**": The number of Directors are based upon the Representative Entity.

<b>VOTING BOARD POSITIONS - Representative Entity</b>	<b>Number of Director Seats available</b>	<b>Total Number of Directors</b>
Spokane County	2	2
City of Spokane	2	2
City of Spokane Valley	2	2
Tier Two Cities/Towns (population <sup>1</sup> range 1,501-95,000) <sup>2</sup>	1 seat per City	6
Tier One Cities/Towns (population $\leq$ 1,500) <sup>3</sup>	1 shared seat	1
Spokane Transit Authority	1	1
WSDOT	1	1
WSTC	1	1
Qualifying Tribal Government	1 seat per Tribe	2
Spokane International Airport Board	1	1
Representative of Major Employer within SRTC boundaries	1	1
Representative of Rail Industry	1	1
<b>TOTAL VOTING DIRECTORS</b>		<b>21</b>

If applicable, a change in the official population estimate of a city or town will automatically result in such city automatically utilizing the same number of Director appointments as other cities or towns of the same population tier in the table above, Population estimates

<sup>1</sup> Population is determined using the most recent Decennial Census numbers, as annually updated and estimated by the Department of Commerce, Office of Financial Management.

<sup>2</sup> Tier Two Cities/Towns currently consist of Airway Heights, Cheney, Deer Park, Liberty Lake, Medical Lake and Millwood

<sup>3</sup> Tier One Cities/Towns currently consist of Fairfield, Latah, Rockford, Spangle, and Waverly

for purposes of Board representation shall be based on the published materials of the Washington State Department of Commerce, Office of Financial Management.

In addition to the voting Directors, the Board shall have up to 17 *ex officio* (nonvoting) Directors of the Board:

<b>NONVOTING BOARD POSITIONS – Representative Entity</b>	<b>Number of Seats Available</b>	<b>Total Number of Directors</b>
Chair of Transportation Advisory Committee	1	1
Chair of Transportation Technical Committee	1	1
All Elected State Legislators within SRTC boundaries <sup>4</sup>	Up to 15	15
<b>TOTAL NONVOTING DIRECTORS</b>		<b>17</b>

#### D. APPOINTMENT OF DIRECTORS AND ALTERNATES

##### 1. Directors with Voting Rights

- a. Voting Directors and alternates shall be appointed by their representative entity according to the procedures of the appointing entity.
- b. Directors and alternates appointed by Spokane County and the incorporated cities and towns shall be an elected official of the appointing jurisdiction.
- c. Spokane County and the incorporated cities and towns shall provide written notice of their Director and/or alternate appointment(s) to SRTC not later than sixty (60) days after ratification of this Agreement. Thereafter, appointments shall be provided to SRTC not later than March 1 following the expiration of a Director's term of appointment.
- d. Directors and/or alternates appointed by the State of Washington shall be appointed in accordance with the respective procedures of WSDOT and WSTC.
- e. The Director representing Spokane Transit Authority shall be the Chief Executive Officer (CEO) of the Authority or an alternate as designated by the CEO in writing.

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<sup>4</sup> Legislative Districts 3, 4, 6, 7, 9 are currently within the boundaries of SRTC.

- f. The Director representing Spokane International Airport shall be the Chief Executive Officer (CEO) of the Spokane International Airport or an alternate as designated by the CEO in writing.
- g. A voting Director or alternate may exercise full voting rights on the Board immediately upon receipt of the written notice of appointment by SRTC.
- h. Alternates for a voting Director shall serve in the same representative capacity for the appointing entity as the voting Director.<sup>5</sup> The duration of an alternate's appointment shall be set forth in written notice to SRTC.
- i. Directors appointed by the SRTC Board shall be appointed annually to a three-year term from January 1 through December 31 of each year.
- j. The Board representatives for a Major Employer and the Rail Industry shall be recruited by the Board and confirmed by a majority vote of the Board.

2. *Ex officio* Non-Voting Directors

- a. Elected State Legislators of any legislative district that is wholly or partially within the boundaries of SRTC may attend and participate in any SRTC Board member during their term of office.
- b. Directors serving on the SRTC Board by virtue of their status as the chair of the Transportation Technical Committee (TTC) or Transportation Advisory Committee (TAC) shall be deemed Directors concurrent with their term as the TTC or TAC chair.

E. DIRECTOR TERMS, REMOVAL AND VACANCY

- 1. All Directors shall be appointed to a term of three (3) years or the remaining term of office for the departing Director, whichever is less. Each Director shall hold office until their successor has been selected, unless such person is legally ineligible to hold such position due to expiration of the elected term, resignation, or other required precedents to appointment.
- 2. When a Director has three unexcused absences from regular Board meetings during a calendar year, the Board, following an approved motion, shall send a letter to the representative's Party requesting that a new Director be appointed to the Board. An excused absence shall be approved by motion and majority approval of the Board at the meeting from which the Director is absent or at the next regular meeting immediately following the Director's absence.
- 3. In the event a Director leaves elected office or an appointed position is no longer entitled to a position on the Board, the Director position shall be deemed vacant. Thereafter, the representative entity shall appoint a new Director and notify SRTC of the appointment in writing. An appointed alternate may temporarily fill the

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<sup>5</sup> For avoidance of doubt, an alternate for an elected official must be an elected official from the same jurisdiction or based on the membership category from either a Tier One or Tier Two City/Town.

vacant position until such time as written notice of a new Director appointment is received by SRTC.

#### F. MEETINGS AND QUORUM

1. The Board shall hold regular monthly meetings, pursuant to public notice and conduct its regular and special meetings in accordance with chapter 42.30 RCW (Open Public Meetings Act). The Chair may call special meetings of the Board as deemed necessary and shall call a special meeting at the request of a majority of the Board. All committees of the Board shall comply with chapter 42.30 RCW as applicable.
2. A quorum for the purpose of conducting business at any regular or special meeting shall consist of a simple majority of the voting Directors of the Board or designated alternate as applicable.
3. In the event that any available voting Director position on the Board is vacant due to lack of an appointment by the representative entity, such vacant position shall not be included in determining the quorum necessary for Board action.
4. Voting Directors of the Board, or their appointed alternates, shall be entitled to cast a single vote in favor of or against any action, provided, the right to cast a vote shall be dependent upon attendance in accordance with the adopted bylaws or rules of procedure at the regular or special meeting at which the action is taken.

#### G. WEIGHTED VOTING

1. To provide a measure of proportionate representation between the Parties, the Board shall utilize a weighted voting process, which may be requested on any action item by any two voting Directors from different representative entities. A request for a weighted vote shall be stated on the record and seconded by another voting Director either: (1) prior to the vote on the proposed motion; or (2) after the vote but prior to the Board taking action on the next immediate agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter, with the weight of each vote calculated according to the percentages set forth as Attachment 1, Weighted Voting Matrix. If the weighted vote achieves greater than fifty percent (50%) of the vote or 22 votes, the weighted vote shall take precedence over a prior non-weighted vote.
2. A weighted vote may not occur with respect to the adoption of bylaws and rules of procedure (See Section 5(A)), the appointment or discharge of the Executive Director (See Section 5(C)(1)) and adoption of the SRTC budget (See Section 7).

### **Section 5. POWERS AND DUTIES OF SRTC BOARD OF DIRECTORS**

A. Consistent with the terms of this Agreement, the Board shall adopt bylaws and/or rules of procedure for the conduct of business, including identifying a regular meeting day, time and location, adopting a standardized agenda format and such other matters

relating to the conduct of the Board's business. Such bylaws or rules shall be adopted and amended by affirmative vote of two-thirds of the voting Directors of the Board.

B. The Board shall prepare and adopt a proposed annual work program and budget for each calendar year.

1. The detailed annual work program shall list specific work projects to be undertaken by SRTC. The Executive Director or designee shall confer with and inform the Parties concerning the preparation of and progress on the technical areas of work programs and projects. The proposed annual budget shall set forth the methodology for determining the allocation of costs and expenses to each Party.
2. The Executive Director shall submit the proposed work program and budget for the next calendar year to the Board not later than September 15 annually. Upon approval by the Board, the SRTC budget and related contributions shall be approved or rejected by each Party and notice of such approval or rejection shall be provided to SRTC not later than November 1 of each year. Parties which have not previously been required to contribute funds toward the SRTC annual budget, or Parties who have annual contributions increased by more than 15% over the prior calendar year's contribution shall be given written notice of such proposed increase at least one year in advance of any such increase.
3. Following a request from a Party to perform services on a specific project that is not identified in the work program, the Board may impose a special assessment on the requesting Party. The special assessment shall cover all costs and expenses associated with the specific project and shall be documented in a writing signed by the Party and SRTC.
4. The annual budget and/or work program of the Council may be amended in the same manner as originally adopted pursuant to this Agreement, provided such amendment does not require additional budget appropriations from the Parties in excess of the contributions already adopted for that budget year.

C. Within its adopted budget, the Board shall determine the positions, duties, and working conditions of employees to conduct the work of SRTC, including the duties and authority of an Executive Director.

1. The Executive Director shall be appointed by and serve solely at the pleasure of the Board, provided the appointment or discharge of the Executive Director shall require the affirmative vote of at least two-thirds of the voting Directors of the Board.
2. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board, subject to the annual adopted budget.

3. Unless otherwise determined by the Board, employees are at-will and shall be hired, terminated, and work under the direction of the Executive Director.

D. In addition to other powers set forth in this Agreement, the Board is authorized to conduct all necessary business of SRTC and shall have the power to:

1. Retain an Executive Director and fix the salaries, wages and other compensation of all officers and employees of SRTC in a manner consistent with similar professional work;
2. Adopt and revise employee policies plus other conditions of employment;
3. Employ or contract with such engineering, legal, financial and other specialized personnel as may be necessary to accomplish the purposes of SRTC;
4. Approve and authorize application(s) for or acceptance of any grants, provided, in instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot be obtained, the grant application may still be submitted with mutual approval of the Chair and Vice-Chair;
5. Contract with the United States or any agency thereof, any state or agency thereof, any county, city, special purpose district or governmental agency and any private person, firm or corporation for the purpose of receiving grants or other financial support necessary to accomplish the purposes of SRTC;
6. Adopt such policies and procedures as deemed necessary and appropriate to comply with all applicable laws and regulations of the State of Washington for the operation of SRTC;
7. Have all other powers that are necessary to carry out the purposes of SRTC under chapter 47.80 RCW, and chapter 468-86 WAC and 23 USC §§ 134,135; 49 USC §§ 5303, 5304; and 23 CFR Part 450 as currently adopted or as amended.

E. All actions taken by the Board shall be motion or resolution approved by a favorable vote of a majority of those voting Directors present

## **Section 6. OFFICERS AND STANDING COMMITTEES**

A. Officers and Elections:

1. The Board shall select a Chair and Vice-Chair ("**Officers**") from among the voting Directors . The Officers shall be elected by majority vote of the Directors at the first regular meeting of the calendar year. Only representatives who are elected officials may be Officers. *Ex officio* and non-voting Directors may not serve as Officers.



2. To be eligible for the Chair position, a Director shall have served on the Board for at least one year prior to taking office as Chair and shall hold a voting position on the Board.
3. The term for each Officer position shall be one year.
4. The office of the Chair shall rotate on a yearly basis among the following Parties in the following sequence beginning on January 1, 2022 as follows:
  - a. Towns and cities, excluding the cities of Spokane and Spokane Valley;
  - b. City of Spokane;
  - c. Spokane County; and
  - d. City of Spokane Valley.

In any year, the rotation for the office of the Chair may be altered at the request of the jurisdiction holding the right to the Chair position, upon motion and approval of a majority of the voting members of the Board, at a regular or special meeting of the Board.

5. The Chair shall preside at all meetings of the Board. In the event of the Chair's absence or inability to preside, the Vice Chair shall assume the duties of the Chair; provided, if the Chair is permanently unable to preside, the Board shall select a new Chair following the rotation set forth in Section 6(A)(4). If a vacancy in the office of Vice Chair exists, the Board shall select a new Vice Chair for the remainder of the vacated term. If neither the Chair nor the Vice Chair is available, a majority of the remaining Board may by a majority vote of those present appoint a presiding officer for one meeting.

#### B. Board Committees

The Board shall create or maintain the following standing committees:

1. Administrative Committee
2. Transportation Advisory Committee
3. Technical Advisory Committee

C. A quorum for the purpose of transacting committee business shall consist of a simple majority of the members present. No committee shall have the authority to bind the Board or SRTC. The Board shall further define the duties and powers of each Committee by Resolution to contain at a minimum the statement of purpose, duties, responsibilities, and other matters, provided, the Board shall not delegate any of its decision-making authority to any Committee.

D. The Board may create *ad hoc* committees as it deems necessary, subject to Section 6(C), above.

## **Section 7. ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES**

After approval of the SRTC budget, no Party may terminate or withhold its financial contribution to SRTC during the stated budget year.

A. It is anticipated that most projects and programs of SRTC will involve mutual benefit to the Parties, whether direct or indirect. Costs of the annual budget expenditures shall be divided among the Parties as recommended by the Board and approved by the Parties in the budget approval process set forth in this Agreement. Additional financial contributions to SRTC may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Parties.

B. Upon approval of the annual SRTC budget by the Parties, each funding Party shall submit its financial contribution to SRTC on or before January 20 of the new budget year. All such funds contributed to SRTC shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Party as so agreed upon by the Parties; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. These funds shall be used in accordance with the adopted work plan and budget.

C. The Executive Director may make expenditures pursuant to the approved SRTC budget, work plan, and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

D. Payment of all claims shall be signed by the Executive Director or designee and approved monthly by the Board. Such claims, with proper affidavits required by law, shall then be certified for payment or as arranged by the Board.

## **Section 8. REAL AND PERSONAL PROPERTY**

A. The Board may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of personal property necessary to accomplish the terms of this Agreement as determined by the Board, and upon such terms and conditions as agreed by the Board. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply personal property, personnel and services to SRTC or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

B. SRTC shall not acquire or own real property.

## **Section 9. INSURANCE**

The Board shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Board. Insurance

coverage for comprehensive general liability, auto liability, employment practices liability, public official errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

#### **Section 10. RELATIONSHIP BETWEEN SRTC, CITY, TOWN AND COUNTY GOVERNMENTS**

This Agreement is not intended to, and does not, supersede any duties or responsibilities under chapter 36.70A RCW of a governing body or planning commission for any city, town or the County.

#### **Section 11. TERMINATION OF MEMBERSHIP**

A Party may terminate its participation in this Agreement by giving written notice to the Board prior to August 1 of any year, to be effective on December 31 of that year. With the exception of the County, any other Party's termination of participation in this Agreement shall not constitute a modification of this Agreement as defined in Section 14 below.

#### **Section 12. EFFECTIVE DATE AND BINDING AGREEMENT**

The effective date of this Agreement shall be upon ratification of this Agreement by the County and at least 60% of the cities and towns within Spokane County representing at least 75% of the cities' and towns' cumulative population. Upon acceptance and approval, this Agreement shall be binding upon the Parties and their successors, and assigns.

#### **Section 13. NEW MEMBERS**

New members may be added to this Agreement and SRTC as follows.

- A. A newly organized city or town may join SRTC and become a Party to this Agreement upon submitting the acceptance and certification form (Attachment 2), which acknowledges a request from the governing body to join SRTC as a party to this Agreement.
- B. For other new members, the Board shall review the request for membership with such member being admitted based upon the unanimous consent of the Parties.
- C. New members, upon joining SRTC, shall be assessed a pro rata financial contribution pursuant to Section 7 herein.

#### **Section 14. MODIFICATION**

This Agreement may be modified by the unanimous consent of the Parties.

## **Section 15. SUCCESSOR IN INTEREST**

SRTC shall be the successor in interest to all grants, contracts, and other documents entered into by SRTC's predecessor, the Spokane Regional Transportation Council.

## **Section 16. DEFAULT**

Failure by any Party to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from the Board to the defaulting Party shall constitute an "Event of Default."

## **Section 17. REMEDIES**

Upon an Event of Default by a Party, the Board may at any time, without waiving or limiting any other right or remedy, pursue any action allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, to include recovery of attorney's fees and other costs.

