

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 **June 7, 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 **187 377 0144** 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, June 7, 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, June 7, 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, JUNE 7, 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. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

### 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 from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

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. Thirty-six-month Leases with Enterprise Fleet Management (Spokane) for five Hyundai Kona Electric Vehicles using Sourcewell Contract #060618-EFM—\$611.38 per vehicle per month. Total Lease Amount: \$110,048.40. (Deferred from May 24, 2021, Agenda) (Council Sponsor: Council Member Stratton)<br><b>David Paine</b> | Approve | OPR 2021-0269                |
| 2. Five-year Value Blanket with Consolidated Supply (Spokane, WA) for purchase of imported and domestic butterfly valves on an as-needed basis—estimated annual cost \$300,000 (incl. tax).<br><b>Loren Searl</b>   | Approve | OPR 2021-0358<br>BID 5423-21 |
| 3. Low Bid of Shamrock Paving Inc. (Spokane, WA) for Water Yards East Parking Upgrade—\$700,139.80 (plus tax). An administrative reserve of \$70,013.98 (plus tax), which is 10% of the contract amount, will be set aside. (Logan Neighborhood) (Relates to ORD C36059)<br><b>Steve Burns</b>                              | Approve | OPR 2021-0359<br>ENG 2021072 |

- |     |  |                                    |                              |
|-----|--|------------------------------------|------------------------------|
| 4.  | Contract Amendment with Van Ness Feldman, LLP, (Seattle, WA) requesting an additional—\$30,000. Total contract amount including this amendment: \$132,000.<br><b>Elizabeth Schoedel</b>  | Approve                            | OPR 2010-0525                |
| 5.  | 90-day Property Lease Extension for Envision Spokane from June 1, 2021, through August 31, 2021, with an option to terminate early—\$48,960.<br><b>Dave Steele</b>   | Approve                            | OPR 2018-0628                |
| 6.  | Master Site Agreement with Avista that sets the cost sharing structure and responsibilities for installation, maintenance, and repair of charging equipment in partnership with the City.<br><b>Dave Steele</b>  | Approve                            | OPR 2021-0360                |
| 7.  | Interlocal Cooperation Agreement with Spokane County allowing them to utilize PMWeb, the City's Software as a Service solution, for Capital Project Management from January 1, 2021, through December 31, 2023—estimated 2021 revenue \$69,339.56.<br><b>Kyle Twohig</b>             | Approve                            | OPR 2021-0361<br>ENG 2019139 |
| 8.  | Contract Extension with PMTech, Inc. dba PMWeb, Inc., (Wakefield, MA) for continued professional services of the Capital Project Management Software from July 1, 2021, through June 30, 2023—\$100,000 annually and 10% administrative reserve for each year.<br><b>Kyle Twohig</b> | Approve                            | OPR 2019-0457<br>ENG 2019139 |
| 9.  | Consulting Contract with Osborn Consulting Engineers to perform the analysis and design for the stormwater separation of I-90 between Hamilton and Havana—\$250,000 (fully funded through an Ecology stormwater grant).<br><b>Mark Papich</b>  | Approve                            | OPR 2021-0362<br>BID 5360-21 |
| 10. | Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments |                              |
| a.  | 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 \$_____.                             |                                    | CPR 2021-0002                |
| b.  | Payroll claims of previously approved obligations through_____, 2021: \$_____.   |                                    | CPR 2021-0003                |
| 11. | City Council Meeting Minutes: _____, 2021.   | Approve<br>All                     | CPR 2021-0013                |

## **EXECUTIVE SESSION**

(Closed Session of Council)

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

---

## **CITY COUNCIL SESSION**

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

(Council Briefing Center)

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

---

## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

---

## **COUNCIL COMMITTEE REPORTS**

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

---

## **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 C36053** Combined Communication Center Fund  
FROM: Contractual Services, \$122,691;  
TO: Various accounts, same amount.

(This action allows the addition of three additional Civilian Full Time Employees, all Fire Communication Specialists, to support FireComm and the Spokane Fire Department's 911 and incident volume.) (Council Sponsor: Council President Beggs)

**Michelle Hughes**

**ORD C36054** General Fund  
FROM: Unappropriated Reserves, \$220,000;  
TO: Operating Transfers-Out, same amount.

and

Parks and Recreation Fund  
FROM: Operating Transfers-In – General Fund, \$220,000;  
TO: Reserve for Budget Adjustment, same amount.

(This action allows Parks and Recreation to support the 2021 aquatics season.) (Council Sponsor: Council Member Wilkerson)

**Paul Ingiosi**

**ORD C36055** General Fund  
FROM: Unappropriated Reserves, \$160,000;  
TO: Operating Transfers-Out – Park Reserve, same amount.

and

Park Cumulative Reserve Fund  
FROM: Operating Transfers-In – General Fund, \$160,000;  
TO: Reserve for Capital Outlay, same amount.

(This action allows for new playground equipment at Cannon Park and Logan Peace Park ahead of the 2023-2026 construction window.) (Council Sponsor: Council Member Wilkerson)

**Paul Ingiosi**

- ORD C36056**      **General Fund**  
**FROM:** Unappropriated Reserves, \$115,000;  
**TO:**     Police – Other Improvements, same amount.
- (This action allows for refurbishing the training range at the Spokane Police Academy.) (Council Sponsor: Council Member Wilkerson)  
**Paul Ingiosi**
- ORD C36057**      **General Fund**  
**FROM:** Unappropriated Reserves, \$1,100,000;  
**TO:**     Human Services - Contractual Services, same amount.
- (This action establishes budget authority for building improvements and the operation of the Cannon Street shelter.) (Council Sponsor: Council Member Wilkerson)  
**Tonya Wallace**
- ORD C36058**      **General Fund**  
**FROM:** Operating Transfer In, \$14,592;  
**TO:**     Software Maintenance, same amount.
- and
- Fleet Services Fund**  
**FROM:** Assistance Director Fleet Services, \$14,592;  
**TO:**     Operating Transfer Out, same amount.
- (This action allows for the addition of a debt service leasing module to Sympro to track vehicle leases 50% of which will be funded by Fleet.) (Council Sponsor: Council Member Wilkerson)  
**Tonya Wallace**
- ORD C36059**      **Water & Hydroelectric Services Fund**  
**FROM:** Unappropriated Reserves, \$1,172,000;  
**TO:**     Construction of FA, same amount.
- (This action allows for construction of a replacement employee parking lot, following the sale of the “triangle property” at the northeast corner of North Foothills and Nevada.) (Council Sponsor: Council President Beggs) (Relates to Consent Agenda Item #3)  
**Stephen Burns**

## **EMERGENCY ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36060**      **Relating to the rates of Water services, amending SMC Sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026, and 13.04.2028 of chapter 13.04, declaring an emergency and setting an effective date.**  
**Steve Burns**

**RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0029 Approving the Plan Commission's 2021 Work Program. (Deferred from April 26, 2021, Agenda) (Council Sponsor: Council Member Kinnear)  
**Louis Meuler**
- RES 2021-0036 Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044. (Deferred from April 26, 2021) (Council Sponsor: Council Member Kinnear)  
**Eldon Brown**
- RES 2021-0037 Relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 and authorizing the amendment of the City's Retail Water Service Area map on file with Washington State Department of Health. (Deferred from April 26, 2021) (Council Sponsor: Council Member Kinnear)  
**Eldon Brown**
- RES 2021-0038 Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9207. (Deferred from April 26, 2021) (Council Sponsor: Council Member Kinnear)  
**Eldon Brown**
- RES 2021-0039 Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9021. (Deferred from April 26, 2021) (Council Sponsor: Council Member Kinnear)  
**Eldon Brown**
- RES 2021-0040 Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26133.0272. (Deferred from April 26, 2021) (Council Sponsor: Council Member Kinnear)  
**Eldon Brown**
- RES 2021-0042 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Parcel No. 25295.9050 comprising 4.46 acres of land at Spokane International Airport.  
**Terri Pfister**
- RES 2021-0043 Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Parcel No. 25335.9056 comprised of 20.00 acres of land at Spokane International Airport.  
**Terri Pfister**
- RES 2021-0044 Designating City of Spokane as "Hooptown USA".  
**Cendy Pfortmiller**
- RES 2021-0045 Establishing the framework, guiding principles, and timeline for the deployment of funds received from the federal American Rescue Plan Act.  
**Brian McClatchey**

- RES 2021-0046 Using power agreement financial benefits from the Waste to Energy Plant to plan for a transition to less carbon intensive waste management strategies.  
**Council President Beggs**
- RES 2021-0047 Setting a hearing before the City Council for June 28, 2021 regarding modification of the functions, activities and/or transportation programs and improvements of the Spokane Transportation Benefit District.  
**Shauna Harshman**

## FIRST READING ORDINANCES

- ORD C36061 Relating to the establishment of new special revenue reserve funds; adopting new sections SMC sections 7.08.155 and 7.08156 to Chapter 7.08 of the Spokane Municipal Code.  
**Michelle Hughes**
- ORD C36062 Changing the zone from CB-55 (Community Business with a 55' height limit) to GC-55 (General Commercial with a 55' height limit) for property located on the southeast corner of the intersection of Sprague Avenue and Havana Street. The parcel is commonly described as 4110 E. Sprague Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.  
**Melissa Owen**
- ORD C36063 Repealing the amusement device license fee; repealing chapter 08.12 of the Spokane Municipal Code; and requiring the refunding of such license fees paid in 2020 and 2021.  
**Brian McClatchey**

## FURTHER ACTION DEFERRED

## SPECIAL CONSIDERATIONS

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

### RECOMMENDATION

- |     |  |         |               |
|-----|--|---------|---------------|
| S1. | Request to add additional funds to the Value Blanket with Gunarama Wholesale, Inc. (Spokane) for the procurement of department issued handguns—\$15,000 increase. Value Blanket is currently in year 4 of 5-year contract. Total Allowable Annual Amount: \$64,000 per year. (Deferred from April 26, 2021, Agenda) (Council Sponsor: Council Member Kinnear)<br><b>Major Mike McNab</b> | Approve | OPR 2021-0254 |
|-----|--|---------|---------------|

## NO HEARINGS

**Motion to Approve Advance Agenda for June 7, 2021  
(per Council Rule 2.1.2)**

---

**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, June 7, 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 June 7, 2021, Regular Legislative Session of the City Council is adjourned to June 14, 2021.

---

**NOTES**

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

05/24/2021

**Date Rec'd**

4/15/2021

**Clerk's File #**

OPR 2021-0269

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

FLEET SERVICES

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

DAVID PAINE 625-6878

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

DPAINE@SPOKANECITY.ORG

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

Purchase w/o Contract

**Requisition #**

RE19834

**Agenda Item Name**

5100-LEASE OF 5 KONAS

**Agenda Wording**

The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA, using Sourcewell Contract#060618-EFM. Monthly lease amount is \$611.38 for each vehicle, for 36 months.

**Summary (Background)**

The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols. We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department. Funding for this is included in the Parking Meter Department budget.

Lease? YES

Grant related? NO

Public Works? NO

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

Expense \$ 110,048.40

# 5110-71700-94000-56413-99999

Select \$

#

Select \$

#

Select \$

#

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

PAINE, DAVID

**Study Session\Other**

4/12/21

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Karen Stratton

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA

**ACCOUNTING -  
LEASE**

BAIRD, CHRISTI

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Lease of 5 Hyundai Kona EVs
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History:  
 The Parking Meter Department would like to lease 5 Hyundai Kona Electric Vehicles from Enterprise Fleet Management, Spokane, WA. The lease would be done using Sourcewell Contract #060618-EFM. Monthly lease amount is \$611.38 for each vehicle. The lease is 36 months, for a total of \$110,048.40 for all five vehicles. The residual value of each vehicle at the end of the 36 months is \$16,046.28.

Executive Summary:

Impact

- The Hyundai Kona Electric Vehicles will replace vehicles that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Hyundai Kona Electric Vehicles can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols.

Action

- We recommend approval for the lease of 5 Hyundai Kona Electric Vehicles for the Parking Meter Department.

Funding

- Funding for this is included in the Parking Meter Department budget.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



# Memo

**To:** Spokane City Council Members

**From:** David Paine, Acting Fleet Director  
Nathan Groh, Fleet Project Employee

**Cc:** Tonya Wallace, CFO  
Kris Becker, Director of Development Services

**Date:** March 24, 2021

**Re:** Acquisition of Vehicles for Parking Enforcement

**Request:** Staff requests approval to lease five (5) 2021 new vehicles from Enterprise Fleet Management for a 3-year term, costing \$34,085 through \$37,980 annually, depending on make and model.

**Background:** The City's Parking Enforcement Department originally purchased the Go-4 vehicles from 2003 through 2011, at an average price of about \$24,000 each. Additionally, Parking Enforcement uses a 1997 Ford Escort for services. Parking staff recommends retiring the Go-4's and Ford Escort.

Staff considered two replacement options, as shown in the following tables:

## Total Annualized Cost of Parking Enforcement Vehicles \*

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$626	\$234
Maintenance	\$500	\$300
Total Annualized Cost	\$7,321	\$7,870
Costs per Mile**	\$0.81	\$0.87

\* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled. Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.

\* Assumes 9,000 miles per year.

\* Does not include cost of fueling infrastructure for the EV.

### Total Annualized Cost of Parking Enforcement Vehicles \*

Yr/Make/Model	2021 Toyota RAV4 Hybrid	2021 Hyundai Kona Electric
Vehicle Description	Conventional Hybrid SUV	Battery Electric SUV
Acquisition/Lease	\$6,195	\$7,336
Fuel/Electricity	\$487	\$182
Maintenance	\$400	\$200
Total Annualized Cost	\$7,082	\$7,718
Costs per Mile**	\$1.01	\$1.10

\* Does NOT include insurance costs, which could be considerably more for the electric vehicles due to the higher cost of replacement if totalled.  
 Research from 2015 by Nerdwallet found that premiums for EV's to be 21% higher.  
 \* Assumes 7,000 miles per year.  
 \* Does not include cost of fueling infrastructure for the EV.

The four Go-4s total annualized cost is shown below. They were used ~3,150 miles per year.

Yr/Make/Model	Westward Industries Go-4
Vehicle Description	3-Wheeled Vehicle
Acquisition/Lease	\$4,800
Fuel/Electricity	\$199
Maintenance	\$1,844
Total Annualized Cost	\$6,843
Costs per Mile**	\$2.17

The replacement option with the lowest annual cost is the 2021 Toyota RAV4 Hybrid. The replacement vehicle with the highest annual cost is the 2021 Hyundai Kona Electric. The annual cost difference between the two is either \$636 (at 7,000 miles per year) or \$549 (at 9,000 miles per year) per vehicle per year, or \$3,180 (at 7,000 miles per year) and \$2,745 (at 9,000 miles per year) for five vehicles. The reason the electric vehicle is more costly, from a total annual cost perspective, is because of the annual miles of ~7,000 – 9,000 miles per vehicle in which fuel cost for the hybrid is less than the higher acquisition cost of the electric vehicle at this time.

From a purely financial perspective, staff recommends leasing the 2021 Toyota RAV4 Hybrids, as they are the lowest cost and do not require additional charging infrastructure at the Parking Enforcement facility. The lease is limited to three (3) years but is flexible enough that it can be reconsidered annually. This would provide time for infrastructure to be installed and possibly for prices to be more favorable for electric vehicles.

However, the cost differential is not material and would offer the City an opportunity to “pilot” the electric vehicles for one-year before acquiring more EVs to replace the City’s fleet of passenger vehicles. The one-year pilot would help inform the City, from an operational perspective, on how best to proceed with the transformation of the fleet.

The new vehicles will be equipped with new License Plate Recognition equipment as part of the upgraded parking system software. If the City opted to lease and pilot the 2021 Hyundai Kona Electric vehicles, charging stations will be required at the Parking Enforcement facility located at 221 W. 1<sup>st</sup> Ave, Spokane, WA. Security fencing is highly recommended to ensure the City’s assets are properly protected from vandalism, theft, and tampering. Staff is actively working to draft a capital project plan for the security fencing and charging stations. In the interim, the vehicles will be charged at the Nelson Center after hours.

**Recommendation:** Staff recommends the approval of the lease agreement with Enterprise Fleet Management for the acquisition of five (5) Hyundai Kona EVs to replace the five older gasoline vehicles currently utilized by Parking Enforcement and to utilize the vehicles as part of a one-year operational pilot.

**Prepared For:** CITY OF SPOKANE  
Conley, Jason

**Date** 03/15/2021  
**AE/AM** J6H/CRB

**Unit #**

**Year** 2021 **Make** Hyundai **Model** Kona EV

**Series** SEL 4dr Front-wheel Drive

**Vehicle Order Type** Ordered **Term** 36 **State** WA **Customer#** 578823

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	
<b>Interior Color</b>	(0 I) Black w/Cloth Seat Trim
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 33,017.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>WA</u>
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 150.00 *	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 423.20 *	Tax on Incentive ( Taxable Incentive Total : \$4,600.00 )

\$ 33,017.00	Total Capitalized Amount (Delivered Price)
\$ 445.73	Depreciation Reserve @ <u>1.3500%</u>
\$ 114.14	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 559.87</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0  
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0 Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 51.51 Sales Tax 9.2000%

**State** WA

**\$ 611.38 Total Monthly Rental Including Additional Services**

\$ 16,970.72 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** CITY OF SPOKANE

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 150.00
Courtesy Delivery Fee	B	\$ 0.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 150.00

VEHICLE INFORMATION:

2021 Hyundai Kona EV SEL 4dr Front-wheel Drive - US

Series ID: Q04A2FEZ

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,432	\$37,390.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,185.00	\$1,185.00
<b>Total Price</b>	<b>\$37,617.00</b>	<b>\$38,575.00</b>

SELECTED COLOR:

Exterior:

-

Interior:

TRY-(0 I) Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
01	Option Group 01	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	7.981 Axle Ratio	STD	STD
STDEN	Engine: 150kW 201HP Electric	STD	STD
STDGV	GVWR: 4,762 lbs	STD	STD
STDRD	Radio: AM/FM/HD Radio/MP3/SiriusXM Audio System	STD	STD
STDST	Heated Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: Single-Speed Reduction Gear	STD	STD
STDTR	Tires: 215/55R17 Low Rolling Resistance	STD	STD
STDWL	Wheels: 17" x 7.0" Alloy	STD	STD
TRY_01	(0 I) Black w/Cloth Seat Trim	NC	NC
WARANT	Fleet Customer Limited Warranty	NC	NC

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote heated side-view door mirrors with turn signal indicator  
Spoiler: rear lip spoiler  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with body-coloured rub strip  
Front Bumper Insert: body-coloured front bumper insert  
Rear Bumper Insert: body-coloured rear bumper insert  
Body Material: fully galvanized steel body material  
Body Side Cladding: grey bodyside cladding  
Grille: body-coloured grille

### Convenience Features:

Air Conditioning: automatic air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Valet Key: valet function  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: Blue Link Connected Car Service (3-year complimentary subscription) emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Blue Link Connected Car Service (3-year complimentary subscription) internet access  
TV Tuner: Blue Link Guidance (3-year subscription) turn-by-turn navigation directions  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps  
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights  
Front Wipers: variable intermittent wipers  
Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster



Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital appearance  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Forward Collision Alert: forward collision  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Rear Vision Camera: rear vision camera  
Battery Warning: battery warning  
Key in Ignition Warning: key-in-ignition warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Front Heated Cushion: driver and passenger heated-cushions  
Front Heated Seatback: driver and passenger heated-seatbacks  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Height Adjustment: manual height-adjustable driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest with storage  
Rear Seat Type: rear 60-40 split-bench seat  
Rear Folding Position: rear seat fold-forward seatback  
Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

LeatherSteeringWheel: leather steering wheel

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Cover: rigid cargo cover

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Cargo Net: cargo net

Standard Engine:

Engine 201-hp, (electric)

Standard Transmission:

Transmission 1-speed automatic

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

06/07/2021

<b>Date Rec'd</b>	5/11/2021
<b>Clerk's File #</b>	OPR 2021-0358
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	5423-21
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES
<b>Contact Name/Phone</b>	LOREN SEARL 625-7851
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4100 - BUTTERFLY VALVE VALUE BLANKET

**Agenda Wording**

Five (5) year value blanket with Consolidated Supply (Spokane, WA) for purchase of imported and domestic butterfly valves on an as-needed basis. Annual spend is estimated at \$300,000.00 including tax.

**Summary (Background)**

Invitation for Bids #5423-21 opened for bidding on the City's electronic bidding portal on April 8, 2021 and bids were accepted until April 26, 2021. Two bids were received. Award is correspondingly recommended to Consolidated Supply as the low responsive, responsible bidder. Due to the long lead time on these products (6+ months), the resulting value blanket order will be valid for five years after Council approval with no renewal options.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 300,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4100-42440-94340-56595-99999

#

#

#

**Approvals**

<b><u>Dept Head</u></b>	BURNS, STEVE
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	PIES 5/24/2021
<b><u>Council Sponsor</u></b>	PRESIDENT BEGGS

**Distribution List**

sjohnson@spokanecity.org

**Additional Approvals**

**Purchasing** PRINCE, THEA

## Briefing Paper

### Public Infrastructure, Environment, & Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Butterfly Valves – Value Blanket Order
<b>Date:</b>	24 May 2021
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , 625-7851
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	These products have a lead time of six or more months and the existing value blanket expired in February. A new value blanket is needed to facilitate product orders ASAP.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This value blanket order will support the Water department's construction and maintenance seasons by facilitating the purchase of these products on an as-needed basis.
<b>Background/History:</b> Invitation for Bids #5423-21 opened for bidding on the City's electronic bidding portal on April 8, 2021 and bids were accepted until April 26, 2021. Two bids were received. Award is correspondingly recommended to Consolidated Supply as the low responsive, responsible bidder. Due to the long lead time on these products (6+ months), the resulting value blanket order will be valid for five years after Council approval with no renewal options.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Five-year value blanket with no renewal options</li> <li>• Annual spend estimated at \$300,000.00 including tax</li> <li>• ITB #5423-21 Butterfly Valves – Value Blanket</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	



## CITY OF SPOKANE - WATER &amp; HYDROELECTRIC SERVICES

914 E. North Foothills Drive  
Spokane, Washington 99207  
PHONE: 509.625.7800

# BID TABULATION

Bid Number	5423-21	Butterfly Valves - Value Blanket
Description		
	Consolidated Supply Co.	Core & Main
<b>Import - Class 150B</b>		
City #V5243-16 16" MJ x MJ Qty. 1	\$ 1,896.34	2,414.67
City #V5243-18 18" MJ x MJ Qty. 1	\$ 2,445.03	3,113.34
City #V5243-24 24" MJ x MJ Qty. 4	\$ 14,115.20	17,973.36
City #V5243-30 30" MJ x MJ Qty. 1	\$ 8,194.76	10,434.67
City #V5243-36 36" MJ x MJ Qty. 1	\$ 10,546.60	13,429.34
City #V5243-42 42" MJ x MJ Qty. 1	\$ 14,947.64	19,033.34
City #V5243-48 48" MJ x MJ Qty. 1	\$ 20,918.33	26,634.67
Subtotal	\$ 73,063.90	93,033.39
<b>Import - Class 250B</b>		
City #V5243-16 16" MJ x MJ Qty. 1	\$ 2,441.89	3,109.34

City #V5243-18 18" MJ x MJ Qty. 1	\$	3,159.16	\$	4,022.67
City #V5243-24 24" MJ x MJ Qty. 6	\$	26,802.12	\$	34,128.00
City #V5243-30 30" MJ x MJ Qty. 1	\$	9,469.11	\$	12,057.34
City #V5243-36 36" MJ x MJ Qty. 1	\$	11,832.46	\$	15,066.67
City #V5243-42 42" MJ x MJ Qty. 1	\$	16,291.10	\$	20,744.00
City #V5243-48 48" MJ x MJ Qty. 1	\$	23,370.68	\$	29,758.67
Subtotal	\$	93,366.52	\$	118,886.69
<b>Domestic - Class 150B</b>				
City #V5243-16-D 16" MJ x MJ - Domestic, Qty. 1	\$	4,637.70	\$	5,905.34
City #V5243-18-D 18" MJ x MJ - Domestic, Qty. 6	\$	34,982.22	\$	44,544.00
City #V5243-24-D 24" MJ x MJ - Domestic, Qty. 2	\$	15,767.40	\$	20,077.34
City #V5243-30-D 30" MJ x MJ - Domestic, Qty. 6	\$	80,783.22	\$	102,864.00
City #V5243-36-D 36" MJ x MJ - Domestic, Qty. 1	\$	20,670.16	\$	26,320.00
City #V5243-42-D 42" MJ x MJ - Domestic, Qty. 1	\$	26,722.51	\$	34,026.67
City #V5243-48-D 48" MJ x MJ - Domestic, Qty. 1	\$	34,707.85	\$	44,194.67
Subtotal	\$	218,271.06	\$	277,932.02
<b>Domestic - Class 250B</b>				
City #V5243-16-D 16" MJ x MJ - Domestic, Qty. 1	\$	4,950.79	\$	6,304.00
City #V5243-18-D 18" MJ x MJ - Domestic, Qty. 1	\$	6,170.68	\$	7,857.34

City #V5243-24-D 24" MJ x MJ - Domestic, Qty. 1	\$	8,474.35	\$	10,790.67
City #V5243-30-D 30" MJ x MJ - Domestic, Qty. 1	\$	14,927.75	\$	19,008.00
City #V5243-36-D 36" MJ x MJ - Domestic, Qty. 1	\$	22,216.75	\$	28,289.34
City #V5243-42-D 42" MJ x MJ - Domestic, Qty. 1	\$	28,537.18	\$	36,337.34
City #V5243-48-D 48" MJ x MJ - Domestic, Qty. 1	\$	37,078.53	\$	47,213.34
Subtotal	\$	122,356.03	\$	155,800.03
Bid Subtotal	\$	507,057.51	\$	645,652.13
Sales Tax (8.9%)	\$	45,128.12	\$	57,463.04
<b>Bid Total</b>	<b>\$</b>	<b>552,185.63</b>	<b>\$</b>	<b>703,115.17</b>

PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.  
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.



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

05/24/2021

**Date Rec'd**

5/12/2021

**Clerk's File #**

OPR 2021-0359

**Renews #****Cross Ref #****Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

STEVE BURNS 625-7840

**Project #**

2021072

**Contact E-Mail**

SBURNS@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

CR

**Agenda Item Name**

4100 - LOW BID AWARD - SHAMROCK PAVING INC.

**Agenda Wording**

Low Bid of Shamrock Paving Inc.,(Spokane, WA) for Water Yards East Parking Upgrade - \$700,139.80 plus tax. An administrative reserve of \$70,013.98 plus tax, which is 10% of the contract, will be set aside. (Logan Neighborhood Council)

**Summary (Background)**

On May 10, 2021 bids were opened for the above project. The low bid was from Shamrock Paving Inc. in the amount of \$700,139.80, which is \$137,154.20 or 16% under the Engineer's Estimate; one other bid were received as follows: Corridor Contractors, LLC - \$720,872.00.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ 700,139.80

# 0

Select \$

#

Select \$

#

Select \$

#

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

BURNS, STEVE

**Study Session\Other**

PIES 4-26-21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kgoodman@spokanecity.org

**Additional Approvals**

dbuller@spokanecity.org, dstuder@spokanecity.org

**Purchasing**

WAHL, CONNIE

aduffrey@spokanecity.org

publicworksaccounting@spokanecity.org

sburns@spokanecity.org





10378

009001	8021335 TOPSOIL FOR BIO-INFILTRATION SWALES, 18 INCH THICK INCL. SE SY Taxable	1,619.00 SY	\$32.00	\$51,808.00	\$29.00	\$46,951.00	\$50.00	\$80,950.00
009004	8021340 CONSTRUCT BIO-INFILTRATION SWALE SY Taxable	1,619.00 SY	\$22.00	\$35,618.00	\$16.00	\$25,904.00	\$3.00	\$4,857.00
009005	8021350 SWALE DRAIN PAD SY Taxable	8.00 EA	\$220.00	\$1,760.00	\$300.00	\$2,400.00	\$400.00	\$3,200.00
009016	8031000 IRRIGATION SYSTEM SF Taxable	1.00 LS	\$48,000.00	\$48,000.00	\$86,000.00	\$86,000.00	\$75,000.00	\$75,000.00
009033	8041000 CEMENT CONCRETE CURB LF Taxable	1,000.00 LF	\$40.00	\$40,000.00	\$25.00	\$25,000.00	\$19.00	\$19,000.00
009053	8061020 CEMENT CONCRETE DRIVEWAY TRANSITION SY Taxable	20.00 SY	\$75.00	\$1,500.00	\$75.00	\$1,500.00	\$100.00	\$2,000.00
009136	8141000 CEMENT CONCRETE SIDEWALK SY Taxable	260.00 SY	\$70.00	\$18,200.00	\$50.00	\$13,000.00	\$51.00	\$13,260.00
009327	8931000 ELECTRICAL SYSTEM LS Taxable	1.00 LS	\$98,500.00	\$98,500.00	\$100,000.00	\$100,000.00	\$95,590.00	\$95,590.00
009249	8221050 PAVEMENT MARKING - PAINT SF Taxable	2,500.00 SF	\$1.00	\$2,500.00	\$2.50	\$6,250.00	\$2.50	\$6,250.00
009251	8221070 WORD AND SYMBOL MARKINGS - PAINT EA Taxable	6.00 EA	\$250.00	\$1,500.00	\$60.00	\$360.00	\$65.00	\$390.00
Leveled Bid Total				\$837,294.00	\$700,139.80	\$720,872.00		

# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	Public Works, Water & Hydroelectric Services
<b>Subject:</b>	SBO – Water Hydroelectric Services Employee Parking Lot Build
<b>Date:</b>	April 19, 2021
<b>Author (email &amp; phone):</b>	Stephen Burns, P.E. ( <a href="mailto:sburns@spokanecity.org">sburns@spokanecity.org</a> ) 625-7821
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting.
<b>Outcome:</b>	Building employee parking lot at Water department (N. Foothills)

### Background/History:

The Water Department is requesting a Special Budget Ordinance for the construction of the relocated employee parking that was formerly located on North Foothills and Nevada/Wolverton Court 'triangle property' sold to Catholic Charities. The new parking lot will be located in the East Yards of the Water Department operational area. For this SBO, the engineer's estimate for the contractor portion of the project is \$1,172,700. Revenue from the sale of the former Water Department employee parking lot will fund this SBO. The project is tentatively scheduled to be advertised for bids via Engineering Services by the beginning of May. Ideally, the contractor will be able to begin paving work in mid-June. There is a considerable amount of self-performed work by the Water Department for the initial construction of the project in order to keep costs within the limit of the revenue gained from the sale of the property.

### Executive Summary:

The current estimated construction cost (Draft) is:

<b>Yards East Parking</b>	<b>Construction w/8.9% tax</b>	<b>Construction + CM (15%)</b>
Contractor	\$1,035,700	\$1,172,700
Water Dept.*	\$282,900	\$320,300

The units' costs could use a little more sprucing up in a few spots, and design is not final yet, so this could vary slightly. This per the current drawings show and west half paving is not included here.

\*Water Dept. self-performed items include (est. at installed cost):

Demolition, potholing, erosion control street cleaning, cleaning any ex. drainage structures, removal of structurally unsuitable soil, rough grading, drywells, swale excavation, drain pads/inlets, irrigation sleeves, chain link fence relocation/slats, boulders/parking stops, conduits, bollards, and contingent amount of common borrow.

For future consideration, to pave. Landscape, and irrigation swales for the south portion of the west half:

Future (West half)

Rough Est.

\$201,000

\$226,300

This does not include the top 2" final lift of "sanitary zone cap" between Grace and Nevada wellhouses. That would be another \$30k if we do it like last time.

Budget Impact:

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

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

If new, specify funding source: Sale of Property – \$1,060,226.70 (2020) & Reserves

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: Known challenges/barriers:

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

06/07/2021

**Date Rec'd**

5/18/2021

**Clerk's File #**

OPR 2010-0525

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

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**ELIZABETH 6232  
SCHOEDEL**Project #****Contact E-Mail**

ESCHOEDEL@SPOKANECITY.ORG

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

Contract Item

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

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Contract amendment with Van Ness Feldman, LLP, requesting an additional \$30,000.00. Total contract amount including this amendment is \$132,000.00.

**Summary (Background)**

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

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 30,000.00

# 4100-30210-34141-54105-99999

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**

5/24/21 PIES

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

C.P. Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

ODLE, MARI

ESchoedel@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

**Additional Approvals**

mfeist@spokanecity.org

**Purchasing**

rhulvey@spokanecity.org

dkegley@spokanecity.org



**City of Spokane**  
**OUTSIDE COUNSEL  
CONTRACT AMENDMENT**

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

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

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

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

**1. CONTRACT DOCUMENTS.**

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

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on March 1, 2021.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THIRTY TWO THOUSAND AND NO/100 DOLLARS (\$132,000.00)**, as full compensation for everything furnished and done under this contract that may not be exceeded without approval of the City Attorney or City Council, where appropriate. The hourly fees charged reflect the Firm's current fees discounted at 15%.

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

**VAN NESS FELDMAN LLP**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

General Terms and Conditions for Outside Counsel  
Current Fee Schedule for 2021, subject to change on an annual basis

U2020-044a



# GENERAL TERMS AND CONDITIONS FOR OUTSIDE COUNSEL

## I. SCOPE OF REPRESENTATION

A. The Firm will be engaged on a case-by-case basis to represent the City, and if applicable, its employees and elected officials in lawsuits which are filed in superior court or federal district court. Specific assignments may include investigation of claims, all aspects of litigation, appeals, and additional legal representation or consultation tasks as assigned by the City Attorney. If a conflict of interest arises between the City and any department employee, it will be resolved in accordance with the Rules of Professional Conduct.

B. Interaction with the City.

Unless prohibited by the Rules of Professional Conduct, the Firm's interaction with the City will comply with the following guidelines:

1. The City Attorney must be given advance notice of any significant decisions in order to be able to participate fully in making the decisions.
2. The City Attorney must be provided with advance drafts of all significant documents (policy statements, pleadings, memoranda) in sufficient time to be able to participate fully in decisions regarding such documents.
3. The City Attorney must routinely receive copies of all other documents, including correspondence and internal legal memoranda.
4. The City Attorney must fully participate in all deliberations and decisions regarding possible settlement of a case.
5. The City Attorney must participate in the selection of all consultants or experts. No subcontracting is permitted under the Contract without the specific authorization of the City Attorney.
6. Any extensive legal research proposed by the Firm must be discussed in advance with the City Attorney.
7. The City Attorney must be advised as soon as reasonably possible of any potential conflicts in representation.