## **Section 18. GENERAL TERMS**

- A. This Agreement contains terms and conditions agreed upon by the Parties. The Parties acknowledge there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.
- B. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- C. This Agreement shall be construed under the laws of the State of Washington. Any action at law, suit in equity, or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- D. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- E. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.
- F. The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

## **Section 19. CHAPTER 39.34 RCW REQUIRED CLAUSES**

### **A. PURPOSE**

See Section No. 2 above.

### **B. DURATION**

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

### **C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**

This Agreement continues the existence of the Spokane Regional Transportation Council, a separate entity from the Parties. The Board shall administer the joint and cooperative undertakings set forth herein.

### **D. RESPONSIBILITIES OF THE PARTIES**

See provisions above.

### **E. AGREEMENT TO BE FILED**

This Agreement may be filed with the County Auditor or published on the Parties' websites, as available.

### **F. FINANCING**

See Section Nos. 5 and 7 above. The Board, or any of the Parties hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

### **G. TERMINATION**

See Section No. 11 above.

### **H. PROPERTY UPON TERMINATION**

Any Party terminating its role as a member of the SRTC Board of Directors as provided for in Section 11 above shall forfeit any ownership interest in any personal property owned or held by SRTC.

Personal property acquired by SRTC in the performance of this Agreement shall be disposed of by the Board upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the Parties according to the contribution made by the Party as set forth in this Agreement.

This Interlocal Agreement is approved by the Parties upon compliance with RCW 47.80.020 (see second Recital, page 1).

Attachment 2 contains the form of the signature page and certification to be submitted by the Parties.

# ATTACHMENT 1

## WEIGHTED VOTING MATRIX

Agency	Regular Vote	Weighted Vote <sup>3</sup>
Airway Heights	1	2.0
Cheney	1	2.0
Liberty Lake	1	2.0
Medical Lake	1	1.0
Deer Park	1	1.0
Millwood	1	1.0
Southeast County Towns <sup>1</sup>	1	1.0
Fairfield		0.0
Rockford		0.0
Spangle		0.0
Waverly		0.0
Spokane Seat 1	1	3.5
Spokane Seat 2	1	3.5
Spokane County Seat 1	1	3.5
Spokane County Seat 2	1	3.5
Spokane Valley Seat 1	1	3.5
Spokane Valley Seat 2	1	3.5
Spokane Transit	1	2.0
WSDOT	1	2.0
Major Employer	1	1.0
Transportation Commission	1	1.0
Kalispel Tribe	1	1.0
Spokane Tribe	1	1.0
Freight/Rail Representative	1	1.0
Spokane Airports <sup>2</sup>	1	2.0
<b>Total</b>	<b>21</b>	<b>42.0</b>

<sup>1</sup>Fairfield, Latah, Rockford, Spangle, and Waverly

<sup>2</sup>Seat is not included in vote totals until Spokane Airports rejoins the SRTC Board.

<sup>3</sup>An affirmative weighted vote requires 22 or more total votes.

## ATTACHMENT 2

### FORM OF ACCEPTANCE AND CERTIFICATION

#### ACTION OF GOVERNING BODY

#### CERTIFICATE

I, [ NAME ], the [ POSITION ] for the [ ENTITY ], hereby certify that the "INTERLOCAL AGREEMENT RELATING TO THE FORMATION AND OPERATION OF THE SPOKANE REGIONAL TRANSPORTATION COUNCIL AND OTHER MATTERS RELATING THERETO" was duly adopted at a regular/special meeting of the [ ENTITY ] that was held on [ DATE ], of which all members of [ GOVERNING BODY ] had due and lawful notice and at which a majority thereof were present; with the following vote recorded on the above INTERLOCAL AGREEMENT:

AYES, in favor thereof:

NOES:

ABSENT:

ABSTAIN:

I further certify that based on the above recorded vote, the INTERLOCAL AGREEMENT was approved at the above meeting; and that [ ENTITY ] is now a party to the INTERLOCAL AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2021.

[ ENTITY ]  
Spokane County, Washington

By: \_\_\_\_\_  
[ NAME AND POSITION ]

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

05/17/2021

**Date Rec'd**

5/5/2021

**Clerk's File #**

OPR 2021-0322

**Renews #****Submitting Dept**

FACILITIES MANAGEMENT

**Cross Ref #****Contact Name/Phone**

BRIAN SCHAEFFER 435-7001

**Project #****Contact E-Mail**

BSCHAEFFER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

SBO PENDING

**Agenda Item Name**

5900-A&amp;E SERVICES FOR COMBINED COMMUNICATIONS ROOF

**Agenda Wording**

Contract Approval for Architectural & Engineering (A&E) services for roof replacement at Combined Communications, 1620 N. Rebecca Street. The proposed contract is with Cortner Architectural Company in the amount of \$52,850.

**Summary (Background)**

The Combined Communications roof was scheduled for replacement in 2020. When evaluated in mid-summer 2020, it was determined that an A&E assessment was needed prior to construction. For timing purposes, this project was deferred to 2021.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ \$52,850

# 1640-35351-28200-54102-99999

Select \$

#

Select \$

#

Select \$

#

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

STEELE, DAVID

**Study Session\Other**

PSCHC 5-3-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Kinnear

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

ODLE, MARI

bschaeffer@spokanecity.org;  
kbustos@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

jteal@spokanecity.org; ewickert@spokanecity.org

**Additional Approvals**

laga@spokanecity.org; ablain@spokanecity.org

**Purchasing**dstockdill@spokanecity.org;  
kschmitt@spokanecity.org



## Briefing Paper

### PUBLIC SAFETY AND COMMUNITY HEALTH

<b>Division &amp; Department:</b>	Fire
<b>Subject:</b>	Contract Approval for Architectural & Engineering (A&E) services for roof replacement at Combined Communications, 1620 N. Rebecca St.
<b>Date:</b>	April 19, 2021
<b>Contact (email &amp; phone):</b>	dstockdill@spokanecity.org 435-7080
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Chief Schaeffer
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Budget/Capital Plan
<b>Strategic Initiative:</b>	Adequate Capital Facilities and Utilities
<b>Deadline:</b>	5/31/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Contract
<b>Background/History:</b> The Combined Communications roof was scheduled for replacement in 2020. When evaluated in mid-summer 2020, it was determined that an A&E assessment was needed prior to construction. For timing purposes, this project was deferred to 2021.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>- Due to the nature of original construction and the requirement to upgrade insulation to current standards, an architectural and engineering survey is required prior to roof replacement.</li> <li>- The proposed contract is for A&amp;E services with Cortner Architectural Company in the amount of \$52,850.</li> </ul>	
<b>Budget Impact:</b> TOTAL COST: \$52,850 excluding WA state sales tax, for A&E services.  Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONSULTANT AGREEMENT**

Title: **ARCHITECTURAL SERVICES  
FOR COMMUNICATIONS BUILDING  
ROOF A REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CORTNER ARCHITECTURAL COMPANY**, whose address is 1903 West 3<sup>rd</sup> Avenue, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide ARCHITECTURAL SERVICES FOR COMMUNICATIONS BUILDING ROOF A REPLACEMENT.*

*-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 15, 2021, and ends on December 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described Consultant's Proposal dated March 29, 2021, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

**4. COMPENSATION / PAYMENT.**

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **FIFTY TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS**

(\$52,850.00), excluding applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Consultant shall submit its applications for payment City of Spokane Facilities Management Department, Second, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **5. TAXES, FEES AND LICENSES.**

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **6. REIMBURSABLES**

If reimbursables under this Agreement are to be included, they are considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark-up. Copies of all Subconsultant invoices that are rebilled to the City are required.

## **7. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

## **8. INDEMNIFICATION.**

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity—asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to

defend, indemnity, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **9. INSURANCE.**

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **10. AUDIT.**

The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

**11. INDEPENDENT CONSULTANT.**

The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due.

**12. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

**13. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**14. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

**15. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

**16. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

#### **17. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

#### **18. DEBARMENT AND SUSPENSION.**

The Consultant has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

#### **19. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed

or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**CORTNER ARCHITECTURAL COMPANY**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Debarment Certification

Exhibit B – Consultant's Proposal dated March 29, 2021

21-062



## ATTACHMENT A

### 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. I understand that a false statement of this certification may be grounds for termination of the contract.

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

## **EXHIBIT B**

# CORTNER ARCHITECTURAL COMPANY

ARCHITECTURE, CONSTRUCTABILITY REVIEWS & CONSTRUCTION ADMINISTRATION

September 11, 2020 / Revised March 29, 2021

Ernest Wickert  
Asset Management  
City of Spokane

RE: Fee Proposal for City of Spokane - Communications Building Roof A Replacement

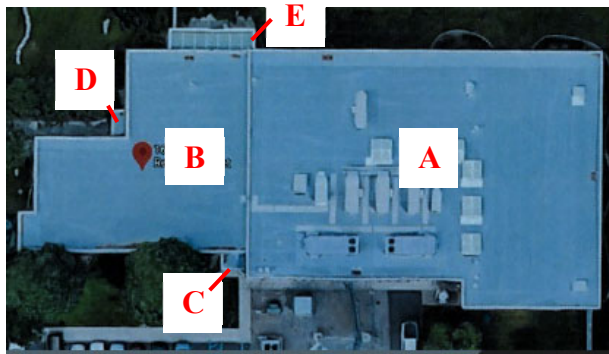
Dear Ernest,

Thank you for the opportunity to submit our proposal to provide professional services to replace a portion of the roof at the City of Spokane's Communications Building located at 1620 N. Rebecca Street in Spokane, Washington. We look forward to the opportunity to work with you and the City of Spokane again. A summary of the proposed scope of work, estimated construction budget, and proposed fee follows.

## Scope of Work:

Provide professional services to replace the low-slope single-ply roofing system on Roof Area A. This includes removal of all roof insulation and vapor barrier to the existing metal roof deck, replacement of penetration and all flashings. Minimum performance requirements include:

- No direct fastening through the roof deck (*power & data may be directly fastened to metal roof deck*)
- Provide 20-year (minimum) roof warranty
- Insulate per Washington State Energy Code
- Minimum 60-mil single ply membrane, such as TPO



Low-slope roofs (Roof Areas A)

*Not in scope:*

Low-slope roofs (Roof Areas B, C & D)

Translucent panel (Roof Area E – Not in Scope)

**Figure 1**  
**Communications Building, City of Spokane**

## Exclusions

Rooftop mechanical and electrical equipment are existing and shall remain. Mechanical piping to this equipment may require modification to accommodate the additional thickness in roofing. Installation of heat-tape in the roof drains is recommended if existing panel loads will accept it. Results of a limited asbestos survey (provided by others) did not identify asbestos containing materials. Permitting fees and specialty consultants, such as commissioning, energy code review, mechanical testing and balancing are currently excluded, but could added as an additional service if requested.

## Delivery Method

We anticipate this project will follow a traditional design-bid-build delivery method and will have a single contract for construction.

## Estimated Cost of Construction

\$525,000 (does not include sales tax) [Roof Areas A is roughly 15,000 square feet].

*The estimate cost of construction is based on a competitively bid project and does not include markups for contingencies to account for actual market conditions or project cost inflation.*

## Anticipated Schedule

<i>Design through Bidding (Tasks)</i>	<i>7 weeks</i>
A/E Notice to Proceed	NTP
Site Investigation, As-built preparation, and Survey ( <i>concurrent with CD's</i> )	<i>2 weeks</i>
Construction Documents (includes 2 review periods: 75%, 100%) ( <i>Reviews to occur concurrent with schedule</i> )	4 weeks
Advertising to Bid Opening	3 weeks
<i>Construction Period Services through Project Closeout (Tasks) – Base Bid</i>	<i>12 weeks</i>
Submittals Returned	+2 weeks
Construction (Demolition through Substantial Completion)	+10 weeks
Final Completion (Project Closeout)	+2 weeks

## Proposed Fee

We propose to provide these services for a fee not to exceed **\$52,850** as detailed below.

This proposal is based on providing basic services as required for this project. Basic and additional services are described below for your convenience. Additional services, if agreed to and authorized in writing, would be provided based on the hourly rate schedule provided. Reimbursable expenses, such as printing, will be billed against an estimated allocation for these expenses.

A/E Services	Proposed Fee
Basic Services	
Site Investigation, As-Built Prep	4,850
Moisture Meter Survey	2,700
Construction Documents	28,500
Bidding	1,750
<i>Subtotal Design through Bidding</i>	<i>37,800</i>
Construction Contract Administration	12,800
Project Closeout	1,500
<i>Subtotal Construction through Closeout</i>	<i>14,300</i>
Total Basic Services	52,100
Additional Services	
Reimbursable Expenses	750
Total Additional Services	750
<b>Grand Total (Basic + Additional Services)</b>	<b>52,850.00</b>

We look forward to working with you on this project under and the City of Spokane's Consultant Agreement. If this proposal meets with your satisfaction, at your convenience please forward authorization with notice to proceed. If you have any questions, please feel free to call.

Sincerely,



James D. Cortner, AIA  
Principal Architect  
Cortner Architectural Company

### Basic Professional Services.

Basic Services may include.

### Design (Construction Document) Services

In the construction documents phase, the A/E shall provide the services necessary to prepare construction documents consisting of drawings, specifications, and other documents describing the requirements for construction of the project; and bidding and contracting for the construction of the project.

Project Administration	Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences
Disciplines Coordination	Coordination of the architectural work, with the work of engineering, and with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
Agency Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of preparation of drawings based on approved design development documents setting forth in detail the architectural construction requirements for the project.
Specifications	Services consisting of activities of development and preparation of bidding documents, Conditions of the Contract, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of the project manual.
Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the Construction documents plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within budget.

### Bidding Phase

In the Bidding Phase, the A/E, following the agency's approval of the Construction Documents and the most recent statement of probable construction cost, shall provide those services necessary for the A/E to assist the agency in obtaining bids and in awarding and preparing contracts for construction.

Project Administration	Services consisting of bidding administrative functions.
Disciplines Coordination	Coordination between the architectural work and the work of engineering and other involved consultants for the project.
Bidding Materials	NIC
Addenda	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
Bidding	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
Analysis of Substitutions	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
Bid Evaluation	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
Contract Agreements	NIC

## Basic Professional Services (continued)

### Construction Contract Administration Phase

In the Construction Contract Administration phase, the A/E shall provide services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction.

Project Administration	Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
Permitting Authority Consulting	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.
Construction Administration	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
Construction Field Observation	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications. A/E to chair project meetings.
Documents	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
Scheduling	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
Cost Accounting	Evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

### Change in Services

Only the specific services set forth in Scope of Work section of the Proposal are included in the Agreement, and any services excluded in the Exclusions section of the Proposal are not included. Any services requested by the Owner that do not fall within the Scope of Work or if any of the following circumstances affect the Architect's services for the Project, including the services required of the Architect's consultants, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation.

- Change in the instructions or approvals given by the Owner that necessitate revisions to the originally approved scope of professional services.
- Significant change in the Project including – but not limited to – size, quality, complexity, the Owner's schedule or budget, procurement method, Owner's Program or Owner's Project Representative.
- Decisions of the Owner not rendered in a timely manner.
- Failure of performance of either the Owner or Contractor under the Contract for Construction.
- Changing or editing previously prepared documents necessitated by the enactment or revisions of codes, laws, regulations or official interpretations.
- Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party.

Upon recognizing the need for such additional services, the Architect shall notify the Owner and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization to proceed. Absent agreement on a fee for such services, the Architect shall be compensated based on the Hourly Schedule for Consultant Services plus reimbursable expenses.

**Additional Services, if requested and authorized – such as:**

Document Reproduction	Cost of printing, mailing and distribution of construction documents or project-related documents for owner's review, permitting and bidding
Permitting Fees	Cost of plan review and construction inspections fees for authorities having jurisdiction.
Advertising	Cost of required advertisements and placing bidding documents in plan centers announcing the bidding of the project.

**2021 Hourly Rate Schedule.****Professional Services**

<b>Staff Category Job Classification</b>	<b>Billing Rate</b>
Principal.....	\$145.00
Project Manager/Project Architect.....	\$125.00
Project (Site) Representative/Cost Estimator.....	\$110.00
Designer.....	\$95.00
Administrative Assistant / CAD Technician .....	\$75.00

**Reimbursable Expenses**

Expenses other than salary costs that are directly attributable to the Project are in addition to the compensation for Professional Services. Incurred expenses are invoiced at cost plus ten percent (10%) to cover taxes and other overhead-type expenses. Examples of these expenses include, but are limited to reproductions and printing, postage, package handling and delivery.

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

05/17/2021

**Date Rec'd**

5/5/2021

**Clerk's File #**

ORD C36048

**Renews #****Submitting Dept**

FIRE

**Cross Ref #****Contact Name/Phone**

BRIAN SCHAEFFER X7001

**Project #****Contact E-Mail**

BSCHAEFFER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

1640 SBO FOR A&amp;E SERVICES FOR COMBINED COMMUNICATIONS ROOF

**Agenda Wording**

An SBO is needed for the A&E services contract. Due to the nature of original construction and the requirement to upgrade insulation to current standards, an architectural and engineering survey is required prior to roof replacement.

**Summary (Background)**

The Combined Communications roof (1620 N Rebecca Street) was scheduled for replacement in 2020. When evaluated in mid-summer 2020, it was determined that an A&E assessment was needed prior to construction. For timing purposes, this project was deferred to 2021. An SBO from unappropriated reserves is needed to fund the A&E contract.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 52,850

# 1640-35351-28200-54102-99999

Select \$

#

Select \$

#

Select \$

#

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

SCHAEFFER, BRIAN

**Study Session\Other**

05/03/21 PSCHC

**Division Director**

SCHAEFFER, BRIAN

**Council Sponsor**

CM Kinnear

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

fireaccounting@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

dstockdill@spokanecity.org

**Additional Approvals**

bschaeffer@spokanecity.org

**Purchasing**

kschmitt@spokanecity.org

**MANAGEMENT &  
BUDGET**

INGIOSI, PAUL



## Briefing Paper

### PUBLIC SAFETY AND COMMUNITY HEALTH

<b>Division &amp; Department:</b>	Fire
<b>Subject:</b>	SBO for Architectural & Engineering (A&E) services for roof replacement at Combined Communications, 1620 N. Rebecca St.
<b>Date:</b>	April 19, 2021
<b>Contact (email &amp; phone):</b>	dstockdill@spokanecity.org 435-7080
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Chief Schaeffer
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Budget/Capital Plan
<b>Strategic Initiative:</b>	Adequate Capital Facilities and Utilities
<b>Deadline:</b>	5/31/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO/Contract

Background/History:  
 The Combined Communications roof was scheduled for replacement in 2020. When evaluated in mid-summer 2020, it was determined that an A&E assessment was needed prior to construction. For timing purposes, this project was deferred to 2021. An SBO from unappropriated reserves is needed to fund the A&E contract.

Executive Summary:

- Due to the nature of original construction and the requirement to upgrade insulation to current standards, an architectural and engineering survey is required prior to roof replacement.
- The proposed contract is for A&E services with Cortner Architectural Company in the amount of \$52,850.
- An SBO is needed for the A&E services.

Budget Impact:  
 TOTAL COST: \$52,850 excluding WA state sales tax, for A&E services.

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:

ORDINANCE NO. C36048

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Combined Communications Building (CCB) 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 Combined Communications Building Fund, and the budget annexed thereto with reference to the Combined Communications Building Fund, the following changes be made:

FROM:	1640-99999	CCB Fund	
	99999-	Unappropriated Reserves	<u>\$ 52,850</u>
TO:	1640-35351	CCB Fund	
	28200-54102	Engineering Services	<u>\$ 52,850</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 replace the building's roof, which will require an architectural and engineering assessment, 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



**Agenda Sheet for City Council Meeting of:**  
05/17/2021

<b>Date Rec'd</b>	5/5/2021
<b>Clerk's File #</b>	ORD C36049
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	MAJ. MIKE MCNAB 835-4514
<b>Contact E-Mail</b>	MMCNAB@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	5110 - SPD FLEET REPLACEMENT SBO

**Agenda Wording**

Special budget ordinance to add \$108,960 in Fleet replacement funds to be used for the cost of upfit and commissioning of SPD vehicles.

**Summary (Background)**

Vehicles at the end of their useful life are sold at auction and those funds are recorded and maintained by the City's Fleet Department. Funds committed to SPD have accumulated over the years to a current balance of \$108,960. Funding will be used for the upfit and commissioning of SPD vehicles, which is required before vehicles can be placed into service.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue	\$ 108,960	<b><u>Budget Account</u></b>	# 5110-99999-99999-UNAPPROPRIATED RESERVES
Expense	\$ 108,960		# 5110-71700-94000-56416
Select	\$		#
Select	\$		#

**Approvals**

<b><u>Dept Head</u></b>	MEIDL, CRAIG
<b><u>Division Director</u></b>	MEIDL, CRAIG
<b><u>Finance</u></b>	SCHMITT, KEVIN
<b><u>Legal</u></b>	PICCOLO, MIKE
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	PSCHC Meeting 05/03/2021
<b><u>Council Sponsor</u></b>	Councilmember Kinnear
<b><u>Distribution List</u></b>	
	SPDFINANCE@SPOKANECITY.ORG
	MMCNAB@SPOKANEPOLICE.ORG
	DPAINE@SPOKANECITY.ORG

**Additional Approvals**

<b><u>Purchasing</u></b>	
<b><u>MANAGEMENT &amp; BUDGET</u></b>	INGIOSI, PAUL

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	SBO for SPD Fleet Replacement funds
<b>Date:</b>	05/03/2021
<b>Contact (email &amp; phone):</b>	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
<b>City Council Sponsor:</b>	Councilmember Lori Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health 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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Special budget ordinance to add \$108,960 in Fleet replacement funds to be used for the cost of upfit and commissioning of SPD vehicles.
<b>Background/History:</b> Vehicles at the end of their useful life are sold at auction and those funds are recorded and maintained by the City's Fleet Department. Funds committed to SPD have accumulated over the years to a current balance of \$108,960.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Funds from the sale of de-commissioned police vehicles have accumulated to \$108,960.</li> <li>Funds were not included in the 2021 adopted budget and a SBO is required to make those funds available for use.</li> <li>SPD experienced a 45% increase in commissioning cost on the first two hybrids due to fleet's unfamiliarity with the new type of vehicle. We are anticipating a similar scenario with the Tesla commissioning costs.</li> <li>Funding will be used for the upfit and commissioning of SPD vehicles, which is required before vehicles can be placed into service.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Fleet Replacement Funds Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36049

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Fleet Replacement 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 Fleet Replacement Fund, and the budget annexed thereto with reference to the Fleet Replacement Fund, the following changes be made:

FROM:	5110-99999	Fleet Replacement Fund	
	99999-	Unappropriated Reserves	<u>\$ 108,960</u>
TO:	5110-71700	Fleet Replacement Fund	
	94000-56416	Interfund Capital Commissioning	<u>\$ 108,960</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 increases to vehicle upfit and commissioning costs, 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



# Agenda Sheet for City Council Meeting of:

05/10/2021

**Date Rec'd**

4/27/2021

**Clerk's File #**

ORD C36047

**Renews #**

**Submitting Dept**

DSC, CODE ENFORCEMENT &

**Cross Ref #**

**Contact Name/Phone**

KRIS BECKER 6392

**Project #**

**Contact E-Mail**

KBECKER@SPOKANECITY.ORG

**Bid #**

**Agenda Item Type**

First Reading Ordinance

**Requisition #**

**Agenda Item Name**

SPOKANE MUNICIPAL CODE PARKING ORDINANCE AND FEE SCHEDULE

## **Agenda Wording**

Ordinance related to Spokane Municipal Code for Parking and related fee schedule. This code combines industry best practices and relies on established Washington State codes (RCWs) to be consistent. It allows for a performance-based management system

## **Summary (Background)**

The Spokane Municipal Code relating to Parking has been developed over many years by multiple departments and entities; but it has not been looked at holistically for some time. The code related to Parking was reviewed over a one-year period with a large stakeholder group. The Parking Advisory Committee then reviewed the code revisions in September and October of 2020. Outdated/ conflicting language has been revised, code language has been future proofed, and minor code clean-up has been...

Lease? NO

Grant related? NO

Public Works? NO

## **Fiscal Impact**

## **Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

## **Approvals**

## **Council Notifications**

**Dept Head**

BECKER, KRIS

**Study Session\Other**

Finance and

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Stratton & CM

**Finance**

ORLOB, KIMBERLY

## **Distribution List**

**Legal**

PICCOLO, MIKE

kbecker@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jwest@spokanecity.org

## **Additional Approvals**

jray@spokanecity.org

**Purchasing**

mwilliams@spokanecity.org

tszambelan@spokanecity.org

mmuramatsu@spokanecity.org

cgoe@spokanecity.org



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

**Agenda Wording**

...setting specific occupancy targets for on-street parking, setting minimum and maximum hourly parking rates for on-street parking, and setting thresholds for action as well as the amount that rates can be lowered or raised per rate adjustment.

**Summary (Background)**

...accomplished. Industry best practices have been incorporated into the parking regulations to improve City operations and new language has been included to support the implementation of the Downtown Parking Study. Fines for parking violations will be adjusted and the code language has been clarified to eliminate enforcement gaps.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**

mvanderkamp@spokanecity.org


## ORDINANCE NO. C36047

AN ORDINANCE relating to parking municipal codes amending SMC sections 08.02.065, 08.02.083, 12.06A.040, 16A.61.550, 16A.61.564, 16A.61.567, 16A.61.570, 16A.61.5703, 16A.61.787; adopting new chapters SMC 16A.05, 16A.06, 16A.07 and a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code; and repealing SMC 16A.04.010, 16A.04.020, 16A.04.030, 16A.04.040, 16A.04.050, 16A.04.055, 16A.04.060, 16A.04.070, 16A.04.080, 16A.61.381, 16A.61.560, 16A.61.561, 16A.61.562, 16A.61.563, 16A.61.565M 16A.61.566, 16A.61.5701, 16A.61.5702, 16A.61.5704, 16A.61.5705, 16A.61.5706, 16A.61.5707, 16A.61.5708, 16A.61.575, 16A.61.577, 16A.61.581, 16A.61.582, 16A.61.583, 16A.61.589, 16A.61.590, 16A.61.5902, 16A.61.5903, 16A.61.5904, 16A.61.5906, 16A.61.5908, 16A.61.5910, 16A.61.5914, 16A.61.5916, 16A.61.5918, 16A.61.5921, 16A.61.5922, 16A.61.5924, 16A.61.790 and setting an effective date.

WHEREAS, City Council adopted the 2019 Downtown Parking Study by resolution (RES 2019-0088) on October 14, 2019; the study included recommendations to update the Spokane Municipal Code related to Parking, and those recommended strategies included establishing goals and objectives to guide our efforts; maximizing the use of our current parking supply; updating our permit programs and event policies; investing in our parking system to modernize it; make parking simple to find and payment easy; updating City policy and zoning code to support long term growth and multimodal travel downtown; and reduce parking demand over time, and;

WHEREAS, the City wants code that combines industry best practices and relies on established Washington State codes (RCWs) to be consistent, and;

WHEREAS, the City desires code to allow for a performance-based management system; setting specific occupancy targets for on-street parking, setting minimum and maximum hourly parking rates for on-street parking, and setting thresholds for action as well as the amount that rates can be lowered or raised per rate adjustment, and;

WHEREAS, the Parking Advisory Committee reviewed and considered the proposed code changes in 2020, and; --- Now, Therefore,

The City of Spokane does ordain:

**Section 1.** That SMC section 08.02.065 is amended to read as follows:

### **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.050A.100](#) 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 shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in [SMC 16A.04.100\(K\)](#)). Current Paid Parking Zone rates can be found on the City's website ([SMC 08.02.084\(B\)\(8\)](#));
  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 2.** That SMC section 08.02.083 is amended to read as follows:

**08.02.083                      Fees & Charges**

A. ~~((Commercial Loading Zones~~

~~The fee for a permit and identifying decal authorizing a commercial vehicle to occupy a loading zone is:)) Fees for services related to parking provided through the City of Spokane's Development Services Center, Code Enforcement and Parking Services Department, and penalties for traffic infractions provided by schedules adopted by court rule, or as specifically provided in [Title 16A SMC](#) or state statute shall be posted under the City of Spokane Parking Fee Schedule as established by City Council resolution. The City of Spokane Parking Fee Schedule shall be posted on the City's website.~~

~~((1. — one hundred dollars per year,~~

~~2. fifty dollars for the rest of the year when issued after June 30th,~~

~~3. fifteen dollars for a single occasion permit,~~

~~4. fifteen dollars for a transfer.))~~

B. ~~((Special Loading Zones.~~

~~A special loading zone is a temporary loading zone created by placement of an authorized parking meter bag. Special loading zones are reserved only for vehicles being used for the purpose for which the parking meter bag has been issued. The rates for parking meter bags, in addition to a twenty-five dollar returnable bag deposit, are:)) The Parking Manager shall review and update the City of Spokane Parking Fee Schedule and bring it to City Council for approval on an annual basis.~~

~~((1. Commercial:))~~

~~((a. — Quarterly: Three hundred fifty dollars per bag.~~

~~b. Monthly: One hundred twenty-five dollars per bag.~~

~~c. Daily: Fifteen dollars per bag.))~~

~~((2. News Media — Annually.~~

~~One thousand dollars for the first bag and five hundred dollars for each additional bag.))~~

~~((3. Charitable Nonprofit — Annually.~~

~~Sixty dollars per month per bag, with a maximum of two bags.))~~

C. ~~((Removal of Parking Meters.~~

~~The fee charged a contractor for removal and reinstallation of a parking meter to accommodate construction work is sixty dollars.)) Paid Parking Zone Rates.~~

1. It is the intent of the City Council to establish a target occupancy rate of eighty-five percent for all Paid Parking Zone spaces within the City of Spokane. Occupancy rate refers to the percentage of Paid Parking Zone spaces that are occupied by vehicles. The establishment of the target occupancy rate of at least eighty-five percent is based on well-accepted planning studies as well as the example of other municipalities. The City Council finds that the establishment of the target occupancy rate of eighty-five percent is an effective strategy for managing on-street parking and congestion.
2. The City Council establishes a range of time limits from fifteen minutes to eleven hours. The parking manger shall set the time limit of each parking zone, consistent with achieving the at least eighty-five percent target utilization rate, based upon parking occupancy data and community input.
3. Parking rates to be charged at parking payment devices, for parking in city rights-of-way and other city-controlled parking areas under the jurisdiction of the City of Spokane shall be within rate limits established by this section. Rates may vary according to location, time of day, length of stay, maximum parking time allowed, the capabilities of available parking payment devices, and any other factors the Parking Manager determines are pertinent.
4. The Parking Manager is authorized to set parking rates up to the "Maximum Hourly Rate" of \$3.00 per hour as set forth on the City of Spokane Parking Fee Schedule. When parking rates are in effect, parking rates shall be set no lower than the "Minimum Hourly Rate" of \$0.50 per hour as set forth on the City of Spokane Parking Fee Schedule.
5. The Parking Manager shall establish on-street parking rates and shall adjust parking rates higher (up to the maximum hourly rate) or lower (as low as the minimum hourly rate) in established paid parking zones based on the established target occupancy rate of at least eighty-five percent.
6. The Parking Manager may adjust the parking fee by increments no larger than fifty cents per hour.
7. Parking rates may be adjusted no more frequently than twice per fiscal year.
8. Current parking rates shall be posted to the City's website.