C. The City reserves the right to designate a specific attorney(s) in the Firm to work on specific matters as lead counsel or associate lead counsel for the services rendered pursuant to any referral contract. The City further reserves the right to approve any attorney offered to provide services.

D. Conflicts of Interest.

The Firm or attorney who is selected to represent the City must disclose any actual or potential conflict of interest, and will be prohibited from engaging in or carrying on, any legal work on behalf of any client that is directly adverse to the City or its interests without the specific written consent and waiver of the Office of the City Attorney. Waivers will be evaluated on a case-by-case basis. The Firm or attorney engaged to represent the City shall have a continuing duty to disclose such information. The Office of the City Attorney will not sign "blanket" waivers.

E. Confidential Information.

All confidential communications between the City, its officers, employees or agents, and the Firm, whether oral or written, and all documentation whether prepared by the Firm or the City shall be considered privileged and shall not be disclosed, except by the written consent of the City Attorney.

F. Subcontracting.

No portion of the work will be subcontracted without prior written approval of the Office of the City Attorney.

G. Advertising.

The name of the City shall not be included in any promotional or advertising materials by the Firm without the prior written approval of the City's Attorney's Office.

## II. BILLING PROCEDURES

A. Billing Procedures.

1. Billings by the Firm shall be submitted on a monthly basis.
2. Unless otherwise agreed upon in advance in writing, the City will be charged for services rendered on an hourly basis and billings will be reflected in increments of one-quarter of an hour or less.
3. Each billing statement shall be set forth for each date services were performed:
  - A brief summary of the services provided.
  - The number of hours, or fractions of hours, spent by each provider.
  - The hourly rates of each of the providers.
4. Expenses and disbursements shall be shown in detail:
  - Air travel shall be approved by the City in advance and is reimbursable at coach rates;

- The City must not be charged for courier service or other expedited mail delivery, unless the urgency was caused by the City or the City requests the service.
  - Billings for experts or consultants retained by the Firm shall be provided in a substantially similar format as outlined above.
5. Any changes in outside counsel's fee schedule shall be discussed with the City Attorney prior to implementation.
  6. The Firm has been retained because of its expertise. The City shall not be billed for basic general legal or technical research necessary to educate staff or less experienced attorneys in the Firm without advanced City approval.
  7. The City shall not be billed for any time spent in preparing or reviewing the Firm's billings to the City or for internal quality control procedures.
  8. Unless approved in advance, the City will not reimburse for time spent by more than one (1) attorney attending meetings, witness interviews, depositions, hearings and the like.

B. Payment.

The Firm shall send its applications for payment to the City Attorney's Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Firm's applications, except as provided by state law.

C. Audit.

The Firm shall keep adequate and accurate records supporting all amounts invoiced to the City, and must maintain the records for at least six (6) years following completion of any work. The Firm shall allow authorized City representatives to review and audit all records relating to services provided under any contract with the City.

FEE SCHEDULE  
2021-2022 Hourly Rates  
effective until the end of 2022

HOURLY RATES

Partner	\$475.00
Associate	\$310.00
Land Use / Env. Planner	\$235.00
Paralegal	\$150.00

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements and Out-Of-Pocket Expenses
  - Computerized Legal Research
  - Court Reporter Appearance Fees
  - Deposition (Transcription and/or Video) Fees
  - Fees for Retrieval of Records
  - Mediation or Arbitration Fees
  - Court Costs and Filing Fees
  - Payments to Outside Investigators
  - Expert Witnesses and/or Expert Consultants
  - Court Transcripts
  - Demonstrative Aids
  - Witness Fees
  - Mileage (See General Conditions)
- All other items for which the Firm may advance or incur costs for the City's benefit

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

06/07/2021

**Date Rec'd**

5/21/2021

**Clerk's File #**

OPR 2018-0628

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

FACILITIES MANAGEMENT

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

DAVE STEELE X6064

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

DSTEELE@SPOKANECITY.ORG

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

Contract Item

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

5900 - PROPERTY LEASE EXTENSION WITH ULUPALAKUA RANCH

**Agenda Wording**

This property lease provides the current location for Envision Spokane. This is a 90-day extension beginning June 1st and terminating August 31st, with an option to terminate early.

**Summary (Background)**

The City of Spokane, Spokane County, and Workforce are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the lease to Spokane County. This extension provides 90 days to complete the leasing process with Spokane County, and allows for a termination each month, in the event that Spokane County completes their leasing process sooner than 90 days.

Lease? YES

Grant related? NO

Public Works? NO

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

Expense \$ 48,960

# 5900-30900-18200-54501-89011

Select \$

#

Select \$

#

Select \$

#

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

TEAL, JEFFREY

**Study Session\Other**

PIES 5-24-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CP Beggs

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

bbeggs@spokanecity.org; hallers@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org; pingiosi@spokanecity.org

**Additional Approvals**

jteal@spokanecity.org; dsteele@spokanecity.org

**Purchasing**mhughes@spokanecity.org;  
kbustos@spokanecity.org**ACCOUNTING -  
LEASE**

BAIRD, CHRISTI

pwarfield@spokanecity.org; ablain@spokanecity.org

## Briefing Paper PIES Committee

<b>Division &amp; Department:</b>	Finance – Facilities Department
<b>Subject:</b>	Property Lease Extension with ULUPALAKUA Ranch
<b>Date:</b>	05/24/2021
<b>Author (email &amp; phone):</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 625-6064
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	N/A
<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)	Comp Plan, Strategic Plan
<b>Strategic Initiative:</b>	Community Health
<b>Deadline:</b>	6/1/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Completion of a 90-day extension of the recently extended property lease with ULUPALAKUA Ranch for 130 South Arthur.
<p><b>Background/History:</b> The property leased with ULUPALAKUA Ranch at 130 South Arthur provides the location for Envision Spokane. The City of Spokane, Spokane County, and Workforce are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the lease to Spokane County. This extension provides 90 days to complete the leasing process with Spokane County, and allows for a termination each month, in the event that Spokane County completes their leasing process sooner than 90 days.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• This property lease provides the current location for Envision Spokane.</li> <li>• The City of Spokane and Spokane County are in the process of transitioning responsibility of this lease from the City of Spokane to Spokane County.</li> <li>• This is a 90-day extension beginning June 1<sup>st</sup> and terminating August 31<sup>st</sup>, with an option to terminate early.</li> <li>• An SBO will be accompanying this lease to allow for funding of this extension.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i></p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**THIRD AMENDMENT TO LEASE  
AGREEMENT**

**Title: 130 SOUTH ARTHUR**

This Third Lease Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and the **ULUPALAKUA RANCH, INC.**, a Washington corporation, whose address is (c/o Tiffany Janikowski), 309 Bradley Blvd., Ste. 115, Richland, Washington 99352 as ("Landlord"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Lease Agreement whereby Tenant leases commercial real estate located at 130 South Arthur for a term of October 1, 2018 through September 30, 2020; and*

*WHEREAS, the parties have twice amended the Lease Agreement to extend the term of the lease through May 31, 2021; and*

*WHEREAS, the parties wish to extend the term of the lease a third time for an additional three months, thus the original Lease Agreement needs to be formally amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

*The Lease Agreement, effective on September 20, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.*

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on June 1, 2021.

**3. AMENDMENT.**

The parties agree that the lease term in Section 1 of the Lease Agreement entered into on September 20, 2018 and amended twice by the parties shall be extended beyond its current expiration date of May 31, 2021 for an additional three months commencing on June 1, 2021 and expiring on August 31, 2021. The City may terminate the lease agreement prior to the August 31, 2021 termination date by providing written notice by the 20th of the month, thereby terminating the remaining month(s) of the lease term. The monthly lease amount shall be \$16,320 for a total of \$48,960. The parties reserve the right to enter into future extensions by mutual written 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 Lease Amendment by having legally binding representatives affix their signatures below.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
Mayor/City Administrator

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

ULUPALAKUA RANCH, INC.

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

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



STATE OF WASHINGTON                    )  
  ) ss.  
County of Spokane                     )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

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

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
County of Spokane                     )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the ULUPALAKUA RANCH, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

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

My appointment expires \_\_\_\_\_

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

06/07/2021

**Date Rec'd**

5/24/2021

**Clerk's File #**

OPR 2021-0360

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

FACILITIES MANAGEMENT

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

DAVE STEELE X6064

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

DSTEELE@SPOKANECITY.ORG

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

Contract Item

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

5900 - MASTER SITE AGRMNT WITH AVISTA FOR INSTALL OF EV CHARGE STATIONS

**Agenda Wording**

The Avista Master site agreement sets the cost sharing structure and responsibilities for installation, maintenance, and repair of charging equipment in partnership with the City of Spokane.

**Summary (Background)**

The Master Site Agreement with Avista is the foundation of future and ongoing Electric Vehicle charging station installations under an adopted cost sharing model with Avista. This agreement identifies a group of locations for the installation of EV charging stations and allows for additions to that list moving forward.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$ \$0.00

# 99999

Select \$

#

Select \$

#

Select \$

#

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

TEAL, JEFFREY

**Study Session\Other**

PIES 5-24-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Kinnear

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

ODLE, MARI

twallace@spokanecity.org; jteal@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

dsteele@spokanecity.org; pingiosi@spokanecity.org

**Additional Approvals**

rgiddings@spokanecity.org; dpaine@spokanecity.org

**Purchasing**

aduffey@spokanecity.org; ablain@spokanecity.org

## Briefing Paper

### PIES Committee

<b>Division &amp; Department:</b>	Finance – Facilities Department
<b>Subject:</b>	Master Site Agreement with Avista for installation of Electric Vehicle Charging Stations
<b>Date:</b>	05/24/2021
<b>Author (email &amp; phone):</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 625-6064
<b>City Council Sponsor:</b>	Councilwoman Kinnear
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	N/A
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
<b>Strategic Initiative:</b>	Sustainability
<b>Deadline:</b>	6/1/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Completion of the Master Site Agreement allowing the advancement of the City of Spokane's electrical charging infrastructure and fleet expansion.
<b>Background/History:</b> The Master Site Agreement with Avista is the foundation of future and ongoing Electric Vehicle charging station installations under an adopted cost sharing model with Avista. This agreement identifies a group of locations for the installation of EV charging stations and allows for additions to that list moving forward.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The Avista Master site agreement sets the cost sharing structure and responsibilities for installation, maintenance, and repair of charging equipment in partnership with the City of Spokane.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

**AC LEVEL 2  
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) MASTER SITE AGREEMENT  
(NON-RESIDENTIAL)**

**Avista Contract No. R-\_\_\_\_\_**

THIS ELECTRIC VEHICLE SUPPLY EQUIPMENT SITE AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") between Avista Corporation, a Washington corporation, whose address is 1411 E. Mission Avenue, Spokane, WA 99220 (hereinafter referred to as "Avista"), and the City of Spokane, a Washington State municipal corporation, whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201 (hereinafter referred to as "Host").<sup>1</sup> Avista and Host may be collectively referred to herein as the "Parties," and individually as a "Party."

WHEREAS, Avista is involved in a program to offer its customers installation and maintenance of Electric Vehicle Supply Equipment ("EVSE") locations in designated locations throughout Avista's regulated service territory ("Program"); and

WHEREAS, Avista and Host agree to work together to establish EVSE locations on Host's property defined herein below pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, Avista and Host agree as follows:

**SECTION 1. MASTER SITE AGREEMENT**

This Agreement contains the basic terms and conditions that will govern each of the Sites on which Host has requested and agreed or may agree to installation and operation of Electric Vehicle Supply Equipment; provided, Host is under no obligation to agree to having Electric Vehicle Supply Equipment installed and/or operated at any particular Site and Host retains the right to decline installation of such equipment at any particular location and to limit the number of locations and the amount of equipment installed at any particular Site. When the Parties agree on a site for the location of Electric Vehicle Supply Equipment pursuant to terms and conditions of this Agreement, the site shall be added to the Site Listing attachment to this Agreement without the need to amend this Agreement. This Agreement does not preclude the Host from procuring and installing EVSE from other providers or from installing and operating electric vehicle charging stations aside from those installed by Avista.

**SECTION 2. DEFINITIONS**

"Electric Vehicle" OR "EV" means a vehicle that uses at least one method of propulsion that is capable of being reenergized by an external source of electricity, is designed to have the capability to drive at a speed of more than 35 miles per hour, and is licensed to drive on state and federal highways. "AC Level 2 Electric Vehicle Supply Equipment" or "EVSE" means the installed device used to deliver electricity from the Premises Wiring (defined below) to the electric vehicle, meeting Standard J1772 of the Society of Automotive Engineers International and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. This device includes the ungrounded, grounded, and equipment grounding conductors, the electric

---

<sup>1</sup> NTD: If Host leases the property described herein below, then Host's Lessor shall be a party to this Agreement and references to Host in this Agreement shall also include Lessor.

vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device. As further discussed below, Avista shall install, own and maintain the EVSE, including that it meets all industry workmanship standards and applicable requirements in the National Electric Code, Washington Administrative Code, Host's policies and procedures and local municipal codes.

"Premises Wiring" means all electrical equipment from the utility meter to the EVSE, including the electric supply panel and the Dedicated Circuit wiring connecting the supply panel to the EVSE, the final junction box supplying the EVSE, and connecting receptacle as applicable. As part of the direct installation of the EVSE, Host may allow Avista or Avista's authorized third party independent contractor to install the Premises Wiring required to provide power to the EVSE. With the exception of Dedicated Circuits installed by Avista, Host shall own and maintain all Premises Wiring. "Dedicated Circuit" means one or more 208/240 VAC, 100 ampere or lower circuits that supply electricity from Host's supply panel directly to the installed AC Level 2 EVSE, not including the Dedicated Circuit breaker located inside the supply panel. If a Dedicated Circuit exists prior to Avista's EVSE installation and may be used to supply power to the EVSE, Host shall retain ownership and is wholly responsible for this Dedicated Circuit, including maintenance and ensuring that it meets all industry workmanship standards and applicable requirements in the National Electric Code, Washington Administrative Code, and local municipal codes. If a Dedicated Circuit to the EVSE does not exist, Host may allow Avista to install a Dedicated Circuit, owned and maintained by Avista as part of the direct installation of the EVSE. Host shall own and maintain other Premises Wiring such as the supply panel or circuit breakers located inside the supply panel.

### **SECTION 3. EVSE AND PREMISES WIRING INSTALLATION, MAINTENANCE AND TITLE**

- a. Avista, through Avista's network of authorized third-party independent contractors and at Avista's expense, shall provide, install, own, maintain, repair or replace (collectively the "Work") the EVSEs on property owned by Host (the "Sites"), per the Site Listing attached to this agreement, which is incorporated herein by this reference. The Parties may expand the number of EVSE at a given Site or identify additional Sites by adding to the Site Listing attachment to this Agreement without the need to amend this Agreement. The charging installations will include the EVSE and Premises Wiring necessary to supply power to the EVSE. Sites are designed to accommodate initial EVSE installation, and where practicable allow for future low-cost additional EVSE installation, according to a site plan proposed by Avista or its authorized third-party independent contractor, and agreed to by Host prior to installation. Avista will purchase the EVSE and cover direct installation costs including 50% of Dedicated Circuit installation costs up to a maximum of \$2,000 per EVSE port connection. Avista will own and maintain the EVSE and any new Dedicated Circuit(s), as well as signage and protective equipment bollards. Host will retain ownership of other Premises Wiring including the supply panel and circuit breakers located in the supply panel.
- b. Avista shall clearly post on the Site the manner and means whereby a customer utilizing the EVSEs may contact Avista or other third party resources with any and all questions, comments or concerns they may have regarding the installation and operation of the EVSE. In cases where Host requires a user fee, Host shall, at Avista's request, clearly post user fee information with appropriate signage or Avista may incorporate user fee information into the user interface screens on the EVSE.

- c. Subject to Section 3 paragraph l. below, Avista shall, at all times during the Term (defined below) of this Agreement, at its sole cost and expense, keep the EVSEs, Dedicated Circuits installed by Avista, signage and protective bollards in working condition and repair, ordinary wear and tear excepted. Avista shall provide electric utility services to Host, and Host shall pay for such service consistent with the applicable electric utility tariff in force and effect. Avista, in Avista's sole discretion, shall have the right to repair, modify or replace the EVSEs with like-for-like EVSE equipment at any time during the Term of this Agreement. The Work shall be performed in a good and competent manner, and Avista shall, at its expense, obtain all necessary and required permits and approvals from the applicable government agency prior to commencing the Work on the Sites.
- d. Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE and Dedicated Circuits installed by Avista shall remain with Avista. Host shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Host, and any sale of the Sites by Host shall not include the EVSEs.
- e. Host may utilize EVSEs solely for its own purposes, or may offer the EVSEs to the general public. In the event Host offers the EVSEs to the general public Section 12 (a) will apply.
- f. Avista shall use reasonable efforts to provide Host with at least one day prior notice in the event Avista needs access to the Sites for the installation, repair or maintenance of the EVSEs. In the event of an emergency, Avista shall provide Host with as much prior notice as is reasonably practical given the circumstances before accessing the Sites.

#### **SECTION 4. HOST'S EVSE OBLIGATIONS**

Throughout the Term of this Agreement:

- a. Host shall grant to Avista non-exclusive access to the Sites and sufficient space for locating the EVSEs at the Sites as may be deemed necessary or desirable by Avista for the Work. In the event Host desires to offer an EVSE to the general public, Host must ensure that the Sites are zoned to allow the EVSE's availability to the general public. If the Work requires any substantial and additional improvements to the Site that exceed Avista's pre-determined maximum Site costs, Host shall be responsible for such improvement at Host's sole expenses. Site improvement expenses shall be estimated and agreed upon prior to commencing installations.
- b. Until an EVSE (in Avista's sole discretion) is deemed non-functional, Host hereby consents to and shall permit both Avista and any underlying EVSE manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and third parties all data from the EVSEs with respect to vehicle charging activity, and technical performance (the "Data") of the EVSEs.
- c. Host shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the operation of the EVSEs, including environmental requirements associated therewith.
- d. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or web sites created under this Agreement, Host agrees to submit any such marketing effort and required signage for prior review and approval by Avista.

- e. Host should maintain the area surrounding the EVSEs and will promptly notify Avista of any problems related to any EVSE. Such maintenance includes, but is not limited to, pavement maintenance, snow removal services and regular garbage removal. In the event an EVSE fails to operate or otherwise requires repair, Host shall promptly notify Avista.
- f. Host may require an EVSE user fee at Host's discretion, provided that Host shall consult with Avista as to fair user fees that encourage utilization, as well as effective fee management options. Host will notify and consult with Avista prior to making any user fee changes.
- g. In the case of networked EVSE installations as desired by Host, Avista will provide the networked EVSE and the Host will be responsible for network maintenance fees and repair costs associated with the networked equipment, an estimate of which will be disclosed prior to EVSE installation.
- h. Host agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- i. Host agrees to participate in current and future load management programs whereby EVs utilizing the EVSE may be programmed or controlled to charge during certain desirable times, and/or EVSE power output may be controlled to maximize grid benefits, provided prior notice is given by Avista of such events and the Host and/or end users of such events and end users retain the ability to override load management events when necessary.
- j. Host, at no cost to Host, agrees to participate in surveys and provide feedback about the program as well as cooperate with Avista in fulfilling Avista's reporting requirements to any federal, state or local regulatory or governing entities. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at Avista's expense. If Host fails to meet any of its obligations under this Agreement, Avista may remove the EVSE and redeploy it at another site.
- k. Host does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Sites. No employee or agent of Host is authorized to make any warranty or representation to the contrary. The foregoing specifically disclaims warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Sites.
- l. If the EVSEs, Dedicated Circuits installed by Avista, signage and/or protective bollards are damaged as the result of Host's or Host's agents' or employees' intentional, reckless, or negligent conduct, Host shall immediately notify Avista of the damage. Within a reasonable time period of Avista becoming aware of such damage, Avista or a third party independent contractor of Avista's choice, will assess the damage and make replacements or repairs to the damaged EVSEs, Dedicated Circuits installed by Avista, signage and/or protective bollards. Host shall be liable to, and shall reimburse, Avista for any and all costs and expense incurred by Avista related to assessment, repair, and replacement resulting from the damage caused by Host or Host's agents and employees. Host shall reimburse Avista for its costs and expenses within thirty (30) days of Avista submitting its invoice and/or receipts to Host, or within such other time period or payment schedule as mutually agreed upon between the Host and Avista.

**SECTION 5. TERM**

- a. This Agreement will be effective on the Effective Date. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until terminated by either Avista or Host, whether for cause or for convenience. To terminate this Agreement, the party wishing to terminate the Agreement, shall provide the other with thirty (30) days written notice of termination.
- b. At expiration of the Term, Avista will work with the Host on (i) replacing or upgrading the EVSE; (ii) removing the EVSE; (iii) allowing the Host to purchase the EVSE from Avista; or (iv) gifting the EVSE to Host if the EVSE is at the end of its depreciable life. If Avista and Host are unable to reach an agreement at expiration of the Term, Avista or Avista’s authorized third party independent contractor may remove and take possession of the EVSE.

**SECTION 6. TERMINATION**

- a. Host may terminate the Agreement prior to the expiration of the Term for convenience. In such event, Avista or a third-party independent contractor of Avista’s choice shall remove and take possession of the EVSE within ninety (90) days of Host’s notification. Removal shall be at no cost to Host, and this Agreement shall be terminated upon such removal. Notwithstanding the foregoing, if Host terminates this Agreement within twenty-four months of the Effective Date, Host shall reimburse Avista for its installation and removal expenses. Removal and possession of the EVSE shall not include any removal of Premises Wiring. If a Dedicated Circuit was installed as part of the direct installation of the EVSE, it shall be left in place and ownership shall transfer to Host. All such ancillary hardware will be disconnected by Avista or Avista’s authorized third party independent contractor and left in place at the Site.
- b. If Host requests to relocate an EVSE (but not to terminate the Agreement before the end of the Term), Host shall provide Avista with no less than sixty (60) days written notice advising Avista of Host’s relocation request. Upon receipt of Host’s relocation request, Avista shall have thirty (30) days to consider and consent to the request, which consent shall not be unreasonably withheld. If Avista consents to the relocation request, all costs and expenses associated with the relocation and remediation of the original Site shall be paid by Host. Host shall, at Host’s sole expense, exclusively utilize Avista’s third party independent contractor to install an EVSE at the new location. If Avista consents to the relocation, Host will receive an estimate for relocation costs prior to moving forward with relocation. Any removal and/or relocation of an EVSE at the original Site shall be solely determined by Avista, utilizing Avista’s third party independent contractor. Regardless of whether Avista approves or denies the relocation request, this Agreement shall remain in effect for the remainder of the Term. Host acknowledges that failure to utilize Avista’s third party independent contractor for EVSE installations or relocations under this Section 5(b) may result in voiding any EVSE warranty and/or maintenance support that may transfer to Host at the end of the Term.
- c. Avista, in its sole discretion may terminate the Agreement prior to the end of the Term, in which case Avista will provide Host with thirty (30) days’ prior written notice and Host may option to (i) purchase any or all of the EVSEs pursuant to Section 6 below, or (ii) have any or all of the EVSEs removed at no cost to the Host within sixty (60) days of termination.



**SECTION 7. TAXES ON SALE OF EVSE**

If Avista opts to sell an EVSE to Host at the then current EVSE fair market value and Host agrees to purchase such EVSE, then Avista will deliver to Host a Bill of Sale for the current EVSE fair market value. Host further agrees that in accordance with federal and state laws in effect at the time of the sale of the EVSEs from Avista to Host, that: i) Host shall be responsible for and shall pay transfer taxes related to the fair market value of the EVSE as stated on the Bill of Sale; ii) Avista may thereafter invoice and collect sales tax from Host on the fair market value of the sale; and iii) Host agrees to complete a Form W-9, "Request for Taxpayer Identification Number and Certification" in the event of such sale.

**SECTION 8. TITLE TO EQUIPMENT AND DATA**

At all times under this Agreement, Avista shall own and maintain title to the EVSEs and Dedicated Circuits to the EVSE. The Host shall not make any alterations, changes or modifications to the EVSEs or Dedicated Circuits without first securing prior written permission from Avista and/or any applicable underlying manufacturer. All rights, title and interest in the EVSE Data and related information collected from the EVSE shall also immediately vest in Avista. Avista shall therefore have the right to use, copy, distribute and create derivative works from such Data and information as necessary and helpful to evaluate electric vehicles and electric vehicle supply equipment and for any other Avista business purpose.

**SECTION 9. INSURANCE COVERAGE**

- a. As of the Effective Date of this Agreement, each Party will procure and maintain in good standing for the Term of this Agreement, insurance limits as set forth below for claims against either Party involving bodily injury or property damage which may arise from or in connection with the exercise of the rights and privileges granted under this Agreement. These insurance limits may include a combination of self and commercial insurance, written on an occurrence basis.
- b. Host and Avista shall provide and maintain in full force and effect at no additional cost to either Party for the duration of the Agreement the following coverages: i) Commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$4,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits; and ii) Workers' compensation insurance as specified by state law.
- c. Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a party to this agreement.

**SECTION 10. INDEMNIFICATION**

To the maximum extent permitted by applicable law, each Party shall indemnify and defend the other Party, including its parent, subsidiary and affiliate companies, officers, employees and agents from and against all repairs, liability, loss, costs, claims, damages, expenses, judgments and awards, whether or not covered by the indemnifying Party's insurance, arising or claimed to have arisen

wholly or in part from the indemnifying Party's, or its agents', acts or omissions or negligence at or arising from the Sites or arising from the Parties' performance under this Agreement, which resulted in:

- a. Injury to (including mental or emotional) or death of any person, including employees of the Parties (including parent, subsidiary and affiliate companies) and including any agents or authorized, independent contractors of the Parties; or
- b. Damage to or destruction of any property (real, personal, tangible or intangible) including without limitation real or personal property of any third party, the EVSE and any associated EVSE hardware (including but not limited to any cords, wires, cables, equipment, electrical lines, conduit or other ancillary hardware associated with the EVSE), property of the Parties (including parent, subsidiary and affiliate companies), employees and authorized, independent contractors of the Parties; or
- c. Any allegation or violation of any third-party intellectual property right, including but not limited to violations of patents, copyrights, trademarks or trade secrets.
- d. Any violation of applicable federal, state and local laws (and the rules and regulations of any lawful regulatory body acting thereunder in connection with the Work).

Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of this Agreement.

## **SECTION 11. WARRANTY**

- a. AVISTA WARRANTS THAT EVSE WORK PERFORMED BY AVISTA'S NETWORK OF AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTORS WILL BE FREE FROM LIENS, DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE TERM OF THE AGREEMENT. IN THE EVENT THAT ANY EVSE WORK PERFORMED IS FOUND TO BE DEFECTIVE IN EITHER MATERIALS OR WORKMANSHIP, AVISTA SHALL REPAIR OR REPLACE SUCH DEFECTIVE EVSE OR WORK AT NO COST TO HOST. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS HOST'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY FOR ANY FAILURE OF AVISTA TO COMPLY WITH AVISTA'S WARRANTY OBLIGATIONS, AND AVISTA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FOR AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE AVISTA'S SOLE LIABILITY AND HOST'S EXCLUSIVE REMEDY FOR FAILURE OF AVISTA TO MEET AVISTA'S WARRANTY OBLIGATIONS.
- b. AT THE END OF THE TERM OF THIS AGREEMENT AND SHOULD HOST OPT TO PURCHASE THE EVSE FROM AVISTA, THEN FOR ALL EVSE DEVICES (INCLUDING ALL ASSOCIATED EVSE CORDS AND INTERNAL WIRING), THE SALE WILL BE ASIS WITH NO WARRANTIES AND HOST ASSUMES SOLE RISK AND RESPONSIBILITY FOR ANY REMAINING WARRANTY ACTION (IF ANY).

**SECTION 12. LIMITS OF LIABILITY**

- a. UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO: I) ANY PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) OR PERSONAL INJURY (INCLUDING MENTAL OR EMOTIONAL DISTRESS) ARISING FROM OR ALLEGED TO HAVE ARISEN UNDER THIS AGREEMENT; II) WITH RESPECT TO AVISTA, ANY CLAIMS OR CAUSES OF ACTION THAT ARISE OR ARE ALLEGED TO HAVE ARISEN AS A RESULT OF ANY REQUIRED SPACE VENTILATION NOT MADE KNOWN IN WRITING TO AVISTA OR AVISTA'S AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR IN WRITING PRIOR TO ANY WORK; III) ANY DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM ANY ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS; OR IV) ANY ENVIRONMENTAL CLAIMS, DAMAGE OR CAUSES OF ACTION.
- b. UNDER NO CIRCUMSTANCES WILL AVISTA OR ANY AVISTA AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR BE HELD LIABLE TO HOST OR ANY OTHER PERSON OR ENTITY FOR MATTERS INVOLVING THE PURCHASE, LEASE, USE, NONUSE, OR DEVALUATION OF ANY ELECTRIC VEHICLE, PLUG IN HYBRID VEHICLE OR ANY VEHICLE OF ANY NATURE, ANY EVSE OR ASSOCIATED EVSE INFRASTRUCTURE WHEN APPLICABLE CODES OR STANDARDS PROHIBIT THE INSTALLATION OR USE OF SUCH VEHICLE OR EQUIPMENT. AVISTA WILL NOT PAY FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY HOST FOR PURCHASING ANY VEHICLE OR EQUIPMENT OR OTHERWISE IN RELIANCE UPON AVISTA BEING ABLE TO PROVIDE AN EVSE TO HOST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**SECTION 13. MISCELLANEOUS PROVISIONS**

- a. Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans With Disabilities Act, as amended if Host is offering any of the EVSEs to the general public.
- b. Assignment. This Agreement shall not be assigned except with the prior written consent of all Parties hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties.
- c. Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Avista and Host liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

- d. Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, Avista and Host shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.
- e. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
- f. Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the Work performed pursuant to the Agreement, Host may call the Avista Representative listed in this Agreement during business hours Monday-Friday 8 a.m. to 5 p.m. If further follow-up is required, Host shall provide Avista with written notice explaining the dispute and associated documentation. Avista will consider all disputes and resolve such disputes within fifteen (15) days of receiving notice of a dispute. In the event Host is dissatisfied with the resolution of the dispute, Host has the right to file an informal or formal complaint with the Washington Utilities and Transportation Commission (the "Commission") by contacting the Consumer Protection section of the Commission at 1-888-333-9882 or complete an online complaint form at [www.utc.wa.gov](http://www.utc.wa.gov). Avista will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.
- g. Public Communication. Host agrees to cooperate with Avista in maintaining good community relations. Avista will issue all public statements, press releases, and similar publicity concerning the EVSE and the Work (including its progress, completion and characteristics). Host shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Avista.
- h. Non-waiver. Either Party's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or either Party's waiver of any breach hereunder shall not thereafter waive any of the Party's rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by the Party in writing.
- i. Merger. This Agreement embodies the entire agreement between Avista and Host. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.
- j. Consent; Privacy Law. Host further acknowledges and agrees that Host is knowingly consenting to and authorizing Avista to release and share Host's information, including name, address and telephone number, charging data, and any technical configuration or electrical usage patterns concerning the Work with Avista's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the EVSEs to Host.
- k. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 6 (Title To Equipment And Data); Section 7 (Insurance Coverage); Section 8 (Indemnification); Section 9 (Warranty); Section 10 (Limits of Liability); Section 11(a) (Compliance With Laws) and Section 11(i) (Privacy Law).

1. Attorney Fees. Should either Party institute any action or proceeding in court to enforce or interpret any provisions hereof or for damages by reason of any alleged breach or default of any provision of this Agreement or for a declaration of such Party's rights or obligations hereunder, or for any other judicial remedy, each Party shall be responsible for its attorney fees, expenses, and any other legal fees.

#### **SECTION 14. NOTICES**

Any written notices required or permitted to be given by one Party to the other under this Agreement or by law shall be sufficiently given if delivered in person or sent by certified mail to the following address:

**Avista Corporation**

Attn: Rendall Farley  
 1411 East Mission Avenue,  
 MSC-15  
 Spokane, Washington 99220  
[Rendall.farley@avistacorp.com](mailto:Rendall.farley@avistacorp.com)  
 509-495-2823

**Host**

Attn: Richard Giddings  
 915 N. Nelson Street  
  
 Spokane, WA 99217  
[rgiddings@spokanecity.com](mailto:rgiddings@spokanecity.com)  
 509-625-7706

Either Party may change the above contact information by providing written notice of such change.

*[signature page follows]*

IN WITNESS WHEREOF, the parties execute this Agreement by their signature or the signature of their authorized agents as of the date first above written.

**Host**

**Avista**

**CITY OF SPOKANE**

**AVISTA CORPORATION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Nadine Woodward

NAME: Kevin Christie

TITLE: Mayor

TITLE: Executive Vice President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest:

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

Approved as to form:

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

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the entity.

**SITE LISTING**

For Avista Non-Residential AC Level 2 Electric Vehicle Supply Equipment Site Agreement Avista Contract No. R-\_\_\_\_\_

Sites are listed below for reference, which may be added over time as agreed to by all authorized parties and subject to this Master Site Agreement.

<b>Site #</b>	<b>Date Installed</b>	<b>Facility/Location Description</b>	<b>Facility Address</b>	<b># of EVSE ports</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

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

06/07/2021

<b>Date Rec'd</b>	5/6/2021
<b>Clerk's File #</b>	OPR 2021-0361
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2019-0457
<b>Project #</b>	2019139
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	KYLE TWOHIG 625-6152
<b>Contact E-Mail</b>	KTWOHIG@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 - INTERLOCAL AGREEMENT SPOKANE COUNTY PMWEB PROFESSIONAL SERVICES

**Agenda Wording**

Interlocal Cooperation Agreement to allow Spokane County to utilize PMWeb, the City's SaaS (Software as a Service) solution for Capital Project Management. Agreement to run January 1, 2021 - December 31, 2023. Estimated 2021 revenue \$69,339.56.

**Summary (Background)**

The interlocal agreement outlines provisions and costs for the City and Spokane County to share costs and services associated with PMWeb. The County will share in the cost of licenses and support on an annual basis since both the City and the County utilize and share PMWeb.