~~((D.—Parking Meters~~

- ~~1. The fee for parking in a metered space depends upon the time limit and location. The fees are indicated on the meters. The fees for parking in a metered space are:
  - a. ~~Thirty-minute space: Sixty cents per thirty minutes.~~~~

- ~~b. Two-hour space: One dollar twenty cents per hour.~~
  - ~~c. Four-hour space: Eighty cents per hour.~~
  - ~~d. All-day space: Forty cents per hour.~~
- ~~2. The coin or combinations of coins accepted by the meter will be indicated by a sign or legend for each space. Coins of denominations greater than the fee for the space may be accepted for the convenience of the motorist.~~

~~E. Motor Vehicle Violations.~~

- ~~1. The penalties for traffic infractions are provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute.~~
- ~~2. Unless otherwise provided, the basic penalties for parking infractions are:~~
  - ~~a. two hundred fifty dollars for disabled parking violations (SMC 16A.61.381);~~
  - ~~b. ten dollars for parking at a meter beyond the maximum time provided for that metered space (feeding meter) (SMC 16A.61.5914);~~
  - ~~c. fifteen dollars for expired meter parking (SMC 16A.61.5910);~~
  - ~~d. one hundred dollars for parking at a space reserved with a parking meter bag within the entertainment parking district Cross reference: SMC 16A.61.5903;~~
  - ~~e. two hundred fifty dollars for parking in a taxicab stand as described in SMC 16A.61.5705;~~
  - ~~f. Violation of bag use: Meter bag applicants and users must limit the use of bags to the purpose for which the bag is issued. Violation of proper parking meter bag use shall result in the bag being removed from the meter, cancellation of the permit, and forfeiture of the bag deposit as provided in SMC 16A.61.5703(H). No meter bags may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of conditions of bag use. Additional penalties will be assessed on repeat offenders within the same calendar year as follows:~~
    - ~~i. Second violation: Fifty dollars.~~
    - ~~ii. Third violation: One hundred dollars.~~
    - ~~iii. Fourth and additional violations: Two hundred dollars per violation.~~

~~g. thirty dollars for all others.~~

~~3. The additional penalty for failure to respond to a notice of traffic violation or parking infraction is twenty-five dollars.~~

~~4. There are, in addition, penalty assessments provided by state law.~~

~~F. Towing and Impound.~~

~~Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.~~

~~G. Criminal Violations.~~

~~The penalties for criminal traffic violations are as provided in the state traffic code.~~

~~H. Accident Reports.~~

~~The fee for furnishing copies of accident reports required by chapter 46.52 RCW is as fixed from time to time by the mayor as provided in SMC 8.02.011.~~

~~I. Junk Vehicle Affidavit.~~

~~The fee for furnishing a junk vehicle affidavit (hulk slip) is ten dollars.~~

~~J. Motorist Information Signs.~~

~~The fees for follow-through signs from the freeway to the motorist service business are:~~

~~1. Fifty dollars as the application processing fee.~~

~~2. One hundred dollars as the installation fee for each sign installed.~~

~~3. Actual cost for purchasing the signs from the Washington department of transportation.~~

~~4. Actual cost for maintenance, repairs, and replacement; and~~

~~5. Fifteen dollars as an assignment fee to transfer the permit to a new owner or operator.~~

~~K. Golf Cart Registration Decal.~~

~~The fee for an annual golf cart registration decal is fifty dollars.~~

~~L. Scofflaw List Administrative Fee.~~

~~The fee for vehicles added to the scofflaw list is twenty five dollars~~

~~M. Immobilization Administrative Fee.~~

~~The fee for immobilizing a vehicle is fifty dollars~~

~~N. Residential Parking Passes.~~

~~The fee for a residential parking permit is twenty five dollars per month.))~~

**Section 3.** That SMC section 12.06A.040 is amended to read as follows:

#### **12.06A.040 Rules and Regulations**

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

##### **A. Park Grounds and Maintenance**

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

##### **B. Vehicles and Watercraft**

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to ((SMC 16A.61.577)) [SMC 16A.07.060](#) and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

### C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

### F. Drugs and Alcohol



1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

#### G. Weapons and Projectiles

1. Any person who possesses a dangerous weapon as defined in RCW 9A.01.020 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Food

1. Except as provided in [SMC 10.51.040\(A\)](#), no person may sell food inside or adjacent to a park without first obtaining the following:
  - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by [SMC 10.51.070](#) and [SMC 17C.390.030](#); and
  - b. A valid a mobile food vendor's permit as required by [SMC 10.51.010](#).

#### I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in [Chapter 10.39 SMC](#).
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of

over fifteen people. There is no cost to submit reservation application for events that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

**J. Other Uses of Park Property and Facilities**

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.

K. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

**Section 4.** That SMC section 16A.61.550 is amended to read as follows:

**16A.61.550                    Violations as Traffic Infractions**

Failure to perform any act required or the performance of any act prohibited by this Chapter relating to traffic including but not limited to ~~((parking, standing, stopping and))~~ bicycle and pedestrian offenses is designated as a traffic infraction and may not be charged as a criminal offense.

**Section 5.** That SMC section 16A.61.564 is amended to read as follows:

**16A.61.564                    ~~((Parking Restricted for))~~ Snow Removal or Other Street Needs**

- A. ~~((It is unlawful for any person to))~~ No person shall park<sub>1</sub> or leave parked<sub>1</sub> a vehicle upon any street or highway within the City of Spokane after public notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood, that the City intends to remove snow there from.
- B. ~~((It is unlawful for any person to))~~ No person shall park<sub>1</sub> or leave parked<sub>1</sub> a vehicle upon any street or highway within the City of Spokane after public notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood, that street construction, sweeping, maintenance or repair, building relocations/moves or special permitted events that will take place in the street.
- ~~((C. — A vehicle parked in violation of this section may be impounded and towed away by the City or the City's contractor.))~~

**Section 6.** That SMC section 16A.61.567 is amended to read as follows:

**16A.61.567 Prohibited Parking Practices**

- ~~((A. — No person shall stand or park a vehicle upon any roadway for the purpose of displaying it for sale or for advertising purposes, or for lubricating or repairing the vehicle, except repairs necessitated by emergency.~~
- ~~B. No person may park a vehicle displaying vehicle registration tabs which have been expired for more than forty-five days upon any public street. Violation may result in immediate impound pursuant to RCW 46.55.240.))~~
- ~~((C.))~~ No person may park a vehicle with registration tabs improperly displayed upon any public street. Proper display of tabs is pursuant to WAC 308-96A-295, where tabs depicting the current registration expiration month and year must be displayed on the rear vehicle license plate in the area designated on the license plate.

**Section 7.** That SMC section 16A.61.570 is amended to read as follows:

**16A.61.570 Stopping, Standing, or Parking Prohibited in Specified Places – Reserving Portion of Highway Prohibited**

- ~~((A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:~~
- ~~1. stop, stand, or park a vehicle partly or completely:~~
    - ~~a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street;~~

- ~~b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;~~
  - ~~c. within an intersection;~~
  - ~~d. on a crosswalk;~~
  - ~~e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;~~
  - ~~f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;~~
  - ~~g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;~~
  - ~~h. on any railroad tracks;~~
  - ~~i. in the area between roadways of a divided highway including crossovers; or~~
  - ~~j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.~~
  - ~~k. in a bicycle lane that has been indicated by signage or striping.~~
2. ~~stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:~~
- ~~a. in front of a public or private driveway, public alley, or within five (5) feet of the end of the curb radius leading thereto;~~
  - ~~b. within fifteen (15) feet of a fire hydrant;~~
  - ~~c. within twenty (20) feet of a marked crosswalk;~~
  - ~~d. within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;~~
  - ~~e. within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of the entrance when properly signposted;~~

- ~~f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or~~
  - ~~g. in a no-parking area at Spokane International Airport as designated by the airport board.~~
- 3. ~~park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:~~
  - ~~a. within fifty (50) feet of the nearest rail of a railroad crossing, or~~
  - ~~b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.~~
- B. ~~Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.))~~
- ~~((C.)) No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.(RCW 46.61.570(3)).~~
- ~~((D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.~~
- E. ~~Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.~~
- F. ~~Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.~~
- G. ~~Violation of RCW 46.16A.030 (Registration and display of plates required—Penalties—Expired registration, impoundment) may result in immediate impound.))~~

**Section 8.** That SMC section 16A.61.5703 is amended to read as follows:

**16A.61.5703 ((Commercial)) Special Loading Zones**

~~((A. Occupying Commercial Loading Zone—When Prohibited.~~

~~It is unlawful for any vehicle, other than an authorized and identified vehicle that is then and there being used in commerce or trade, to occupy any commercial loading zone within the City during the hours indicated on the signs marking the zones.~~

~~Violation may result in immediate impound if the vehicle impedes the authorized use of the zone and tow away signage is posted.~~

~~B. Permit for Authorized Vehicles — Conditions for Issuance.~~

~~Permits for authorized vehicles shall be issued by the City upon application therefore and the paying of the fee as established in SMC 8.02.083. The application for the permit shall identify the vehicle and owner thereof as is set out in the Washington State vehicle registration certificate for the vehicle; the license plate number thereof; the name and nature of the business performed in commerce or trade to which use the vehicle has been assigned; a statement by the owner, or authorized agent thereof, that the vehicle is a commercial vehicle and is used exclusively for commercial purposes during business hours of eight a.m. to six p.m.~~

~~C. Permit.~~

~~The permit shall have an exclusive file number; contain the name and address of the owner and the identification of the vehicle as is set out in the Washington State vehicle registration certificate for the vehicle; the license plate number thereof; the name and nature of the business performed in commerce or trade to which use the vehicle has been assigned; and shall be present within or upon the vehicle at all times when occupying a commercial loading zone, and shall be displayed to any officer or person authorized to enforce the parking laws of the City upon request therefore.~~

~~D. Identifying Sign.~~

~~The City shall issue to the applicant, with the permit, an identifying decal which shall be prominently displayed on the vehicle for which it was issued, in the vehicle's front windshield at the lower left-hand corner. The identifying decal shall be in the form prescribed by regulation by the street director.~~

~~E. Out-of-state Vehicles — Permits.~~

~~Any vehicle licensed and registered in a state other than the State of Washington will qualify for a permit by providing in the application therefore the identifying information that would be required and provided in a Washington State vehicle registration certificate.~~

~~F. Permit — Annual — Special Permits.~~

~~Each permit issued shall be valid until December 31st of the year in which it was issued except that the street director, in limited and exceptional circumstances involving a vehicle performing a commercial service that is isolated and limited to a single occasion, may issue a special permit for a period not to exceed twenty-four hours.~~

#### ~~G. Use of Loading Zones — Time Limitations.~~

- ~~1. Commercial loading zones shall be for exclusive use by commercial vehicles in loading and unloading commodities in trade or commerce during the hours indicated on the signs marking the zones. During these hours the zones are designated as commercial loading zones. At all other hours and times loading zones shall be for general use under the parking regulations applicable to the district in which they are located.~~
- ~~2. No vehicle shall occupy a commercial loading zone other than for expeditious loading and unloading of commodities. No vehicle shall occupy a commercial loading zone for more than thirty consecutive minutes; provided the street director may grant special permission in exceptional cases requiring additional time for loading and unloading.))~~

~~((3.)) A. Permits for creating special loading zones for use by commercial vehicles and vehicles while engaged in services in conjunction with public utilities, construction and maintenance, and special parking zones for use by official clearly identifiable news media vehicles and clearly identified vehicles of charitable nonprofit service organizations and vehicles qualifying for an Entertainment Parking District (EPD) privilege as provided in ((16A.61.5903)) [SMC 16A.04.100\(G\)](#) may be issued by the ((street director)) Parking Manager, in accordance with rules and regulations established by the ((director)) Parking Manager.~~

~~((4.)) B. ((Parking meter bags provided by the street director)) An approved special loading zone shall be established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager ((shall be)) and used by the permittees to create, in the case of commercial vehicles, a special loading zone in a regular parking space for a time period normally not exceeding thirty minutes for the purpose of expeditiously loading and unloading commodities, and in the case of news media vehicles a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of news reporting activities, and in the case of charitable nonprofit service organizations a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of performing charitable services for the benefit of the inhabitants of the City. ((Use of EPD bags by qualifying vehicles shall not exceed the time necessary to support the operational and parking needs to support an entertainment venue. The parking meter bags in this subsection shall not be placed on meters in loading or restricted zones or on meters of less than a one-hour time limit and shall contain thereon a card which identifies the permittee and the date and time of placement of the bag. Parking meter bags shall be locked in place by the permittee.))~~

C. Use of EPD special loading zones by qualifying vehicles shall not exceed the time necessary to support the operational and parking needs to support an entertainment venue.

D. Special loading zones shall not be established in loading or restricted zones or in paid parking zone spaces of less than a one-hour time limit and shall contain thereon a card which identifies the permittee and the date and time of the special loading zone.

~~((5.))~~ E. Vehicles lawfully parked at ~~((metered spot))~~ a paid parking space in a special loading zone at the time a ~~((meter bag is placed))~~ special loading zone is established are not in violation of this section until the applicable parking time for the vehicle has expired.

F. EPD special loading zones are only valid within the EPD. Permittees of EPD special loading zones are responsible to designate unauthorized vehicles to an authorized law enforcement officer and must agree to indemnify and hold harmless the City and its agents against all loss or liability because of a wrongful impound or any claims related thereto.

~~((H.))~~ G. Violation of proper ~~((parking meter bag))~~ special loading zone use shall result in the ~~((bag))~~ meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager being removed from the ((meter)) space, cancellation of the permit, and forfeiture of ((the bag)) any deposit. Rates to be charged for ~~((parking meter bags))~~ special loading zones shall be as set out in ~~((SMC 8.02.083))~~ the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

~~((I. An official vehicle of the United States Postal Service will be regarded as an "authorized and identified" vehicle while occupying a commercial loading zone for the purpose of mail delivery or collection for up to fifteen minutes.))~~

**Section 9.** That SMC section 16A.61.5703 is amended to read as follows:

#### **16A.61.787 Sidewalk Riding and Parking Regulated**

A. No person may ride a bicycle or non-motorized vehicle upon any sidewalk or other pedestrian way within the retail ~~((zone of the congested-))~~ district of the City as defined by ~~((SMC 16A.04.010 and SMC 16A.04.020))~~ [SMC 16A.04.100\(E\)](#) and [SMC 16A.04.100\(U\)](#), provided that nothing contained herein shall be construed to prohibit the riding of a bicycle or non-motorized vehicle upon any sidewalk or other pedestrian way within any area other than the retail ~~((zone of the congested-))~~ district of the City.

B. Whenever any person is riding a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way of the City, the persons shall yield the right-of-way to all pedestrians and shall give an audible signal before overtaking and passing any pedestrian.

C. Whenever any person is riding a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way of the City, the person shall at all times exercise due care to avoid colliding with any pedestrian and shall operate the same in a careful and prudent



manner and at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and condition of surface. When, because of the width of the sidewalk or other pedestrian way or the amount of pedestrian traffic thereon, riding a bicycle on the sidewalk or other pedestrian way would endanger or unreasonably inconvenience pedestrians, the person shall stop and dismount from the bicycle.

- D. No person shall place a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way in a manner as to obstruct reasonable pedestrian traffic and/or vehicular traffic emerging from alleys or driveways.
- E. "Non-motorized vehicle" means any wheeled vehicle for transporting a person which is not propelled by a motor or engine, including skateboards, roller skates, in-line roller blades or coasters. This does not apply to wagons, strollers, wheelchairs or assisted transportation devices.
- F. This section does not apply in Riverfront Park or to the Centennial Trail.
- G. This section does not apply to law enforcement personnel patrolling on bicycles.

**Section 10.** That there is adopted a new chapter 16A.05 to title 16A of the Spokane Municipal Code to read as follows:

**Chapter 16A.05**  
**Stopping, Standing, Parking, and Loading Regulations**

Sections:

16A.05.010	Advertising
16A.05.020	Alley - Loading
16A.05.030	Angle Parking
16A.05.040	Bicycle Lane
16A.05.050	Bus Zone
16A.05.060	Commercial Loading Zones
16A.05.070	Crosswalk – Approach
16A.05.080	Crosswalk—On
16A.05.090	Disabled Parking – Free Parking by Disabled Persons
16A.05.100	Disabled Parking – Indication of Parking Space for Disabled Persons
– Failure, Penalty	
16A.05.110	Disabled Parking – Special Parking for Persons with Disabilities
16A.05.120	Disabled Parking – Special Plate or Card Issued by Another
Jurisdiction	
16A.05.130	Divided Highway
16A.05.140	Double Parking
16A.05.150	Driveway or Alley Entrance
16A.05.160	Excavation or Obstruction
16A.05.170	Fire Hydrant
16A.05.180	Fire Lane
16A.05.190	Fire Station
16A.05.200	Flashing Signal - Approach
16A.05.210	Intersection
16A.05.220	Junk Vehicle
16A.05.230	Motorcycle or Scooter Parking
16A.05.240	Obstructing Traffic
16A.05.250	Paid Parking Zone – Illegal Use of Parking Payment Device
16A.05.260	Paid Parking Zone – Obstruction of Paid Parking Device
16A.05.270	Paid Parking Zone – Parking Payment Device Indication
16A.05.280	Paid Parking Zone – Payment Required
16A.05.290	Parallel Parking
16A.05.300	Parking Stalls
16A.05.310	Parking Time Limited
16A.05.320	Pedestrian Buffer Strip
16A.05.330	Permit Zones
16A.05.340	Police Vehicles Only
16A.05.350	Posted Signs

16A.05.360	Provisions of Chapter Prohibit Stopping, Standing, or Parking –
Exceptions	
16A.05.370	Public Safety Hazard
16A.05.380	Railroad Tracks
16A.05.390	Railroad Tracks - Loading
16A.05.400	Reserve Portion of a Highway
16A.05.410	Safety Zone
16A.05.420	Sidewalk
16A.05.430	Spokane International Airport
16A.05.440	Stop Sign - Approach
16A.05.450	Taxicab Zones
16A.05.460	Temporary No Parking Zone
16A.05.470	Traffic Control Signal - Approach
16A.05.480	Vehicle Repairs
16A.05.490	Yield Sign – Approach

#### **16A.05.010           Advertising or For Sale**

No person shall stand or park a vehicle upon any public right-of-way for the purpose of displaying it for advertising or for sale purposes.

#### **16A.05.020           Alley - Loading**

- A. No person shall stop, stand, or park a vehicle in any alley except for the purpose of, and while actually and actively engaged in, the expeditious loading and unloading of commodities, and where there is a driver willing to move the same, and in instances only for a period not to exceed thirty consecutive minutes.
- B. No person shall stop, stand, or park a vehicle so as to prevent the free passage of other vehicles through an alley except upon written permission by the Parking Manager.

#### **16A.05.030           Angle Parking**

No person shall stop, stand, or park a vehicle backed to the curb or at an angle to the curb on any public street or highway in the City of Spokane, unless otherwise posted.

#### **16A.05.040           Bicycle Lane**

No person shall stop, stand, or park a vehicle partially or completely in a bicycle lane that has been indicated by signage or striping.

#### **16A.05.050           Bus Zone**

No person shall stop, stand, or park a vehicle other than authorized buses in a zone established for such specific use as indicated by signage or striping.

**16A.05.060 Commercial Loading Zones**

- A. No person shall stop, stand, or park a vehicle except an authorized and identified commercial vehicle during the hours indicated on the signs marking the zones.
- B. No person shall stop, stand, or park an authorized and identified commercial vehicle in a signed commercial loading zone for any purpose or length of time other than for the active and expeditious loading and unloading of commodities. In no case shall the stopping, standing, or parking exceed thirty minutes.

**16A.05.070 Crosswalk – Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within twenty (20) feet of a crosswalk. (RCW 46.61.570(1)(b)(iii))

**16A.05.080 Crosswalk—On**

No person shall stop, stand, or park a vehicle on a crosswalk. (RCW 46.61.570(1)(a)(iv))

**16A.05.090 Disabled Parking – Free Parking by Disabled Persons**

- A. In accord with the authority of RCW 46.19.050(5), as to on-street parking places reserved for persons with physical disabilities without parking payment devices, the time limit for free parking is four hours for vehicles displaying a placard or special license plate issued under RCW 46.19.010, where such four-hour limit is posted.
  - 1. In addition, as to non-reserved on-street parking spaces, including those with parking payment devices, notwithstanding parking limits otherwise applicable, the time limit for free parking is four hours for vehicles displaying a placard or special license plate issued under RCW 46.19.010, where such four hour limit is posted.
  - 2. Where a parking payment device allows time in excess of four hours, payment shall be required to initiate paid parking time at the expiration of the first four hours allowed free of charge.
- B. Where the four-hour limit is not posted for vehicles with the placard or license plate above referenced, any person who meets the criteria for special parking privileges under RCW 46.19.010 shall be allowed free of charge to park a vehicle being used to transport that person for unlimited periods of time in parking zones or areas including zones or areas with parking payment devices which are otherwise restricted as to the length of time parking is permitted. This section or RCW 46.61.582 does not apply to those zones or areas in which the stopping, parking, or standing of all vehicles is prohibited or which are reserved for special types of vehicles. The person shall obtain

and display a special placard or license plate under RCW 46.19.010 to be eligible for the privileges under this section.

**16A.05.100                    Disabled Parking – Indication of Parking Space for Disabled Persons – Failure, Penalty**

- A. A parking space or stall for a person with a disability shall be indicated by a vertical sign with the international symbol of access, whose colors are white on a blue background, described under RCW 70.92.120. The sign may include additional language such as, but not limited to, an indication of the amount of the monetary penalty defined in RCW 46.16.381 for parking in the space without a valid permit.
- B. Failure of the person owning or controlling the property where required parking spaces are located to erect and maintain the sign is a class 2 civil infraction under Chapter 7.80 RCW for each parking space that should be so designated. The person owning or controlling the property where the required parking spaces are located shall ensure that the parking spaces are not blocked or made inaccessible, and failure to do so is a class 2 civil infraction.

**16A.05.110                    Disabled Parking – Special Parking for Persons with Disabilities**

- A. Any unauthorized use (RCW 46.19.050(2)) of the special placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010, or identification card is a parking infraction. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed.
- B. It is a parking infraction for a person to park in, block, or otherwise make inaccessible the access aisle located next to a space reserved for persons with physical disabilities or the space itself. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. The clerk of the court shall report all violations related to this subsection to the Washington State department of motor vehicles.
- C. It is a parking infraction for any person to park a vehicle in a parking place provided on private property without charge or on public property reserved for persons with physical disabilities without a placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. If a person is charged with a violation, the person shall not be determined to have committed an infraction if the person produces in court or before the court appearance the placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010 required under this section. The time limit for on-street parking places reserved for physically disabled persons without parking payment devices is four hours for qualified vehicles unless a longer time would otherwise apply for the use of these parking places. The time limit for the use of non-reserved, on-street parking spaces by vehicles displaying the special parking placards is four hours unless a longer time would otherwise apply. All time restrictions applicable under this subsection must be clearly posted.

D. It is a parking infraction, with monetary penalty of two hundred fifty dollars, to fail to fully display a placard or special license plate issued under this Chapter while parked in a public place on private property without charge, while parked on public property reserved for persons with physical disabilities, or while parking free of charge as allowed under RCW 46.61.582. In addition to any penalty or fine imposed under this subsection, two hundred dollars must be assessed, for a total of four hundred fifty dollars. For the purpose of this subsection, “fully display” means hanging or placing the placard or special license plate so that the full face of the placard or license plate is visible, including the serial number and expiration date of the license plate or placard. If a person is charged with a violation of this subsection, that person will not be determined to have committed an infraction if the person produces in court or before the court appearance a valid identification card issued to that person under RCW 46.19.010.

E. Allocation of Assessments and Fines.

1. The assessment imposed under subsections (A), (B), (C), and (D) of this section shall be allocated as follows:
  - a. One hundred dollars shall be deposited in the accessible communities account created in RCW 50.40.071; and
  - b. One hundred dollars shall be deposited in the multimodal transportation account under RCW 47.66.070 for the sole purpose of supplementing a grant program for special needs transportation provided by transit agencies and nonprofit providers of transportation that is administered by the department of transportation.
2. Any reduction in any penalty or fine and assessment imposed under subsections (A), (B), (C), and (D) of this section shall be applied proportionally between the penalty or fine and the assessment. When a reduced penalty is imposed under subsection (A), (B), (C), and (D) of this section, the amount deposited in the accounts identified in this subsection shall be reduced equally and proportionally.
3. The penalty or fine amounts imposed under subsections (A), (B), (C), and (D) of this section shall be used by the City exclusively for law enforcement. The court may also impose an additional penalty sufficient to reimburse the City for any costs it may have incurred in removal and storage of the improperly parked vehicle.

F. It is a traffic infraction for any person willfully to obtain a special license plate issued under RCW 46.19.010 or RCW 46.18.235 placard, or identification card in a manner other than that established under RCW 46.19.010.

G. For second or subsequent violations of this section, in addition to a monetary fine, the violator must complete a minimum of forty hours of:

1. community restitution for a nonprofit organization that serves persons with disabilities or disabling diseases; or
  2. any other community restitution that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.
- H. The court may not suspend more than one-half of any fine imposed under subsections (A), (B), (C), (D), or (E) of this section.
- I. A violation of this section is a class 1 infraction under [SMC 01.02.950](#).

**16A.05.120                      Disabled Parking – Special Plate or Card Issued by Another Jurisdiction**

A special license plate or card issued by another state or country that indicates an occupant of the vehicle is disabled, entitles the vehicle on or in which it is displayed and being used to transport the disabled person to the same overtime parking privileges granted under this Chapter to a vehicle with a similar special license plate or card issued by this state.

**16A.05.130                      Divided Highway**

No person shall stop, stand, or park a vehicle in the area between roadways of a divided highway including crossovers. (RCW 46.61.570(1)(a)(ix))

**16A.05.140                      Double Parking**

No person shall stop, stand, or park a vehicle on the roadway side of any vehicle stopped or parked at the edge or curb of a street. (RCW 46.61.570(1)(a)(i))

**16A.05.150                      Driveway or Alley Entrance**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, in front of a public or private driveway within a street or alley or in front of or in an alley entrance or within five feet (5') of the end of a constructed driveway return or alley entrance return, or if none, within five feet (5') of the projection of the edge of the driveway or alley.

**16A.05.160                      Excavation or Obstruction**

No person shall stop, stand, or park a vehicle alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic. (RCW 46.61.570(1)(a)(vi))

**16A.05.170                      Fire Hydrant**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, within fifteen (15) feet of a fire hydrant. (RCW 46.61.570(1)(b)(ii))

**16A.05.180 Fire Lane**

No person shall stop, stand, or park a vehicle in a fire lane.

**16A.05.190 Fire Station**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of said entrance when properly signposted. (RCW 46.61.570(1)(b)(v))

**16A.05.200 Flashing Signal - Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any flashing signal located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

**16A.05.210 Intersection**

No person shall stop, stand, or park a vehicle within an intersection. (RCW 46.61.570(1)(a)(iii))

**16A.05.220 Junk Vehicle**

No person shall park a junk vehicle, as defined in [SMC 10.16.010\(F\)](#), upon any public right-of-way.

**16A.05.230 Motorcycle or Scooter Parking**

- A. No person shall stop, stand, or park any vehicle except a motorcycle or scooter in a stall signed exclusively for motorcycle or scooter parking.
- B. Motorcycles or scooters must park within the stalls and be reasonably secured from tipping over, facing either towards or away from the curb.

**16A.05.240 Obstructing Traffic**

No person shall stop, stand, or park a vehicle upon any street or highway within the City unattended in a position that it constitutes an obstruction to traffic, blocks the use of a fire hydrant, or constitutes a danger to travel.



**16A.05.250                    Paid Parking Zone – Illegal Use of Parking Payment Device**

No person shall tamper with or open any parking payment device, deposit or cause to be deposited in any parking payment device any slug, button, or any other device or substance as substitutes for legal tender of the United States, counterfeit or alter any parking receipt, or tamper with a parking payment device to show payment during a time for which no payment was made.

**16A.05.260                    Paid Parking Zone – Obstruction of Paid Parking Device**

No vehicle or other property may obstruct access to a parking payment device in a manner which prevents deposit of payment in the parking payment device, visibility of the parking payment device instructions or time limit, or visibility of any posted signage. A vehicle or other property in violation of this section is hereby declared to be a nuisance and is subject to summary abatement.

**16A.05.270                    Paid Parking Zone – Parking Payment Device Indication**

No person shall stop, stand, or park a vehicle in any parking space while the parking payment device is displaying a signal indicating “no parking” (by symbol or words).

**16A.05.280                    Paid Parking Zone – Payment Required**

A. No person shall stop, stand, or park a vehicle in a parking space regulated by a parking payment device, up to the maximum legal parking time, unless:

1. Valid payment has been made at a parking payment device;
2. Required information has been correctly provided, such as zone number, parking space or meter number, or vehicle information including license plate number and state; and,
3. Payment is made immediately.

a. The prohibitions of this Section shall not apply to:

- i. The act of parking; and,
- ii. The necessary time required to activate the time on a parking payment device.

B. The restrictions of this Section shall not apply on legal parking holidays as defined in [SMC 16A.04.100\(M\)](#) except where otherwise indicated on the parking payment device or posted signage on the block face, or portions thereof, or for individual parking spaces.

### **16A.05.290                    Parallel Parking**

- A. No person shall stop, stand, or park a vehicle upon a roadway other than with the wheels parallel to and within twelve inches of the curb or as close as practicable to the edge of the shoulder.
- B. No person shall stop, stand, or park a vehicle upon a public right-of-way other than with the direction of authorized traffic movement.

### **16A.05.300                    Parking Stalls**

No person shall stop, stand, or park a vehicle across established lines or markings or to park a vehicle in a position where the vehicle is not entirely within the area designated by established lines or markings.

### **16A.05.310                    Parking Time Limited**

- A. No person shall stop, stand, or park a passenger vehicle, as defined in [SMC 16A.04.100\(R\)](#), for a continuous seventy-two (72) hour period on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone ([SMC 16A.04.100\(K\)](#)), unless a City-approved posted sign provides a shorter period of time.
- B. No person shall stop, stand, or park any non-passenger vehicle (NPV), as defined in [SMC 16A.04.100\(J\)](#), for longer than twenty-four (24) continuous hours for loading or unloading on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone ([SMC 16A.04.100\(K\)](#)), unless a City-approved posted sign provides a shorter period of time.
- C. No person shall stop, stand, or park a vehicle for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City located within the Paid Parking Zone as identified in [SMC 16A.04.100\(K\)](#), unless a City-approved posted sign or parking payment device indication provides a shorter period of time.
- D. Where parking time is limited as indicated on a parking payment device or by posted signage, no person shall stop, stand, or park a vehicle beyond the maximum time allowed, irrespective of any payment made.
  - 1. Where the parking time limit is greater than 30 minutes, no person shall stop, stand, or park a vehicle on the same block face beyond the maximum time allowed, irrespective of any payment made, and are required to move off of the block face until the next calendar day.

### **16A.05.320                    Pedestrian Buffer Strip**

No person shall stop, stand, or park a vehicle partially or completely on a pedestrian buffer strip as defined in [SMC 17A.020.160\(G\)](#).

#### **16A.05.330 Permit Zones**

- A. No person shall stop, stand, or park a vehicle in violation of the posted or marked restrictions or when a permit or other authorization issued by the city is required as a condition for parking unless a City-issued parking permit pursuant to [Chapter 16A.06 SMC](#) is displayed.
- B. It shall be a violation of this section if:
  - 1. The City-issued parking permit does not match the vehicle;
  - 2. The zone permit does not match the zone where vehicle is parked; or,
  - 3. The vehicle is parked beyond the time limit of the permit.

#### **16A.05.340 Police Vehicles Only**

Except an authorized police vehicle, no person shall stop, stand, or park in zones posted no parking police vehicles only.

#### **16A.05.350 Posted Signs**

No person shall:

- A. Stop, stand, or park a vehicle at any place where official signs prohibit stopping;
- B. Stand or park a vehicle at any place where official signs prohibit standing; or
- C. Park a vehicle at any place where official signs prohibit parking.

#### **16A.05.360 Provisions of Chapter Prohibit Stopping, Standing, or Parking – Exceptions**

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall stop, stand, or park per the provisions of this Chapter. (RCW 46.61.570)
- B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.(RCW 46.61.570(2))

**16A.05.370                   Public Safety Hazard**

No person shall stop, stand, or park a vehicle in a manner which creates a public safety hazard.