Lease? NO Grant related? NO Public Works? NO

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

Revenue	\$ Amount - Depends on cost type	# 5300-30210-99999-33772-99999
Revenue	\$ Amount - Depends on cost type	# 0370-30210-99999-33772-99999
Revenue	\$ Amount - Depends on cost type	# 4250-30210-99999-33772-99999
Select	\$	#

**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session\Other</u></b>	PIES 5/24/21
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Council Sponsor</u></b>	Beggs
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	eraea@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<b><u>Additional Approvals</u></b>		kgoodman@spokanecity.org	
<b><u>Purchasing</u></b>		ktwohig@spokanecity.org	
		aduffey@spokanecity.org	
		itadmin@spokanecity.org	



## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services/ITSD
<b>Subject:</b>	ILA with Spokane County for PMWeb software sharing
<b>Date:</b>	4/29/21
<b>Contact (email &amp; phone):</b>	Kyle Twohig <a href="mailto:ktwohig@spokanecity.org">ktwohig@spokanecity.org</a> 625-6152
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Agreement (ILA) to be forwarded for Council approval.

Background/History:

- Integrated Capital Management and Engineering Services utilize a programmatic software solution for managing the capital program called PMWeb.
- The PMWeb project team has developed/customized a very detailed system for project management that is tailored to municipal unit price contracting and WSDOT specification requirements.
- Spokane County has run through a demo of our software and would like to utilize our system.

Executive Summary:

- Proposed Interlocal Agreement would allow the County to utilize the City's SaaS software system PMWeb
- The City will be the software contract holder and assign licenses to the County and manage application/system administration
- Spokane County will share in the software base costs and pay for their own licenses
- Spokane County will share in future software development costs that benefit both parties
- Spokane County will reimburse COS for software administration and support costs defined in ILA addendum
- Expected contribution from Spokane County for 2021 is \$69,339.56 plus additional shared costs for continued system development.
- Not only will the City save money, but our region benefits by aligning project management processes with our partner entity and contractors using the same system for both owners

Budget Impact:

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

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

If new, specify funding source: Revenue from County Participation

Other budget impacts: Revenue from County will offset City costs

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 COOPERATION AGREEMENT  
BETWEEN  
SPOKANE COUNTY AND THE CITY OF SPOKANE  
TO SHARE COSTS AND SERVICES FOR PMWeb**

THIS AGREEMENT is between **SPOKANE COUNTY**, a political subdivision of the State of Washington, as ("County"), and the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City"); jointly referred to hereinafter as the "parties", and individually a "party".

**RECITALS**

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the City contracts with PMWeb to provide Capital Project Management Software for the Public Works Division for management of capital improvement projects; and

WHEREAS, the City and County wish to create a partnership to share costs and services for PMWeb; and

WHEREAS, the County will share in the cost of licenses and support on an annual basis since both the City and the County utilize and share PMWeb;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the County and the City can respectively share the costs and services of PMWeb, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.
2. **COST.** The City and County will share the costs and services as outlined in Exhibit A. City and County will maintain ownership and responsibility for individual data
3. **PAYMENT.** City will invoice the County for all agreed costs identified in Appendix A upon approval of this Agreement or the first working day of the year through the term of this Agreement. Payment shall be made payable to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

- a. Invoices to County shall be sent to: John Preston C/O Spokane County Public Works Department; 1026 W Broadway Avenue, Spokane, Washington, 99260.
- b. The City will invoice the County on or after the effective date of this agreement for the period effective date - 12/31/2021.
- c. The City will invoice the County on Jan. 1, 2022 for the period of 1/1/2022 – 12/31/2022.
- d. The City will invoice the County on Jan. 1, 2023 for the period of 1/1/2023 – 12/31/2023.
- e. Optional two-year renewal periods will be invoiced in like manner.

4. DURATION. This Agreement shall begin January 1, 2021, and run through December 31, 2023, with the option of two additional two-year renewals, unless terminated sooner The City agrees to maintain their relationship with the PMWeb vendor, including payment of all support fees, during the lifetime of this agreement.

5. CITY'S RESPONSIBILITIES. The City will continue to develop and improve upon the PMWeb software to fulfill City requirements and will make such improvements available for County use. Any requests by the City for future software improvements, that the County does not see as a benefit to County services, will be the City's responsibility to financially pursue.

6. COUNTY'S RESPONSIBILITIES. The County will continue to develop and improve upon the PMWeb software to fulfill County requirements and will make such improvements available for City use. Any requests by the County for future software improvements, that the City does not see as a benefit to City services, will be the County's responsibility to financially pursue.

7. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

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

8. TERMINATION. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

- a. If Agreement is terminated by the County, the amount paid by County for the current period is non-refundable.
- b. If agreement is terminated by either party, the County may choose to contract with vendor independent of City vendor relationship.
- c. If vendor agreement with City is terminated due to vendor acquisition or other vendor issues beyond the control of City, City agrees to proportionately share in any refund of support fees with County.
- d. City agrees to share with County in good faith any future vendor communication that may impact future shared system viability, cost and future use.
- e. Upon termination, each agency will work with vendor to transfer any and all agency data to agency location of choice.

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

City:

Innovation and Technology Services Division Administration Office  
Seventh Floor, City Hall  
808 West Spokane Falls Blvd  
Spokane, Washington 99201

County:

Board of County Commissioners  
1116 W. Broadway Avenue  
Spokane, Washington 99260  
Attention: Chairman

Board of County Commissioners Clerk  
1116 W. Broadway Avenue  
Spokane, Washington 99260

10. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

11. NO SEPARATE ENTITY CREATED. This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

12. FINANCING. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

13. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

14. AMENDMENTS. This Agreement may be amended at any time by mutual Agreement of the Parties executed with the same formalities as the present Agreement.

15. SEVERABILITY. Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

16. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, or posted on each of the parties' websites.

17. HEADING. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

18. EXECUTION AND APPROVAL. The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

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

20. NO THIRD-PARTY BENEFICIARIES. 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.

21. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its Website.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

**PASSED AND ADOPTED** by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
MARY L. KUNEY, Vice-Chair

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

\_\_\_\_\_  
AL FRENCH, Commissioner

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

CITY OF SPOKANE

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

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

ATTEST:

Approved as to form:

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

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

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

Exhibit A – Costs

Exhibit B – City Contract Administration and Management

Exhibit A

	2020			2021		
	Qty	Rate	Cost	Qty	Rate	Cost
Development Package S&M Renewal	1	2000.00	2000.00	1	2000.00	2000.00
Dedicated Server Renewal	2	6000.00	12000.00	2	6000.00	12000.00
SaaS Full User License Fee	15	1500.00	22500.00	22	1500.00	33000.00
SaaS Guest Concurrent User License Fee	25	1200.00	30000.00	30	1200.00	36000.00
SaaS Guest Named User License Fee	21	600.00	12600.00	26	600.00	15600.00
Walkme Support Software	1	22680.00	22680.00	1	22680.00	22680.00
Subtotal			101,780.00			121,280.00
Tax			9,058.42			10,793.92
Total			\$110,838.42			\$132,073.92
diff				diff		\$21,235.50

	City			County		
	Qty	Rate	Cost	Qty	Rate	Cost
Development Package S&M Renewal	0.5	\$2,000.00	\$1,000.00	0.5	\$2,000.00	\$1,000.00
Dedicated Server Renewal	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$6,000.00
SaaS Full User License Fee	15	\$1,500.00	\$22,500.00	7	\$1,500.00	\$10,500.00
SaaS Guest Concurrent User License Fee	15	\$1,200.00	\$18,000.00	15	\$1,200.00	\$18,000.00
SaaS Guest Named User License Fee	21	\$600.00	\$12,600.00	5	\$600.00	\$3,000.00
Walkme Support Software	.5	\$22680.00	\$11340.00	.5	\$22680.00	\$11,340.00
Subtotal			\$71,440.00			\$49,840.00
Tax			\$6,358.16			\$4,435.76
City Contract Administration and Management (Exhibit 3)				1	\$15063.80	15,063.80
Total			\$77,798.16			\$69,339.56

Costs will be updated annually and reflected in a revised Exhibit A accordingly. Documentation of vendor support cost changes must accompany a revised cost sharing estimates. Revised future cost estimates must be received a minimum of sixty (60) days prior to the next renewal period.



If both parties mutually agree to software improvements that require the use of a consultant or additional system costs, the costs will be shared equally by both parties. The City of Spokane anticipates executing a consultant agreement for software improvements in 2021 for 18 months with a budget of \$100,000. The anticipated portion of this budget to be invoiced to the County in 2021 is approximately \$18,000.

Exhibit B

Task	Estimated Hours	Direct Cost Billing Rate	Extended
County Program creation and implementation	15	\$40.36	\$605.40
County Project creation	25	\$40.36	\$1,009.00
Bid item master list creation and maintenance including submittals	10	\$40.36	\$403.60
New bid item creation with submittal requirements	40	\$40.36	\$1614.40
User permission setup and management	15	\$40.36	\$605.40
Report creation	100	\$40.36	\$4,036.00
Application training	20	\$40.36	\$807.20
Application troubleshooting and support	50	\$40.36	\$2,018.00
Walkme tutorials	30	\$40.36	\$1,210.80
Contract administration, renewal, execution	20	\$91.80	\$1,836.00
Billing and payments to vendor	10	\$91.80	\$918.00
Subtotal contract administration and management			\$15,063.80



# Agenda Sheet for City Council Meeting of:

06/07/2021

<b><u>Date Rec'd</u></b>	5/5/2021
<b><u>Clerk's File #</u></b>	OPR 2019-0457
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	OPR 2017-0005
<b><u>Project #</u></b>	2019139
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	CR# 22594

<b><u>Submitting Dept</u></b>	ENGINEERING SERVICES
<b><u>Contact Name/Phone</u></b>	KYLE TWOHIG 625-6152
<b><u>Contact E-Mail</u></b>	KTWOHIG@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	0370 PMWEB SOFTWARE 2021-22 MAINTENANCE RENEWAL EXTENSION

## **Agenda Wording**

Extension with PMTech, Inc. dba PMWeb, Inc. for continued professional services of the Capital Project Management Software. Term is July 1, 2021 through June 30, 2023 for \$100,000.00 annually and 10% Admin reserve for each year.

## **Summary (Background)**

The City selected PMWeb via RFP #4196-16 to provide Capital Project Management Software for the Public Works Division for department-wide management of capital improvement projects. PMWeb is a SaaS (Software as a Service) solution that is hosted and maintained by PMWeb.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense \$ 33,333.00

Expense \$ 66,667.00

Expense \$ 10,000.00

Select \$

## **Budget Account**

# 4250-30210-38141-54201-99999

# 0370-30210-44200-54201-99999

# Admin Reserve

#

## **Approvals**

<b><u>Dept Head</u></b>	TWOHIG, KYLE
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

## **Council Notifications**

<b><u>Study Session\Other</u></b>	PIES 5/24/21
<b><u>Council Sponsor</u></b>	Beggs

## **Additional Approvals**

**Purchasing** STOPHER, SALLY

## **Distribution List**

eraea@spokanecity.org  
publicworksaccounting@spokanecity.org  
kgoodman@spokanecity.org  
ktwohig@spokanecity.org  
aduffey@spokanecity.org  
itadmin@spokanecity.org

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services/ITSD
<b>Subject:</b>	Continuation of professional services for Engineering and ICM
<b>Date:</b>	5/7/21
<b>Contact (email &amp; phone):</b>	Kyle Twohig <a href="mailto:ktwohig@spokanecity.org">ktwohig@spokanecity.org</a> 625-6152
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuation of professional services for Engineering and ICM. Agreement to be forwarded for Council approval.

Background/History:

- The City selected PMWeb, Inc through RFP #4196-16 to provide Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that will be hosted and maintained by PMWeb. Professional services are required for on-going training, report development, PMWeb software enhancements, software configuration, and workflow development in support of existing contract OPR2017-0005.

Executive Summary:

- Contract with PMWeb, Inc for Professional Services and Support of the City's capital project management software
- Requesting \$99,875.00 for the extension of this contract over 18 months.
- Term is July 1, 2021 – June 30, 2023.
- Spokane County will share in these support costs pending execution of Interlocal Agreement
- Future developments include audit reporting, electronic procurement of public works projects, version upgrade support, enhanced functionality for multiple funding groups

Budget Impact:

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

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

If new, specify funding source: Revenue from County Participation

Other budget impacts: Revenue from County will offset City costs

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:



**City of Spokane**

**CONTRACT EXTENSION  
WITH COST**

Title: **PROFESSIONAL SERVICES**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMTech, Inc., dba PMWeb**, whose address is 1 Pope Street, Wakefield, Massachusetts 01880, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Capital Project Management Software for the Public Works Division for department wide management of capital improvement projects for the City; and*

*WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated July 8, 2019 and July 25, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on July 1, 2021.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through June 30, 2023.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, per year, including tax, for everything furnished and done under this Contract Extension.

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.

**PMTech, Inc., dba PMWeb**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

21-079



## Change Order Estimate

<b>Date:</b>	4/19/2021	<b>PMWeb Version:</b>	6.0.03
<b>Client:</b>	City of Spokane	<b>Billing Type:</b>	Not To Exceed
<b>Contact:</b>	Kyle Twohig	<b>Target Date:</b>	TBD
<b>Email:</b>	ktwohig@spokanecity.org	<b>Total Hours:</b>	500.00
<b>Phone #:</b>	+1 (509) 625-6152	<b>Rate:</b>	\$200.00 per hour
<b>Scope:</b>	Contract Extension		
<b>Ticket(s):</b>		<b>Total Labor Cost:</b>	\$100,000.00
<b>PMWeb Agent:</b>	Patrick Gaffney	<b>Travel Allowance:</b>	\$0.00
		<b>Total Cost:</b>	\$100,000.00

### Detailed Scope of Work

Extend PMWEB Professional Services Contract OPR 2019-0457 one year.

### Terms

1. Pricing is valid for 30 days.
2. Various Agreements with Full T&C's, if applicable, will be sent once quote is approved
3. To be billed monthly in arrears of services performed on actual billable time and travel expenses incurred up to, but not exceeding, the limits indicated above. Should the time become exhausted, PMWeb reserves the right to cease work until an additional Change Order is executed by both Client and PMWeb.
4. All amounts in U.S. Dollars
5. Travel & expenses, if applicable, will be billed additionally.
6. Upon delivery of services, Client will have 14 calendar days to notify PMWeb of any deficiencies or the work will be deemed completed to the satisfaction of the Client.
7. Customizations and Custom Reports are not supported under the PMWeb Support & Maintenance Agreement. As such all customization support will be billed on a Time & Materials basis. These customizations (if any) are guaranteed to function as per the attached SOW only for the PMWeb version indicated above. Should these customizations cease to function as expected on a version of PMWeb other than that as indicated above, PMWeb reserves the right to refuse to repair them without a signed proposal for said repairs.
8. Should Client opt to cancel the work for this Estimate, PMWeb will charge Client on Actual Time Worked at a rate of \$250.00 per hour up to the "Total Cost" on the Estimate, including any Travel Expenses incurred during the performance of said work

### Additional Provisions

Client has been informed of, and accepts the following additional provisions:

### PMWeb Authorization

**Michael Vernon**

Digitally signed by Michael Vernon  
Date: 2021.04.20 14:02:25 -04'00'

**04/20/2021**

Signature of Authorized Agent

Date

Print Name: **Michael Vernon**

Print Title: **General Counsel**

### City of Spokane Authorization

Signature of Authorized Agent

Date

Print Name: \_\_\_\_\_

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



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

06/07/2021

<b>Date Rec'd</b>	5/25/2021
<b>Clerk's File #</b>	OPR 2021-0362
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	5360-21
<b>Requisition #</b>	CR 22641

<b>Submitting Dept</b>	INTEGRATED CAPITAL MANAGEMENT
<b>Contact Name/Phone</b>	MARK PAPICH 625-6310
<b>Contact E-Mail</b>	MPAPICH@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4250 - CONSULTING CONTRACT FOR I-90 STORMWATER SEPARATION

**Agenda Wording**

Consulting contract with Osborn Consulting Engineers to perform the analysis and design for the stormwater separation of I-90 between Hamilton and Havana.

**Summary (Background)**

There are approximately 30 acres of pollution generating impervious surface on I-90 between Hamilton and Havana that drains to the City's combined sewer system. The City's goal is to separate this area from the combined sewer system. The consultant will provide a 90% design for one of ten sub-basins as well as analysis and recommendations on the other 9 sub-basins. The City received an Ecology grant with no match to fund this work.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Expense	\$ 250,000.00	<b>Budget Account</b>	# 4250-98817-94310-56501-14428
Select	\$		#
Select	\$		#
Select	\$		#

**Approvals**

<b>Dept Head</b>	MILLER, KATHERINE E
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	KECK, KATHLEEN
<b>Legal</b>	ODLE, MARI
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	PIES 5/24/21
<b>Council Sponsor</b>	Beggs

**Additional Approvals**

<b>Purchasing</b>	WAHL, CONNIE	mpapich@spokanecity.org
<b>GRANTS, CONTRACTS &amp; PURCHASING</b>	STOPHER, SALLY	mdavis@spokanecity.org
		Tarelle@osbornconsulting.com

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works & Integrated Capital Management
<b>Subject:</b>	Consulting Contract for WSDOT I-90 Stormwater Separation
<b>Date:</b>	5/24/2021
<b>Author (email &amp; phone):</b>	<a href="mailto:mpapich@spokanecity.org">mpapich@spokanecity.org</a> & 625-6310
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is identified in the 2021-2026 Six Year Citywide Capital Improvement Program.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	None
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve the consulting contract for Osborn Consulting Engineers to perform the analysis and design for the stormwater separation.
<b>Background/History:</b> There are approximately 30 acres of pollution generating impervious surface on I-90 between Hamilton and Havana that drains to the City's combined sewer system. The City's goal is to separate this area from the combined sewer system. The area has been divided into 10 sub-basins. The consultant will provide a 90% design for one of the sub-basins as well as analysis and recommendations on the other 9 sub-basins. The City received an Ecology grant with no match to fund this work. The City received one proposal on the RFQ – from Osborn Consulting Engineers.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>This is an analysis and 90% design for separating and treating stormwater along I-90 between Hamilton and Havana.</li> <li>The contract is fully funded through an Ecology stormwater grant.</li> <li>The contract amount will be \$250,000.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>The 25% match requirement of the grant is programmed through the utilities capital fund.</i>	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**  
**CONSULTANT AGREEMENT**  
**Title: STORMWATER INFILTRATION**  
**FACILITY DESIGN**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **OSBORN CONSULTING, INC.**, whose address is 1800 112<sup>th</sup> Avenue, NE, Suite 220E, Bellevue, Washington 98004, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to conduct the STORMWATER INFILTRATION FACILITY DESIGN; and*

*WHEREAS, the Consultant was selected through Informal Request for Qualifications No. 5360-21.*

*-- 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 June 15, 2021, and ends on January 31, 2022, 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 in Exhibit B, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City 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.

Compensation under this time and materials Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**, including 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.

#### 5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2<sup>nd</sup> Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and 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 Contract 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 Contract.
- 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 a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

## **7. 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. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. 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.

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If

the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

#### **9. SOCIAL EQUITY REQUIREMENTS.**

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. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

#### **10. 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, indemnify, 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.

#### **11. 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 Title 48 RCW;

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; and

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 forty-five (45) 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 forty-five (45) 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.

## **12. 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.

## **13. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

## **14. INDEPENDENT CONSULTANT.**

A. 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. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. 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.

#### **16. 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 require 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.

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or



may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

#### **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the

Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY/PUBLIC RECORDS.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this

Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. 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.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. 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.
- I. 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 of 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.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. 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 contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, 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.

**OSBORN CONSULTING, 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

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services

21-099

## EXHIBIT 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 certifies, 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)

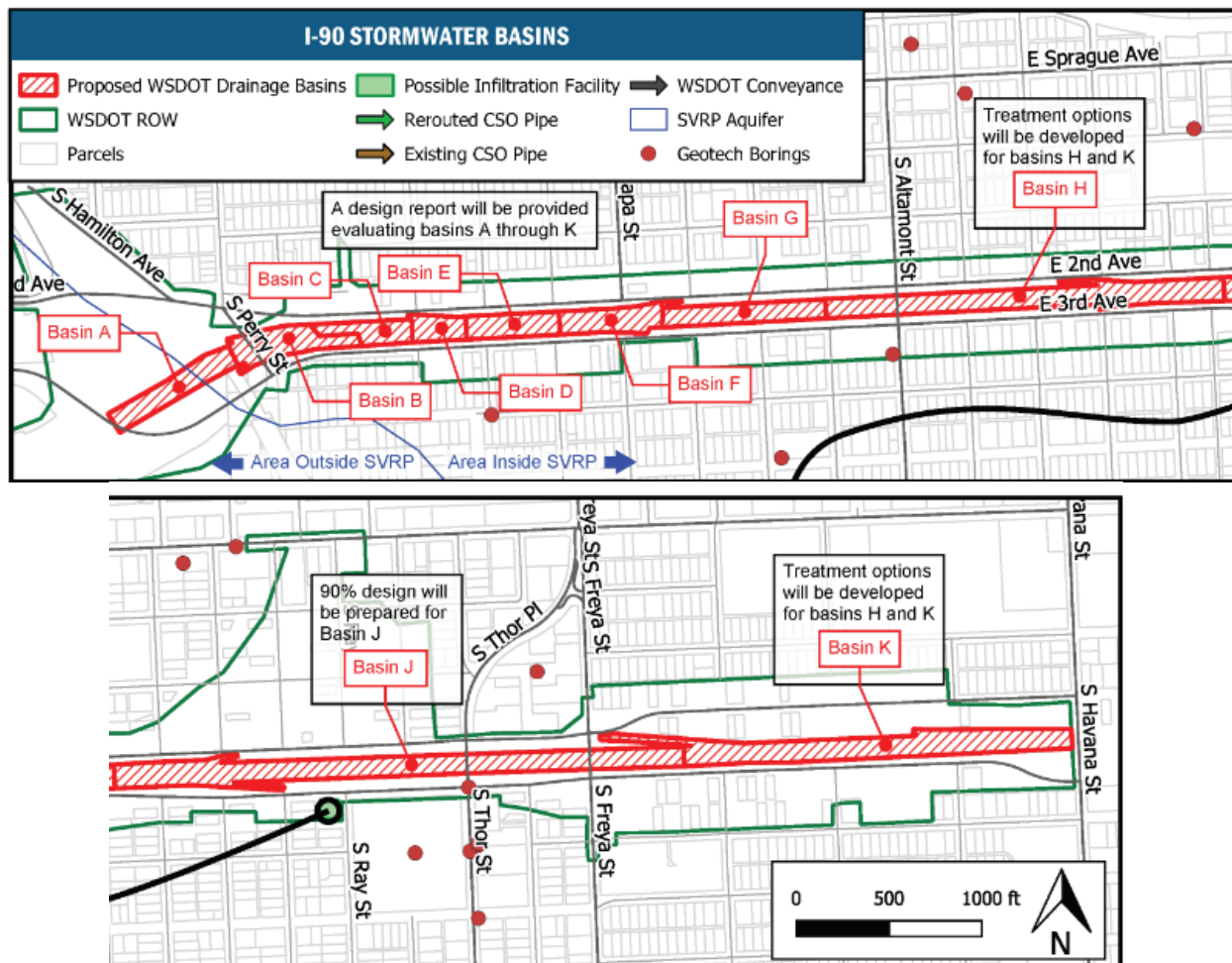
## EXHIBIT B

### SCOPE OF SERVICES

Project:	City of Spokane Stormwater Infiltration Facility Design
Consultant:	Osborn Consulting, Inc. (OCI)
Contract No.:	

## BACKGROUND AND PURPOSE

The purpose of this project is to analyze and design stormwater solutions to remove runoff from the City of Spokane's (City) combined sewer system (CSS) in the area along I-90 between the Hamilton Interchange and Havana Street in East-Central Spokane. This will include evaluating ten (10) drainage basins identified by the City (referred to as Basins "A" through "K") with preliminary delineation confirmations and treatment recommendations, evaluating and recommending treatment alternatives for Basins J, H, and K, with one alternative located in Basin J advancing to 90% design as part of this project. In addition, a cost benefit analysis will be developed to guide and justify the selection of alternatives.



### **Figure 1. Overview of Project Site and Basin Areas**

The project is funded in part by a Stormwater Financial Assistance Program (SFAP) grant administered by the Washington State Department of Ecology (Ecology), with a project completion deadline of December 31, 2021. The project is anticipated to require significant coordination with Ecology and the Washington State Department of Transportation (WSDOT) due to the proximity to WSDOT's future North-South Corridor (NSC) interchange with I-90.

The Osborn Consulting Inc. (OCI, Consultant) team will develop the design and Plans, Specifications, and Estimate (PS&E) to a 90 percent design level for the basin J infiltration facility including the following primary elements:

- Alternatives analysis for the basin areas described in this scope
- Cost benefit alternatives analysis for the Basin J infiltration facility

General assumptions that apply to all tasks are as follows:

- The project design and deliverable will meet the following requirements:
  - Washington State Department of Ecology (Ecology) Water Quality Stormwater Pre-Construction Grant agreement,
  - 2019 Ecology Stormwater Management Manual for Eastern Washington (SWMMEW)
  - Spokane Regional Stormwater Manual (SRSW), April 2008
  - City of Spokane Design Standards, February 2007, including revisions and amendments made or issued thru January 2021
  - City of Spokane Standard Plans, October 2020
  - WSDOT Highway Runoff Manual (2019)
  - WSDOT Hydraulics Manual (2019)
- All coordination with property owners will be handled by the City.
- The proposed improvements will be located within the City or WSDOT right-of-way or within existing City or WSDOT easements.
- The City is responsible for resolving any existing encroachments in the right-of-way.
- Cultural resources permits and forms required by the Ecology grant (05-05/106 Form and Inadvertent Discovery Plan (IDP)) have already been submitted for this project and are not included in this scope of work.
- No modifications to the existing mainline I-90 stormwater infrastructure will be made or considered as part of this design.
- If required, WSDOT Utility Facility Description (or other Utility Permit) forms will not be completed at this stage of design.
- Underground utilities, foundations, and other subsurface structures have been properly abandoned or otherwise removed from the proposed stormwater infiltration facility location.
- No soil contamination is present at the proposed stormwater infiltration facility location and site assessment for potential contamination is not included.
- A SEPA Checklist is not included.
- Planting plans will consist of a hatch pattern which defines plant species and planting requirements.
- The following items are not included in this scope of work:



- Easements, property rights, or writing of legal descriptions and legal exhibits for additional easements
- Traffic Control plans
- Construction staging
- Curb ramp and ADA facilities
- Draft SWPPP
- Relocation plan and coordination of utilities and facilities to be relocated; any relocation of utilities and facilities, if needed, will be noted on the plans. Relocation plans and cost estimates will be provided by utility owners.
- Work beyond the 90% Design Submittal documents defined in this scope.
- The City is responsible for uploading Ecology Grant Deliverables to Ecology's Administration of Grants and Loans (EAGL).
- A separate Drainage Report will not be required to supplement the Ecology Design Report.
- Comments provided by the client on deliverables will be consolidated in one document and limited to one iteration of changes/revisions.
- Comments received following the final 90% Design Submittal will be considered additional work.
- If a subsurface infiltration facility is the selected alternative, structural elements will not be detailed in the plans or specifications. It is assumed these details will be contractor submitted shop drawings. If an at-grade infiltration facility is the selected alternative, structural, electrical, and/or mechanical elements associated with a pump station will not be detailed in the plans or specifications. The objective of this task is to develop the design criteria of these elements of the project to develop performance specifications of either of these elements.
- Any temporary or permanent shoring facilities will not be detailed in the plans or specifications.
- Construction cost estimates will be provided in 2021 construction dollars and will not be inflated for a future construction timeline. Costs will be provided for this project as a standalone project and will not include any cost estimation breakdown by stakeholder.

# TABLE OF CONTENTS

<i>Background and Purpose</i>	<b>13</b>
<i>Work Elements and Scope of Services</i>	<b>17</b>
Task 1 – Project Management & Administration	<b>17</b>
Task 2 – Project Meetings and Presentations	<b>17</b>
Task 3 Data Collection	<b>19</b>
Task 3A Data Collection & Review - General	19
Task 3B – Topographical Survey	20
Task 3C Geotechnical Investigation	21
Task 4 Define Requirements	<b>23</b>
Task 5 Modeling	<b>24</b>
Task 6 Alternatives Analysis	<b>25</b>
Task 7 Design Development	<b>26</b>
Task 7A – Basin J 30% Plans, Cost Estimate	26
Task 7B – Basin J 90% Plans, Specifications, Cost Estimate, and Ecology Design Report	28
<i>Schedule</i>	<b>29</b>
<i>Fees</i>	<b>30</b>

## WORK ELEMENTS AND SCOPE OF SERVICES

---

### TASK 1 – PROJECT MANAGEMENT & ADMINISTRATION

---

*Objective: This task covers the management, administration, and coordination of the work by the Consultant defined in this Contract including project management, preparation of monthly invoices and status reports, project schedule maintenance, and overall coordination with the City.*

#### **Consultant Services**

- Set up and close out the consultant contract.
  - Coordinate and manage the project team in the successful competition of the scope of work tasks.
  - Coordinate with the subconsultants.
  - Prepare and manage the project schedule.
- Prepare submit monthly invoices with attached monthly status reports describing the following:
  - Services completed during the month
  - Services planned for next month
  - Scope/Schedule/Budget issues, if applicable
  - Schedule update and financial status summary
- Prepare and manage issue log with the City and all team members.
- Prepare contract amendments, if needed.

#### **Client Responsibilities**

- Process payment of invoices within 30 calendar days of invoice.
- Attend monthly check-in meetings
- Review and process contract change requests and amendments, if needed.
- Review project deliverables and provide one consolidated list of review comments to OCI within a mutually agreed upon time frame.

#### **Assumptions**

- The project duration is seven (7) months from when the contract is executed to December 31, 2021.
- Invoices will be OCI standard invoice format. Budget assumes seven (7) invoices and status reports over the project duration.

#### **Deliverables**

- Meeting agendas for monthly check-in meetings (emailed to client in PDF format)
- Monthly Invoices and Status Report (emailed to client in a PDF format).
- Project Schedule and Schedule Updates (email PDF).

---

### TASK 2 – PROJECT MEETINGS AND PRESENTATIONS

---

*Objective: This task focuses on meetings and presentations with the City, WSDOT, Ecology, and the other City Departments. Objectives for each meeting and presentation are summarized below. Meetings will be scheduled at key decision points or critical times for information sharing. Table 1 provides a summary of the level of effort budgeted as well as the deliverables.*

### ***Consultant Services***

Prepare for, attend, and provide follow-up for the following meetings and presentations:

- Project Check-in Meetings with the City
  - The purpose of these meetings is to discuss project status with the City (work complete since previous meeting), review upcoming tasks/activities, and provide schedule updates.
  - Materials to be developed for these meetings include an agenda, notes, and action items.
  - Meetings will be held monthly.
  - Develop and manage a OneDrive site for sharing project files with the City.
- Coordination Meetings
  - The purpose of these meetings is to coordinate on the work defined in this scope with Ecology, WSDOT, and staff for other City departments. This is expected to include:
    - (1) Ecology – Coordination regarding meeting grant requirements and responding to Ecology comments on grant deliverables.
    - (2) WSDOT - Coordination regarding NSC design plans and any WSDOT requirements/practices that should be applied/considered for this project to support integration with the NSC work.
    - (3) Other City Departments – Coordination (besides check-in meetings) on elements such as maintenance and other items that will support the success of the project.
  - Materials to be developed for these meetings include an agenda. Follow up tasks include developing meeting minutes (notes) and action items.
  - Meetings will be scheduled as needed by the Consultant project manager.
- Reviewing Public Outreach Documents
  - Due to the project timeline WSDOT public outreach documents will be reviewed in lieu of a public meeting. The purpose of this task is to understand ideas and justification described in public outreach efforts conducted by WSDOT on the portion of the NSC north of I-90, and relate those ideas to the selected alternative for this project (Task 6). We have budgeted up to 16 hours for this work.

### ***Client Responsibilities***

- Attend all meetings and presentations.
- The City will provide OCI with comments on meeting documents prior to the meeting.

### ***Assumptions***

- All meetings will be held via Teams or similar webinar or phone conference format.
- Meeting preparation and follow up work is expected to include developing meeting agendas, meeting notes, meeting materials, and coordinating/scheduling meetings
- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- The Consultant is responsible for scheduling meetings.
- The WSDOT public comment/finding summary will be limited to 1-2 pages.

### ***Deliverables***

- All Meetings: Meeting Agendas, Notes, and Action Items (Word format)

- WSDOT Public Comment/Findings Summary (Word and PDF format)

**Table 1. Summary of Meeting and Presentation Hours**

Consultant Attendees	Number of Meetings	# Staff	Duration (hrs)	Prep & Follow Up (hrs)	Travel (hrs)	Total (hrs)	Grand Total (hrs)	Deliverables (Format)
Project Check-in Meetings with City								
OCI	7	2	1	4	0	70	82	Agenda & Action Items
Geo	2	1	1	1	0	4		
T-O	2	1	1	1	0	4		
BHC	1	1	1	1	0	2		
HRA	1	1	1	1	0	2		
Coordination Meetings with Ecology, WSDOT, and/or Other City Departments								
OCI	7	2	1	4	0	70	72	Agenda & Notes
BHC	1	1	1	1	0	2		

### **TASK 3 DATA COLLECTION**

*Objective: This task focuses on collecting and evaluating existing data, as well as identifying new data collection needs. Meetings will be scheduled at key decision points or critical times for information sharing are billed under Task 2.*

#### **Consultant Services**

The Consultant Team will review available existing site data, provide site survey, and limited geotechnical investigations as described in these scope documents.

#### **Task 3A Data Collection & Review - General**

The Consultant will review available existing site plans and complete a field visit. From this review the consultant will compile a list of missing data needed for this project. The Consultant Team will:

- **Review GIS Data** - Collect and review available GIS layers for the project area from the City and/or WSDOT. Identify any gaps/abnormalities that need to be confirmed during site visits.
- **Review Drainage System Data** – Collect and review existing drainage reports provided by the City and/or WSDOT, record drawings, and existing models. This work is limited to Basins H, J, and K.
- **Review Survey Basemap** – OCI will review the survey basemap prepared by T-O Engineers.
- **Conduct Site Visits** - Conduct site visits to collect data and confirm/document site conditions. We have budgeted 16 hours for this work.
- **Review Groundwater Data** – OCI will identify locations where subsurface data is needed to assess new and existing facilities. This will provide the geotechnical consultant with direction for developing a composite map of the available subsurface data which will be used to identify opportunities for infiltration BMPs.

***City Responsibilities:***

- City will provide available record drawings for this project prior to the kick-off meeting.
- City will arrange for site access (if needed) for Consultant Team personnel.