**16A.05.380                   Railroad Tracks**

No person shall stop, stand, or park a vehicle on any railroad tracks. (RCW 46.61.570(1)(a)(viii))

**16A.05.390                   Railroad Tracks - Loading**

No person shall park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers within fifty (50) feet of the nearest rail of a railroad crossing.

**16A.05.400                   Reserve Portion of a Highway**

It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted such right. (RCW 46.61.570(4))

**16A.05.410                   Safety Zone**

No person shall stop, stand, or park a vehicle between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone. (RCW 46.61.570(1)(a)(v))

**16A.05.420                   Sidewalk**

No person shall stop, stand, or park a vehicle partially or completely on or over a sidewalk.

**16A.05.430                   Spokane International Airport**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers in a no-parking area at Spokane International Airport as designated by the airport board.

**16A.05.440                   Stop Sign - Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any stop sign located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

#### **16A.05.450           Taxicab Zones**

No person shall stop, stand, or park a vehicle other than a taxicab within any space reserved for taxicabs.

#### **16A.05.460           Temporary No Parking Zone**

- A. No person shall stop, stand, or park a vehicle in a parking space where an approved temporary no parking zone has been established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager except for vehicles displaying a temporary no parking zone permit ([SMC 16A.06.060](#)).
- B. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

#### **16A.05.470           Traffic Control Signal - Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any traffic control signal located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

#### **16A.05.480           Vehicle Repairs**

No person shall stand or park a vehicle upon any public right-of-way for lubricating or repairing the vehicle, except repairs necessitated by emergency.

#### **16A.05.490           Yield Sign - Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any yield sign located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

**Section 11.** That there is adopted a new chapter 16A.06 to title 16A of the Spokane Municipal Code to read as follows:

### **Chapter 16A.06 Parking Permits**

Sections:

- 16A.06.010           Permits – Generally
- 16A.06.020           Commercial Loading Zone Parking Permits

16A.06.030	Service Parking Permit
16A.06.040	Entertainment Event Exemption Permit
16A.06.050	Temporary No Parking Zone Parking Permit
16A.06.060	Temporary Curb Space Parking Permits
16A.06.070	Downtown Residential Parking District (DRPD) Permits

## **16A.06.010           Permits – Generally**

### **A. Purpose.**

A parking permit may be issued to allow a vehicle to legally park in violation of specific parking regulations. A parking permit may apply in a designated parking district or zone, paid parking space, or elsewhere depending on the specifications of the permit.

### **B. Authority.**

The Parking Manager is hereby authorized to administer a system for the issuance of parking permits and to collect fees therefor.

### **C. Application.**

1. Application for any parking permit required by this Chapter shall be made to Parking Services on forms provided for such purpose.
2. All parking permit applications shall include, at minimum the following information:
  - a. The name, address, and other current contact information for the applicant;
  - b. The license plate number and make, model and year of the vehicle for which the parking permit is sought;
  - c. A statement signed and sworn by the applicant, under penalty of perjury, that all information submitted is complete, true and accurate to the best of their knowledge; and
  - d. A copy of the current vehicle registration.
3. The Parking Manager may deny a parking permit application based on a demonstrated history of improper use by the applicant during the previous 12 months.

### **D. Outstanding Citations.**

Outstanding citations must be resolved prior to the issuance of any parking permit type.

E. Fees.

Parking permits for authorized vehicles shall be issued, pending approval by the Parking Manager, by the City upon application therefore and the paying of the fee as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

F. Proper Display of Parking Permit.

Parking permits shall be properly displayed as directed by the City.

G. Maximum Number of Parking Permits Issued.

The parking manger may limit the number of any type or zone parking permit.

H. Prohibition.

1. The provisions of this Chapter do not supersede any other provisions of the Spokane Municipal Code with respect to general parking regulations.
2. It is unlawful to falsely represent oneself as eligible for a parking permit under this Chapter or to furnish any false information in, or in conjunction with, an application for a parking permit. It shall be unlawful to attempt or to reproduce or alter any parking permit issued by the City.
3. Parking permits may be transferred upon review and approval by the Parking Manager.
4. Parking permits may be revoked in the event Parking Services determines that the owner of the vehicle, or the vehicle itself, for which a parking permit has been issued no longer meets the eligibility requirements established by Parking Services. Upon no longer meeting the eligibility requirements, the holder of the parking permit shall surrender such parking permit to Parking Services.

**16A.06.020 Commercial Loading Zone Parking Permits**

A commercial loading zone parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

**16A.06.030 Service Parking Permit**

A service parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

**16A.06.040 Entertainment Event Exemption Permit**

An entertainment event exemption permit allows the reservation, and use, of on-street parking spaces during scheduled dates and times in an area as approved by the Parking Manager. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

#### **16A.06.050 Temporary No Parking Zone Parking Permit**

- A. A temporary no parking zone permit allows parking within a designated and approved temporary no parking zone ([SMC 16A.05.460](#)). The parking permit may contain restrictions as deemed necessary by the Parking Manager.
- B. Violation of proper temporary no parking zone use shall result in the zone being removed, cancellation of the permit, and forfeiture of any deposit. No temporary no parking zones may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of the conditions of temporary no parking zone use. Additional penalties will be assessed on repeat offenders within the same calendar year as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

#### **16A.06.060 Temporary Curb Space Parking Permits**

- A. The Parking Manager may authorize temporary curb space parking permits for verified nonprofit organization vehicle for use in a temporary no parking zone. The Parking Manager shall not authorize temporary curb space parking permits for commercial purposes in the roadway.
- B. A temporary curb space parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

#### **16A.06.070 Downtown Residential Parking District (DRPD) Permits**

- A. Designation of Downtown Residential Parking District.

Residents of multifamily residential properties located within the Paid Parking Zone may purchase parking permits to park at designated locations within the Paid Parking Zone without additional payment at the Paid Parking Devices.

- B. Administration of Downtown Residential Parking Districts
  - 1. In any DRPD, the Parking Manager may issue parking permits or other means of identification, maintain lists of vehicles owned or used by parking permit holders, or adopt any other reasonable means of distinguishing vehicles that are validly parked in an DRPD.
    - a. A parking permit shall not guarantee or reserve to the holder an on-street parking space within the designated DRPD.



- b. DRPD permits must be used within the assigned, designated area, as instructed by the City.
2. Residency. In addition to the parking permit application and requirements set forth in [SMC 16A.06.010](#), all applicants for an DRPD permit shall also demonstrate proof of the applicant's residency within the applicable DRPD zone, which may include documented proof that the applicant's vehicle is registered to a residence within the DRPD.
3. Authority To Regulate. In order to maintain the integrity of the downtown core, ensure a balanced system with multiple competing needs for on-street parking, and properly manage DRPD zones, parking services may:
  - a. Limit the number of DRPD parking permits issued per household;
  - b. Limit the total number of parking permits issued within an entire DRPD zone;
  - c. Charge a fee for DRPD permits before their issuance; and
4. Term. All DRPD parking permits shall be issued with a term not to exceed one year to residents who comply with the requirements as set forth in this Chapter.

**Section 12.** That there is adopted a new chapter 16A.07 to title 16A of the Spokane Municipal Code to read as follows:

#### **Chapter 16A.07**

#### **General Provisions, Administration, and Enforcement**

Sections:

16A.07.010	Authority of the Parking Manager
16A.07.020	Violations as Traffic Infractions
16A.07.030	Penalties
16A.07.040	Failure to Comply with Notice of Violation
16A.07.050	Appointment of Registered Disposers
16A.07.060	Vehicle Immobilization and Impoundment
16A.07.070	When a Vehicle Is Subject to Immediate Impoundment
16A.07.080	When a Vehicle May Be Impounded After Notice

#### **16A.07.010 Authority of the Parking Manager**

The Parking Manager is hereby authorized to:

- A. establish on-street parking rates and time limits according to [SMC 08.02.083\(B\)](#);

- B. establish loading zones, safety zones, passenger loading zones, bus stops, taxi zones, and other restricted parking places, from time to time, at the locations on the public streets and highways as may be in the interest of public safety and convenience, and direct that the same be designated by appropriate signs or other markers to facilitate the movement of traffic, to eliminate congestion and danger, and to promote and maintain a more effective use of the streets and highways;
- C. grant special permissions for loading and unloading in alleys, passenger loading zones, commercial loading zones or in city rights-of-way and other city-controlled parking areas under the jurisdiction of the City of Spokane;
- D. manage and update the Paid Parking Zone map;
- E. direct the installation of parking payment devices in locations within the Paid Parking Zone;
- F. impound unauthorized vehicles on public property.

#### **16A.07.020                      Violations as Traffic Infractions**

Failure to perform any act required or the performance of any act prohibited by this Chapter relating to traffic including but not limited to parking, standing, and stopping offenses is designated as a traffic infraction and may not be charged as a criminal offense.

#### **16A.07.030                      Penalties**

The penalties for each violation of the provisions of [Chapter 16A.05 SMC](#) shall be as provided in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

#### **16A.07.040                      Failure to Comply with Notice of Violation**

If no response or payment is made within fifteen calendar days of the date of the issuance of the notice of infraction, the Spokane Municipal Court will attach additional penalties to the infraction as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), including a notice to department of licensing as provided in RCW 46.16A.120(3), and may pursue any other remedies as provided by law.

#### **16A.07.050                      Appointment of Registered Disposers**

The City's Chief of Police and the Parking Manager, acting through the authority to remove vehicles herein, may remove the vehicles directly, through towing operators appointed either on a rotational or other basis, or through contracts, or by a combination of these methods, pursuant to the regulations they may adopt.

#### **16A.07.060                      Vehicle Immobilization and Impoundment**

## A. Definitions

1. "Impound" means to take and hold a vehicle in legal custody.
  2. "Immobilization device" means a device which immobilizes the vehicle by either clamping and locking to a wheel impeding movement of the vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle.
  3. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
  4. "Public Property" means any street, road, public highway or other publicly owned property.
  5. "Scofflaw" means a vehicle which has been issued four (4) or more parking tickets which remain unpaid more than forty-five (45) days after the issuance of the ticket.
  6. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
    - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113;
    - b. On a highway and tagged as described in RCW 46.55.085;
    - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or,
    - d. In violation of any of the restrictions subject to vehicle impoundment under [SMC 16A.07.070](#) or [SMC 16A.07.080](#).
- B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (6)(a) or (6)(c) above, it may be immediately impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property. Vehicles in violation of (6)(b) above may be impounded within twenty-four (24) hours.
- C. If a vehicle is in violation of any of the restrictions subject to vehicle impoundment set forth in section (6)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.

- D. In addition to law enforcement officers, the Parking Manager, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.
- E. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.
- F. Scofflaw List.

As frequently as practicable, Parking Services, working in conjunction with Spokane Municipal Court and the collection agency contracted by the City or Spokane Municipal Court, shall prepare, maintain, and update a scofflaw list.

1. Civil Penalties to Cover Administrative Costs.

There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)) to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)) to cover the additional administrative costs of immobilization and/or impoundment.

2. Notice.

- a. The City's contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license plate number and as provided by the Washington State Department of Licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and
  - i. the date and the nature of each ticket overdue and the amount due on each;
  - ii. that a scofflaw list fee in the amount specified in subsection 1 of this section has been imposed to cover administrative costs;
  - iii. the total amount currently due;
  - iv. a specific deadline for response, no less than ten (10) days after the date of mailing;

- v. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and
  - vi. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in [SMC 16A.07.060\(F\)](#), payment of the civil penalties imposed in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)) and payment of the costs of immobilization, towing and storage.
- b. The notice required by this subsection is sufficient if mailed to the address provided by the Washington State Department of Licensing; provided, however, that if the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
- c. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such subsequent tickets shall also be paid before the vehicle is removed from the scofflaw list.
- d. The owner of a vehicle that is subject to the procedures of this section and in [SMC 16A.07.060\(F\)\(3\)](#) and [\(4\)](#), is entitled to a hearing in the Spokane Municipal Court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.
- e. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency, will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

### 3. Immobilization.

- a. If the owner of a vehicle to whom notice has been sent pursuant to [SMC 16A.07.060\(F\)\(2\)](#) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#) and may be immobilized by installing an immobilization device on the vehicle.
- b. The person installing the immobilization device shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
  - i. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty-five (45) days of their issuance,
  - ii. that release of the immobilization device may be obtained by paying the fines, fees and civil penalties due,
  - iii. that unless such payments are made within two (2) business days of the date of the notice, the vehicle will be impounded, and
  - iv. that it is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached.
- c. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by an immobilization device installed under the provisions of this section.
- d. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall pay all fines and fees then due, including but not limited to the amounts specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

Upon such payment, the vehicle shall be removed from the scofflaw list, and the immobilization device shall promptly be removed from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

#### 4. Impoundment.

- a. The following vehicles may be impounded:

- i. A vehicle that was issued eight (8) or more parking tickets that are unpaid forty-five (45) or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to [SMC 16A.07.060\(F\)](#) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#); or
  - ii. A vehicle that was immobilized pursuant to [SMC 16A.07.060\(D\)](#) and the vehicle's owner failed to pay all fines, fees, and administrative charges within two (2) business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under [SMC 16A.07.060\(F\)\(2\)\(c\)](#); or
- b. The uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075 shall be used when applicable.

If a vehicle has been impounded pursuant to [SMC 16A.07.060\(F\)\(4\)](#), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)); and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

## **16A.07.070 When a Vehicle Is Subject to Immediate Impoundment**

A vehicle may be subject to immediate impoundment under the following circumstances and if no reasonable alternative to impoundment exists:

- A. When the vehicle is obstructing or is likely to obstruct the normal flow of vehicular or pedestrian traffic. ([SMC 16A.05.240](#))
- B. When the vehicle blocks a fire hydrant or lane, constitutes a danger to travel, impedes safe passage, or poses a threat to public safety. ([SMC 16A.05.170](#), [SMC 16A.05.180](#), [SMC 16A.05.240](#), [SMC 16A.05.370](#))
- C. When a vehicle with an expired registration of more than forty-five days is parked on a public street. (RCW 46.16A.030(7))
- D. When the vehicle is illegally occupying a zone or parking space where, by order of the Parking Manager or Chief of Police or Fire or their designees, parking is limited to pre-



authorized vehicles, designated classes of vehicles, or is prohibited during certain hours, on designated days or at all times, if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones or parking space(s). ([SMC 16A.05.050](#), [SMC 16A.05.060](#), [SMC 16A.05.330](#), [SMC 16A.05.340](#), [SMC 16A.05.350](#), [SMC 16A.05.410](#), [SMC 16A.05.450](#), [SMC 16A.05.460](#))

- E. When the vehicle is impeding snow removal or other street needs after notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood. ([SMC 16A.61.564](#))
- F. Whenever a vehicle without a special license plate, placard, or decal indicating that the vehicle is being used to transport a person with disabilities under RCW 46.19.010 is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581 which space is provided on private property without charge or on public property.

#### **16A.07.080                      When a Vehicle May Be Impounded After Notice**

A vehicle not subject to impoundment under [SMC 16A.07.070](#) may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of twenty-four (24) hours prior to such impoundment, for the following reasons:

- A. When the vehicle has been parked for a continuous twenty-four (24) hour period on any one block face within any Paid Parking Zone. ([SMC 16A.05.310\(C\)](#))
- B. When the vehicle has been parked for a continuous seventy-two (72) hour period on any one block face within any area not inclusive of the Paid Parking Zone. ([SMC 16A.05.310\(A\)](#))
- C. When the non-passenger vehicle has been parked for a continuous twenty-four (24) hour period on any one block face not inclusive of the Paid Parking Zone. ([SMC 16A.05.310\(B\)](#))
- D. When the vehicle is a “junk vehicle” as defined in [SMC 10.16.010\(F\)](#) and is parked on a street, alley, or way open to the public, or on City or other public property. ([SMC 16A.05.220](#))

**Section 13.** That there is adopted a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code to read as follows:

#### **16A.04.100                      Definitions**

- A. Alley.



A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)

B. Block Face.

One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.

C. City Street or Street.

Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)

D. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)

E. Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

F. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

G. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).

H. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

I. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

J. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle ([SMC 16A.04.100\(R\)](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

K. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

L. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

M. Parking Holidays.

Except for metered spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day – Third Monday in February, Memorial Day, Independence Day – July 4th, Labor Day, Indigenous Peoples' Day – Second Monday in October, Veteran's Day – November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

N. Parking Manager.

The Director of Development Services Center, Code Enforcement and Parking Services or their designee.

O. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

P. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

Q. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

R. Passenger Vehicle.

Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

S. Public Right-of-Way

A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

T. Residential Parking Permit Definitions

For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:

1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to [SMC 16A.50.300](#).
2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.
3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.
4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.

U. Retail Zone of the Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

V. Roadway.

Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)

W. Safety Zone.

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)

X. Stand or Standing.

The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)

Y. Stop or Stopping.

Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)

Z. Taxicab, Cab, or Taxi

A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;
2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);
3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.

AA. Vehicle.

A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:

1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;
2. A bicycle and a motorized foot scooter;
3. An electric personal assistive mobility device and a motorized foot scooter; and,
4. A golf cart.

**Section 14.** That SMC section 16A.04.010 entitled “Congested District” is repealed.

**Section 15.** That SMC section 16A.04.020 entitled “Congested District – Retail Zone” is repealed.

**Section 16.** That SMC section 16A.04.030 entitled “Multi-Space Parking Meter” is repealed.

**Section 17.** That SMC section 16A.04.040 entitled “Parking Meter” is repealed.

**Section 18.** That SMC section 16A.04.050 entitled “Parking Space Marker” is repealed.

**Section 19.** That SMC section 16A.04.055 entitled “Passenger Vehicle” is repealed.

**Section 20.** That SMC section 16A.04.060 entitled “Pay By Phone” is repealed.

**Section 21.** That SMC section 16A.04.070 entitled “Single Space Parking Meter” is repealed.

**Section 22.** That SMC section 16A.04.080 entitled “Space Number Sign” is repealed.

**Section 23.** That SMC section 16A.61.381 entitled “Special Parking for Persons with Disabilities” is repealed.

**Section 24.** That SMC section 16A.61.560 entitled “Stopping, Standing, or Parking Outside Businesses or Residence Districts” is repealed.

**Section 25.** That SMC section 16A.61.561 entitled “Parking Time Limited and Regulated” is repealed.

**Section 26.** That SMC section 16A.61.562 entitled “Parking Non passenger and Commercial Vehicles in Residential Zones” is repealed.

**Section 27.** That SMC section 16A.61.563 entitled “Parking in Alley Regulated” is repealed.

**Section 28.** That SMC section 16A.61.565 entitled “Parking in Manner as to Obstruct Traffic” is repealed.

**Section 29.** That SMC section 16A.61.566 entitled “Standing at Angle to Curb and Backing to Curb Regulated” is repealed.

**Section 30.** That SMC section 16A.61.5701 entitled “Establishment of Special Parking Zones” is repealed.

**Section 31.** That SMC section 16A.61.5702 entitled “Taxicab Zones” is repealed.

**Section 32.** That SMC section 16A.61.5704 entitled “Use of Passenger Zones” is repealed.

**Section 33.** That SMC section 16A.61.5705 entitled “Taxicab and Buses to Park Only in Designated Stands – Rights of Other Vehicles in Zones” is repealed.

**Section 34.** That SMC section 16A.61.5706 entitled “No Parking in Fire Lane” is repealed.

**Section 35.** That SMC section 16A.61.5707 entitled “Police Vehicles Only” is repealed.

**Section 36.** That SMC section 16A.61.5708 entitled “Residential Area Parking Passes” is repealed.

**Section 37.** That SMC section 16A.61.575 entitled “Additional Parking Regulations” is repealed.

**Section 38.** That SMC section 16A.61.577 entitled “Impoundment of Unauthorized Vehicles on Public Property” is repealed.

**Section 39.** That SMC section 16A.61.581 entitled “Indication of Parking Space for Disabled Persons – Failure, Penalty” is repealed.

**Section 40.** That SMC section 16A.61.582 entitled “Free Parking by Disabled Persons” is repealed.

**Section 41.** That SMC section 16A.61.583 entitled “Special Plate or Card Issued by Another Jurisdiction” is repealed.

**Section 42.** That SMC section 16A.61.589 entitled “Appointment of Registered Disposers” is repealed.

**Section 43.** That SMC section 16A.61.590 entitled “Unattended Motor Vehicle – Removal from Highway” is repealed.

**Section 44.** That SMC section 16A.61.5902 entitled “Parking Meter Area Map” is repealed.

**Section 45.** That SMC section 16A.61.5903 entitled “Entertainment Parking District ” is repealed.

**Section 46.** That SMC section 16A.61.5904 entitled “Installation of Parking Meters” is repealed.

**Section 47.** That SMC section 16A.61.5906 entitled “Parking Spaces Marked – Must Park in Stalls” is repealed.

**Section 48.** That SMC section 16A.61.5908 entitled “Method of Parking” is repealed.

**Section 49.** That SMC section 16A.61.5910 entitled “Parking Time Limit – Deposit of Coins – Maximum Parking Time – Certain Holidays Excepted – Parking Permit” is repealed.

**Section 50.** That SMC section 16A.61.5914 entitled “Feeding Meter Beyond Maximum Parking Time” is repealed.

**Section 51.** That SMC section 16A.61.5916 entitled “Unlawful to Park Against Meter Indication” is repealed.

**Section 52.** That SMC section 16A.61.5918 entitled “Must Use Lawful Coins” is repealed.

**Section 53.** That SMC section 16A.61.5921 entitled “No Parking at Metered Spaces with a Hooded Meter or Space Number” is repealed.

**Section 54.** That SMC section 16A.61.5922 entitled “Penalties” is repealed.

**Section 55.** That SMC section 16A.61.5924 entitled “Failure to Comply with Notice of Violation” is repealed.

**Section 56.** That SMC section 16A.61.790 entitled “Vehicle Immobilization and Impoundment” is repealed.

**Section 57.** Effective Date. This ordinance shall take effect and be in force on June 28, 2021.



City of Spokane Parking Fee Schedule

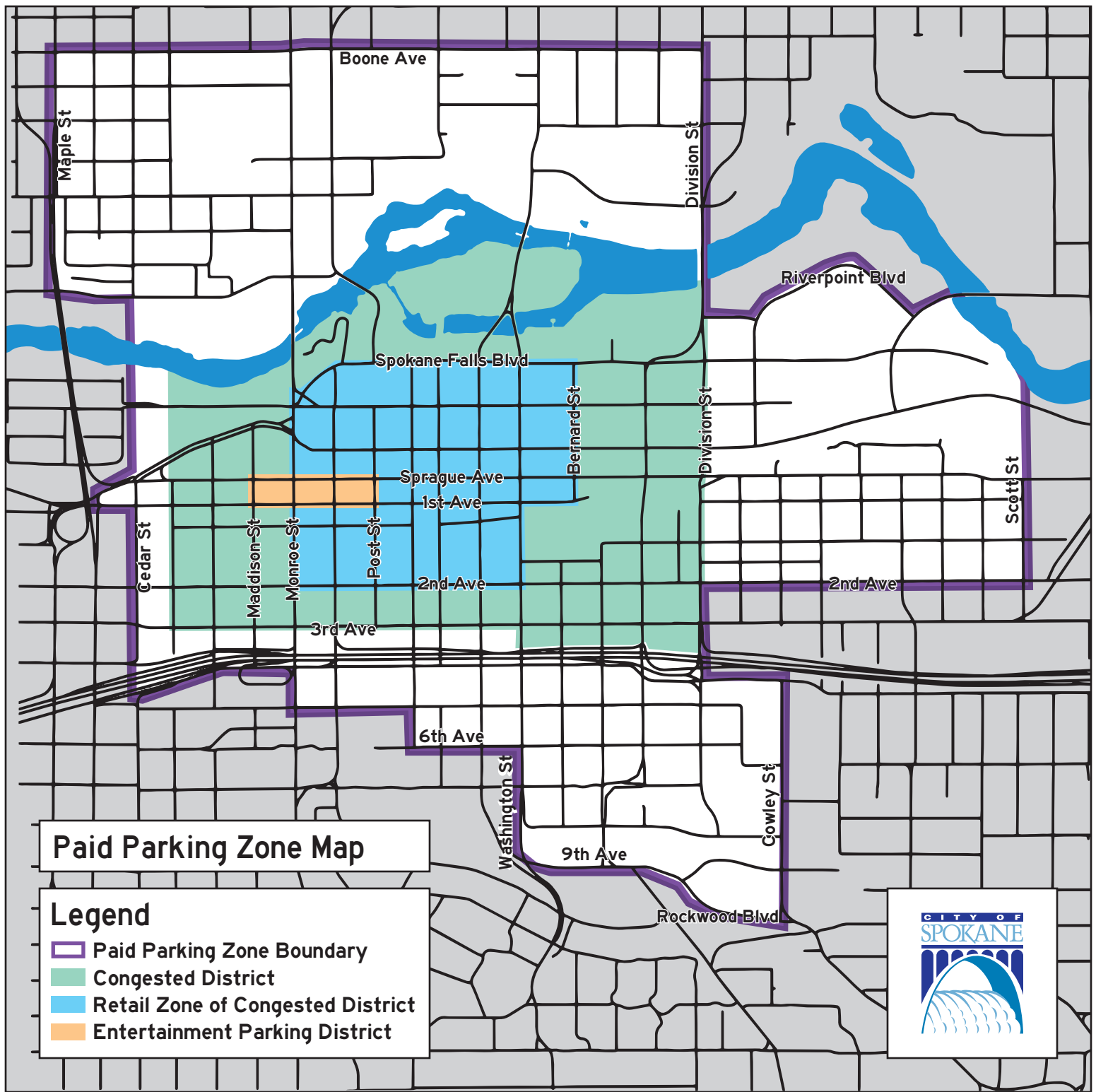
FY 2021

On-Street Paid Parking Zone Rates		
Minimum Hourly Rate	Maximum Hourly Rate	Current rates by zone can be found at <a href="https://my.spokanecity.org/parking/">https://my.spokanecity.org/parking/</a>
\$0.50	\$3.00	
Removal of Parking Payment Device(s)		
Fee charged a contractor for removal and reinstallation of a parking payment device to accommodate construction work		\$60.00 per single space meter \$120.00 per dual space meter \$500.00 per pay station
Delinquent Violations		
The additional penalty for failure to respond to a notice of traffic violation or parking infraction is \$25.00.		
Towing and Impound		
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.		
Junk Vehicle Affidavit		
Junk vehicle affidavit (AKA hulk slip)		\$0.00
Administrative Fees		
Fee per vehicle added to the Scofflaw List		\$25.00
Immobilization		\$50.00
Permits		
Commercial Loading Zone Permit – Annual		\$100.00
Commercial Loading Zone Permit – Single Day		\$15.00
Service Permit		Month - \$50.00 Quarter - \$150.00 Annual - \$600.00
Entertainment Event Exemption Permit		\$15.00 + Paid Parking Zone rate per hour, per space for each event
Temporary No Parking Zone		\$15.00 per day + cost of lost paid parking revenue per space per day
Temporary No Parking Zone Permit		\$8.00 per vehicle per day
Downtown Residential Parking District Permit		\$25.00 per month
Special Loading Zone – Commercial		Day - \$15.00 Month - \$125.00 Quarter - \$350.00
Special Loading Zone – News Media		Annual - \$1,000.00 for 1 <sup>st</sup> permit; \$500.00 for each additional permit
Special Loading Zone – Charitable Nonprofit		Month - \$60.00, maximum 2 permits
Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Advertising or For Sale	16A.05.010	\$45.00
Alley – Loading – Active Loading / 30 Min Max	16A.05.020(A)	\$45.00
Alley – Loading – Restricting Free Passage	16A.05.020(B)	\$65.00
Angle Parking / Backed to Curb	16A.05.030	\$45.00
Bicycle Lane – No Stopping/Standing/Parking	16A.05.040	\$65.00
Bus Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.050	\$45.00

<b>Motor Vehicle Violations</b>		
<b>Violation</b>	<b>Spokane Municipal Code Reference</b>	<b>Initial Fine</b>
Commercial Loading Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.060(A)	\$45.00
Commercial Loading Zone – No Stopping/Standing/Parking Active Loading 30 Min Max	16A.05.060(B)	\$45.00
Crosswalk – Approach - No Standing/Parking Within 20'	16A.05.070	\$45.00
Crosswalk – On - No Stopping/Standing/Parking	16A.05.080	\$65.00
Disabled Parking – Over 4Hr Time Limit At Expired Meter	16A.05.090(A)(2)	\$30.00
Disabled Parking – Unauthorized Use Placard/Plate	16A.05.110(A)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Park In/Block/Make Inaccessible Access Aisle or Space	16A.05.110(B)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – No Placard/Plate	16A.05.110(C)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Fail to Fully Display Placard/Plate	16A.05.110(D)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Divided Highway - No Stopping/Standing/Parking Between Roadways	16A.05.130	\$45.00
Double Parking - No Stopping/Standing/Parking	16A.05.140	\$65.00
Driveway or Alley Entrance - No Standing/Parking Within 5'	16A.05.150	\$45.00
Excavation or Obstruction - No Stopping/Standing/Parking	16A.05.160	\$45.00
Fire Hydrant - No Standing/Parking Within 15'	16A.05.170	\$65.00
Fire Lane - No Stopping/Standing/Parking	16A.05.180	\$65.00
Fire Station - No Standing/Parking Within 20' of Entrance/Opposite Side of Street Within 75' of Entrance	16A.05.190	\$45.00
Flashing Signal – Approach - No Standing/Parking Within 30'	16A.05.200	\$45.00
Intersection - No Stopping/Standing/Parking	16A.05.210	\$65.00
Junk Vehicle - No Parking	16A.05.220	\$45.00
Motorcycle or Scooter - No Stopping/Standing/Parking Except Motorcycle or Scooter	16A.05.230(A)	\$45.00
Motorcycle or Scooter – Must Park Within Stalls and Be Secured from Tipping	16A.05.230(B)	\$45.00
Obstructing Traffic - No Stopping/Standing/Parking	16A.05.240	\$65.00
Paid Parking Zone – Illegal Use of Parking Payment Device	16A.05.250	\$30.00
Paid Parking Zone – Obstruction of Paid Parking Device	16A.05.260	\$30.00
Paid Parking Zone – Parking Payment Device Indicates No Stopping/Standing/Parking	16A.05.270	\$30.00
Paid Parking Zone – Valid Payment Required	16A.05.280(A)(1)	\$30.00
Paid Parking Zone – Required Information Incorrect	16A.05.280(A)(2)	\$30.00
Paid Parking Zone – Payment Not Made Immediately	16A.05.280(A)(3)	\$30.00
Parallel Parking – Wheels Parallel and Within 12" of the Curb	16A.05.290(A)	\$45.00