***Assumptions:***

- All documents and information will be provided to OCI in an electronic format.
- Provide comments based on a mutually agreed upon schedule.

***Deliverables:***

- An Inventory of data reviewed with missing data identified (Excel format emailed to client).

**Task 3B – Topographical Survey**

T-O will provide all work under this task.

***Consultant Services***

- Coordinate and provide a topographical survey of the project design area which is expected to include:
  - Survey is limited to stormwater, combined sewer, and sanitary sewer rim and invert information on 2nd Ave. and 3rd Ave. between Greene St. and Ralph St., as well as 4th Ave., between Greene St. and Ray St.
  - All visible utility features will be located within the right of way of 3rd Ave. 40 feet west of the centerline of Greene St. to 50 feet east of the centerline of Ray St., and within the right of ways of Green St. and Ray St. 200 feet south of the centerline of 3rd Ave.
  - A full topographic survey will be performed within the vacant lots between Ray St. and Greene St. south of 3rd Ave. with its limits extending to the centerline of Green St and 3rd Ave, and the Easterly Gutter line of Ray St.
  - T-O will also locate the top centerline of existing catch basins on the north and south sides of Interstate 90 within the Basin J limits (between Regal St. and Rebecca St). These catch basins will not be measured for inverts, and any visible catch basins in the centerline of I-90 between Regal St. and Rebecca St. will be noted.
  - The topographic survey will be surveyed in a manner capable of creating 1-foot contours with spot elevations to 0.05-foot accuracy on hard surfaces and 0.20-foot accuracy on ground surfaces.
  - Key features to be located will include: utility features, found existing monuments, pavement, trees greater than 6" DBH, sidewalks, curb travelways, etc.
- Underground Utility Mapping
  - The one call utility service will be called to provide contact numbers for existing purveyors occupying the survey area. The one call service will not provide paint marks on the ground unless digging is planned. Each purveyor will be contacted to provide as-built information on existing underground utility lines. These maps will be used as a reference for drawing in the utility lines on the topographic map. Said lines cannot be used as absolute and before any digging occurs, caution must be taken.
  - Pipe sizes inside sewer manholes, storm manholes, catch basins will be measured, however it is difficult to be exactly sure of the size when inverts are deep, in cases where the size is unsure, it will be noted.
- Prepare an existing conditions survey base map, showing a 1-foot contour topographic survey at an appropriate scale.
- Prepare an existing conditions DTM based on the topographic survey data.

***City's Responsibilities:***

- City will provide existing survey base maps and as-built information for the storm drain, sanitary sewer, water systems and any other City utilities in the project area, if available.

***Assumptions:***

- Two-person field survey crews will be utilized to establish site control and perform the majority of the survey.
- All horizontal control will be based on the North American Datum of 1983 (NAD83) Washington Coordinate System, North Zone. All Vertical control will be on the North American Vertical Datum of 1988 (NAVD 88) The horizontal coordinates will be primarily derived using static GPS.
- WSDOT will provide as-built record drawings for the stormwater infrastructure within the I-90 Right-of-Way and will provide to T-O as necessary for supplemental basemap information.
- The catch basin and pipe invert elevations, and flowline/topography between stormwater structures, within the I-90 corridor will not be surveyed.
- Prepared survey plan sheets will be in accordance with the City of Spokane Drafting/CADD Standards (as described in the February 2007 Design Standards (January 2021 revisions), Section 10).
- The limits of the topographic survey shall be within the City of Spokane Right-of-Way, and within the unoccupied lots bound by the limits stated in this scope.
- This scope does not include the resolution of physical encroachments and occupation that may be disclosed during the course of the field survey.
- Utility purveyors will provide as-built drawings
- 4 days is built into the fee for any additional surveying and or revisions not included in this scope.
- The survey control mentioned above is adequate, and any changes to its procedure will be done at additional cost.
- Plan sheet deliverable for the I-90 extents within Basin J limits shall be one sheet and locate the catch basins at the freeway edge as described in this scope. Catch basin northings, eastings, and structure elevations at the top centerline of the structure lid will be tabulated on this plan sheet. Structures near the inner lanes or median of the corridor that were confirmed visually within the Basin J limits will be noted on this plan sheet however no horizontal control or rim elevation will be provided.

***Deliverables:***

- Survey base map and DTM (in AutoCAD Civil3D 2020 (AutoCAD 2013 drawing format).
- Private utility franchise as-built record drawings
- One plan sheet for the I-90 extents within Basin J limits identifying storm structures at the highway outer edge (PDF)
- COGO points included in drawing file, even if not displayed.
- Stamped survey sheets for inclusion in plan set (PDF).

**Task 3C Geotechnical Investigation**

GeoEngineers will provide all work under this task:

***Consultant Services***

GeoEngineers will: (1) review available existing study area data; and (2) conduct a limited geotechnical investigation associated with stormwater conveyance infrastructure in the vicinity of the proposed stormwater disposal location, as described in these scope documents. Optional tasks will proceed with confirmation from the City based on the selected preferred design approach after the Alternatives Analysis. Geotechnical

investigations and infiltration testing will be conducted to confirm field parameters and provide recommendations for the design of any infiltration BMPs.

### **Preliminary Geotechnical Investigation**

GeoEngineers will review publicly available and in-house geotechnical data, and information provided by the City to assess thickness and distribution of geologic soil units and depth to groundwater in the project area, if information is available. The data will be used to develop a composite map that summarizes apparent thickness of permeable sediments and depth to groundwater at existing exploration locations. We anticipate that the composite map can be used by the City to preliminarily evaluate portions of the study area where infiltration likely is feasible or infeasible, and where the existing dataset is not sufficient to make a judgment regarding preliminary feasibility. Where supported by the existing dataset, preliminary infiltration rates for relevant portions of the study area will be provided.

### **Deliverables:**

- Brief Memorandum Detailing Findings including a composite map, Draft and Final (PDF).

### **Geotechnical Investigation**

Consultant Team will provide the following geotechnical services:

- Mark boring locations and notify the Washington Utility Notification Center at least 2 days before mobilizing to the site. As stated above, GeoEngineers will rely on the City to identify all private and City utilities on each site where explorations will be performed.
- Explore subsurface soil and groundwater conditions at the proposed Basin J infiltration facility site near 3rd and Ray by drilling two borings. Borings will be advanced to depths in the range of about 50 to 60 feet below site grade. Provided subcontracted drilling equipment is available, borings will be drilled using sonic drilling methods. Continuous samples will be collected from the borings. Alternatively, borings will be advanced using air rotary drilling equipment. For air-rotary borings, soil samples will be collected at approximate 2.5- to 5-foot-depth intervals using split barrel samplers.
- Geotechnical laboratory testing consisting of: a combination of 10 grain size distributions/ percent fines analysis/ hydrometer analyses; 10 moisture content tests; and 4 each cation exchange capacity and organic matter content.

### **City Responsibilities:**

- As stated above, GeoEngineers will rely on the City to identify all private utilities on each site where explorations will be performed.
- Permission to access the properties will be granted by WSDOT and obtained by the City

### **Assumptions:**

- The borings will be drilled on vacant property owned by WSDOT. Permission to access the properties will be granted by WSDOT and obtained by the City.
- Anticipated duration of the field exploration is 2 (two) days.

### **Deliverables:**

- Results of the Geotechnical Investigation will be provided as part of the subsurface Geotechnical Report (PDF).



### **Geotechnical Report**

After the completion of the investigations and testing, GeoEngineers will summarize results associated with the geotechnical and infiltration testing components of the scope of services. Specific items that will be covered in the report include:

- A site plan with boring exploration locations indicated.
- Interpretive boring exploration logs.
- Results of geotechnical laboratory testing.
- A summary of our subsurface observations, including the distribution and characteristics of surface pavements, subsurface soils, and shallow ground water.
- An evaluation of the feasibility of subsurface disposal of the design stormwater event at the site. Provided the site is feasible, we will provide preliminary estimates of hydraulic conductivity and design infiltration rate(s) for subsurface geologic units. Our estimates will be based on correlation of grain-size data to hydraulic conductivity estimates as presented in applicable stormwater manuals such as the SRSRM, WSDOT HRM, and Ecology SWMMEW
- Recommendations for site preparation and earthwork.
- Recommendations for temporary utility trench excavation inclinations.
- Discussion of feasible shoring alternatives and general recommendations. We will provide engineering soil parameters for up to two shoring systems that are considered to be feasible at the site.
- Suitability of on-site materials for use as structural fill.
- General erosion control recommendations and wet weather construction considerations.
- Recommendations for design of the pump station including: allowable soil bearing pressure, coefficient of friction, settlement estimates, and lateral earth pressures.
- Evaluation of potential data gaps and recommendations for additional exploration, testing, and analysis (such as mounding analyses), as applicable, during future phases of the project.

### **City Responsibilities**

- Review and provide comments based on a mutually agreed upon schedule.

### **Deliverables:**

- Geotechnical Report, Draft and Final (PDF).

### **Assumptions:**

- Potholing is not included in this scope of work. It is assumed that this work will occur when the design is advanced from 90% to 100%.

---

## **TASK 4 DEFINE REQUIREMENTS**

---

*Objective: The purpose of this task is to define and customize requirements which will be used to guide the design including developing concepts and designs.*

### **Consultant Services**

- **Define requirements:** OCI will define requirements that are applicable to the project area. This is expected to include:
  - Identify and summarize applicable requirements within the EWA NPDES Phase II MS4 current permit, the SWMMEW (including the UIC Rule), Spokane Regional Stormwater Manual

- (SRSM), and the WSDOT 2019 Highway Runoff Manual (HRM) and 2019 Hydraulics Manual (HM). This will include developing a summary of the relevant requirements which will be used guide the flow calculations (Task 5), alternatives analyses, and design assumptions for the project.
- **Customize Requirements:** OCI will meet with the City and WSDOT to review the draft summary of requirements and determine if the City and/or WSDOT would like to modify and/or add requirements. This would include items that differ from those defined in the requirements such as design storms, analysis methods, site suitability criteria, assumptions for full pipe, site suitability criteria (for locating infiltration BMPs), etc.
  - We have budgeted up to 40 hours for this work.

### ***Client Responsibilities***

- Identify current and proposed ordinances to OCI.
- Review and comment on draft summary of requirements, customized requirements within the agreed upon schedule.
- Provide official approval of requirements and assumptions.

### ***Assumptions***

- City of Spokane ordinances, design standards, and guidance will be used to define requirements for conveyance systems.
- The SWMMEW will be used to define requirements for BMPs.

### ***Deliverables***

- Draft and Final Summary of Requirements (Table Format, Word).

---

## **TASK 5 MODELING**

---

*Objective: The purpose of this task is to confirm the existing City delineations of WSDOT basins A-K on I-90, calculate expected flows and volumes to the proposed Basin J infiltration facility, and size the facility.*

### ***Consultant Services***

- **Basin Delineation:** OCI will confirm existing basin delineations provided by the City along the I-90 corridor within the limits of Basins A – K as identified in this scope based on available GIS LiDAR contour information and any as-built record drawings provided by WSDOT for stormwater infrastructure in the project vicinity. A summary of the work complete and results will be included in the design report. We have budgeted up to 52 hours for this work.
- **Flow Calculations:** OCI will use a single event model or similar to estimate flows and volumes anticipated to be routed to the Basin J infiltration facility, and to size the facility. Flow calculations will be limited to the extents of Basins H, J, and K. We have budgeted up to 28 hours for this work.
- **Maps:** Up to 8 GIS maps will be developed of the following items:
  - Basin delineation maps for Basins A-K
  - Potential areas for additional facilities and alternative routes for re-directing WSDOT runoff from the City's CSS system as identified by the future flows analysis. This information will be assessed and provided as part of the Basins H, J, and K basin delineation maps only.
  - Proposed conditions map for Basin J indicating proposed stormwater facility at a conceptual level. If determined to be feasible, proposed conditions maps will be created indicated proposed conveyance routing of Basins H and K to the Basin J facility.
  - We have budgeted up to 18 hours for this work.

### ***City Responsibilities:***

- Review and provide feedback on flow calculations parameters and results.
- Provide comments on the draft deliverables within the agreed upon schedule.

### ***Assumptions:***

- Simplified flow calculations will be sufficient to estimate flows and volumes to assess size and feasibility of the proposed Basin J infiltration facility. No conveyance modeling is included in this scope. A single event model to estimate flow rates off of Basin areas and size BMP features.

### ***Deliverables:***

- Basin delineation maps (PDF)
- Electronic copy of flow calculations (will be included in the Ecology Design Report, Task 7)
- Draft and Final GIS maps (PDF)

---

## **TASK 6 ALTERNATIVES ANALYSIS**

---

*Objective: The purpose of this task is to identify and summarize alternative options and a cost benefit analysis for City consideration and selection.*

### ***Consultant Services***

An alternatives analysis will be performed to develop concepts for reducing flows to the CSS in Basins H, J, and K with a single concept selected in Basins J that is moved forward to design. The alternatives analysis will include the following subtasks:

- **Concept Development:**
  - **Basin J Infiltration Facility:** Concept designs will be developed to assess options for a deep infiltration facility, or an at-grade surface infiltration facility which will include gravity or a pump system, respectively. Flow calculations will be performed in Task 5 for two (2) alternative concepts. The selected alternative will be further refined with design details to confirm system sizing.
  - **Routing Basins H and/or K to Basin J Infiltration Facility:** Concept designs will be developed to assess feasibility to reroute I-90 stormwater flows from Basins H and K to the Basin J Infiltration facility. This analysis will involve identifying options for rerouting the conveyance systems to Basin J and assessing the capacity of the Basin J Infiltration Facility and underlying soils for additional stormwater disposal at the proposed site.
  - **Water Quality Treatment BMP (Basins H-K):** Concept designs will be developed to improve water quality in Basins H and K. Concepts are expected to include identifying BMPs that provide runoff treatment (TSS and metals) which could be located in the respective basin. Evaluation will include recommendations for site locations, conceptual design of BMPs, and estimated costs. cost estimates.
- **Select Alternative(s) for Design:**
  - **Cost Benefit Analysis:** OCI will conduct a cost benefit analysis (CBA) for the proposed alternatives using a Value Model/MODA Approach. OCI will meet with the City to review the alternatives and complete the CBA ranking process in collaboration with City staff during a check in or coordination meeting (Task 2). The criteria developed below will be used during the CBA to facilitate the selection of one alternative to move into the design phase (Task 7).

- **Criteria development:** OCI will develop draft scoring criteria based on variables identified during the concept development. The criteria will include identifying variables that may influence the BMP selection such as risks, challenges, opportunities, and maintenance for each identified alternative. These variables may include permitting, community acceptance, cost, funding possibilities, technical feasibility, priority, public outreach ideas (WSDOT NSC documents described in Task 2) and leveraging other activities.
- **Design Report:** OCI will develop a summary that describes the alternatives analysis, flow calculations results, and final recommendations. OCI will develop a draft and final report, integrating comments from the City. The report will be formatted similar to the Ecology Design Report so that the report can be efficiently updated for submittal to Ecology after completing the 60% design (Task 7). The summary will be limited to up to a paragraph describing each alternative, recommendations for site locations, conceptual design of BMPs, and estimated costs.

***City Responsibilities:***

- Identify workshop attendees and attend.
- Provide input on CBA criteria and weighting.
- Review and provide feedback on deliverables within the agreed upon schedule.

***Assumptions:***

- OCI will coordinate with Ecology to confirm proposed BMPs and design solutions are eligible for grant funding.
- OCI will coordinate with City maintenance staff for their input on proposed BMP alternatives.
- Initial flow calculations (Task 5) will be sufficient to support developing alternative options and planning-level cost estimates to assess the feasibility of each alternative.
- Alternatives that cannot be located given the site constraints will be eliminated.
- For Basin J, the selected alternative will advance to 30% design (Task 7). Conceptual designs for the selected Basin H & K alternative will be developed and described in the Design Report (Task 7)

***Deliverables:***

- Cost Benefit Analysis Rubric and Scoring Results (PDF)
- Map of Alternatives, Identifying Proposed BMP Locations and Pipe Sizes for Basins H, J, and K (PDF).
- Draft/Final Design Report that summarizes the alternatives analysis, flow calculations results, and final recommendations. (Word and PDF).

---

**TASK 7 DESIGN DEVELOPMENT**

---

*Objective: With City review and approval of a preferred design alternative, the Consultant will use the preferred alternative to develop the required deliverables up to a 90% Plans, Specifications, and Cost Estimate (PS&E) and Ecology Design Package Submittal for Basin J, and advance conceptual design for Basins H & K.*

**Task 7A – Basin J 30% Plans, Cost Estimate**

The Consultant Team will advance the selected alternative for the Basin J design (from Task 6) to a 30% design level. The 30% design submittal will establish consensus on the design goals and critical project components and allow for City review and comment on the proposed design solution. This task will:

- Prepare 30% cost estimate for the design documented in grant application. This will include identifying items eligible for Ecology funding.
- Create 30% Design-level plans using available information. Plans shall include up to fourteen (14) design sheets, including:
  - Two (2) general project sheets (cover and legend & abbreviations sheets)
  - Four (4) Topographical Survey Existing Conditions sheets
  - Four (4) Plan sheets
  - Four (4) Detail and Cross Section sheets for stormwater features, facilities, or other items.
- Review and provide a potential utility conflict exhibit which will consist of callouts of potential conflicts on an aerial photo.
- Drafting the Ecology Design Report, consisting of the following elements per Ecology's "Design Deliverables for Stormwater Projects with Ecology Funding":
  - Introduction
  - Basin Description
  - Site Description
  - Minimum Requirement/Core Element Analysis
  - Alternatives Considered
  - Design Analysis
  - Quantify the Water Quality Benefit
  - Engineer's Opinion of Probable Cost
  - Proposed Schedule
  - Preliminary Plans and other Attachments
- Respond to the City and Ecology comments provided on the Design Report, 30 % Plans, and 30% Cost Estimate. Update all documents accordingly.

***City Responsibilities:***

- City will provide the latest City title block and other City CAD standards.
- City will provide input and consolidated review comments within the agreed upon schedule.
- City will provide input and review comments on the 30% Submittal documents, including the draft Design Report within the agreed upon schedule.
- City will upload all necessary grant deliverable documents to Ecology's EAGL program.

***Assumptions:***

- Pipe profiles will not be provided at 30% design. Design and details will be conceptual level as needed to communicate design concepts and will include the plan sheets listed in this scope.
- 30% Plans will be developed after initial survey efforts (Task 3B) have been completed.
- 30% Plans will be developed for the selected alternative for Basin J only.
- The Ecology Design Report will be approximately twenty (20) pages plus appendices.
  - The appendices will include the flow calculations (Task 5) and the 30% plan sheets showing the preferred alternative.
  - The 30% plan sheets and cost estimate will be sufficient to meet the "Preliminary Plan Sheets" and "Engineer's Opinion of Probable Cost" elements described in Ecology's "Design Deliverables for Stormwater Projects with Ecology Funding" document for the Design Report.

- The 30% Cost Estimate will be a planning-level estimate and will be developed for the selected alternative for Basin J only.
- Specifications/special provisions will not be prepared until 90% design.
- Ecology review periods will be a maximum of 45 days, however up to 28 days is anticipated, per recent confirmation with Ecology staff related to this project.
- Coordination with Ecology and/or WSDOT related to this task is included in the Task 2 budget.

***Deliverables:***

- 30% Plans (PDF)
- 30% Cost Estimate (Excel and PDF)
- Draft and Final Ecology Design Report (Word and PDF)
- Utility conflict exhibit (PDF)

**Task 7B – Basin J 90% Plans, Specifications, Cost Estimate, and Ecology Design Report**

Upon receipt of an Ecology Design Report Acceptance Letter and City review comments, the Consultant Team will advance the Basin J design from a 30% design level to a 90% design level, with revisions to address City comments on the 30% design submittal. Progressing the project to a 90% design level will be as follows and in accordance with the general assumptions listed below:

- Develop 90% plan sheets. The 90% Plans shall include up to twenty-nine (29) design sheets, including:
  - Three (3) general project sheets (cover, legend & abbreviations, and general notes sheets)
  - Four (4) Topographical Survey Existing Conditions sheets
  - Four (4) TESC and Site Preparation sheets
  - Four (4) Plan and Profile sheets
  - Six (6) Detail and Cross Section sheets for stormwater features, facilities, or other items.
  - Four (4) Restoration sheets
  - Four (4) Detail and Cross Section sheets for proposed restoration
- Revise the 30% Cost Estimate to a 90% design level consistent with revisions to the Plans.
- Create the 90% project specifications and special provisions for the project design and stormwater treatment systems special provisions.
- Create a concept construction schedule.
- Revise the Ecology Design Report in response to Ecology and City comments.
- Submit the 90% Design Package for Ecology and City review and comment

***City Responsibilities:***

- City will provide input and review comments on the 90% Submittal documents, including the draft Design Report within the agreed upon schedule.
- City will provide a Word document of the latest City specifications.
- City will upload all necessary grant deliverable documents to Ecology's EAGL program.

***Assumptions:***

- Specifications will be written in APWA format.
- It is anticipated the 90% submittal documents will be shelved for several years. The 90% project specifications will be created and written at a level sufficient to meet the Ecology grant funding

requirements for the project. Division 1 items will remain in a boiler plate state in anticipation of updates between the 90% and 100% efforts when the project is nearer to construction. Ad-ready specifications will need to be provided in a future package beyond this scope of work. If a pump station is selected as the preferred alternative, specifications for items related to the pump station will be provided in a future package beyond this scope of work.

- Ecology Design Approval Letter must be received before proceeding with the 90% design approach.
- OCI will update the Plans and address City and Ecology review comments prior to producing the final 90% submittal documents.
- The 90% plan sheets will include the plan sheets listed in this scope.
- Coordination with Ecology and/or WSDOT related to this task is included in the Task 2 budget.

***Deliverables:***

- Ecology 90% Design Package Submittal (Draft and Final)
  - Engineer's 90% Construction Estimate of Probable Cost (PDF and Excel Spreadsheet)
  - 90% Project Specifications and Special Provisions (PDF and Word)
  - Ecology Design Report (PDF and Word)
  - Estimated Construction Schedule (PDF)
  - 90% Plans stamped, but not sealed, by a Professional Engineer (PDF)
- City 90% Design Package comment response (tabulated Word or Excel Spreadsheet)
- Ecology 90% Design Package comment response (tabulated Word or Excel Spreadsheet)

## SCHEDULE

Tasks	Anticipated Dates
Task 1 – Project Management and Administration	Entire Project June 2021 – December 2021
Task 2 – Project Meetings and Presentations	Entire Project June 2021 – December 2021
Task 3 – Data Collection	June – August 2021
Task 4 – Define Requirements	June 2021
Task 5 – Modeling	June – July 2021
Task 6 – Alternatives Analysis	June 2021 – August 2021
Task 7 – Design Development	July 2021 – December 2021

## **FEEs**

<b>Tasks</b>	<b>Task Fees</b>
Task 1 – Project Management and Administration	\$26,155
Task 2 – Project Meetings and Presentations	\$34,623
Task 3 – Data Collection	\$57,472
Task 4 – Define Requirements	\$6,869
Task 5 – Modeling	\$11,304
Task 6 – Alternatives Analysis	\$25,309
Task 7 – Design Development	\$88,267
Project Total	<b>\$250,000</b>



## EXHIBIT A SCOPE OF SERVICES

Project:	City of Spokane Stormwater Infiltration Facility Design
Consultant:	Osborn Consulting, Inc. (OCI)
Contract No.:	

### BACKGROUND AND PURPOSE

The purpose of this project is to analyze and design stormwater solutions to remove runoff from the City of Spokane's (City) combined sewer system (CSS) in the area along I-90 between the Hamilton Interchange and Havana Street in East-Central Spokane. This will include evaluating ten (10) drainage basins identified by the City (referred to as Basins "A" through "K") with preliminary delineation confirmations and treatment recommendations, evaluating and recommending treatment alternatives for Basins J, H, and K, with one alternative located in Basin J advancing to 90% design as part of this project. In addition, a cost benefit analysis will be developed to guide and justify the selection of alternatives.

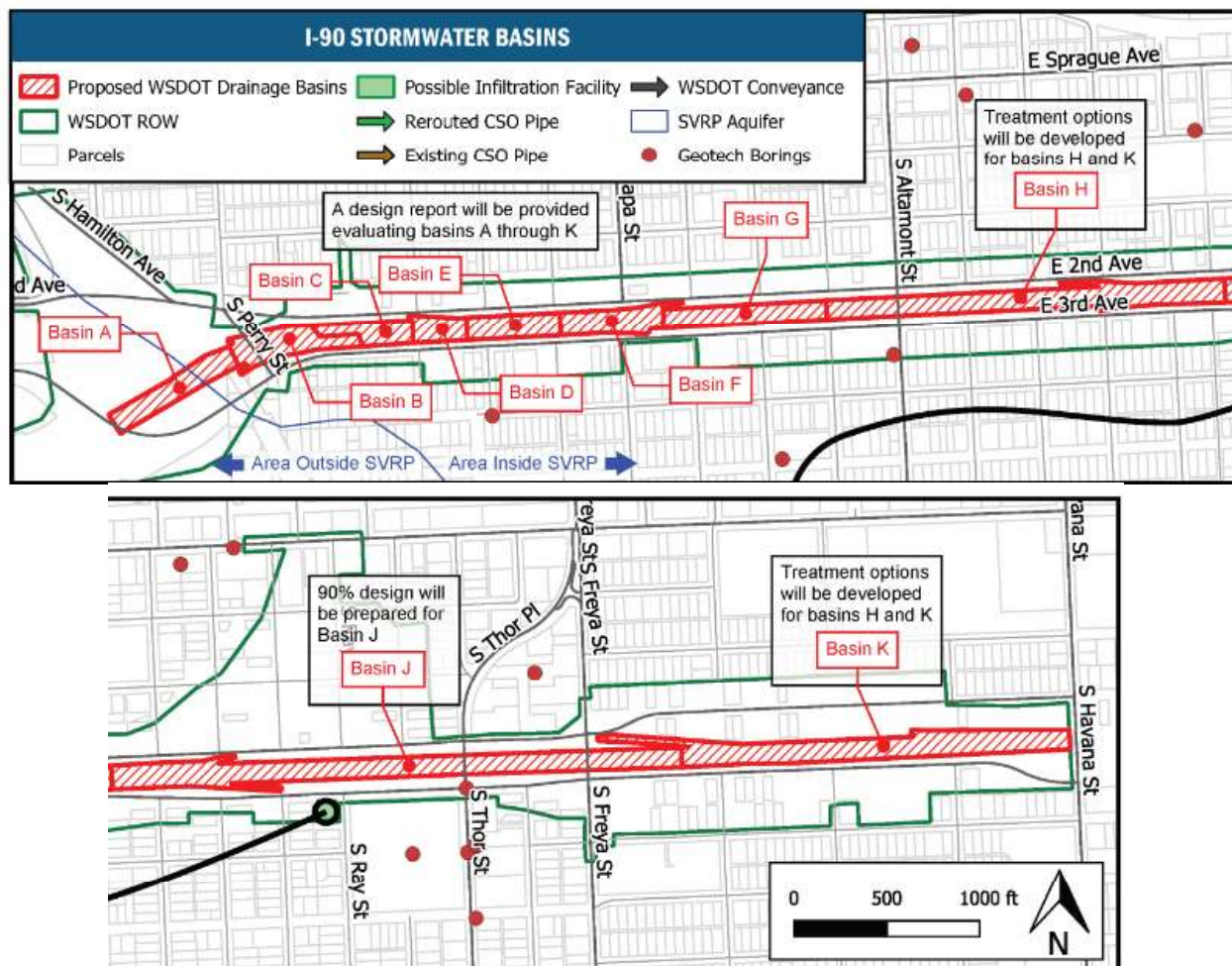


Figure 1. Overview of Project Site and Basin Areas

The project is funded in part by a Stormwater Financial Assistance Program (SFAP) grant administered by the Washington State Department of Ecology (Ecology), with a project completion deadline of December 31, 2021. The project is anticipated to require significant coordination with Ecology and the Washington State Department of Transportation (WSDOT) due to the proximity to WSDOT's future North-South Corridor (NSC) interchange with I-90.

The Osborn Consulting Inc. (OCI, Consultant) team will develop the design and Plans, Specifications, and Estimate (PS&E) to a 90 percent design level for the basin J infiltration facility including the following primary elements:

- Alternatives analysis for the basin areas described in this scope
- Cost benefit alternatives analysis for the Basin J infiltration facility

General assumptions that apply to all tasks are as follows:

- The project design and deliverable will meet the following requirements:
  - Washington State Department of Ecology (Ecology) Water Quality Stormwater Pre-Construction Grant agreement,
  - 2019 Ecology Stormwater Management Manual for Eastern Washington (SWMMEW)
  - Spokane Regional Stormwater Manual (SRSW), April 2008
  - City of Spokane Design Standards, February 2007, including revisions and amendments made or issued thru January 2021
  - City of Spokane Standard Plans, October 2020
  - WSDOT Highway Runoff Manual (2019)
  - WSDOT Hydraulics Manual (2019)
- All coordination with property owners will be handled by the City.
- The proposed improvements will be located within the City or WSDOT right-of-way or within existing City or WSDOT easements.
- The City is responsible for resolving any existing encroachments in the right-of-way.
- Cultural resources permits and forms required by the Ecology grant (05-05/106 Form and Inadvertent Discovery Plan (IDP)) have already been submitted for this project and are not included in this scope of work.
- No modifications to the existing mainline I-90 stormwater infrastructure will be made or considered as part of this design.
- If required, WSDOT Utility Facility Description (or other Utility Permit) forms will not be completed at this stage of design.
- Underground utilities, foundations, and other subsurface structures have been properly abandoned or otherwise removed from the proposed stormwater infiltration facility location.
- No soil contamination is present at the proposed stormwater infiltration facility location and site assessment for potential contamination is not included.
- A SEPA Checklist is not included.
- Planting plans will consist of a hatch pattern which defines plant species and planting requirements.
- The following items are not included in this scope of work:
  - Easements, property rights, or writing of legal descriptions and legal exhibits for additional easements
  - Traffic Control plans

- Construction staging
  - Curb ramp and ADA facilities
  - Draft SWPPP
  - Relocation plan and coordination of utilities and facilities to be relocated; any relocation of utilities and facilities, if needed, will be noted on the plans. Relocation plans and cost estimates will be provided by utility owners.
  - Work beyond the 90% Design Submittal documents defined in this scope.
- The City is responsible for uploading Ecology Grant Deliverables to Ecology's Administration of Grants and Loans (EAGL).
- A separate Drainage Report will not be required to supplement the Ecology Design Report.
- Comments provided by the client on deliverables will be consolidated in one document and limited to one iteration of changes/revisions.
- Comments received following the final 90% Design Submittal will be considered additional work.
- If a subsurface infiltration facility is the selected alternative, structural elements will not be detailed in the plans or specifications. It is assumed these details will be contractor submitted shop drawings. If an at-grade infiltration facility is the selected alternative, structural, electrical, and/or mechanical elements associated with a pump station will not be detailed in the plans or specifications. The objective of this task is to develop the design criteria of these elements of the project to develop performance specifications of either of these elements.
- Any temporary or permanent shoring facilities will not be detailed in the plans or specifications.
- Construction cost estimates will be provided in 2021 construction dollars and will not be inflated for a future construction timeline. Costs will be provided for this project as a standalone project and will not include any cost estimation breakdown by stakeholder.

## TABLE OF CONTENTS

<b>Background and Purpose</b>	<b>1</b>
<b>Work Elements and Scope of Services</b>	<b>5</b>
<b>Task 1 – Project Management &amp; Administration</b>	<b>5</b>
<b>Task 2 – Project Meetings and Presentations</b>	<b>5</b>
<b>Task 3 Data Collection</b>	<b>7</b>
Task 3A Data Collection & Review - General	7
Task 3B – Topographical Survey	8
Task 3C Geotechnical Investigation	9
<b>Task 4 Define Requirements</b>	<b>11</b>
<b>Task 5 Modeling</b>	<b>12</b>
<b>Task 6 Alternatives Analysis</b>	<b>13</b>
<b>Task 7 Design Development</b>	<b>14</b>
Task 7A – Basin J 30% Plans, Cost Estimate	14
Task 7B – Basin J 90% Plans, Specifications, Cost Estimate, and Ecology Design Report	16
<b>Schedule</b>	<b>17</b>
<b>Fees</b>	<b>18</b>

## WORK ELEMENTS AND SCOPE OF SERVICES

---

### TASK 1 – PROJECT MANAGEMENT & ADMINISTRATION

---

*Objective: This task covers the management, administration, and coordination of the work by the Consultant defined in this Contract including project management, preparation of monthly invoices and status reports, project schedule maintenance, and overall coordination with the City.*

#### **Consultant Services**

- Set up and close out the consultant contract.
  - Coordinate and manage the project team in the successful competition of the scope of work tasks.
  - Coordinate with the subconsultants.
  - Prepare and manage the project schedule.
- Prepare submit monthly invoices with attached monthly status reports describing the following:
  - Services completed during the month
  - Services planned for next month
  - Scope/Schedule/Budget issues, if applicable
  - Schedule update and financial status summary
- Prepare and manage issue log with the City and all team members.
- Prepare contract amendments, if needed.

#### **Client Responsibilities**

- Process payment of invoices within 30 calendar days of invoice.
- Attend monthly check-in meetings
- Review and process contract change requests and amendments, if needed.
- Review project deliverables and provide one consolidated list of review comments to OCI within a mutually agreed upon time frame.

#### **Assumptions**

- The project duration is seven (7) months from when the contract is executed to December 31, 2021.
- Invoices will be OCI standard invoice format. Budget assumes seven (7) invoices and status reports over the project duration.

#### **Deliverables**

- Meeting agendas for monthly check-in meetings (emailed to client in PDF format)
- Monthly Invoices and Status Report (emailed to client in a PDF format).
- Project Schedule and Schedule Updates (email PDF).

---

### TASK 2 – PROJECT MEETINGS AND PRESENTATIONS

---

*Objective: This task focuses on meetings and presentations with the City, WSDOT, Ecology, and the other City Departments. Objectives for each meeting and presentation are summarized below. Meetings will be scheduled at key decision points or critical times for information sharing. Table 1 provides a summary of the level of effort budgeted as well as the deliverables.*

#### **Consultant Services**

Prepare for, attend, and provide follow-up for the following meetings and presentations:

- **Project Check-in Meetings with the City**
  - The purpose of these meetings is to discuss project status with the City (work complete since previous meeting), review upcoming tasks/activities, and provide schedule updates.
  - Materials to be developed for these meetings include an agenda, notes, and action items.
  - Meetings will be held monthly.
  - Develop and manage a OneDrive site for sharing project files with the City.
- **Coordination Meetings**
  - The purpose of these meetings is to coordinate on the work defined in this scope with Ecology, WSDOT, and staff for other City departments. This is expected to include:
    - (1) Ecology – Coordination regarding meeting grant requirements and responding to Ecology comments on grant deliverables.
    - (2) WSDOT - Coordination regarding NSC design plans and any WSDOT requirements/practices that should be applied/considered for this project to support integration with the NSC work.
    - (3) Other City Departments – Coordination (besides check-in meetings) on elements such as maintenance and other items that will support the success of the project.
  - Materials to be developed for these meetings include an agenda. Follow up tasks include developing meeting minutes (notes) and action items.
  - Meetings will be scheduled as needed by the Consultant project manager.
- **Reviewing Public Outreach Documents**
  - Due to the project timeline WSDOT public outreach documents will be reviewed in lieu of a public meeting. The purpose of this task is to understand ideas and justification described in public outreach efforts conducted by WSDOT on the portion of the NSC north of I-90, and relate those ideas to the selected alternative for this project (Task 6). We have budgeted up to 16 hours for this work.

### ***Client Responsibilities***

- Attend all meetings and presentations.
- The City will provide OCI with comments on meeting documents prior to the meeting.

### ***Assumptions***

- All meetings will be held via Teams or similar webinar or phone conference format.
- Meeting preparation and follow up work is expected to include developing meeting agendas, meeting notes, meeting materials, and coordinating/scheduling meetings
- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- The Consultant is responsible for scheduling meetings.
- The WSDOT public comment/finding summary will be limited to 1-2 pages.

### ***Deliverables***

- All Meetings: Meeting Agendas, Notes, and Action Items (Word format)
- WSDOT Public Comment/Findings Summary (Word and PDF format)

**Table 1. Summary of Meeting and Presentation Hours**

Consultant Attendees	Number of Meetings	# Staff	Duration (hrs)	Prep & Follow Up (hrs)	Travel (hrs)	Total (hrs)	Grand Total (hrs)	Deliverables (Format)
Project Check-in Meetings with City								
OCI	7	2	1	4	0	70	82	Agenda & Action Items
Geo	2	1	1	1	0	4		
T-O	2	1	1	1	0	4		
BHC	1	1	1	1	0	2		
HRA	1	1	1	1	0	2		
Coordination Meetings with Ecology, WSDOT, and/or Other City Departments								
OCI	7	2	1	4	0	70	72	Agenda & Notes
BHC	1	1	1	1	0	2		

### TASK 3 DATA COLLECTION

*Objective: This task focuses on collecting and evaluating existing data, as well as identifying new data collection needs. Meetings will be scheduled at key decision points or critical times for information sharing are billed under Task 2.*

#### **Consultant Services**

The Consultant Team will review available existing site data, provide site survey, and limited geotechnical investigations as described in these scope documents.

#### **Task 3A Data Collection & Review - General**

The Consultant will review available existing site plans and complete a field visit. From this review the consultant will compile a list of missing data needed for this project. The Consultant Team will:

- **Review GIS Data** - Collect and review available GIS layers for the project area from the City and/or WSDOT. Identify any gaps/abnormalities that need to be confirmed during site visits.
- **Review Drainage System Data** – Collect and review existing drainage reports provided by the City and/or WSDOT, record drawings, and existing models. This work is limited to Basins H, J, and K.
- **Review Survey Basemap** – OCI will review the survey basemap prepared by T-O Engineers.
- **Conduct Site Visits** - Conduct site visits to collect data and confirm/document site conditions. We have budgeted 16 hours for this work.
- **Review Groundwater Data** – OCI will identify locations where subsurface data is needed to assess new and existing facilities. This will provide the geotechnical consultant with direction for developing a composite map of the available subsurface data which will be used to identify opportunities for infiltration BMPs.

#### **City Responsibilities:**

- City will provide available record drawings for this project prior to the kick-off meeting.
- City will arrange for site access (if needed) for Consultant Team personnel.

***Assumptions:***

- All documents and information will be provided to OCI in an electronic format.
- Provide comments based on a mutually agreed upon schedule.

***Deliverables:***

- An Inventory of data reviewed with missing data identified (Excel format emailed to client).

**Task 3B – Topographical Survey**

T-O will provide all work under this task.

***Consultant Services***

- Coordinate and provide a topographical survey of the project design area which is expected to include:
  - Survey is limited to stormwater, combined sewer, and sanitary sewer rim and invert information on 2nd Ave. and 3rd Ave. between Greene St. and Ralph St., as well as 4th Ave., between Greene St. and Ray St.
  - All visible utility features will be located within the right of way of 3rd Ave. 40 feet west of the centerline of Greene St. to 50 feet east of the centerline of Ray St., and within the right of ways of Green St. and Ray St. 200 feet south of the centerline of 3rd Ave.
  - A full topographic survey will be performed within the vacant lots between Ray St. and Greene St. south of 3rd Ave. with its limits extending to the centerline of Green St and 3rd Ave, and the Easterly Gutter line of Ray St.
  - T-O will also locate the top centerline of existing catch basins on the north and south sides of Interstate 90 within the Basin J limits (between Regal St. and Rebecca St). These catch basins will not be measured for inverts, and any visible catch basins in the centerline of I-90 between Regal St. and Rebecca St. will be noted.
  - The topographic survey will be surveyed in a manner capable of creating 1-foot contours with spot elevations to 0.05-foot accuracy on hard surfaces and 0.20-foot accuracy on ground surfaces.
  - Key features to be located will include: utility features, found existing monuments, pavement, trees greater than 6" DBH, sidewalks, curb travelways, etc.
- Underground Utility Mapping
  - The one call utility service will be called to provide contact numbers for existing purveyors occupying the survey area. The one call service will not provide paint marks on the ground unless digging is planned. Each purveyor will be contacted to provide as-built information on existing underground utility lines. These maps will be used as a reference for drawing in the utility lines on the topographic map. Said lines cannot be used as absolute and before any digging occurs, caution must be taken.
  - Pipe sizes inside sewer manholes, storm manholes, catch basins will be measured, however it is difficult to be exactly sure of the size when inverts are deep, in cases where the size is unsure, it will be noted.
- Prepare an existing conditions survey base map, showing a 1-foot contour topographic survey at an appropriate scale.
- Prepare an existing conditions DTM based on the topographic survey data.

***City's Responsibilities:***



- City will provide existing survey base maps and as-built information for the storm drain, sanitary sewer, water systems and any other City utilities in the project area, if available.

***Assumptions:***

- Two-person field survey crews will be utilized to establish site control and perform the majority of the survey.
- All horizontal control will be based on the North American Datum of 1983 (NAD83) Washington Coordinate System, North Zone. All Vertical control will be on the North American Vertical Datum of 1988 (NAVD 88) The horizontal coordinates will be primarily derived using static GPS.
- WSDOT will provide as-built record drawings for the stormwater infrastructure within the I-90 Right-of-Way and will provide to T-O as necessary for supplemental basemap information.
- The catch basin and pipe invert elevations, and flowline/topography between stormwater structures, within the I-90 corridor will not be surveyed.
- Prepared survey plan sheets will be in accordance with the City of Spokane Drafting/CADD Standards (as described in the February 2007 Design Standards (January 2021 revisions), Section 10).
- The limits of the topographic survey shall be within the City of Spokane Right-of-Way, and within the unoccupied lots bound by the limits stated in this scope.
- This scope does not include the resolution of physical encroachments and occupation that may be disclosed during the course of the field survey.
- Utility purveyors will provide as-built drawings
- 4 days is built into the fee for any additional surveying and or revisions not included in this scope.
- The survey control mentioned above is adequate, and any changes to its procedure will be done at additional cost.
- Plan sheet deliverable for the I-90 extents within Basin J limits shall be one sheet and locate the catch basins at the freeway edge as described in this scope. Catch basin northings, eastings, and structure elevations at the top centerline of the structure lid will be tabulated on this plan sheet. Structures near the inner lanes or median of the corridor that were confirmed visually within the Basin J limits will be noted on this plan sheet however no horizontal control or rim elevation will be provided.

***Deliverables:***

- Survey base map and DTM (in AutoCAD Civil3D 2020 (AutoCAD 2013 drawing format).
- Private utility franchise as-built record drawings
- One plan sheet for the I-90 extents within Basin J limits identifying storm structures at the highway outer edge (PDF)
- COGO points included in drawing file, even if not displayed.
- Stamped survey sheets for inclusion in plan set (PDF).

**Task 3C Geotechnical Investigation**

GeoEngineers will provide all work under this task:

***Consultant Services***

GeoEngineers will: (1) review available existing study area data; and (2) conduct a limited geotechnical investigation associated with stormwater conveyance infrastructure in the vicinity of the proposed stormwater disposal location, as described in these scope documents. Optional tasks will proceed with confirmation from the City based on the selected preferred design approach after the Alternatives Analysis. Geotechnical

investigations and infiltration testing will be conducted to confirm field parameters and provide recommendations for the design of any infiltration BMPs.

### **Preliminary Geotechnical Investigation**

GeoEngineers will review publicly available and in-house geotechnical data, and information provided by the City to assess thickness and distribution of geologic soil units and depth to groundwater in the project area, if information is available. The data will be used to develop a composite map that summarizes apparent thickness of permeable sediments and depth to groundwater at existing exploration locations. We anticipate that the composite map can be used by the City to preliminarily evaluate portions of the study area where infiltration likely is feasible or infeasible, and where the existing dataset is not sufficient to make a judgment regarding preliminary feasibility. Where supported by the existing dataset, preliminary infiltration rates for relevant portions of the study area will be provided.

### **Deliverables:**

- Brief Memorandum Detailing Findings including a composite map, Draft and Final (PDF).

### **Geotechnical Investigation**

Consultant Team will provide the following geotechnical services:

- Mark boring locations and notify the Washington Utility Notification Center at least 2 days before mobilizing to the site. As stated above, GeoEngineers will rely on the City to identify all private and City utilities on each site where explorations will be performed.
- Explore subsurface soil and groundwater conditions at the proposed Basin J infiltration facility site near 3rd and Ray by drilling two borings. Borings will be advanced to depths in the range of about 50 to 60 feet below site grade. Provided subcontracted drilling equipment is available, borings will be drilled using sonic drilling methods. Continuous samples will be collected from the borings. Alternatively, borings will be advanced using air rotary drilling equipment. For air-rotary borings, soil samples will be collected at approximate 2.5- to 5-foot-depth intervals using split barrel samplers.
- Geotechnical laboratory testing consisting of: a combination of 10 grain size distributions/ percent fines analysis/ hydrometer analyses; 10 moisture content tests; and 4 each cation exchange capacity and organic matter content.

### **City Responsibilities:**

- As stated above, GeoEngineers will rely on the City to identify all private utilities on each site where explorations will be performed.
- Permission to access the properties will be granted by WSDOT and obtained by the City

### **Assumptions:**

- The borings will be drilled on vacant property owned by WSDOT. Permission to access the properties will be granted by WSDOT and obtained by the City.
- Anticipated duration of the field exploration is 2 (two) days.

### **Deliverables:**

- Results of the Geotechnical Investigation will be provided as part of the subsurface Geotechnical Report (PDF).

### **Geotechnical Report**

After the completion of the investigations and testing, GeoEngineers will summarize results associated with the geotechnical and infiltration testing components of the scope of services. Specific items that will be covered in the report include:

- A site plan with boring exploration locations indicated.
- Interpretive boring exploration logs.
- Results of geotechnical laboratory testing.
- A summary of our subsurface observations, including the distribution and characteristics of surface pavements, subsurface soils, and shallow ground water.
- An evaluation of the feasibility of subsurface disposal of the design stormwater event at the site. Provided the site is feasible, we will provide preliminary estimates of hydraulic conductivity and design infiltration rate(s) for subsurface geologic units. Our estimates will be based on correlation of grain-size data to hydraulic conductivity estimates as presented in applicable stormwater manuals such as the SRSM, WSDOT HRM, and Ecology SWMMEW
- Recommendations for site preparation and earthwork.
- Recommendations for temporary utility trench excavation inclinations.
- Discussion of feasible shoring alternatives and general recommendations. We will provide engineering soil parameters for up to two shoring systems that are considered to be feasible at the site.
- Suitability of on-site materials for use as structural fill.
- General erosion control recommendations and wet weather construction considerations.
- Recommendations for design of the pump station including: allowable soil bearing pressure, coefficient of friction, settlement estimates, and lateral earth pressures.
- Evaluation of potential data gaps and recommendations for additional exploration, testing, and analysis (such as mounding analyses), as applicable, during future phases of the project.

### **City Responsibilities**

- Review and provide comments based on a mutually agreed upon schedule.

### **Deliverables:**

- Geotechnical Report, Draft and Final (PDF).

### **Assumptions:**

- Potholing is not included in this scope of work. It is assumed that this work will occur when the design is advanced from 90% to 100%.

---

## **TASK 4 DEFINE REQUIREMENTS**

---

*Objective: The purpose of this task is to define and customize requirements which will be used to guide the design including developing concepts and designs.*

### **Consultant Services**

- **Define requirements:** OCI will define requirements that are applicable to the project area. This is expected to include:
  - Identify and summarize applicable requirements within the EWA NPDES Phase II MS4 current permit, the SWMMEW (including the UIC Rule), Spokane Regional Stormwater Manual

- (SRSM), and the WSDOT 2019 Highway Runoff Manual (HRM) and 2019 Hydraulics Manual (HM). This will include developing a summary of the relevant requirements which will be used guide the flow calculations (Task 5), alternatives analyses, and design assumptions for the project.
- **Customize Requirements:** OCI will meet with the City and WSDOT to review the draft summary of requirements and determine if the City and/or WSDOT would like to modify and/or add requirements. This would include items that differ from those defined in the requirements such as design storms, analysis methods, site suitability criteria, assumptions for full pipe, site suitability criteria (for locating infiltration BMPs), etc.
  - We have budgeted up to 40 hours for this work.

### ***Client Responsibilities***

- Identify current and proposed ordinances to OCI.
- Review and comment on draft summary of requirements, customized requirements within the agreed upon schedule.
- Provide official approval of requirements and assumptions.

### ***Assumptions***

- City of Spokane ordinances, design standards, and guidance will be used to define requirements for conveyance systems.
- The SWMMEW will be used to define requirements for BMPs.

### ***Deliverables***

- Draft and Final Summary of Requirements (Table Format, Word).

---

## **TASK 5 MODELING**

---

*Objective: The purpose of this task is to confirm the existing City delineations of WSDOT basins A-K on I-90, calculate expected flows and volumes to the proposed Basin J infiltration facility, and size the facility.*

### ***Consultant Services***

- **Basin Delineation:** OCI will confirm existing basin delineations provided by the City along the I-90 corridor within the limits of Basins A – K as identified in this scope based on available GIS LiDAR contour information and any as-built record drawings provided by WSDOT for stormwater infrastructure in the project vicinity. A summary of the work complete and results will be included in the design report. We have budgeted up to 52 hours for this work.
- **Flow Calculations:** OCI will use a single event model or similar to estimate flows and volumes anticipated to be routed to the Basin J infiltration facility, and to size the facility. Flow calculations will be limited to the extents of Basins H, J, and K. We have budgeted up to 28 hours for this work.
- **Maps:** Up to 8 GIS maps will be developed of the following items:
  - Basin delineation maps for Basins A-K
  - Potential areas for additional facilities and alternative routes for re-directing WSDOT runoff from the City's CSS system as identified by the future flows analysis. This information will be assessed and provided as part of the Basins H, J, and K basin delineation maps only.
  - Proposed conditions map for Basin J indicating proposed stormwater facility at a conceptual level. If determined to be feasible, proposed conditions maps will be created indicated proposed conveyance routing of Basins H and K to the Basin J facility.
  - We have budgeted up to 18 hours for this work.

***City Responsibilities:***

- Review and provide feedback on flow calculations parameters and results.
- Provide comments on the draft deliverables within the agreed upon schedule.

***Assumptions:***

- Simplified flow calculations will be sufficient to estimate flows and volumes to assess size and feasibility of the proposed Basin J infiltration facility. No conveyance modeling is included in this scope. A single event model to estimate flow rates off of Basin areas and size BMP features.

***Deliverables:***

- Basin delineation maps (PDF)
- Electronic copy of flow calculations (will be included in the Ecology Design Report, Task 7)
- Draft and Final GIS maps (PDF)

---

## **TASK 6 ALTERNATIVES ANALYSIS**

---

*Objective: The purpose of this task is to identify and summarize alternative options and a cost benefit analysis for City consideration and selection.*

***Consultant Services***

An alternatives analysis will be performed to develop concepts for reducing flows to the CSS in Basins H, J, and K with a single concept selected in Basins J that is moved forward to design. The alternatives analysis will include the following subtasks:

- **Concept Development:**
  - **Basin J Infiltration Facility:** Concept designs will be developed to assess options for a deep infiltration facility, or an at-grade surface infiltration facility which will include gravity or a pump system, respectively. Flow calculations will be performed in Task 5 for two (2) alternative concepts. The selected alternative will be further refined with design details to confirm system sizing.
  - **Routing Basins H and/or K to Basin J Infiltration Facility:** Concept designs will be developed to assess feasibility to reroute I-90 stormwater flows from Basins H and K to the Basin J Infiltration facility. This analysis will involve identifying options for rerouting the conveyance systems to Basin J and assessing the capacity of the Basin J Infiltration Facility and underlying soils for additional stormwater disposal at the proposed site.
  - **Water Quality Treatment BMP (Basins H-K):** Concept designs will be developed to improve water quality in Basins H and K. Concepts are expected to include identifying BMPs that provide runoff treatment (TSS and metals) which could be located in the respective basin. Evaluation will include recommendations for site locations, conceptual design of BMPs, and estimated costs. cost estimates.
- **Select Alternative(s) for Design:**
  - **Cost Benefit Analysis:** OCI will conduct a cost benefit analysis (CBA) for the proposed alternatives using a Value Model/MODA Approach. OCI will meet with the City to review the alternatives and complete the CBA ranking process in collaboration with City staff during a check in or coordination meeting (Task 2). The criteria developed below will be used during the CBA to facilitate the selection of one alternative to move into the design phase (Task 7).

- **Criteria development:** OCI will develop draft scoring criteria based on variables identified during the concept development. The criteria will include identifying variables that may influence the BMP selection such as risks, challenges, opportunities, and maintenance for each identified alternative. These variables may include permitting, community acceptance, cost, funding possibilities, technical feasibility, priority, public outreach ideas (WSDOT NSC documents described in Task 2) and leveraging other activities.
- **Design Report:** OCI will develop a summary that describes the alternatives analysis, flow calculations results, and final recommendations. OCI will develop a draft and final report, integrating comments from the City. The report will be formatted similar to the Ecology Design Report so that the report can be efficiently updated for submittal to Ecology after completing the 60% design (Task 7). The summary will be limited to up to a paragraph describing each alternative, recommendations for site locations, conceptual design of BMPs, and estimated costs.

***City Responsibilities:***

- Identify workshop attendees and attend.
- Provide input on CBA criteria and weighting.
- Review and provide feedback on deliverables within the agreed upon schedule.

***Assumptions:***

- OCI will coordinate with Ecology to confirm proposed BMPs and design solutions are eligible for grant funding.
- OCI will coordinate with City maintenance staff for their input on proposed BMP alternatives.
- Initial flow calculations (Task 5) will be sufficient to support developing alternative options and planning-level cost estimates to assess the feasibility of each alternative.
- Alternatives that cannot be located given the site constraints will be eliminated.
- For Basin J, the selected alternative will advance to 30% design (Task 7). Conceptual designs for the selected Basin H & K alternative will be developed and described in the Design Report (Task 7)

***Deliverables:***

- Cost Benefit Analysis Rubric and Scoring Results (PDF)
- Map of Alternatives, Identifying Proposed BMP Locations and Pipe Sizes for Basins H, J, and K (PDF).
- Draft/Final Design Report that summarizes the alternatives analysis, flow calculations results, and final recommendations. (Word and PDF).

---

**TASK 7 DESIGN DEVELOPMENT**

---

*Objective: With City review and approval of a preferred design alternative, the Consultant will use the preferred alternative to develop the required deliverables up to a 90% Plans, Specifications, and Cost Estimate (PS&E) and Ecology Design Package Submittal for Basin J, and advance conceptual design for Basins H & K.*

**Task 7A – Basin J 30% Plans, Cost Estimate**

The Consultant Team will advance the selected alternative for the Basin J design (from Task 6) to a 30% design level. The 30% design submittal will establish consensus on the design goals and critical project components and allow for City review and comment on the proposed design solution. This task will:

- Prepare 30% cost estimate for the design documented in grant application. This will include identifying items eligible for Ecology funding.
- Create 30% Design-level plans using available information. Plans shall include up to fourteen (14) design sheets, including:
  - Two (2) general project sheets (cover and legend & abbreviations sheets)
  - Four (4) Topographical Survey Existing Conditions sheets
  - Four (4) Plan sheets
  - Four (4) Detail and Cross Section sheets for stormwater features, facilities, or other items.
- Review and provide a potential utility conflict exhibit which will consist of callouts of potential conflicts on an aerial photo.
- Drafting the Ecology Design Report, consisting of the following elements per Ecology's "Design Deliverables for Stormwater Projects with Ecology Funding":
  - Introduction
  - Basin Description
  - Site Description
  - Minimum Requirement/Core Element Analysis
  - Alternatives Considered
  - Design Analysis
  - Quantify the Water Quality Benefit
  - Engineer's Opinion of Probable Cost
  - Proposed Schedule
  - Preliminary Plans and other Attachments
- Respond to the City and Ecology comments provided on the Design Report, 30 % Plans, and 30% Cost Estimate. Update all documents accordingly.

***City Responsibilities:***

- City will provide the latest City title block and other City CAD standards.
- City will provide input and consolidated review comments within the agreed upon schedule.
- City will provide input and review comments on the 30% Submittal documents, including the draft Design Report within the agreed upon schedule.
- City will upload all necessary grant deliverable documents to Ecology's EAGL program.

***Assumptions:***

- Pipe profiles will not be provided at 30% design. Design and details will be conceptual level as needed to communicate design concepts and will include the plan sheets listed in this scope.
- 30% Plans will be developed after initial survey efforts (Task 3B) have been completed.
- 30% Plans will be developed for the selected alternative for Basin J only.
- The Ecology Design Report will be approximately twenty (20) pages plus appendices.
  - The appendices will include the flow calculations (Task 5) and the 30% plan sheets showing the preferred alternative.
  - The 30% plan sheets and cost estimate will be sufficient to meet the "Preliminary Plan Sheets" and "Engineer's Opinion of Probable Cost" elements described in Ecology's "Design Deliverables for Stormwater Projects with Ecology Funding" document for the Design Report.

- The 30% Cost Estimate will be a planning-level estimate and will be developed for the selected alternative for Basin J only.
- Specifications/special provisions will not be prepared until 90% design.
- Ecology review periods will be a maximum of 45 days, however up to 28 days is anticipated, per recent confirmation with Ecology staff related to this project.
- Coordination with Ecology and/or WSDOT related to this task is included in the Task 2 budget.

***Deliverables:***

- 30% Plans (PDF)
- 30% Cost Estimate (Excel and PDF)
- Draft and Final Ecology Design Report (Word and PDF)
- Utility conflict exhibit (PDF)

**Task 7B – Basin J 90% Plans, Specifications, Cost Estimate, and Ecology Design Report**

Upon receipt of an Ecology Design Report Acceptance Letter and City review comments, the Consultant Team will advance the Basin J design from a 30% design level to a 90% design level, with revisions to address City comments on the 30% design submittal. Progressing the project to a 90% design level will be as follows and in accordance with the general assumptions listed below:

- Develop 90% plan sheets. The 90% Plans shall include up to twenty-nine (29) design sheets, including:
  - Three (3) general project sheets (cover, legend & abbreviations, and general notes sheets)
  - Four (4) Topographical Survey Existing Conditions sheets
  - Four (4) TESC and Site Preparation sheets
  - Four (4) Plan and Profile sheets
  - Six (6) Detail and Cross Section sheets for stormwater features, facilities, or other items.
  - Four (4) Restoration sheets
  - Four (4) Detail and Cross Section sheets for proposed restoration
- Revise the 30% Cost Estimate to a 90% design level consistent with revisions to the Plans.
- Create the 90% project specifications and special provisions for the project design and stormwater treatment systems special provisions.
- Create a concept construction schedule.
- Revise the Ecology Design Report in response to Ecology and City comments.
- Submit the 90% Design Package for Ecology and City review and comment

***City Responsibilities:***

- City will provide input and review comments on the 90% Submittal documents, including the draft Design Report within the agreed upon schedule.
- City will provide a Word document of the latest City specifications.
- City will upload all necessary grant deliverable documents to Ecology's EAGL program.

***Assumptions:***

- Specifications will be written in APWA format.
- It is anticipated the 90% submittal documents will be shelved for several years. The 90% project specifications will be created and written at a level sufficient to meet the Ecology grant funding requirements for the project. Division 1 items will remain in a boiler plate state in anticipation of



updates between the 90% and 100% efforts when the project is nearer to construction. Ad-ready specifications will need to be provided in a future package beyond this scope of work. If a pump station is selected as the preferred alternative, specifications for items related to the pump station will be provided in a future package beyond this scope of work.

- Ecology Design Approval Letter must be received before proceeding with the 90% design approach.
- OCI will update the Plans and address City and Ecology review comments prior to producing the final 90% submittal documents.
- The 90% plan sheets will include the plan sheets listed in this scope.
- Coordination with Ecology and/or WSDOT related to this task is included in the Task 2 budget.

***Deliverables:***

- Ecology 90% Design Package Submittal (Draft and Final)
  - Engineer's 90% Construction Estimate of Probable Cost (PDF and Excel Spreadsheet)
  - 90% Project Specifications and Special Provisions (PDF and Word)
  - Ecology Design Report (PDF and Word)
  - Estimated Construction Schedule (PDF)
  - 90% Plans stamped, but not sealed, by a Professional Engineer (PDF)
- City 90% Design Package comment response (tabulated Word or Excel Spreadsheet)
- Ecology 90% Design Package comment response (tabulated Word or Excel Spreadsheet)

## SCHEDULE

Tasks	Anticipated Dates
Task 1 – Project Management and Administration	Entire Project June 2021 – December 2021
Task 2 – Project Meetings and Presentations	Entire Project June 2021 – December 2021
Task 3 – Data Collection	June – August 2021
Task 4 – Define Requirements	June 2021
Task 5 – Modeling	June – July 2021
Task 6 – Alternatives Analysis	June 2021 – August 2021
Task 7 – Design Development	July 2021 – December 2021

## FEEES

Tasks	Task Fees
Task 1 – Project Management and Administration	\$26,155
Task 2 – Project Meetings and Presentations	\$34,623
Task 3 – Data Collection	\$57,472
Task 4 – Define Requirements	\$6,869
Task 5 – Modeling	\$11,304
Task 6 – Alternatives Analysis	\$25,309
Task 7 – Design Development	\$88,267
Project Total	<b>\$250,000</b>



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400

## INFORMAL REQUEST FOR QUALIFICATIONS

<b><u>IRFQu NUMBER:</u> 5360-21</b> <b><u>IRFQu TITLE:</u> STORMWATER INFILTRATION FACILITY DESIGN</b>  <b><u>IRFQu COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</b>  <b><u>PRE-PROPOSAL MEETING:</u> None</b> <b><u>QUESTION DEADLINE:</u> MARCH 23, 2021</b> <b><u>TIME:</u> 5:00 P.M.</b>	<b><u>PROPOSAL DUE DATE:</u> MARCH 31, 2021</b> <b><u>TIME:</u> 3:00 P.M.</b>  <b><u>PROPOSAL SUBMITTAL:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> before the due date and time.</b>
--	---

### 1. GENERAL INFORMATION

**1.1 COMMUNICATION:** All communication between the Proposer and the City for this Informal Request for Qualifications (hereinafter IRFQu) shall be with the IRFQu Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procureware.com>. Any communication directed to other parties is prohibited.

**1.2 BACKGROUND AND PURPOSE:** The City of Spokane, through its Integrated Capital Management Department (hereinafter "City") is initiating this IRFQu to solicit Proposals from Firms interested in providing A&E Services.

This project includes two-miles of Interstate-90, between the Hamilton Interchange and Havana Street, in East Central Spokane. This area includes approximately 30 acres of pollution generating impervious surface (PGIS) that currently drains into a piped WSDOT collection system and then flows into the Cities combined sewer system (CSS). The purpose of this project is to determine stormwater management solutions to remove the Interstate-90 runoff from the CSS.

The City has received a Stormwater Financial Assistance Program (SFAP) grant from the Washington State Department of Ecology (Ecology). The Firm will design a minimum of one stormwater facility using LID best management practices (BMPs) to treat and infiltrate stormwater, and minimize flows to the CSS to achieve the greatest water quality benefit for the lowest cost.

This request is a Roster only process. Only Firms registered on the MRSC Roster <https://mrscrosters.org/> at the time the MRSC Roster Firm list is downloaded are allowed to participate.

**1.3 MINIMUM QUALIFICATIONS:** The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years of experience in stormwater system design.

**1.4 FUNDING:** Any contract awarded as a result of this procurement is contingent upon the availability of funding. This project will be state funded by a Department of Ecology grant. Firms are warned to take into consideration applicable grant requirements in making their Proposal and performing the work.

**1.5 CONTRACT PERIOD:** Any contract resulting from this IRFQu will be for one (1) year. Contract is renewable upon mutual agreement.

**1.6 ADDENDA:** It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this IRFQu.

**1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

Question and answer period	March 15 - 23, 2021 - 5:00 p.m.
Pre-Proposal meeting	NONE
Proposals due	March 31, 2021 – 3:00 p.m.
Evaluation, Negotiation and Contract Award	April, 2021
Begin contract work	April, 2021

The City reserves the right to revise the above schedule.

## **2. SCOPE OF SERVICES**

The Firm will design a minimum of one stormwater facility using EPA SWMM or PCSWMM and LID best management practices (BMPs) to treat and infiltrate stormwater, and minimize flows to CSS to achieve the greatest water quality benefit for the lowest cost. All work must meet the requirements of the SFAP grant.

The City has performed preliminary stormwater basin analysis for the PGIS contributing to stormwater runoff from Interstate-90. The basin has been divided into 10 separate drainage basins and assigned a letter code beginning with 'A' and ending with 'K' labeled from west to east. WSDOT will construct basins A through G as part of the North Spokane Corridor project. The Firm will provide a design report evaluating basins A through K. A stormwater facility will be designed by the Firm for basin J. The Firm will evaluate treatment options and provide recommendations for basins H and K.

The Firm shall ensure the following items are completed and provide the associated deliverables to the City.

1. Environmental review:

A. The Firm will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The project will comply with Executive Order (05-05) cultural resources review requirements. The City will complete and submit an Ecology 05-05/106 Form and provide the approved form to the Firm.

C. The Firm will develop and submit an Inadvertent Discovery Plan (IDP) to the City. An IDP template may be found on the Department of Ecology website.

2. Design Report

The Firm will develop a project Design Report following the requirements of the Washington State Department of Ecology requirements. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, or the Spokane Regional Stormwater Manual. In addition, the Firm will conduct a project cost benefit analysis and provide the results in this report.

### 90 Percent Design Package.

The Firm must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY Website.

### 3. Project Deliverables

The Firm will submit one digital copy of the project deliverables listed below to the City for review. Reduce design figures to 11x17 inches in size and ensure they are legible. Project must be reviewed and accepted in writing by the City to be eligible for reimbursement. The Firm must respond to City comments and receive a Design Report Acceptance Letter prior to proceeding to 90 Percent design.

- SEPA determination documentation.
- Inadvertent Discovery Plan.
- Geotechnical Investigation
- Design Report with Cost Benefit Analysis
- 90 Percent Design Package.

### Tentative Project Schedule:

- Design Report and 30% Design to City 7/30/2021
- 60% Design to City 9/22/2021
- 90% Design to City 11/15/2021
- Grant Expiration 12/31/2021

## **3. PROPOSAL CONTENT**

**3.1 PREPARATION OF PROPOSAL:** Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal and Management Proposal.

**3.2 LETTER OF SUBMITTAL:** The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-Firms:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Acknowledgement that the Firm will comply with all terms and conditions set forth in the IRFQu, unless otherwise agreed by the Agencies.

**3.3 TECHNICAL PROPOSAL:** Proposal content for this section shall include an understanding of the City's requirements and a proposed approach, methodology and comprehensive work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. Provide details describing project team, lines of authority, responsibility and person within the Firm that will have prime responsibility and authority for the work. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of all of the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project as described in the Scope of Services section. This will include team assignments, allocations of resources and a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Describe how Firm will respond proactively to issues and project scope changes. Include any required involvement by City staff.

**3.4 MANAGEMENT PROPOSAL:** Proposal content for this section shall include experience, capabilities and qualifications to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years that relate to the Firm's ability to perform the services needed under this IRFQu. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## **4. PROPOSAL SUBMISSION AND EVALUATION**

**4.1 SUBMISSION OF PROPOSALS:** Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals will not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.

4. In the “Questions” tab, **answer questions and** upload required documents into the bid portal by clicking on “Browse” for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow “Question Response” information message will change from incomplete to complete. Then the “Submit” button will become available.
6. Skip “Pricing Form” tab since no pricing is requested or allowed on a RFQu.
7. Click the “Submit Bid” button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the “I Accept and Submit this Bid” button.
8. If you want to remove your Proposal, click the red “Withdraw Bid” button in the “Response” tab for the applicable Proposal.

**4.2 EVALUATION PROCEDURE:** Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The IRFQu Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

**4.3 EVALUATION SCORING:** The Proposal will be evaluated as follows:

<b>TECHNICAL PROPOSAL</b>		100 points
Project Approach/Methodology/Understanding	50 Points (Maximum)	
Work Plan/Schedule/Deliverables	50 Points (Maximum)	
<b>MANAGEMENT PROPOSAL</b>		80 points
Firm and Staff Experience/Capabilities/Qualifications	80 Points (Maximum)	
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>180 POINTS</b>

**4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT:** This IRFQu does not obligate the City to award a contract. Any contract awarded resulting from this IRFQu is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the IRFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this IRFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

## **5. TERMS AND CONDITIONS**

**5.1 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES:** Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

**5.2 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE:** All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced

by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

**5.3 OWNERSHIP OF DOCUMENTS:** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

**5.4 REVISIONS TO THE IRFQu:** In the event it becomes necessary to revise any part of this IRFQu or provide any other pertinent information, it shall be posted it shall be posted to the City of Spokane's online procurement system <https://spokane.procurement.com>.