<b>Motor Vehicle Violations</b>		
<b>Violation</b>	<b>Spokane Municipal Code Reference</b>	<b>Initial Fine</b>
Parallel Parking – No stopping/Standing/Parking Against Authorized Traffic Movement	16A.05.290(B)	\$45.00
Parking Stalls - No Stopping/Standing/Parking – Across Lines/Markings	16A.05.300	\$45.00
Parking Time Limited – Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 72 Hrs	16A.05.310(A)	\$45.00
Parking Time Limited – Non-Passenger Vehicle Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs Loading	16A.05.310(B)	\$45.00
Parking Time Limited – Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs	16A.05.310(C)	\$45.00
Parking Time Limited – Posted Sign/Payment Device	16A.05.310(D)	\$45.00
Parking Time Limited – No Re-Parking on Same Block Face Where Time Limit is Greater Than 30 Minutes	16A.05.310(D)(1)	\$45.00
Pedestrian Buffer Strip - No Stopping/Standing/Parking	16A.05.320	\$45.00
Permit Zones - No Stopping/Standing/Parking – No Permit	16A.05.330(A)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Permit Does Not Match Vehicle	16A.05.330(B)(1)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Outside Zone	16A.05.330(B)(2)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Beyond Time Limit	16A.05.330(B)(3)	\$45.00
Police Vehicles Only – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.340	\$65.00
Posted Signs - No Stopping/Standing/Parking – Signs Prohibit	16A.05.350(A)	\$45.00
Posted Signs - No Standing/Parking – Signs Prohibit	16A.05.350(B)	\$45.00
Posted Signs - No Parking – Signs Prohibit	16A.05.350(C)	\$45.00
Public Safety Hazard – No Stopping/Standing/Parking	16A.05.370	\$65.00
Railroad Tracks - On - No Stopping/Standing/Parking	16A.05.380	\$65.00
Railroad Tracks – Loading - No Parking Within 50’	16A.05.390	\$45.00
Reserve a Portion of the Highway – Unlawful	16A.05.400	\$45.00
Safety Zone - No Stopping/Standing/Parking	16A.05.410	\$65.00
Sidewalk – On or Over - No Stopping/Standing/Parking	16A.05.420	\$65.00
Spokane International Airport – No Standing/Parking	16A.05.430	\$45.00
Stop Sign – Approach - No Standing/Parking Within 30’	16A.05.440	\$45.00
Taxicab Zones – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.450	\$45.00
Temporary No Parking Zone - No Stopping/Standing/Parking	16A.05.460(A)	\$100.00
Traffic Control Signal – Approach - No Standing/Parking Within 30’	16A.05.470	\$45.00
Vehicle Repairs - No Standing/Parking	16A.05.480	\$45.00
Yield Sign – Approach - No Standing/Parking Within 30’	16A.05.490	\$45.00
Snow Removal – No Stopping/Standing/Parking After Notice	16A.61.564(A)	\$45.00
Street Needs – No Stopping/Standing/Parking After Notice	16A.61.564(B)	\$45.00
Moving Vehicle of Another – Unlawful	16A.61.570	\$45.00

<b>Motor Vehicle Violations</b>		
<b>Violation</b>	<b>Spokane Municipal Code Reference</b>	<b>Initial Fine</b>
Special Loading Zone – Exceeding Time Limit	16A.61.5703(B)	\$45.00
Special Loading Zone – EPD Exceeding Time Limit	16A.61.5703(C)	\$45.00
Special Loading Zone – Unauthorized Vehicle Parked in SLZ	16A.61.5703(E)	\$45.00
Ski Jogging – Unlawful	16A.61.663	\$45.00
Sidewalk Riding and Parking Regulated – Unauthorized Bicycle or Non-Motorized Vehicle Upon Sidewalk	16A.61.787(A)	\$45.00
Sidewalk Riding and Parking Regulated – Failure to Yield to Pedestrians	16A.61.787(B)	\$45.00
Sidewalk Riding and Parking Regulated – Speeding	16A.61.787(C)	\$45.00
Sidewalk Riding and Parking Regulated – Obstruction	16A.61.787(D)	\$45.00



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

05/17/2021

**Date Rec'd**

5/5/2021

**Clerk's File #**

ORD C36050

**Renews #****Submitting Dept**DSC, CODE ENFORCEMENT &  
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

**Project #****Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

4700 – STREET VACATION OF SCENIC BLVD BETWEEN 27TH AVE AND 29TH AVE

**Agenda Wording**

Vacation of Scenic Blvd between 27th Ave and 29th Ave, as requested by Dave Dupree.

**Summary (Background)**

At its legislative session held on April 12, 2021 the City Council set a hearing on the above vacation for May 17, 2021. Staff has solicited responses from all concerned parties.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Revenue \$ 14,009.39

# 3200 49199 99999 39510

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

PIES 3/08/2021

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

edjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

ebrown@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

**Purchasing**

mvanderkamp@spokanecity.org

City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36050

An ordinance vacating Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> Avenue and more particularly described below,

WHEREAS, a petition for the vacation of Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> Avenue and more particularly described below has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Scenic Boulevard between 27<sup>th</sup> Avenue and 29<sup>th</sup> Avenue and more particularly described below is hereby vacated. Parcel number not assigned.

Streets and Public Alleys to be vacated in the Plat of East Stirling Heights, as recorded in Volume "M" of Plats, Page 9, and the Plat of Resurvey of Block 21 of East Stirling Heights, as recorded in Volume "N" of Plats, Page 9, records of Spokane County, lying within the Southwest Quarter of the Southeast Quarter of Section 26, Township 25 North, Range 42 East, W.M., being more particularly described as follows:

All of 29th Avenue lying Easterly of the Easterly right of way line of H Street and Westerly of Scenic Boulevard;

Also, Scenic Boulevard lying Northerly of the South line of the Southeast Quarter of said Section 26, and Southerly of a line between the Northeast corner of Lot 9, Block 11 of said East Stirling Heights, and the most Northerly corner of Lot 14, Block 21 of said East Stirling Heights.

Also, that 10.00 foot wide public alley lying between Lots 23 and 24 of Block 21 of said Resurvey of Block 21 of East Stirling Heights;

Also, that 10.00 foot wide public alley lying between Lot 19, Block 21 of said East Stirling Heights, and Lot 20, Block 21 of said Resurvey of Block 21 of East Stirling Heights.

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

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

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

Approved as to Form:

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

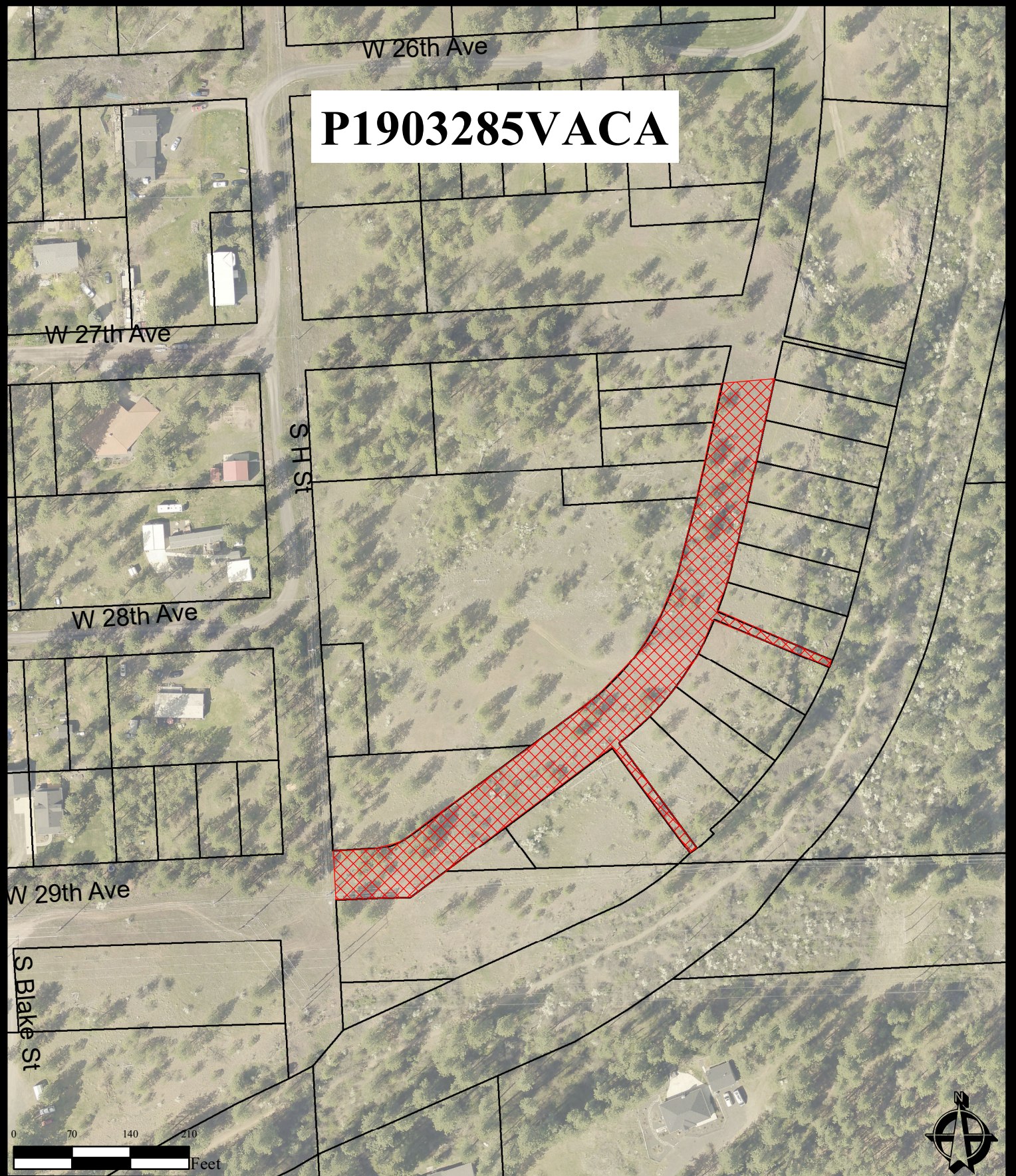
\_\_\_\_\_  
Mayor

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

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



**P1903285VACA**



**Right-of-way Description:**  
Scenic Blvd south of a line drawn between the SW corner of Lot 8, Block 11 and the SW corner of Lot 13, Block 21 of the Plat of Stirling Heights, to the east line of H St. together with the 10' strips of RW between Scenic Blvd RW and the W.W.P. COS-Medical Lake RW (Now abandoned) that are directly adjacent to Lots 19, 20, 23, and 24 of Block 21.

**Legend**

 **Proposed Vacation**

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





## CITY OF SPOKANE DEVELOPMENT SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

### STREET VACATION REPORT March 17, 2021

**LOCATION:** Scenic Blvd between 27<sup>th</sup> and 29<sup>th</sup>.

**PROPONENT:** Dave Dupree

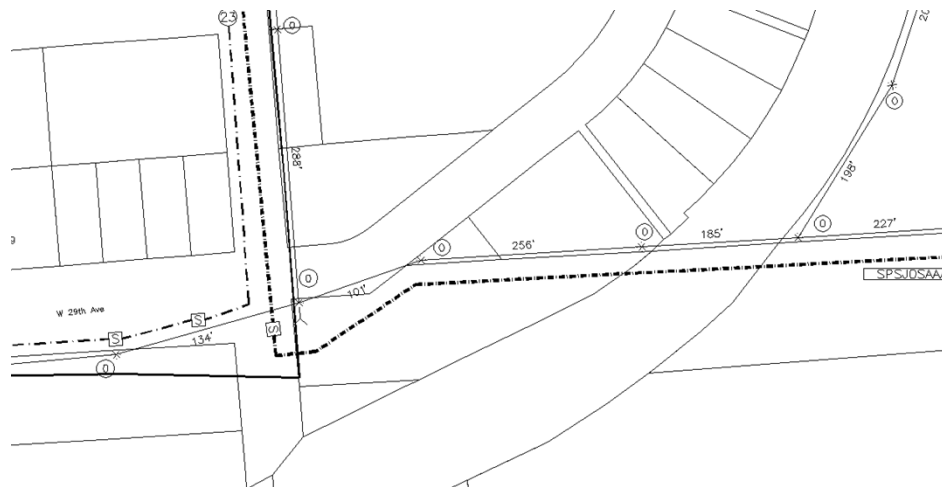
**PURPOSE:** Consolidate property to build a home

**HEARING:** May 17, 2021

**REPORTS:**

**AVISTA UTILITIES** – No concerns

**COMCAST** – Comcast has reviewed the vacation request. Enclosed is a map showing our Cable in this area. We would need to keep this easement for our plant, unless they pay us to relocate.



**LIGHT SPEED NETWORKS** – LS Networks does not have any facilities in the area.

**CENTURYLINK** – CenturyLink doesn't have any objections to the proposed vacation of Scenic Blvd.

**ZAYO COMMUNICATIONS** – Zayo has no comments and or objection to the requested ROW vacation.

**VERIZON** – Verizon/XO Communications do not have facilities in this area.

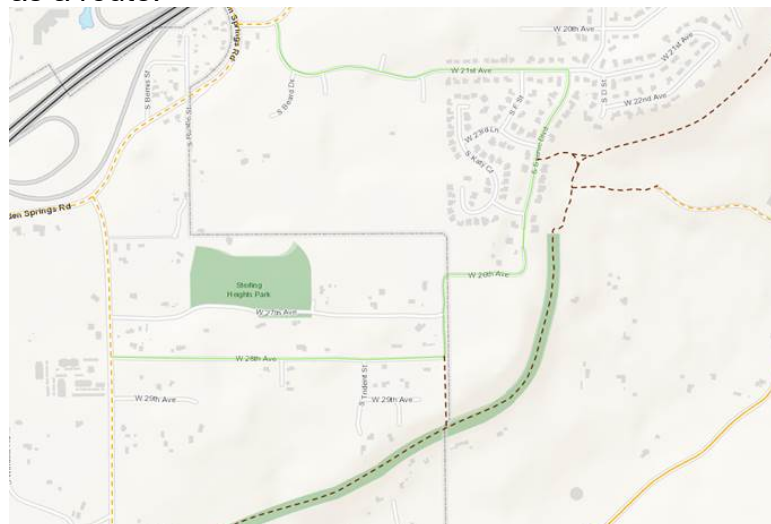
**CAPITAL PROGRAMS** – The vacation of this section of Scenic Boulevard will result in land-locked parcels. These should be combined with other parcels prior to finalizing the vacation.

The vacation will eliminate legal public access to the Trolley Trail (two 10' sections of ROW), but these are narrow and a low cliff impedes access to the trail. City engineering and parks staff should work to establish a better access point to the trail between 27<sup>th</sup> and 25<sup>th</sup> Avenues if the cliff-front parcels are subdivided.

The area is already platted with small lots that would allow development at densities similar to the subdivisions to the north. The current layout of ROWs for 25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, H Street and Scenic Blvd is consistent with city engineering standards for connectivity.

The Grandview-Thorpe Neighborhood currently has only one entrance/exit to this area via 17<sup>th</sup> Avenue for over 250 homes. For public safety purposes it is very important to extend Scenic Blvd south from its current dead-end and provide a route back to Assembly Road via 27<sup>th</sup> and 28<sup>th</sup> Avenue. This route can be established without the section of Scenic Blvd that is requested for vacation. But it is critical to maintain the other rights-of-way in the area to provide both transportation and utility connections to undeveloped parcels.

The Bicycle Master Plan does not identify this section of Scenic Blvd as a route.



**FIRE DEPARTMENT** - No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**DEVELOPER SERVICES – PLANNING** – All parcels will be required to be aggregated through a Boundary Line Adjustment if the vacation is approved. Parcels cannot be landlocked.

**POLICE DEPARTMENT** – No issues from our end

**SOLID WASTE MANAGEMENT** – No concerns from Solid Waste

**STREET DEPARTMENT** – The documents have been reviewed and the Street Department has no comments.

**WASTEWATER MANAGEMENT** – WWM has no assets in the proposed vacation area. Therefore we have no objection to the vacation provided onsite runoff is maintained and treated on site.

**WATER DEPARTMENT** – No comments

**BICYCLE ADVISORY BOARD** – No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. All parcels will be required to be aggregated through a Boundary Line Adjustment and no parcels can be land-locked.
2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$14,009.39 and is to be deposited to Budget Account #3200 49199 99999 39510.
3. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2022.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development



## Briefing Paper

### (Public Infrastructure, Environment and Sustainability Committee)

<b>Division &amp; Department:</b>	Developer Services Center
<b>Subject:</b>	Vacation of Scenic between 27 <sup>th</sup> & 29 <sup>th</sup>
<b>Date:</b>	March 8, 2021
<b>Contact (email &amp; phone):</b>	Eldon Brown (ebrown@spokanecity.org) 625-6305
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<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)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
<b>Background/History:</b> The property owner would like to vacate unused right-of-ways and consolidate property to build a single family home	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Selling this right-of-way to the applicant by vacation petition, if approved, would generate \$10,894.88</li> <li>Map of the proposal area attached</li> <li>Written narrative from applicant attached.</li> <li>No public or private utilities are located within this RW</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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: (revenue generating, match requirements, etc.) Revenue Generating	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	