The City also reserves the right to cancel or reissue the IRFQu in whole or in part, prior to final award of a contract.

**5.5 ACCEPTANCE PERIOD:** Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

**5.6 COSTS TO PROPOSE:** The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFQu, in conduct of a presentation, or any other activities related to responding to this IRFQu.

**5.7 INTERLOCAL PURCHASE AGREEMENTS:** The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

**5.8 DEBRIEFING OF UNSUCCESSFUL PROPOSERS:** Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

**5.9 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION:** The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business



Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

**5.10 NONDISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract 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 Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

**5.11 BUSINESS REGISTRATION REQUIREMENT:** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

**5.12 PAYMENT:** Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company 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.

**5.13 ANTI-KICKBACK:** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, 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 the contract.

**5.14 DISPUTES:** This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

**5.15 TERMINATION:**

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all sub-consultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **5.16 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

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.

#### **5.17 LIABILITY:**

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

#### **5.18 INSURANCE COVERAGE:**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

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; and

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 contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and

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 contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**5.19 DEPARTMENT OF ECOLOGY COPYRIGHT:** Department of Ecology has copyright with rights to any data or documents created or developed because of or under the contract. Department of Ecology:

- o Retains a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the data or documents.
- o Can authorize others to use the data or documents for federal, state, or local government purposes.

**5.20 DEPARTMENT OF ECOLOGY THIRD PARTY BENEFICIARY:** The Department of Ecology is designated as an express third-party beneficiary.

**5.21 NOTICE OF INTENT TO AWARD:** Following evaluation, a Notification of Intent to Award will be posted and communicated to Proposers through the City of Spokane's online ProcureWare system. A response option through ProcureWare is provided for Proposers wishing to respond to the Notice of Intent to award.

**5.22 CERTIFICATION REGARDING LOBBYING:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall

also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this IRFQu by reference as Attachment 1 "Certification Regarding Lobbying". The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **6. IRFQu ATTACHMENTS**

Attached to this IRFQu and incorporated herein by reference are the following background documents:  
Attachment 1 - Certification Regarding Lobbying Form

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

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

ORD C36053

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

ACCOUNTING

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

MICHELLE HUGHES X6320

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

MHUGHES@SPOKANECITY.ORG

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

Special Budget Ordinance

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

5600 - CREATION OF 3 COMMUNICATION SPECIALIST POSITIONS

**Agenda Wording**

Request authority to add 3.0 additional Civilian FTEs, all Fire Communication Specialists, to support FireComm and the Spokane Fire Department's 911 and incident volume.

**Summary (Background)**

Spokane Fire Department Communications Center (FireComm) currently has 11 FTE's in the budget to staff the unit-4 shift supervisors and 7 communication specialists. Currently 10 positions are filled, with 1 vacancy due to a probationary termination. This is resulting in increased overtime and stress for existing incumbents. The incumbents work a combination of 12-hour, 24-hour, and surge-related staffing/shifts, which is not adequate to service the number of city dispatch calls.

Lease? NO

Grant related? NO

Public Works? NO

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

Revenue \$ \$122,691

# 1630-35210-22551-54201

Expense \$ \$70,283

# 1630-35210-28200-02850

Expense \$ \$52,408

# 1630-35210-28200-52XXX

Select \$

#

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

INGIOSI, PAUL

**Study Session\Other**

F&amp;A 5-17-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CP Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

twallace@spokanecity.org;  
mhughes@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

pingiosi@spokanecity.org; ablain@spokanecity.org

**Additional Approvals****Purchasing****MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

## Briefing Paper

### Finance Committee

<b>Division &amp; Department:</b>	Public Safety, Combined Communications Center (Fund 1630)
<b>Subject:</b>	Creation of 3 Communication Specialist positions
<b>Date:</b>	5/4/21
<b>Author (email &amp; phone):</b>	Jay Atwood 625-7005
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Chief Brian Schaeffer
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Emergency Response Services
<b>Deadline:</b>	
<b>Outcome:</b>	Add 3 communication specialist positions to fund 1630 for dispatch services

#### Background/History:

Spokane Fire Department Communications Center (FireComm) currently has 11 FTE's in the budget to staff the unit - 4 shift supervisors and 7 communication specialists. Currently 10 positions are filled, with 1 vacancy due to a probationary termination. This is resulting in increased overtime and stress for existing incumbents. The incumbents work a combination of 12-hour, 24-hour, and surge-related staffing/shifts, which is not adequate to service the number of city dispatch calls. It has become clear that additional staffing is necessary to handle 911 and incident volume and ensure a safe environment for its employees, SFD Firefighters and the Public.

An agreement with Local 29 to supplement dispatch staffing with three firefighters (provisionally bringing FireComm staff total to 14) as a stopgap measure has made it evident these positions are crucial to the center's success, however it is temporary and sunsets February 2022. Adding three (3) Civilian FTE's now is critical so that those employees can be on-boarded and trained prior to the sunset of that agreement and are required to ensure that service demand and expectations are met. This will result in a total of 14 authorized FTEs.

#### Executive Summary:

- Request authority to add 3.0 additional Civilian FTEs, all Fire Communication Specialists, to support FireComm and the Spokane Fire Department's 911 and incident volume
- Estimated funding for ½ year salary and benefits totals \$122,691
- Funded from a transfer from Contractual Services in the Combined Communications Center Fund
- Results in 14 total authorized FTEs

#### Budget Impact:

Approved in current year budget?      ☐ Yes    ☒ No    ☐ N/A  
 Annual/Reoccurring expenditure?      ☒ Yes    ☐ No    ☐ N/A  
 If new, specify funding source: Reclassify current expenses  
 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: Known challenges/barriers:

ORDINANCE NO C36053

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 various funds, 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 Center Fund, and the budget annexed thereto with reference to the Combined Communications Center Fund, the following changes be made:

FROM:	1630-35210	Combined Communication Center Fund	
	22551-54201	Contractual Services	<u>\$122,691</u>
TO:	1630-35210	Combined Communications Center Fund	
	28200-02850	Fire Communication Specialist (from 11 to 14 positions)	70,283
	28200-52110	Social Security	5,376
	28200-52210	Retirement	7,029
	28200-52310	Medical Insurance	39,593
	28200-52330	Life Insurance	225
	28200-52400	Industrial Insurance	185
			<u>\$122,691</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 increase fulltime equivalents for Communication Specialist to 14 to prepare for temporary positions to return to the fire department 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:**

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

ORD C36054

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

MANAGEMENT &amp; BUDGET

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

PAUL INGIOSI X6061

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

PINGIOSI@SPOKANECITY.ORG

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

Special Budget Ordinance

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

0410 - PARK AQUATICS SUPPORT

**Agenda Wording**

SBO to advance the Parks and Recreation fund approximately \$220,000 from the City's unappropriated reserves to support the 2021 aquatics season.

**Summary (Background)**

The Parks and Recreation Department was significantly impacted by the COVID-19 pandemic during the 2020 program season. Revenue from Park operations and programs decreased nearly 70 percent from 2019 levels with a number of programs and activities canceled, including the 2020 aquatics season. The City will continue to pursue other eligible funding sources and reimburse the General Fund reserves if successful.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ \$220,000

# 0100-99999-99999

Revenue \$ \$220,000

# 0980-89000-97114-80101

Expense \$ \$220,000

# 1400-30210-99999-39710

Revenue \$ \$220,000

# 1400-54150-76902-59951

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

WALLACE, TONYA

**Study Session\Other**

F&amp;A Committee 5-17-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

twallace@spokanecity.org; pingiosi@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mhughes@spokanecity.org; ablain@spokanecity.org

**Additional Approvals****Purchasing****MANAGEMENT & BUDGET**

INGIOSI, PAUL



# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	Parks and Recreation
<b>Subject:</b>	Park Aquatics Support
<b>Date:</b>	05/17/2021
<b>Author (email &amp; phone):</b>	Paul Ingiosi ( <a href="mailto:pingiosi@spokanecity.org">pingiosi@spokanecity.org</a> / 625-6061)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO for Parks and Recreation Aquatics Program
<p><u>Background/History:</u></p> <p>The Parks and Recreation Department was significantly impacted by the COVID-19 pandemic during the 2020 program season. Revenue from Park operations and programs decreased nearly 70 percent from 2019 levels with a number of programs and activities canceled, including the 2020 aquatics season.</p> <p>At the Urban Experience Committee meeting on March 8, 2021, Parks and Recreation staff presented the 2021 aquatics plan, a limited “foundational services” model, running from June through late August and prioritizing water safety programs for the community.</p> <p>On April 12, 2021, the City Council adopted Resolution 2021-0030 expressing support for supplemental aquatics facility and operational funding support for 2021 in an amount not to exceed \$220,000.</p>	
<p><u>Executive Summary:</u></p> <p>The General Fund will advance the Parks and Recreation fund approximately \$220,000 from the City’s unappropriated reserves to support the 2021 aquatics season.</p> <p>The City will continue to pursue other eligible funding sources and reimburse the General Fund reserves if successful.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Reclassify current expenses</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <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: Known challenges/barriers:</p>	

ORDINANCE NO C36054

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 various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Unappropriated Reserves	<u>\$220,000</u>

TO:	0980-89000	General Fund - Allocations	
	97114-80101	Operating Transfers-Out – Parks/Rec	<u>\$220,000</u>

Section 2. That in the budget of the Park Cumulative Reserve Fund, and the budget annexed thereto with reference to the Parks and Recreation Fund, the following changes be made:

FROM:	1400-30210	Parks and Recreation Fund	
	99999-39710	Operating Transfers-In – General Fund	<u>\$220,000</u>

TO:	1400-54150	Parks and Recreation Fund	
	76902-59951	Reserve for Budget Adjustment	<u>\$220,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide budget authority for the Parks and Recreation aquatics program, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

ORD C36055

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

MANAGEMENT &amp; BUDGET

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

PAUL INGIOSI X6061

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

PINGIOSI@SPOKANECITY.ORG

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

Special Budget Ordinance

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

0410 - PARK PLAYGROUND EQUIPMENT

**Agenda Wording**

SBO to replace equipment at the Cannon Park and Logan Peace Park ahead of the 2023-2026 construction window.

**Summary (Background)**

The General Fund will advance the Parks and Recreation fund approximately \$160,000 from the City's unappropriated reserves to allow work to begin on replacing the playground equipment at the Cannon Park and Logan Peace Park locations. The City will continue to pursue other funding sources for the playground equipment and will reimburse the General Fund reserves if successful.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ \$160,000

# 0100-99999-99999

Revenue \$ \$160,000

# 0980-89000-97118-80101

Expense \$ \$160,000

# 1950-54920-99999-39710

Revenue \$ \$160,000

# 1950-54920-94000-56701

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

WALLACE, TONYA

**Study Session\Other**

F&amp;A 5-17-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

twallace@spokanecity.org; pingiosi@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mhughes@spokanecity.org; ablain@spokanecity.org

**Additional Approvals****Purchasing****MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	Parks and Recreation
<b>Subject:</b>	Park Playground Equipment
<b>Date:</b>	05/17/2021
<b>Author (email &amp; phone):</b>	Paul Ingiosi ( <a href="mailto:pingiosi@spokanecity.org">pingiosi@spokanecity.org</a> / 625-6061)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO to Budget for Park Playground Equipment
<p><u>Background/History:</u></p> <p>In the City's 2021-2026 Capital Improvement Program, the Parks and Recreation Department estimates \$600,000 would be needed for playground replacement projects. Replacement projects were scheduled to begin in 2023 with no funding identified for either 2021 or 2022.</p> <p>A need has been identified to replace equipment at the Cannon Park and Logan Peace Park ahead of the 2023-2026 construction window.</p>	
<p><u>Executive Summary:</u></p> <p>The General Fund will advance the Parks and Recreation fund approximately \$160,000 from the City's unappropriated reserves to allow work to begin on replacing the playground equipment at the Cannon Park and Logan Peace Park locations.</p> <p>The City will continue to pursue other funding sources for the playground equipment and will reimburse the General Fund reserves if successful.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Reclassify current expenses</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <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: Known challenges/barriers:</p>	

ORDINANCE NO C36055

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 various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999 99999	General Fund Unappropriated Reserves	<u>\$160,000</u>
TO:	0980-89000 97118-80101	General Fund - Allocations Operating Transfers-Out – Park Reserve	<u>\$160,000</u>

Section 2. That in the budget of the Park Cumulative Reserve Fund, and the budget annexed thereto with reference to the Parks and Recreation Fund, the following changes be made:

FROM:	1950-54920 99999-39710	Park Cumulative Reserve Fund Operating Transfers-In – General Fund	<u>\$160,000</u>
TO:	1950-54920 94000-56701	Park Cumulative Reserve Fund Reserve for Capital Outlay	<u>\$160,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for new playground equipment at Cannon Park and Logan Peace Park, 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:**

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

ORD C36056

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

MANAGEMENT &amp; BUDGET

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

PAUL INGIOSI X6061

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

PINGIOSI@SPOKANECITY.ORG

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

Special Budget Ordinance

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

0410 - SPOKANE POLICE ACADEMY TRAINING RANGE

**Agenda Wording**

SBO to refurbish Spokane Police Academy Training Range.

**Summary (Background)**

The Spokane Police Academy training range requires periodic maintenance and refurbishment. This includes mining a sand berm to remove lead and reconstruction of a support wall for the sand berm. The last lead removal project was approximately four years ago. Approximately \$115,000 in budget authority will be added to the Spokane Police Department's 2021 budget to allow for the refurbishment of the Spokane Police Academy training range.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ \$115,000

# 0100-99999-99999

Revenue \$ \$115,000

# 0680-11480-94000-56301

Select \$

#

Select \$

#

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

WALLACE, TONYA

**Study Session\Other**

F&amp;A 5-17-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****MANAGEMENT & BUDGET**

INGIOSI, PAUL

# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Spokane Police Academy Training Range
<b>Date:</b>	05/17/2021
<b>Author (email &amp; phone):</b>	Paul Ingiosi ( <a href="mailto:pingiosi@spokanecity.org">pingiosi@spokanecity.org</a> / 625-6061)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO to Refurbish Spokane Police Academy Training Range
<b>Background/History:</b> The Spokane Police Academy training range requires periodic maintenance and refurbishment. This includes mining a sand berm to remove lead and reconstruction of a support wall for the sand berm. The last lead removal project was approximately four years ago.	
<b>Executive Summary:</b> Approximately \$115,000 in budget authority will be added to the Spokane Police Department's 2021 budget to allow for the refurbishment of the Spokane Police Academy training range.	
<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: Reclassify current expenses 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: Known challenges/barriers:	

ORDINANCE NO C36056

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 various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Unappropriated Reserves	<u>\$115,000</u>
TO:	0680-11480	Police	
	94000-56301	Other Improvements	<u>\$115,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to refurbish the training range at the Spokane Police Academy, 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:**

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

ORD C36057

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

FINANCE, TREASURY &amp; ADMIN

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

TONYA WALLACE X6845

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

TWALLACE@SPOKANECITY.ORG

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

Special Budget Ordinance

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

0410 - CANNON STREET BUDGET AUTHORITY

**Agenda Wording**

SBO to Establish Budget Authority for the Cannon Street Shelter

**Summary (Background)**

The original contract is set to expire June 30, 2021. The City will need to make capital improvements to the building to transition to year-round operation: day shelter in the summer; overnight warming center in the winter. Washington State Department of Commerce's Emergency Housing Grant and City Community Development Block Grant-Coronavirus grants provide funding for the initial contract to address the COV-19 outbreak related to public health needs of people experiencing homeless or otherwise.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ \$1,100,000

# 0100-99999-99999

Revenue \$ \$1,100,000

# 0300-53011-65410-54201

Select \$

#

Select \$

#

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

WALLACE, TONYA

**Study Session\Other**

F&amp;A Committee 5-17-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

twallace@spokanecity.org; pingiosi@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mhughes@spokanecity.org; ablain@spokanecity.org

**Additional Approvals****Purchasing****MANAGEMENT & BUDGET**

INGIOSI, PAUL

# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	NHHS / Human Services
<b>Subject:</b>	Cannon Street Budget Authority
<b>Date:</b>	05/17/2021
<b>Author (email &amp; phone):</b>	Paul Ingiosi ( <a href="mailto:pingiosi@spokanecity.org">pingiosi@spokanecity.org</a> / 625-6061)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO to Establish Budget Authority for the Cannon Street Shelter
<p><u>Background/History:</u></p> <p>On November 16, 2020, the City entered into a \$750,000 contract with The Guardians Foundation for the administration of a COVID-19 protocol-compliant warming center program located at 527 South Cannon Street. The original contract runs through June 30, 2021 and includes daytime and nighttime emergency shelter services for households without minor children that are experiencing homelessness.</p> <p>Washington State Department of Commerce's Emergency Housing Grant and City Community Development Block Grant-Coronavirus grants provide funding for the initial contract to address the COVID-19 outbreak related to public health needs of people experiencing homeless or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak.</p>	
<p><u>Executive Summary:</u></p> <p>The original contract is set to expire June 30, 2021. The City will need to make capital improvements to the building to transition to year-round operation: day shelter in the summer; overnight warming center in the winter.</p> <p>Budget authority is established from the General Fund's unappropriated reserves for up to \$1,100,000 in contractual services. The City will continue to pursue other funding sources for the shelter and will reimburse the General Fund where successful.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: Reclassify current expenses</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <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: Known challenges/barriers:</p>	

ORDINANCE NO C36057

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 various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Unappropriated Reserves	<u>\$1,100,000</u>
TO:	0300-53011	Human Services	
	65410-54201	Contractual Services	<u>\$1,100,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to establish budget authority for building improvements and the operation of the Cannon Street shelter, 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:**

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

ORD C36058

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

FINANCE, TREASURY &amp; ADMIN

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

TONYA WALLACE X6845

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

TWALLACE@SPOKANECITY.ORG

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

Special Budget Ordinance

**Requisition #**

SBO

**Agenda Item Name**

0410 - NEW DEBT MANAGEMENT SOFTWARE

**Agenda Wording**

The Finance Department requests appropriation for the acquisition and implementation of a debt management module as part of the City's treasury management software platform.

**Summary (Background)**

The City has used Sympro Treasury Management software for its cash & investment portfolio for many years. However, the City primarily manages its debt portfolio (bonds, SIPs, leases) in numerous spreadsheets maintained by a small handful of employees. Sympro has a debt management module that will allow the City to manage its debt and lease portfolio more efficiently.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ \$14,592

# 0410-30400-99999-39747

Revenue \$ \$14,592

# 0410-30400-14230-54820

Expense \$ \$14,592

# 5100-30210-48341-08110

Revenue \$ \$14,592

# 5100-30210-97101-80101

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

HUGHES, MICHELLE

**Study Session\Other**

F&amp;A 5-17-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

twallace@spokanecity.org; pingiosi@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mhughes@spokanecity.org; ablain@spokanecity.org

**Additional Approvals****Purchasing****MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	SBO – New Debt Management Software
<b>Date:</b>	05/05/2021
<b>Author (email &amp; phone):</b>	Tonya Wallace, <a href="mailto:twallace@spokanecity.org">twallace@spokanecity.org</a> , X6845
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance & Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	F&A Division Strategic Plan
<b>Strategic Initiative:</b>	Modernize administrative tools/processes
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Efficiently manage the portfolio of City's debt and leases and track for payment and reporting purposes.
<p><u>Background/History:</u></p> <p>The City has used Sympro Treasury Management software for its cash &amp; investment portfolio for many years. However, the City primarily manages its debt portfolio (bonds, SIPs, leases) in numerous spreadsheets maintained by a small handful of employees. Sympro has a debt management module that will allow the City to manage its debt and lease portfolio more efficiently. The initial costs is \$29,184, which includes implementation costs. The ongoing maintenance cost as a result of this additional module is expected to be \$4,000 per year (prorated to \$2,667 for 2021).</p> <p>The cost of the implementation will be split 50/50 between Finance and Fleet. Rather than having 50% of the total cost in each Department, Finance will bear 100% of the cost and will be reimbursed for half by the Fleet Department. Fleet's portion will come from salary savings from the vacant Assistant Director position. This SBO is needed to create the budget authority for the expense and contribution of Fleet's portion.</p>	
<p><u>Executive Summary:</u></p> <p>The Finance Department requests appropriation for the acquisition and implementation of a debt management module as part of the City's treasury management software platform. The module will allow staff to accurately track leases/vehicle leases, bond payments, and SIP loans. The addition of the this management software will enhance the City's administrative capacity specifically related to vehicle leasing, which is anticipated to increase significantly over the next two years to comply with the Clean Fleet Ordinance.</p> <p>The full implementation cost is \$29,184—50% of which is \$14,592.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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>	
<p><u>Operations Impact:</u></p> <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: Known challenges/barriers:</p>	

ORDINANCE NO C36058

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 General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0410-30400	General Fund	
	99999-39747	Operating Transfer In	<u>\$ 14,592</u>
TO:	0410-30400	General Fund	
	14230-54820	Software Maintenance	<u>\$ 14,592</u>

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

FROM:	5100-30210	Fleet Services Fund	
	48341-08110	Assistance Director Fleet Services	<u>\$ 14,592</u>
TO:	5100-30210	Fleet Services Fund	
	97101-80101	Operating Transfer Out	<u>\$ 14,592</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add a debt service leasing module to Sympro to track vehicle leases 50% of which will be funded by Fleet, 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



**Amendment to Exhibit A  
of the  
City of Spokane / SYMPRO SOFTWARE LICENSE AND SERVICE AGREEMENT  
("Original Agreement")  
Dated November 09, 1999  
By and Between  
SymPro Software and City of Spokane, WA (Licensee)  
Effective Date of this Amendment \_\_\_\_\_**

Emphasys SymPro Software and City of Spokane, WA desire to add additional software modules to the Original Agreement noted above.

1. **Designated Equipment:**  
Workstations: Current generation workstation; 32 or 64 bit operating system; Windows operating systems (7 or 10); minimum 8 GB RAM; 2 GB of storage.  
Networking: Microsoft Windows Server (2008, 2012 and 2016). Hard drive storage: Minimum 4 GB for software and portfolio data, depending on size and type of portfolio(s); 8 GB of RAM; Licensee's Installation: Installation is on a network server. For equipment or operating systems not named in this section, contact SymPro for compatibility information.
2. **Designated Site:**  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201
3. **Software and Services:**  
SymPro Treasury Management Software  
  
Original Modules:  
Investment Management Software  
    Fixed Income  
    Market Pricing  
    General Ledger Interface  
    Multi-User License (3 Concurrent Users, Network)  
    Cash Management  
  
Modules added through this Amendment:  
Debt Management Software  
    Debt Manager  
    Multi-User License (3 Concurrent Users, Network)
4. **Authorized Users:** Network installation with concurrent access and support for 6

Authorized Users.

5. **License and Service Fees:**

a. **License and Service Fees:**

Software License Fee:	\$ 25,000
Client Discount 20%	<u>(\$ 5,000)</u>
Total Software License Fee:	\$ 20,000
Implementation Services:	\$ 4,500
2 days onsite implementation and training	
Conversion of up to 10 outstanding bond issues	
Annual Maintenance and Support (\$ 4,000)	
Prorated to match up with other SymPro products	\$ 2,667
(Period from 05/01/21 - 12/31/21, new modules only)	

6. **Payment Schedule:**

License fees will be invoiced upon installation of the software.  
Service fees will be invoiced as performed.

All other terms and conditions of the Original Agreement remain in effect.

Emphasys Software,  
a Michigan corporation

City of Spokane, WA  
("Licensee")

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

By: \_\_\_\_\_  
(Authorized Representative)

Name: Ken Reimer  
Title: General Manager

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address:  
3675 Mt. Diablo Blvd., Suite #280  
Lafayette, CA 94549  
Tel. No. 510 655 0900  
Fax: 510-655-4064

Address:  
  
Tel. No.  
Fax:



**Exhibit B**  
**to**  
**SYMPRO SOFTWARE LICENSE AND SERVICE AGREEMENT**

By and Between  
SymPro Software and City of Spokane, WA Licensee  
Effective Date \_\_\_\_\_

**Annual Support and Maintenance Plan**

The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: [www.sympro.com](http://www.sympro.com) and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support ([www.sympro.com](http://www.sympro.com))
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all debt and investment types supported within SymPro, including:

Debt

- Serial Bonds
- Term Bonds
- Discount Bonds
- Variable Rate Coupon
- Commercial Paper
- Commercial Paper Discount
- Medium Term Notes

Investments

- |  |                                 |
|--|---------------------------------|
| · Certificates of Deposits                         | · Rolling Repurchase Agreements |
| · Negotiable Certificates of Deposits              | · GNMA, Pass Through            |
| · Checking Accounts                                | · Bankers Acceptances           |
| · Commercial Paper                                 | · Corporate Bonds               |
| · Commercial Paper Discount                        | · Medium Term Notes             |
| · United States Treasury Issues, Coupon & Discount |                                 |
| · Federal Agency Issues, Coupon & Discount         |                                 |

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM - Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email ([support@sympro.com](mailto:support@sympro.com)), 24 hours a day. Answers to "Frequently Asked Questions" are available at [www.sympro.com](http://www.sympro.com), 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee's data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee's issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.

**Not Included:** Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for

investments not supported in the Licensed Software system are not included.

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

06/07/2021

**Date Rec'd**

5/12/2021

**Clerk's File #**

ORD C36059

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

WATER &amp; HYDROELECTRIC SERVICES

**Cross Ref #****Contact Name/Phone**STEPHEN BURNS, 625-7821  
P.E.**Project #****Contact E-Mail**

SBURNS@SPOKANECITY.ORG

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

Special Budget Ordinance

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

4100 - SBO WATER DEPARTMENT EMPLOYEE PARKING LOT BUILD

**Agenda Wording**

The Water Department is requesting a Special Budget Ordinance for the construction of the relocated employee parking that was formerly located on North Foothills and Nevada/Wolverton Court "triangle property" sold to Catholic Charities.

**Summary (Background)**

The new parking lot will be located in the East Yards of the Water Department operational area. For this SBO, the engineer's estimate for the contractor portion of the project is \$1,172,700. Revenue from the sale of the former Water Department employee parking lot will fund this SBO. The project is tentatively scheduled to be advertised for bids via Engineering Services by the beginning of May.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ 1,172,700

# 4100-42490-94340-56501

Revenue \$ 1,172,700

# 4100-99999-99999

Select \$

#

Select \$

#

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

BURNS, STEVE

**Study Session\Other**

Finance and Admin 4/19

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Council President Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

sburns@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

AAlbinmoore@spokanecity.org

**Additional Approvals**

MFeist@spokancity.org

**Purchasing****MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

## Briefing Paper

### Finance and Administration

<b>Division &amp; Department:</b>	Public Works, Water & Hydroelectric Services									
<b>Subject:</b>	SBO – Water Hydroelectric Services Employee Parking Lot Build									
<b>Date:</b>	April 19, 2021									
<b>Author (email &amp; phone):</b>	Stephen Burns, P.E. (sburns@spokanecity.org) 625-7821									
<b>City Council Sponsor:</b>	Council President Beggs									
<b>Executive Sponsor:</b>	Marlene Feist									
<b>Committee(s) Impacted:</b>	Finance and Administration 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>	Will file for Council consideration following committee meeting.									
<b>Outcome:</b>	Building employee parking lot at Water department (N. Foothills)									
<u>Background/History:</u> The Water Department is requesting a Special Budget Ordinance for the construction of the relocated employee parking that was formerly located on North Foothills and Nevada/Wolverton Court ‘triangle property’ sold to Catholic Charities. The new parking lot will be located in the East Yards of the Water Department operational area. For this SBO, the engineer’s estimate for the contractor portion of the project is \$1,172,700. Revenue from the sale of the former Water Department employee parking lot will fund this SBO. The project is tentatively scheduled to be advertised for bids via Engineering Services by the beginning of May. Ideally, the contractor will be able to begin paving work in mid-June. There is a considerable amount of self-performed work by the Water Department for the initial construction of the project in order to keep costs within the limit of the revenue gained from the sale of the property.										
<u>Executive Summary:</u>  The current estimated construction cost (Draft) is: <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">Yards East Parking</th> <th style="text-align: left;">Construction w/8.9% tax</th> <th style="text-align: left;">Construction + CM (15%)</th> </tr> </thead> <tbody> <tr> <td>Contractor</td> <td style="text-align: right;">\$1,035,700</td> <td style="text-align: right;">\$1,172,700</td> </tr> <tr> <td>Water Dept.*</td> <td style="text-align: right;">\$282,900</td> <td style="text-align: right;">\$320,300</td> </tr> </tbody> </table>		Yards East Parking	Construction w/8.9% tax	Construction + CM (15%)	Contractor	\$1,035,700	\$1,172,700	Water Dept.*	\$282,900	\$320,300
Yards East Parking	Construction w/8.9% tax	Construction + CM (15%)								
Contractor	\$1,035,700	\$1,172,700								
Water Dept.*	\$282,900	\$320,300								
The units’ costs could use a little more sprucing up in a few spots, and design is not final yet, so this could vary slightly. This per the current drawings show and west half paving is not included here.										
<u>*Water Dept. self-performed items include (est. at installed cost):</u> Demolition, potholing, erosion control street cleaning, cleaning any ex. drainage structures, removal of structurally unsuitable soil, rough grading, drywells, swale excavation, drain pads/inlets, irrigation										

sleeves, chain link fence relocation/slats, boulders/parking stops, conduits, bollards, and contingent amount of common borrow.

For future consideration, to pave. Landscape, and irrigation swales for the south portion of the west half:

Future (West half)

Rough Est.

\$201,000

\$226,300

This does not include the top 2" final lift of "sanitary zone cap" between Grace and Nevada wellhouses. That would be another \$30k if we do it like last time.

Budget Impact:

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

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

If new, specify funding source: Sale of Property – \$1,060,226.70 (2020) & Reserves

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: Known challenges/barriers:

ORDINANCE NO \_\_\_\_\_

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 Water & Hydroelectric Services 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 Water & Hydroelectric Services Fund, and the budget annexed thereto with reference to the Water & Hydroelectric Services Fund, the following changes be made:

FROM:	4100-99999 99999	Water & Hydroelectric Unappropriated Res	<u>\$ 1,172,700</u>
TO:	4100-42490 94340-56501	Water & Hydroelectric Const. of FA	<u>\$ 1,172,700</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 for the construction of employee parking that was formerly located on North Foothills and Nevada/Wolverton Court "Triangle property" sold to Catholic Charities, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	Public Works, Water & Hydroelectric Services
<b>Subject:</b>	SBO – Water Hydroelectric Services Employee Parking Lot Build
<b>Date:</b>	May 17, 2021
<b>Author (email &amp; phone):</b>	Stephen Burns, P.E. (sburns@spokanecity.org) 625-7821
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Finance and Administration 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>	Will file for Council consideration following committee meeting.
<b>Outcome:</b>	Building employee parking lot at Water department (N. Foothills)
<p><u>Background/History:</u></p> <p>The Water Department is requesting a Special Budget Ordinance to pay for the construction of a replacement employee parking lot, following the sale of the “triangle property” at the northeast corner of North Foothills and Nevada. The SBO will be followed by a request to approve a construction contract for the project in the coming weeks.</p> <p>Initial estimates for the development and construction of the lot were \$2.3 million. The Water Department has worked to revise the design and re-evaluate the project. Engineering Services—our construction experts—reviewed the design documents and confirmed estimates and approach. As a result, this SBO is for \$1.172 million, less than half the original estimate, which covers the engineer’s refined estimate for the project. Revenue from the sale of the triangle property is sufficient to cover this important need.</p>	
<p><u>Executive Summary:</u></p> <p><b>Lot Overview:</b> The proposed employee parking lot will be a paved lot, designed to meet appropriate City of Spokane development standards, as are required by the SMC, to include appropriate lighting and landscaping.</p> <p>There are no projects in the City’s 6-year capital improvement program (CIP) to relocate the water operations. The Water-Wastewater forecast shows insufficient funding to support any move in the next 10 years. Additionally, we are just completing additional improvements to one of the buildings at the North Foothills site to support the Engineering Services’ Construction Management team, making this a campus for two Public Works operations. Investment in a paved lot makes sense.</p> <p><b>Employee Considerations:</b> The 160-space lot is designed to accommodate the 145 Water Department employees who report to the North Foothills location, along with the 45 employees from the Construction Management team, which is relocating to this site as a result of the Spokane Public Schools’ middle school project to the east.</p> <p>The Water Department has consistently provided parking for employees at this location; eliminating parking would be a change in working conditions for these essential workers. Similarly, the construction management team needs consistent access to employee parking, especially considering their work requirements of frequent trips to job sites throughout the City. The improved lot, with</p>	

additional lighting and improved visibility, also will address personal safety concerns that have been raised by employees at this location.

**Water System Protection:** The Water Department site includes two of our source water wells – the Nevada and Grace well stations. Washington state regulations require all Group A water systems to maintain a “sanitary control area” immediately surrounding all drinking water sources to protect them from contamination. That control area would demand that parking around these source wells be paved. Protecting our drinking water is a paramount concern.

**Neighborhood Considerations:** The Water Department sits in a neighborhood that is seeing significant new investment—from both the new middle school under construction to the east of the North Foothills facility and new housing under construction by Catholic Charities. The area is also home to Gonzaga Prep high school. The City should always be a good neighbor; choosing not to accommodate employee parking on site would negatively impact the neighborhood by creating on-street parking challenges. Additionally, the lot would create an improved visual appearance from North Foothills, also helping to improve the neighborhood.

**EV Accommodation:** The parking lot design includes infrastructure to accommodate 10 slow-charging EV stations, which meets the EV requirements in WAC 51-50-0427.

Budget Impact:

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

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

If new, specify funding source: Sale of Property – \$1,060,226.70 (2020) & Reserves

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: Known challenges/barriers:



ORDINANCE NO. C36059

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 Water & Hydroelectric Services 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 Water & Hydroelectric Services Fund, and the budget annexed thereto with reference to the Water & Hydroelectric Services Fund, the following changes be made:

FROM:	4100-99999 99999-28810	Water & Hydroelectric Unappropriated Res	<u>\$ 1,172,000</u>
TO:	4100-42490 94340-56501	Water & Hydroelectric Const. of FA	<u>\$ 1,172,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for the construction of a replacement employee parking lot, following the sale of the "triangle property" at the northeast corner of North Foothills and Nevada, 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:**

06/07/2021

**Date Rec'd**

5/26/2021

**Clerk's File #**

ORD C36060

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

WATER &amp; HYDROELECTRIC SERVICES

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

STEVE BURNS 7840

**Project #****Contact E-Mail**SBURNS@SPOKANECITY.ORGAGEND  
A**Bid #****Agenda Item Type**

Emergency Ordinance

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

4100 ORDINANCE REVISION RE WATER

**Agenda Wording**

Water Ordinance Revision fees and costs to be removed due to Public Rule adopted November 17, 2020.

**Summary (Background)**

The City updated and revised its Water Rate Ordinances in November 2020. During the update process, water fees and costs were removed from the SMC and incorporated into a Public Rule and Procedure Fee Schedule - Rule 4100-20-02, which was adopted on November 17, 2020. The following SMC sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026 and 13.04.2028 were overlooked and omitted from updates and are now inconsistent with the adopted Public Rule and Procedure and out of date. This amendment re-aligns the SMC Provisions with the Public Rule. Time is of the essence and to avoid further conflict and inconsistencies, an emergency exists to shorten time.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

BURNS, STEVE

**Study Session\Other**

PIES 5/24/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

C.P. Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

sburns@spoakecity.org

**For the Mayor**

ORMSBY, MICHAEL

mfeist@spokanecity.org

**Additional Approvals**

eschoedel@spokanecity.org

**Purchasing**

cmorse@spokanecity.org

## ORDINANCE NO. C36060

AN ORDINANCE relating to the rates of Water services, amending SMC Sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026, and 13.04.2028 of chapter 13.04, declaring an emergency and setting an effective date.

WHEREAS, the City updated its water rate ordinances in November 2020 and adopted a Public Rule and Procedure entitled Water & Hydroelectric Department -FEE SCHEDULE, Rule 4100-20-02 on November 17, 2020; and

WHEREAS, SMC sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026 and 13.04.2028 were overlooked and omitted from updates, but were include in the Public Rule; and

WHEREAS, Amendments reflect the removal of some water department fees and update of other water department fees and aligns the SMC sections with the Public Rule; and

WHEREAS, time is of the essence and to avoid further conflict and inconsistencies, an emergency exists to shorten time; - Now, Therefore,

The City of Spokane does ordain:

Section 1: That SMC section 13.04.0608 entitled "Testing Meters" is amended as follows:

### **13.04.0608 Testing Meters – Expense**

- A. Where the accuracy of record of a water meter is questioned, it may be removed at the customer's request and tested in the shops of the water and hydroelectric services department by means of the apparatus there provided or other reasonable means, and a report thereon will be duly made.
- B. It shall be the privilege of the customer to be present at the water and hydroelectric services department shops and witness such test. Both parties to the test must accept the findings so made.
- C. If the test discloses an error against the customer of more than three percent on the meter's registry, the water and hydroelectric services department will bear the entire expense of the test. Where no such error is found, the person who has requested the test shall pay a fee in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule. ~~((of two hundred fifty dollars (\$250.00) for such test.))~~

- D. The director may require a reasonable deposit, sufficient to secure the costs of removal and testing, prior to the test to be refunded if an error against the customer is discovered as above provided.
- E. The fees in this section shall be adjusted as provided in [SMC 13.04.2030](#) and in accordance with [City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule](#)

Section 2: That SMC section 13.04.2022 entitled “Turning Water On or Off – Other Charges” is amended as follows:

**13.04.2022 ((Turning Water On or Off—)) Other Charges**

- A. The fee for valve replacement service for customer-owned meter valves two inches or less is in accordance with [City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule](#). ((-(\$)-))
- B. The fees for frozen meter replacement are in accordance with [City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule](#). ((-as follows:

  - 1. ~~Size of Service / Frozen Meter Replacement Charge.~~
    - a. ~~Five-eighths inch: Two hundred forty dollars (\$240.00).~~
    - b. ~~Three-quarter inch: Two hundred ninety-five dollars (\$295.00).~~
    - c. ~~One-inch: Three hundred fifty-five dollars (\$355.00).~~
    - d. ~~One-and-one-half inch: Four hundred fifty dollars (\$450.00).~~
    - e. ~~Two-inch: Four hundred ninety dollars (\$490.00).))~~

- C. The director assesses a reasonable charge for items not otherwise specifically encompassed herein.
- D. The fees in this section shall be adjusted as provided in [SMC 13.04.2030](#) and in accordance with [City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule](#).

Section 3: That SMC section 13.04.2025 entitled “Tap and Meter Requirements and Fees” is amended as follows:

**13.04.2025 Tap and Meter Requirements and Fees**

- A. Outside City taps must sign a water annexation covenant approved by the City legal department.

- B. Local improvement district and future main extension waivers are required on all approved long services.
- C. Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.
- D. Taps one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than eighty pounds.
- E. Remote reader charges are included in meter fees.
- F. City taps that need to be installed at a time other than normal water department business hours must pay an additional fee in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule ~~((seven hundred fifty dollars (\$750.00)))~~.
- G. Duplexes must have a minimum of one-inch tap and one-inch meter.
- H. Triplexes must have a minimum of two-inch tap and either a one-and-one-half inch or two-inch meter.
- I. Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional five hundred dollars (\$500.00) ~~((two hundred dollars (\$200.00)))~~ for a tapping saddle.
- J. Taps four inches and larger installed by private contractors during a main construction require an inspection fee of two hundred fifty dollars (\$250.00) ~~((one hundred fifty dollars (\$150.00)))~~.

Section 4: That SMC section 13.04.2026 entitled "Small Taps and Meters – Additional" is amended as follows:

#### **13.04.2026 Small Taps and Meters – Additional**

A. The fees associated with small taps and meters are set annually in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule.

~~((A. Tap Fees: [Reserved].~~

~~B. Street:~~

- ~~1. One-inch tap — All: Nine hundred fifty dollars (\$950.00).~~
- ~~2. Two-inch tap — All: One thousand five dollars (\$1,005.00).~~

~~C. Meter Fees:))~~

~~((1))B. All new One-inch and Three-quarter inch residential meters will be installed in a meter box within three feet of property line or in a dedicated utility easement. The meter and box will be sold as one unit.~~

~~((2. Three-quarter inch — Domestic/Meter and Box: One thousand three hundred seventy-five dollars (\$1,375.00)).~~

~~3. Three-quarter inch — Meter: Six hundred fifty dollars (\$650.00).~~

~~4. One-inch — Domestic/Meter and Box: One thousand four hundred thirty-five dollars (\$1,435.00).~~

~~5. One-inch — Meter: Seven hundred fifty-five dollars (\$755.00).~~

~~6. One and one-half inch — Domestic: One thousand four hundred sixty dollars (\$1,460.00).~~

~~7. One and one-half inch — Irrigation: One thousand four hundred seventy dollars (\$1,470.00).~~

~~8. Two-inch — Domestic: One thousand five hundred sixty dollars (\$1,560.00).~~

~~9. Two-inch — Irrigation: One thousand six hundred thirty-five dollars (\$1,635.00).~~

~~10. Two-inch — Fire, with DCVA: One thousand eight hundred ninety-five dollars (\$1,895.00).~~

~~11. Two-inch — Fire, no DCVA: One thousand three hundred eighty dollars (\$1,380.00).~~

~~12. Twenty-four inch concrete box installation — No excavation: One thousand one hundred sixty-five dollars (\$1,165.00).))~~

~~((D))C. ((Prices do not include the)) In addition to costs contained herein and in the Public Rule there is a forty dollars (\$40.00) processing fee for staff costs.~~

~~((E. If a utility offset is needed, the fee will be one thousand five hundred thirty dollars (\$1,530.00)).~~

~~F. Work performed outside of normal business hours will be charged an additional seven hundred fifty dollars (\$750.00).~~

~~G. The fees in this section shall be adjusted as provided in [SMC 13.04.2030](#).~~

H.))D. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 5: That SMC section 13.04.2028 entitled "Large Taps and Meters" is amended as follows:

### **13.04.2028 Large Taps and Meters**

A. The fees associated with large taps and meters are set annually in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule.

~~((The following fees apply to large taps and meters and are firm prices.~~

#### **A. Tap Fees:**

- ~~1. Four-inch tap: Two thousand seven hundred dollars (\$2,700.00).~~
- ~~2. Six-inch tap: Two thousand eight hundred forty-five dollars (\$2,845.00).~~
- ~~3. Eight-inch tap: Three thousand five hundred ten dollars (\$3,510.00).~~
- ~~4. Ten-inch tap: Four thousand three hundred eighty-five dollars (\$4,385.00).~~
- ~~5. Twelve-inch tap: Four thousand six hundred twenty dollars (\$4,620.00).~~

#### **B. Meter Fees:**

- ~~1. Three-inch domestic — With DCVA (TruFlow): Five thousand six hundred ninety dollars (\$5,690.00).~~
- ~~2. Three-inch domestic — No DCVA (TruFlow): Five thousand seventy dollars (\$5,070.00).~~
- ~~3. Three-inch irrigation — With DCVA (Turbine): Four thousand one hundred sixty dollars (\$4,160.00).~~
- ~~4. Three-inch irrigation — No DCVA (Turbine): Three thousand one hundred ten dollars (\$3,110.00).~~
- ~~5. Four-inch domestic — With DCVA (TruFlow): Six thousand eight hundred seventy-five dollars (\$6,875.00).~~
- ~~6. Four-inch domestic — No DCVA (TruFlow): Five thousand nine hundred sixty-five dollars (\$5,965.00).~~

7. ~~Four-inch fire — With DCDVA: Two thousand seven hundred five dollars (\$2,705.00).~~
8. ~~Four-inch fire — No DCDVA (vault): One thousand three hundred seventy-five dollars (\$1,375.00).~~
9. ~~Four-inch fire — No DCDVA (building — bypass only): Six hundred ninety dollars (\$690.00).~~
10. ~~Four-inch fire/dom — With DCVA (Protectus): Nine thousand three hundred sixty dollars (\$9,360.00).~~
11. ~~Four-inch fire/dom — No DCVA (Protectus): Eight thousand five dollars (\$8,005.00).~~
12. ~~Four-inch irrigation — With DCVA (Turbine): Five thousand one hundred seventy-five dollars (\$5,175.00).~~
13. ~~Four-inch irrigation — No DCVA (Turbine): Three thousand eight hundred twenty dollars (\$3,820.00).~~
14. ~~Six-inch domestic — With DCVA (TruFlow): Ten thousand six hundred forty-five dollars (\$10,645.00).~~
15. ~~Six-inch domestic — No DCVA (TruFlow): Nine thousand three hundred fifty dollars (\$9,350.00).~~
16. ~~Six-inch fire — With DCDVA: Three thousand three hundred sixty dollars (\$3,360.00).~~
17. ~~Six-inch fire — No DCDVA (vault): One thousand four hundred ninety-five dollars (\$1,495.00).~~
18. ~~Six-inch fire — No DCDVA (building — bypass only): Six hundred ninety dollars (\$690.00).~~
19. ~~Six-inch fire/dom — With DCVA (Protectus): Thirteen thousand eight hundred forty dollars (\$13,840.00).~~
20. ~~Six-inch fire/dom — No DCVA (Protectus): Eleven thousand nine hundred twenty-five dollars (\$11,925.00).~~
21. ~~Six-inch irrigation — With DCVA (Turbine): Nine thousand one hundred five dollars (\$9,105.00).~~
22. ~~Six-inch irrigation — No DCVA (Turbine): Seven thousand one hundred ninety dollars (\$7,190.00).~~



~~23. Eight-inch fire — With DCDVA: Five thousand eight hundred twenty dollars (\$5,820.00).~~

~~24. Eight-inch fire — No DCDVA (vault): One thousand eight hundred forty-five dollars (\$1,845.00).~~

~~25. Eight-inch fire — No DCDVA (building — bypass only): Six hundred ninety dollars (\$690.00).~~

~~26. Eight-inch fire/dom — With DCVA (Protectus): Nineteen thousand three hundred forty dollars (\$19,340.00).~~

~~27. Eight-inch fire/dom — No DCVA (Protectus): Fifteen thousand nine hundred five dollars (\$15,905.00).~~

~~28. Ten-inch fire — With DCDVA: Six thousand one hundred ninety-five dollars (\$6,195.00).~~

~~29. Ten-inch fire — No DCDVA (vault): One thousand nine hundred dollars (\$1,900.00).~~

~~30. Ten-inch fire — No DCDVA (building — bypass only): Six hundred ninety dollars (\$690.00).~~

~~31. Ten-inch fire/dom — With DCVA (Protectus): Estimate required.~~

~~32. Ten-inch fire/dom — No DCVA: Estimate required.))~~

~~((C)) B. In addition to costs contained herein and in the Public Rule there is a forty dollars (\$40.00) processing fee for staff costs. ((Prices do not include the forty dollars (\$40.00) processing fee for staff costs.))~~

~~((D. If a utility offset is needed, the fee will be one thousand five hundred thirty dollars (\$1,530.00).~~

~~E. Work performed outside of normal business hours will be charged an additional seven hundred fifty dollars (\$750.00).~~

~~F. The fees in this section shall be adjusted as provided in [SMC 13.04.2030](#).)~~

~~((G))C. Permit shall be valid for twelve months after which it will expire and a new permit will be required.~~

Section 6: Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_, 2021.

Section 7: Emergency Clause. This ordinance is necessary for the immediate preservation of the support of city government and its existing public institutions.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Briefing Paper

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Division &amp; Department:</b>	Water and Hydroelectric Department
<b>Subject:</b>	Ordinance Amendment – Update Water Fees
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	Elizabeth Schoedel, <a href="mailto:Eschoedel@spokanecity.org">Eschoedel@spokanecity.org</a> ; 509-625-6232
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Steve Burns
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability (PIES) Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Municipal Code Update for Water service fees, amending SMC Sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026, and 13.04.2028
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	N/A
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amend SMC for Water service fees, amending SMC Sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026, and 13.04.2028
<p><b>Background/History:</b> <i>The City updated and revised its Water Rate Ordinances in November 2020. During the update process, water fees and costs were removed from the SMC and incorporated into a Public Rule and Procedure Fee Schedule – Rule 4100-20-02, which was adopted on November 17, 2020.</i></p> <p><i>The following SMC sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026 and 13.04.2028 were overlooked and omitted from updates and are now inconsistent with the adopted Public Rule and Procedure and out of date. This amendment re-aligns the SMC Provisions with the Public Rule. Time is of the essence and to avoid further conflict and inconsistencies, an emergency exists to shorten time.</i></p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>The City updated its water rate ordinances in November 2020 and adopted a Public Rule and Procedure entitled Water &amp; Hydroelectric Department -FEE SCHEDULE, Rule 4100-20-02 on November 17, 2020.</li> <li>SMC sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026 and 13.04.2028 were overlooked and omitted from updates, but were included in the Public Rule.</li> <li>Amendments reflect the removal of some water department fees and update of other water department fees and aligns the SMC sections with the Public Rule.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

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

04/12/2021

<u>Date Rec'd</u>	3/31/2021
<u>Clerk's File #</u>	RES 2021-0029
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING & ECONOMIC	<u>Cross Ref #</u>	RES 2021-0023
<u>Contact Name/Phone</u>	LOUIS MEULER 6096	<u>Project #</u>	
<u>Contact E-Mail</u>	LMEULER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650 2021 PLAN COMMISSION WORK PROGRAM		

Agenda Wording

Pursuant to SMC 4.12.080, "In conjunction with the development of a schedule for City consideration of planning and policy issues, the city council will by resolution adopt an annual schedule which will assign certain policy and planning issues

Summary (Background)

Annual adoption of the Plan Commission Work Program

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session\Other</u> 3/8/21 Urban
<u>Division Director</u>	BECKER, KRIS	<u>Council Sponsor</u> Lori Kinnear
<u>Finance</u>	DUFFEY, ANDREW	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	lmeuler@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	jchurchill@spokanecity.org
<u>Additional Approvals</u>		kbecker@spokanecity.org
<u>Purchasing</u>		tblack@spokanecity.org
		jrichman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

for commission consideration." After a joint meeting between the Plan Commission and City Council in late 2020, on planning and policy issues, and after further consideration the Plan Commission is forwarding their recommended work program for City Council consideration. The Plan Commission desires that the Council prioritize the work program items to best help facilitate scheduling of projects as resources are available.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


# Briefing Paper

## Urban Development Committee

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	2021 Plan Commission Work Program
<b>Date:</b>	3/8/2021 Urban Development Committee meeting
<b>Contact (email &amp; phone):</b>	Louis Meuler, <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096
<b>City Council Sponsor:</b>	Councilwoman and Plan Commission Liaison Lori Kinnear
<b>Executive Sponsor:</b>	Louis Meuler
<b>Committee(s) Impacted:</b>	Urban Development
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan
<b>Strategic Initiative:</b>	Urban Development / City Planning
<b>Deadline:</b>	ASAP
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of the 2021 Plan Commission Work Program by Council
<b>Background/History:</b> Annual adoption of the Plan Commission Work Program	
<b>Executive Summary:</b> <p>Pursuant to SMC 4.12.080, “In conjunction with the development of a schedule for City consideration of planning and policy issues, the city council will by resolution adopt an annual schedule which will assign certain policy and planning issues for commission consideration.”</p> <p>After a joint meeting between the Plan Commission and City Council in late 2020, on planning and policy issues, and after further consideration the Plan Commission is forwarding their recommended work program for City Council consideration. The Plan Commission desires that the Council prioritize the work program items to best help facilitate scheduling of projects as resources are available.</p>	
<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.)	
<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	

## RESOLUTION NO. 2021-0029

A resolution approving the Plan Commission's 2021 Work Program.

**WHEREAS**, pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program, which assigns certain policy and planning issues for consideration by the Plan Commission; and

**WHEREAS**, SMC 4.12.080 requires that the Plan Commission shall, when requested by City Council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the City Council its recommendations and a summary and analysis of the comments received from the public; and

**WHEREAS**, the City Council and the Plan Commission met on January 28, 2021 to review and discuss the proposed Plan Commission 2021 Work Program; and

**WHEREAS**, the Plan Commission voted to recommend approval of the attached Plan Commission 2021 Work Program at their meeting held on March 10<sup>th</sup>, 2021.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby adopts the Plan Commission's 2021 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Plan Commission for 2021.

**BE IT ALSO RESOLVED** that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Chairperson of the Plan Commission, the Planning Director and the City Council liaison to the Plan Commission to coordinate the implementation of the work program.

**BE IT FURTHER RESOLVED** that the Council and the Plan Commission commit to review the 2021 Work Program periodically to determine if further revisions to the Work Program are necessary.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

### Plan Commission 2021 Work Plan

Project Name	Start/Status	Plan Commission Review	Project Completion
2020 Development Code (UDC) Maintenance	In Progress	Q1-2021	Q2-2021
Downtown Plan Update	In Progress	Q1-2021	Q2-2021
* Downtown Plan & North Bank Implementation as needed: Codes and Guidelines	Q3-2021	Q4-2021	Q1-2022
Housing Action Plan	In Progress	Q1-2021	Q2-2021
* Housing Action Plan Implementation - Missing Middle Housing	TBD	TBD	TBD
Accessory Dwelling Unit - (ADU) Code Update	Q2-2021	Q3-2021	Q4-2021
Review and Potentially Implement Items that did not move forward from Phase I Infill Housing Project	TBD	TBD	TBD
Design Guidelines – Shoreline, Public Projects, PUD, Skywalk, etc.	In Progress	Q2-2021	Q3-2021
Capital Facilities Chapter Update - Water	In Progress	TBD	TBD
Capital Facilities Chapter Update - Sewer	TBD	TBD	TBD
Highway 2 - West Plains Transportation Study - WSDOT Lead	In Progress	TBD	TBD
U.S. 195 / I-90 Transportation Study - SRTC Lead	In Progress	Q3-2021	Q4-2021
Division Street Study - Finish Phase 1 - Start Phase 2 - SRTC Lead	In Progress	Q3-2021	Q4-2021
"City Line" TOD Overlay Plan Implementation	In Progress	Q3-2021	Q4-2021
Transit Oriented Development Centers and Corridors Planning - I.E. Monroe / 9th and Perry	Q2-2021	Q3-2021	Q4-2021
2021 Unified Development Code Clean-up	Q2-2021	Q3-2021	Q4-2021
Short Term Rental Housing Ordinance Update	TBD	TBD	TBD
North Town - Center Planning	TBD	TBD	TBD

### 2021 Mandated / Annual Projects

6-Year Transportation Program Update	In Progress	Q2-2021	Q2-2021
6-Year City-Wide Capital Program Update	Q2-2021	Q3-2021	Q4-2021
2020 / 2021 Comp Plan Amendments - 7 Applications	In Progress	Q2/Q3 - 2021	Q4-2021
Shoreline Master Plan Update	In Progress	Q1-2021	Q2-2021
Flood Plain Regulation Update	Q2-2021	Q3-2021	Q4-2021

Notes:

Remaining Neighborhood Plans - Minnehaha, Shiloh Hills, Balboa / S. Indian Trail, Latah/Hangman

Spokane County Urban Growth Area Mandatory Review - 2025

WA State Periodic Comprehensive Plan Update - June, 2026

Next WA State Shoreline Program Update - June, 2030



# 2020 Plan Commission

# Plan Commission



# Contents



- Purpose of the Plan Commission ..... 3
- Commission Members .....4
- Workshop and Hearing Description..... 5
- Workshop and Hearing Overviews .....6-12



# Purpose of the Plan Commission

Plan Commission provides advice and makes recommendations on broad planning goals, policies, and other matters as requested by the City Council.

The Plan Commission provides opportunities for public participation in City planning by providing, through its own membership, an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.

In addition to and in specification of the general charge in Charter Section

128, the commission has authority over and responsibility for the following functions:

**Comprehensive Planning:** To propose the adoption, coordination, amendment and implementation, from time to time, of the elements of the Comprehensive Plan.

**Zoning:** To interpret and recommend amendments to the Spokane Municipal Code to determine specified zoning issues not entrusted to the Hearing Examiner, such as area-wide re-zones.

**Annexation:** To make recommendations to City Council on petitions for annexation of land to the City.

**Meeting date, time and location:** The Plan Commission meets the 2nd and 4th Wednesday of each month at 2 p.m.

Authorized through  
Charter Section 128, in  
1910 and SMC 04.12

A quorum is a majority of the current members of the Plan Commission but can't be less than five members.

TODD  
BEYREUTHER

**President**  
**01/01/19 - 12/31/22**

GREG  
FRANCIS

**Vice President**  
**01/01/18 - 12/31/21**

MICHAEL  
BAKER

**Commissioner**  
**01/01/14 - 12/31/20**

JOHN  
DIETZMAN

**Commissioner**  
**01/01/14 - 12/31/20**

DIANA  
PAINTER

**Commissioner**  
**01/01/18 - 02/10/21**

SYLVIA  
ST. CLAIR

**Commissioner**  
**07/17/17 - 12/31/21**

CAROLE  
SHOOK

**Commissioner**  
**07/17/17- 12/31/21**

## NEW MEMBERS IN 2020

Three new members were added to the Plan Commission on June 8th, 2020.

THOMAS  
SANDERSON

**Commissioner**  
**06/08/20 - 12/31/23**

CLIFFORD  
WINGER

**Commissioner**  
**06/08/20 - 12/31/23**

JO ANNE  
WRIGHT

**Commissioner**  
**06/08/20 - 12/31/23**

## LIAISON MEMBERS

CANDACE  
MUMM

**City Council  
Liaison**

MARY  
WINKES

## Community Assembly Liaison



# Plan Commission Workshops and Hearings

Workshops are working sessions of the Plan Commission held to discuss items in preparation for public hearings. City staff facilitates the dialogue, provides information, composes working drafts and answers questions. No public testimony is taken during workshops, however persons may be invited to speak by the President when appropriate, as long as all known parties have been notified and included.

Plan Commission holds public hearings and makes recommendations to the City Council regarding the following matters:

Amendments to the City's Comprehensive Plan and the development regulations implementing the Comprehensive Plan.

Changes in the corporate limits of the City, including the land use designations and zoning to become effective upon the annexation of any area proposed for annexation or which might reasonably be expected to be annexed by the City at any future time.

Read the full Plan Commission Findings and Recommendations [HERE](#) on the City of Spokane Plan Commission webpage



# Plan Commission Workshop & Hearing Overview

## January - March

The year 2020 began with a set of unique challenges stemming from the Covid-19 Pandemic. In March, Governor Inslee's Stay Home, Stay Safe order prohibited in-person meetings making traditional Plan Commission meetings impossible. Adeptly adapting to changing circumstances, the City of Spokane moved the meeting to an online platform. However, from March to May, meetings were limited to urgent and time sensitive hearing Items.

### Hearings:

#### Street Name Change Package

A hearing to consider multiple proposed street name changes.

- By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed roadway name changes, subject to the following condition: "...that the City delay implementation of these changes for a time until ways of assisting the affected residents who have limited resources and abilities can be explored."

### Workshops:

#### Renaming of East Central Community Center

A process to consider new names for the Center was launched and the City of Spokane created a list of possible names for consideration. The options recognize individuals who have made significant contributions to the City of Spokane, as well as names that have geographic or historical significance. The Martin Luther King, Jr. Family Outreach Center is the chosen name.

#### Update to Downtown Plan

A presentation of the updated Downtown Plan was discussed during the Plan Commission workshop. The Downtown Plan is expected to result in a series of recommended actions and guide new improvements for the next ten years.

#### Receivership Code Amendment

Changes needed to SMC sections 17F.070.470 and 17F.070.490 in order to allow receivership as an alternative to demolition of abandoned properties.

#### SRTC Division Street Study & US195 / I-90 Study

SRTC and partners seek creative strategies to mitigate congestion, improve traffic safety, and support land use and economic development goals all while preserving the ability of the corridors to facilitate regional throughout.

#### Design Guidelines Creation for Public Projects, PUD, Sky Buildings

This project entails crafting new design guidelines for Public Projects and Structures, Skywalks over Public Rights-of-Way, and City-Wide Guidelines. Also to evaluate the worth of continuing with design review of Planned Unit Developments (PUDs). If there is significant value in continuing design review for PUDs then the City will need Design Guidelines for this project type.

#### 6 Year Street Program Update

In order to comply with the provisions of the Growth Management Act and RCW 35.77.010, and for the City of Spokane to qualify for grant and low interest loan funds, it is required that the City maintain a 6-Year Capital Improvement plan for its capital street program.

#### South University District Subarea Plan

Planning Services staff and Project Team have developed a draft South University District Subarea Plan to guide future development in a 214-acre area just east of the Downtown core. Based on the framework provided by the subarea plan's goals and policies, a proposed Comprehensive Plan Amendment and corresponding map changes would focus higher-density commercial development and more detailed design requirements along the Sprague Avenue and Sherman Street corridors.



# Plan Commission Workshop & Hearing Overview

April - June

## Hearings:

### 6 Year Street Program Consistency Review

These capital plans provide a blueprint for improving the City's sewer, water, and transportation infrastructure in a rational, coordinated, cost-effective manner.

- By a vote of 7 to 0, the Plan Commission recommended the approval of these amended documents by the City Council.

## Workshops:

### Northbank Subarea Plan

The City will be conducting a planning process for the North Bank this year, which will focus on the vision and strategies to guide new development and ensure a vibrant North Bank.

### Proposed Cannon Streetcar Historic District

Historic designation is one method of ensuring that changes to your neighborhood occur thoughtfully, preserving the fabric that people love—homes with history, vital dwellings that preserve the past, while acknowledging modern lifestyles. Historic district designation can preserve the essential features of a neighborhood, while permitting contemporary improvements and additions that contribute to the historic character of the area.

### 6 Year City Wide Capital Program Consistency Review

The Six Year Comprehensive Programs are annually updated and presented to the City Plan Commission for recommendation and to the City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Capital Programs Section performs strategic infrastructure planning, conducts special studies and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops and administers grants, loans and other revenue sources for the City's capital projects.

### Comprehensive Plan Amendments

The City of Spokane accepts applications to amend the text or maps in the Comprehensive Plan between September 1 and October 31 of each year, per SMC 17G.020. All complete applications received will be reviewed by a city council subcommittee and those placed on the Annual Comprehensive Plan Amendment Work Program for the City of Spokane will begin full review early in the calendar year. Anyone may make a proposal to amend the City's Comprehensive Plan. There were nine proposed Amendments this year: Z19-499COMP, Z19-501COMP, Z19-502COMP, Z19-503COMP, Z19-504COMP, Z19-505COMP, Z20-019COMP, Z20042COMP, Z20-045COMP

### Grand Blvd. Transportation & Land Use Study

Grand Boulevard is a key north-south arterial for the City of Spokane through the South Hill neighborhoods. The Grand Blvd. corridor study was commissioned to understand existing issues for pedestrians, bicyclists, and vehicles, develop potential streetscape improvements, and identify economic opportunities and zoning needs.



Property in proposed Cannon Streetcar Historic District

# Plan Commission Workshop & Hearing Overview

July- September

## Hearings:

### South University District Subarea Plan

Provides a vision for future development of a 214-acre area just east of the downtown core. The subarea plan includes a vision statement, goals, and policies to guide future development in the South University District, and proposes specific zone changes in a 90-acre area focused on the frontages of E. Sprague Avenue and S. Sherman Street.

- By a vote of 9 to 1, Plan Commission recommended that City Council recognize the subarea plan and approve the map amendments.

### Grand Boulevard Transportation & Land Use Study

Is a record of the neighborhood's ongoing desire and effort to continue building vibrant, healthy, active, safe, and connected neighborhoods for all residents.

- By a vote of 9 to 0 the Spokane City Council APPROVE the Resolution recognizing the Study.

### North Foothills CC3 Overlay Zone Expansion

Applying a CC-3 overlay allowed a unified development approach. Properties to the

southwest of the CC-1 center already had a planning overlay zone which allowed property in a different zoning category, such as Light Industrial, to use the standards of the CC-1 zone for development. Expanding the CC-3 overlay to the north and to a portion northeast of the existing CC-1 zoning allowed both proposed projects the option to develop to the CC-1 Standards.

### Comprehensive Plan Amendments

The City of Spokane accepts applications to amend the text or maps in the Comp. Plan between 9- 1 and 10- 31 of each year. Those applications placed on the Annual Comprehensive Plan Amendment Work Program will begin full review early in the year. Anyone may make a proposal to amend the City's Comprehensive Plan.

- Z19-4 99COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-501COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council DENY the requested amendment
- Z19-502COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the proposed amendment for parcels 35273.0305 and 35273.0306 to the Land Use Plan Map of the City's Comprehensive Plan with corresponding amendment to the

City's Zoning Map, and by a vote of 9 to 0, recommends City Council DENY the requested amendment for parcels 35273.0219 and 35273.0220 to the Land Use Plan Map

- Z19-503COMP- by a vote of 8 to 1, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-504COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z19-505COMP - by a vote of 7 to 0 and 1 abstention, the Spokane Plan Commission recommends City Council DENY the requested amendment
- Z20-019COMP- by a vote of 8 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z20-042COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment
- Z20-045COMP- by a vote of 9 to 0, the Spokane Plan Commission recommends City Council APPROVE the requested amendment



# Plan Commission ..... Workshop & Hearing Overview

July- September

## Workshops:

### Street Engineering Design Standards Chapters and SMC Updates

The City Design Standards guide and govern the development, redevelopment, and reconstruction of facilities built in the right-of-way. This transportation chapter update will include the current state of practice across the nation, with focus and reference sections that bring the design of pedestrian and bicycle facilities up to standards for better serving all ages and abilities. These standards also promote continuity and networking of the City's streets and sidewalks, as well as the integration of utilities that share right-of-way space.

### Housing Action Plan

The City of Spokane is creating the Housing Action Plan to help increase housing options that are affordable and accessible for people and families of all incomes. The plan will provide a strategic approach to address current and future housing needs of the Spokane community. It will provide a coordinated vision that supports more people being able to find a home that meets their needs with access to opportunities, services and amenities.

### North Foothills CC3 Overlay Zone Expansion

The City received requests from two groups - Catholic Charities Eastern Washington and Spokane Public Schools to consider expanding the CC-3 Overlay Zone. Property located in a CC-3 Overlay Zone may "opt-in" and use the CC-1 or CC-2 standards (see Spokane Municipal Code 17C.122.020 for a list of allowed uses and development standards). Both applicant groups were aiming to aggregate properties in a mix of zoning categories: primarily a mix of CC-1-EC and LI (Light Industrial), making site design and use considerations problematic. Applying a CC-3 overlay allowed a unified development approach. Properties to the southwest of the CC-1 center already had a planning overlay zone which allowed property in a different zoning category, such as Light Industrial, to use the standards of the CC-1 zone for development. Expanding the CC-3 overlay to the north and to a portion northeast of the existing CC-1 zoning allowed both proposed projects the option to develop to the CC-1 Standards.



Affordable Housing at Jayne Auld Manor

# Plan Commission Workshop & Hearing Overview

October - December

## Hearings:

### Street Engineering Design Standards Chapter 3 and SMC Updates

The City Design Standards guide and govern the development, redevelopment, and reconstruction of facilities built in the right-of-way. This transportation chapter update will include the current state of practice across the nation, with focus and reference sections that bring the design of pedestrian and bicycle facilities up to standards for better serving all ages and abilities. These standards also promote continuity and networking of the City's streets and sidewalks, as well as the integration of utilities that share right-of-way space.

- By a vote of 8 to 0, the Spokane City Plan Commission is certifying that the update to Chapter 3 of the Engineering Design Standards and accompanying Spokane Municipal Code revisions, Findings of Fact, Conclusions, and Recommendation Engineering Design Standards Chapter 3 and SMCs p. 3 are in conformance with the City of Spokane's Comprehensive Plan as required by RCW 36.70A and are recommended for adoption by the Spokane City Council.

### 6 Year City Wide Capital Program

The Six Year Comprehensive Programs are annually updated and presented to the City Plan

Commission for recommendation and to the City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Capital Programs Section performs strategic infrastructure planning, conducts special studies and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops and administers grants, loans and other revenue sources for the City's capital projects.

- By a vote of 8 to 0, the Spokane City Plan Commission is certifying that the 2021-2026 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

### Renaming Fort George Wright Drive

An application was submitted by the Councilmembers Karen Stratton and Betsy Wilkerson for a Street Name Change for the renaming of Ft. George Wright Drive, between Government Way and TJ Meenach Bridge, to be renamed "Whistalks Way."

- By a vote of 10 to 0, the Plan Commission recommends to the City Council the approval of the proposed street name changes, to

include historical signage on the former name, the new name, and why the name was changed.

### Receivership Code Text Amendment SMC 17F

The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane.

However, this process could have a greater impact with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process.

- By a vote of 8 to 0, the Plan Commission recommends approval of the proposed amendments to the Spokane Municipal Code as they relate to the Existing Building and Conservation Code.



Newly Renamed Whistalks Way

# Plan Commission Workshop & Hearing Overview

October - December

## Hearings Continued:

### Remanded Z19-502COMP - 29th & Ray - Comprehensive Plan Amendment

At its hearing on the annual comprehensive plan amendment proposals, the City Council remanded application Z19-502COMP to the Plan Commission for further consideration. Specifically, the City Council requested input from the Plan Commission and neighborhood council whether to modify the proposal to change the Land Use Plan Map Designation to Residential 15-30 on the parcels east of Ray Street, instead of the Office designation requested by the applicant.

○ By a vote of 7 to 1 with one abstention on the final motion, the Plan Commission recommends Residential 10-20 for the two subject parcels, was made according to the following findings by the Plan Commission:

- The residential two-family zoning category is more restrictive than a multi-family zoning category, while still providing for greater density to serve the nearby Lincoln Heights District Center.

- Residential uses were envisioned by the City Council remand, and the public has had sufficient opportunity to provide input and comment on a residential use in this location.

- Residential Two-Family (RTF) zoning would not allow a conditional use permit for Office use on these parcels, as would be possible under Residential Multi-Family zoning category.

- Existing Land Use Plan Map Designations and Zoning designations around the Lincoln Heights District Center already provide for transitional land uses described in LU 3.2, Centers and Corridors.

- In consideration of decision criteria outlined in Spokane Municipal Code 17G.020.030, the Plan Commission finds the following:

- The modified proposal recommended by Plan Commission meets the decision criteria outlined in 17G.020.030.A through J, including meeting the requirements of GMA and the Comprehensive Plan; without limiting the generality of the foregoing, the modified proposal is consistent with the City's Comprehensive Plan and regional plans and population forecasts.

- A Land Use Plan Map designation of "Residential 10-20" and a zoning designation of "Residential Two-Family" would better

meet the decision criteria outlined by Spokane Municipal Code 17G.020.030, especially as it relates to the location criteria in the Comprehensive Plan (criterion K.2.a), and would better implement the Comprehensive Plan (criterion K.2.c).

- The site may not be entirely suitable for development of a single-family home due to access, traffic, and parking impacts related to the adjacent intersection (criterion K.2.b).



29th and Ray



# Plan Commission Workshop & Hearing Overview

October - December

## Workshops:

### Receivership Code Text Amendment SMC 17F

In a workshop, the Building Official process was discussed and City staff explained how this process could have a greater impact with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process.

### Code Maintenance, Spokane Municipal Code - various sections

The 2020 Unified Development Code (UDC) Maintenance Project is a list of proposals for changes to some Titles in the Spokane Municipal Code (SMC). These are most often proposed by City Planning and Developer Services staff over time. The Maintenance project purpose is to respond to needed corrections, changing conditions, and the potential for improvements for all users.

This is the first overall maintenance effort undertaken and adopted since 2015. Several chapters of the SMC will be included. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy

7.2 calls out a continuing review process; the continuing need for periodic maintenance of the SMC is intended to aid the public in preparing applications for development and reviews by staff for relying on code citations and the enforcement of same.

The first Phase of this Proposal was presented to Plan Commission and concerns minor changes which include redundant phrasing or inaccurate word choice without changing meaning or substance.

### Housing Action Plan Update

The City of Spokane is preparing a Housing Action Plan to address current and future housing needs of the Spokane community. The Housing Action Plan will provide a strategic approach for the City to increase housing options that meet the needs of residents at all income levels. The planning process will follow a data-driven, community-informed approach with a focus on equity built on inclusive outreach and engagement with residents, partners, and City leaders. The outcome will be a coordinated vision that focuses attention, builds community support, and promotes accountability for enacting change.

The City hosted a series of roundtable discussion in September and October 2020 with community stakeholders to engage in deeper discussions and guide the development of key priorities around

development regulations, land use and housing policy, equity, and affordable housing and rental housing. The City worked with EcoNorthwest (a consultant) to complete a draft housing needs assessment that provides data which helps inform gaps and housing needs. Staff will also be publishing a community survey in November 2020 to gather experiences and issues related to housing from community members. This survey will be available in multiple languages, a first for a planning survey in Spokane.

### International Fire Code Update

Spokane Fire Marshal presented updates/amendments made to the International Fire Code and subsequent changes made to the Spokane Municipal Fire Code.



Single Family Residence Converted into a duplex

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

05/03/2021

**Date Rec'd**

4/21/2021

**Clerk's File #**

RES 2021-0036

**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**

Resolutions

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

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - A

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044.

**Summary (Background)**

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

3/19/20 &amp; 11/5/20

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Cathcart

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

mvanderkamp@spokanecity.org

**Purchasing**


## **RESOLUTION 2021-0036**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Numbers 35354.9042, 35354.9043 and 35354.9044 have requested water service from the City of Spokane for purposes of developing the 9.78, 4.32, and 4.55 acre sites, respectively (18.65 acres total), into a facility that will provide public parks and recreation services located in Spokane County (Glenrose Prairie), zoned urban reserve, in accordance with Spokane County land-use requirements; and

WHEREAS, the Parcels are located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcels are located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. an existing 12-inch distribution main in Glenrose Road, located approximately 100 feet south of the nearest Parcel (35354.9044), which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the referenced Parcels; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

2c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services."

and;

WHEREAS, A letter dated May 1, 2019 from Philip J. Helean, Executive Director, Spokane Youth Sports Association, is included with this Application and it addresses water needs for development of these parcels into a facility that will provide public parks and recreations services; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with these properties, finds modification of the Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Numbers 35354.9042, 35354.9043, and 35354.9044 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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



## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Spokane Youth Sport Association Application for Retail Service Area Amendment, Parcels #35354.9042, #35354.9043 and #35354.9044

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated May 1, 2019, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcels are 9.78 acres, 4.32 acres and 4.55 acres respectively for a total of approximately 18.65 acres located in east Spokane in the Glenrose Prairie Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the Top Pressure Zone. Sufficient Capacity exists in the Top system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. A main extension would be required so therefore the water service section and the water main extension sections of CFU 3.6 apply for the subject parcels. Water service and main extension may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public Utilities, schools, libraries, parks and recreation services to meet requirements of CFU 3.6 B, 2 (c). If the facility proposal is determined to meet the intent of the exceptions granted under CFU 3.6, the subject parcels may be considered consistent with the limitations set forth in CFU 3.6. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located within 100 feet. The developer would need to construct infrastructure improvements at their cost to extend the water service to

the subject area and shall meet all applicable standards, rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary if the proposal is found consistent with the limitations outlined in CFU 3.6. Water service and main extension may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public Utilities, schools, libraries, parks and recreation services to meet requirements of CFU 3.6 B, 2 (c). If the facility proposal is determined to meet the intent of the exceptions granted under CFU 3.6, the subject parcels may be considered consistent with the limitations set forth in CFU 3.6. Sufficient capacity exists in the pressure zone to provide service and sufficient water rights exist to provide for the requested service. The developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

# City of Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** May 1, 2019

**Deadline for 120 day Response from Date of Application:** August 29, 2019

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes ☐ No ☒
- Does the property have a prior commitment to serve water? Yes ☐ No ☒
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes ☒ No ☐

\* Please see attached SYSA Letter for more information

**LEGAL DESCRIPTION: By Applicant \***

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No \_\_\_\_\_

\* Please see attached SYSA Letter - Property legal description attached

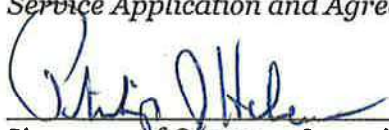
**PROPERTY OWNER: (Please Print)**

Name: Spokane Youth Sports Association  
Address: 1221 N Howard  
Spokane WA Zip 99201  
Daytime Phone: (509) 328-7972  
Email Address: phil@sysa.com

PH [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

PH [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*



Signature of Owner or Owner's Authorized Representative

April 3, 2019  
Date

Philip J. Helean Executive Director (509) 496-8638  
Printed Name Relationship to Owner Phone Contact #

phil@sysa.com  
e-mail Address

**From:** william@storhaug.com  
**Sent:** Monday, April 15, 2019 1:52 PM  
**To:** Philip Helean  
**Cc:** 'jerryd@storhaug.com'  
**Subject:** 19-026 SYSA Irv Zakheim Sports Complex  
**Attachments:** 19-026 DRAFT RWSA Application letter.pdf; 19-026 SYSA Property Legal Description.pdf; 19-026 City CFU 3.6 Packet.pdf; 19-026 Site Concept 20190312.pdf; 19-026 City CWSP and Retail Service Area maps.pdf; 19-026 City Water Utility Map.pdf; 19-026 Environmental Checklist\_2009.pdf; 19-026 MDNS 20091014.pdf; 19-026 Application letter.docx; 19-026 Application to Expand The Retail Water Service Boundary Jan 2018.pdf

Hello Philip,

Please find the attached document for your review:

- 19-026 DRAFT RWSA Application letter
- 19-026 Application to Expand The Retail Water Service Boundary Jan 2018

The rest of the attached documents are to be enclosed with the letter, also for your review, as needed:

- 19-026 SYSA Property Legal Description
- 19-026 City CFU 3.6 Packet
- 19-026 Site Concept 20190312
- 19-026 City CWSP and Retail Service Area maps
- 19-026 City Water Utility Map
- 19-026 Environmental Checklist\_2009
- 19-026 MDNS 20091014
- 19-026 Hearing Examiner 20100108

This is the letter to request the City expand its Retail Water Service Area with attachments for your review and comment. I have included a Word file of the letter if you would like to do any edits directly. I have also included the City Application for your review.

Please let us know if you have any questions or concerns.

All the best,

**William Sinclair, P.L.A.**



civil engineering | planning  
landscape architecture | surveying  
510 east third avenue | spokane, wa 99202  
p. 509.242.1000 | [www.storhaug.com](http://www.storhaug.com)



Mr. Eldon Brown, Principal Engineer  
City of Spokane - Planning and Development Services  
808 W Spokane Falls Blvd  
Spokane, WA 99201

RE: Spokane Youth Sports Association Application to Expand the Retail Water Service Area

Mr. Brown,

Spokane Youth Sports Association (SYSA), a Washington non-profit corporation, requests expansion of the City of Spokane Retail Water Service Area to include its real property located at the southeast corner of S Glenrose Road and E 37<sup>th</sup> Avenue on Spokane County Assessor's Parcels 35354.9042, 35354.9043, and 35354.9044 (see attached Legal Description of the subject property). The purpose for which this water is to be used is to meet Spokane County requirements to develop this property into a facility that will provide public parks and recreation services consistent with Capital Facilities and Utilities Goals and Policies found in the 2017 Update to the City of Spokane Comprehensive Plan (SCP) which states, in CFU 3.6, part 2-c, about the conditions for Water Main Extensions (see attached SCP, pp.5-12 to 5-14):

c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.

The proposed facility is planned to be constructed in phases, beginning in the fall of 2019, to include synthetic turf, multi-use and softball athletic fields, a parking lot, a concession building with attached shelter and restrooms, a maintenance building, a playground, and a basketball court when complete (see attached Irv Zakheim Sports Complex Concept Plan). These facilities will be available to the public for scheduled activities and general use. Development of the proposed facility will require water for fire hydrant(s), uses associated with the concession building, and water for landscape irrigation. These requirements, as currently understood, must be met for health, safety, and welfare of the public served by this facility.

According to the March 2016 Revised City of Spokane Water System Plan, the subject property is within the Coordinated Water System Boundary of the City of Spokane Water Service Area (see attached Coordinated Water System Plan with subject property highlighted). The site is adjacent to the existing City Retail Water Service Area (RWSA) within the Future Service Area (see attached City of Spokane Retail Service Area map with property highlighted). A 12" City water main has been constructed approximately 90'-100' south of the southwest corner of the subject property within the S Glenrose Road right-of-way (see attached City Water Utility map with the RWSA depicted). This water line was constructed to support a residential subdivision on the west side of Glenrose Road where the north boundary of the subdivision aligns with south boundary of the proposed project.

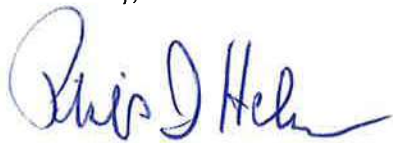


This project was initially proposed by Spokane South Little League, a non-profit, in 2009. As part of a Grading Permit Application, an Environmental Checklist was prepared, and public comments were received by Spokane County on the project. Spokane County issued a Mitigated Determination of Non-Significance (MDNS) with conditions that must be met for the project to be constructed. That decision was appealed, and Spokane County required additional studies and documentation associated with that appeal, which the proponent provided. The Spokane County Hearing Examiner heard the appeal and provided a decision to approve the project with some additional conditions (see attached Environmental Checklist, County MDNS Decision, and Hearing Examiner SEPA Appeal Decision).

Both the Environmental Checklist and the Hearing Examiner's Findings of Fact evidence the intent to extend City Water service to the site, that the site was in the City of Spokane sewer and water service area, and that the proposal to extend public water service to the site was consistent with the Spokane County Comprehensive Plan. Spokane County distributed the Environmental Checklist that stated the intent of the developer to extend public (City) water to the subject site for City of Spokane comment and the City did not provide comments to the contrary during their allotted comment period. The Hearing Examiner noted the intention to extend public water to the subject site several times in his Findings of Fact and supported that assertion through his statements that the subject site was "located in the City of Spokane sewer and water service area," and that the Spokane County Comprehensive Plan encouraged extension of the water main in the area through Policy CF.6.5 which recommended "ensuring that water systems for rural development include adequate water supply and distribution systems for domestic use and fire protection; per local, state and federal plans, policies and regulations."

The Spokane Municipal Code (SMC), 13.04.1921 (C), now states that "[n]ew water service connections and Certificates of Water Availability outside the boundaries of the City's Retail Water Service Area will not be approved until the City's Comprehensive Water System Plan is amended to include the area under consideration." SYSA requests that the City amend the Comprehensive Water System Plan to include the subject property in its current Retail Water Service Area. We make this request based on the public service the site will provide consistent with the City of Spokane Comprehensive Plan, and that the property was within the sewer and water service area of the City at the time the project was approved for construction following mitigations defined by Spokane County and the Spokane County Hearing Examiner upon appeal.

Sincerely,



Philip J. Helean  
Executive Director  
Spokane Youth Sports Association

Enclosed: Property Legal Description, City of Spokane Comprehensive Plan, pp.5-12 to 5-14, Irv Zakheim Sports Complex Concept Plan, Coordinated Water System Plan and Retail Service Area maps with subject property highlighted, City Water Utility map with the RWSA depicted, Environmental Checklist, County MDNS Decision, and Hearing Examiner SEPA Appeal Decision



## **SYSA Property Legal Description**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25  
NORTH, RANGE 43 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON

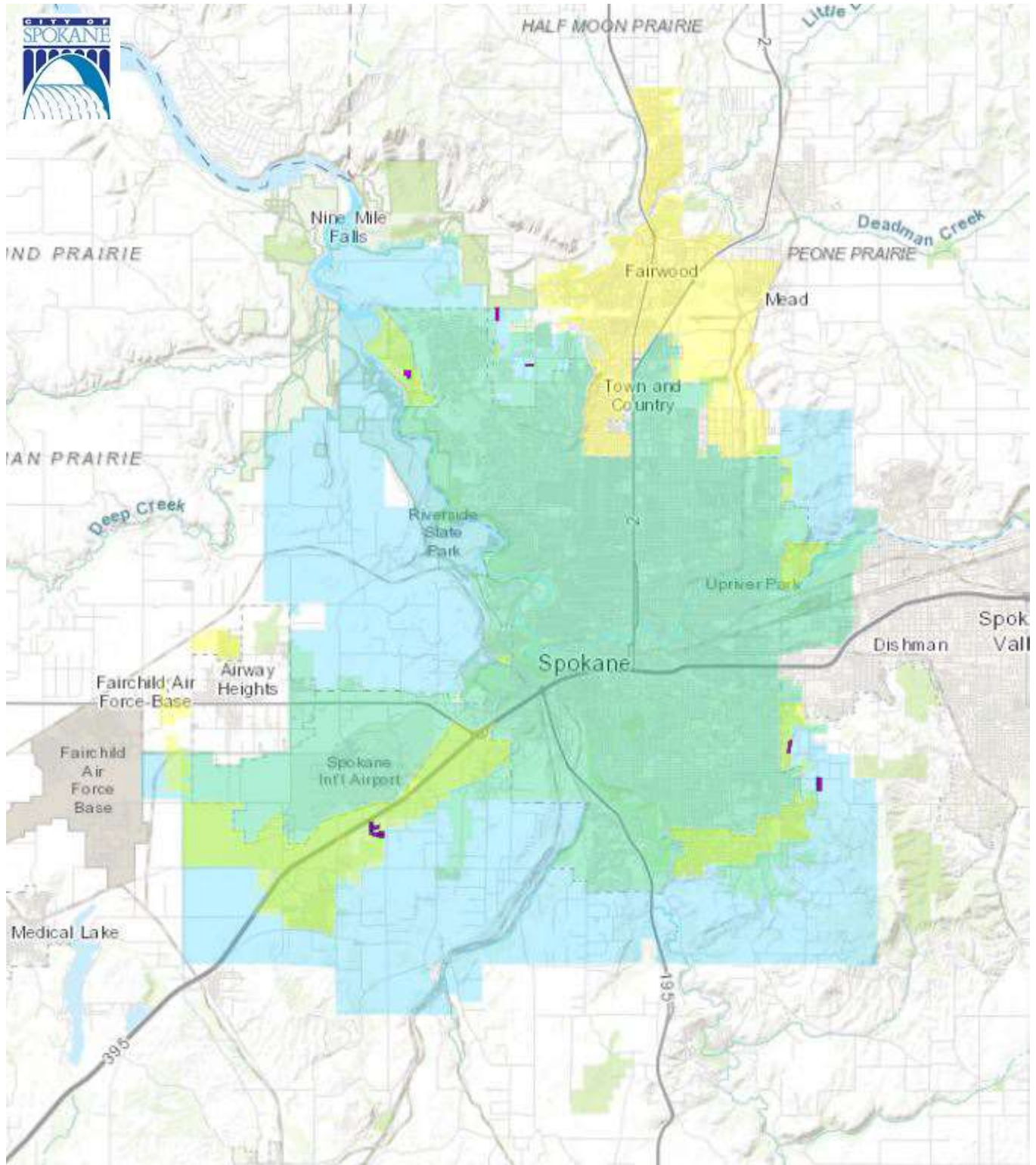
EXCEPT THE EAST 40 RODS;

EXCEPT THE NORTH 30 FEET FOR 37TH AVENUE.

AND EXCEPT THE WEST 30 FEET FOR GLENROSE ROAD

Assessor's Parcel Nos. 35354.9042, 35354.9043, 35354.9044

# 2021 Water Retail Service Applications



## 2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
<b>26212.9098</b>	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
<b>35354.9042, .9043, .9044</b>	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
<b>24051.9079</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9077</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9080, .9081</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0409</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0116, .0103, .0104</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26231.9207</b>	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
<b>26142.9021</b>	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
<b>35263.9141</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26133.0272</b>	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol>	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> <li>3. Can serve after amendment:</li> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol>	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

#### **A. City of Spokane Sewer Service**

1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
    - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
  2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of





mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

---

## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

---

### Policies

#### CFU 4.1 Compact Development

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### CFU 4.2 Access to Utility Easements

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.





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

06/07/2021

**Date Rec'd**

4/21/2021

**Clerk's File #**

RES 2021-0037

**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**

Resolutions

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

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - B

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141..

**Summary (Background)**

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

3/19/20 &amp; 11/5/20

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Cathcart

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

mvanderkamp@spokanecity.org

**Purchasing**


## **RESOLUTION 2021-0037**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 and authorizing the amendment of the City's Retail Water Service Area map on file with Washington State Department of Health.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the above listed parcels have requested water service from the City of Spokane for purposes of serving water; and

WHEREAS, the above listed parcels are located within the Urban Growth Area (UGA) Boundary and/or joint planning areas and comply with the applicable comprehensive planning documents for their property locations; and

WHEREAS, the above listed parcels are located within the City's Future Water Service Area, but are located outside the current Retail Water Service Area, as defined in the latest Retail Water Service map; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. water booster stations / water tanks / water mains located near the properties which provide water services to neighboring and surrounding parcels; and

WHEREAS, the City has evaluated each request for water service and finds in addition to nearby water infrastructure, there are available water rights, and available capacity to provide water service to the above listed parcels; and

WHEREAS, the property owners of the above listed parcels have agreed to pay any and all costs associated with the extension of the water infrastructure and have agreed to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property, finds modification of the Retail Water Service Area to include Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owner(s) of Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 consistent with this resolution and with the Spokane City Municipal Code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service area as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

---

Assistant City Attorney

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Wittkopp Application for Retail Service Area Amendment, Parcel #26212.9098

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 8.80 acres located in Seven Mile Area in Northwest Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the West Terrace Pressure Zone and is approximately 8.8 acres with a land use designation of R4-10. The application did

not specifically state the intended water use and the potential exists for future plating with multiple dwellings. Capacity may exist in the West Terrace Pressure Zone to serve the subject parcel, however prior to the issuance of a Certificate of Availability for any plating action a hydraulic analysis and review of the number of lots and water capacity requirements for any future plat or development must be reviewed.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located adjacent to the subject parcel in Nine Mile Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary and capacity may exist in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

# City of Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)**

**Date of Application:** \_\_\_\_\_

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes ✓ No \_\_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_\_ No ✓ *Ewb*
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes \_\_\_\_\_ No ✓ *Ewb*



**LEGAL DESCRIPTION for MARTIN WITTKOPP**

**SMALL PARCEL:** 26212.0615 Ewb

The east 198.00 feet of the south 110.00 feet of the north 334.00 feet of LOT 1, BLOCK 6, "INGLEFORD IRRIGATED TRACTS", according to plat thereof recorded in Volume "K" of Plats, Page 42, Spokane County, Washington.  
EXCEPT County Road.

**REMAINDER:** 26212.9098 Ewb

The east 689.11 feet of the north half of the southeast quarter of the northwest quarter of Section 21, Township 26 North, Range 42 East W.M., Spokane County, Washington.  
EXCEPT the north 165.00 feet thereof AND EXCEPT County Road.  
TOGETHER WITH the north 334.00 feet of LOT 1, BLOCK 6, "INGLEFORD IRRIGATED TRACTS", according to plat thereof recorded in Volume "K" of Plats, Page 42, Spokane County, Washington.  
EXCEPT the east 198.00 feet of the south 110.00 feet thereof AND EXCEPT County Road.

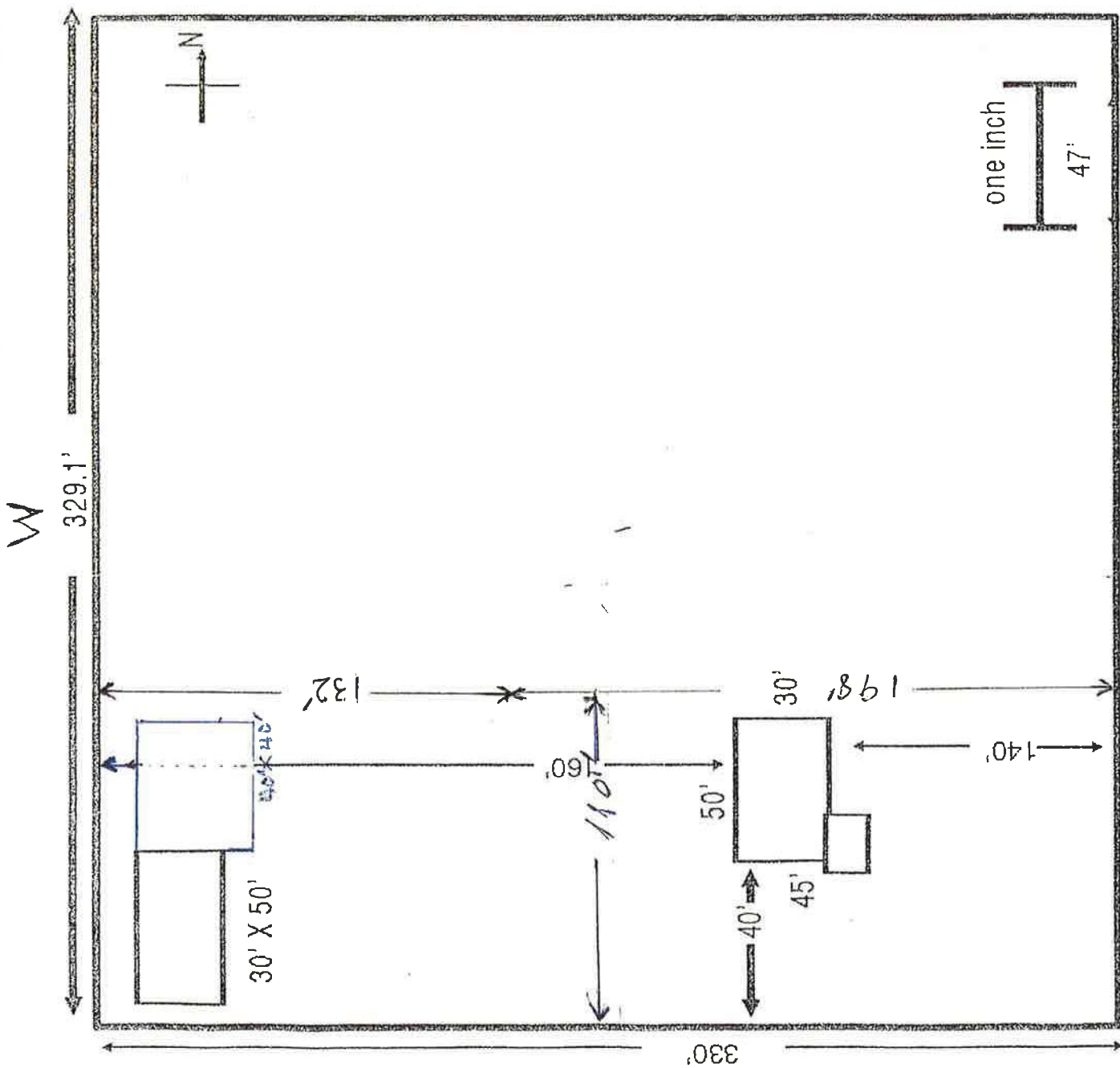
*Richard A. Main*

RAMCO Surveyors  
N. 7721 Whitehouse Dr.  
Spokane, WA. 99208

3-26-91



N



E

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Interstate Partnership  
Application for Retail Service Area Amendment, Parcel #24051.9079

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 5.10 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 1900 feet north of the subject parcel along the South Spotted Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** JUNE 20, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes YES No \_\_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_\_ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No \_\_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes / No

PARCEL# 24051-9079  
SEATTLE'S LEGAL

**PROPERTY OWNER: (Please Print)**

Name: INTERSTATE PARTNERSHIP  
Address: 312 WEST 32ND AVE  
SPokane WA Zip 99203  
Daytime Phone: 509-999-7222  
Email Address: DICK.EDWARDS@ME.COM

DE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

DE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Dick Edwards July 25, 2019  
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222  
Printed Name Relationship to Owner Phone Contact #

Dick.EDWARDS@ME.COM  
e-mail Address



## Spokane County Parcel Information



**First American  
Title Company**

Parcel ID #: 24051.9079

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

## Owner Information

Name: Brown, Mark L

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Edwards, Dick

Taxpayer Address: 312 W 32nd Ave

WA 99203-1764

## Assessor Information:

Property Identification #: 24051.9079

Parcel Description: 91 - Vacant Land

Property Size: 5.10 Acres (222,156 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

## Legal Description

05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF SD LT 16 TH NLY 920FT ALG W LN OF SD LT TH E740FT TO TRUE POB TH S221FT TH E TO E LN OF LT 16 TH N ALG E LN TO PT 1102FT N OF S LN OF L T 16 TH W ALG A LN 1102FT N OF & PAR WITH S LN OF LT 16 TO A PT LYG 740FT E OF W LN TH SLY 182FT TO POB EXC CO RD.

## Assessments

## Taxes

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$61,980.00	61980
2019	\$0.00	\$61,980.00	61980
2018	\$0.00	\$61,980.00	61980
2017	\$0.00	\$61,980.00	61980

2019 Taxes: \$682.49

## Transfer Information

Rec. Date: 7/28/1981

Sale Price: \$25,500.00

Doc Num: 0810024929

Doc Type:

Owner: BROWN, MARK L

Grantor:

Orig. Loan Amt:

Title Co:

Finance Type:

Loan Type:

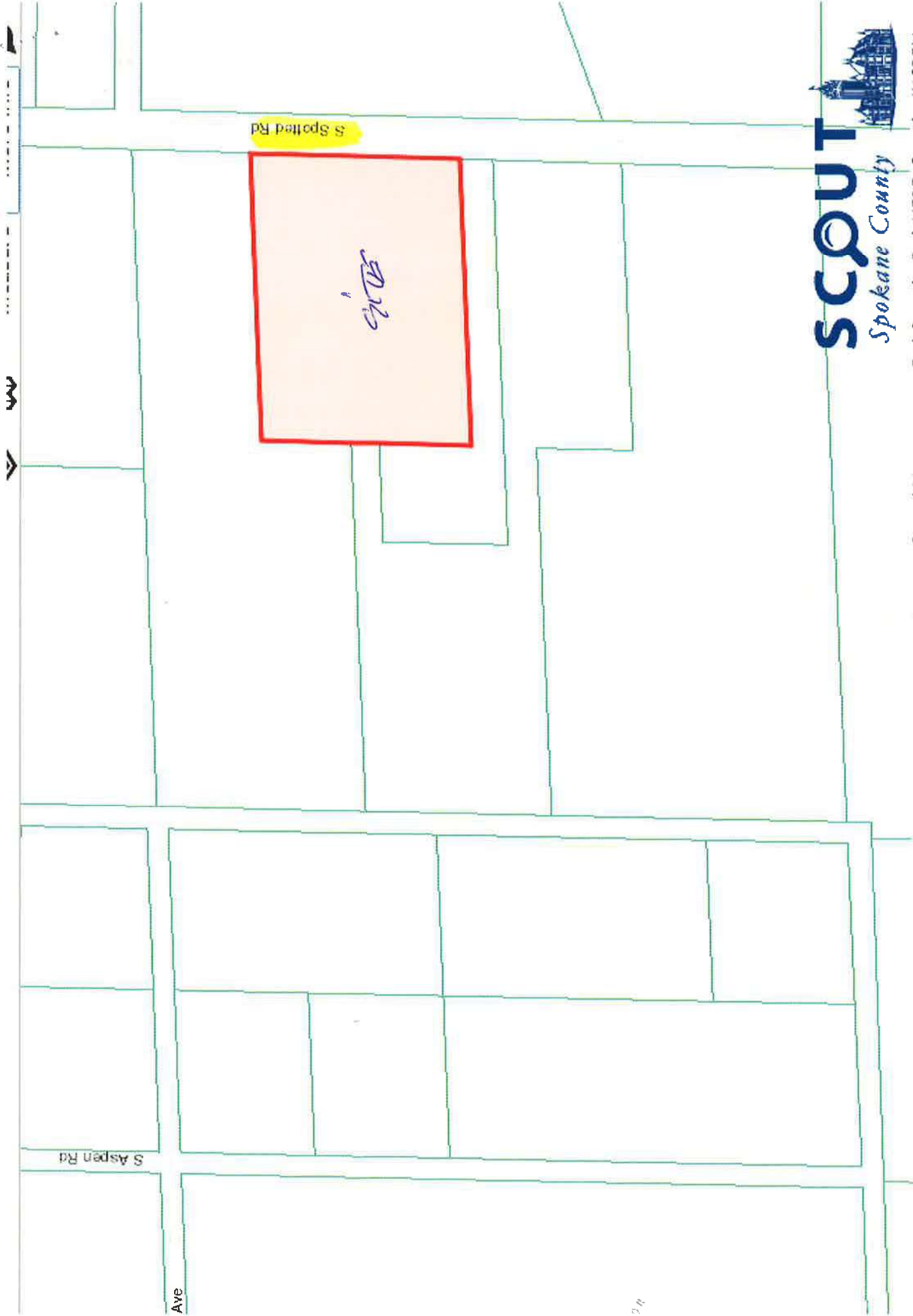
Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.





**SCOUT**  
Spokane County



## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Attorneys Partnership  
Application for Retail Service Area Amendment, Parcel #24051.9077

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 4.89 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**3. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 1020 feet north of the subject parcel along the South Dowdy Road right-of-way. South Dowdy Road from West Westbow Boulevard south to the subject parcel is an unimproved right-of-way. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** JUNE 20, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes YES No \_\_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_\_ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes YES No \_\_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No

Parcel # 24051\*9077

**PROPERTY OWNER: (Please Print)**

Name: ATTORNEY'S OFFICE  
Address: 212 WEST 32ND AVE  
SPokane WA Zip 99203  
Daytime Phone: 509-999-7222  
Email Address: Dick.Edwards@ME.com

DE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

DE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Dick Edwards July 25, 2019  
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222  
Printed Name Relationship to Owner Phone Contact #

Dick.Edwards@ME.com  
e-mail Address

## Spokane County Parcel Information

**First American  
Title Company**

Parcel ID #: 24051.9077 Map Grid 092

Township: 24N Range: 42E Section: 05 Quarter: NE

Property Address:

Spokane WA 99224

**Owner Information**

Name: Nollette, Thomas

Mail Address: 1848 Shelton Rd

Walla Walla WA 99362

Taxpayer Name: Attorneys LLC

Taxpayer Address: 312 W 32nd Ave  
WA 99203-1764**Assessor Information:**

Property Identification #: 24051.9077

Parcel Description: 91 - Vacant Land

Property Size: 4.89 Acres (213,008 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

**Legal Description**

05-24-42 S1/2 OF SW1/4 OF GOV LT 9 EXC RD

**Assessments****Taxes**

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$87,870.00	87870
2019	\$0.00	\$87,870.00	87870
2018	\$0.00	\$87,870.00	87870
2017	\$0.00	\$63,900.00	63900

2019 Taxes: \$964.51

**Transfer Information**

Rec. Date: 6/15/1981

Sale Price: \$19,500.00

Doc Num: 0850030439

Doc Type:

Owner: NOLLETTE, THOMAS

Grantor:

Orig. Loan Amt:

Title Co:

Finance Type:

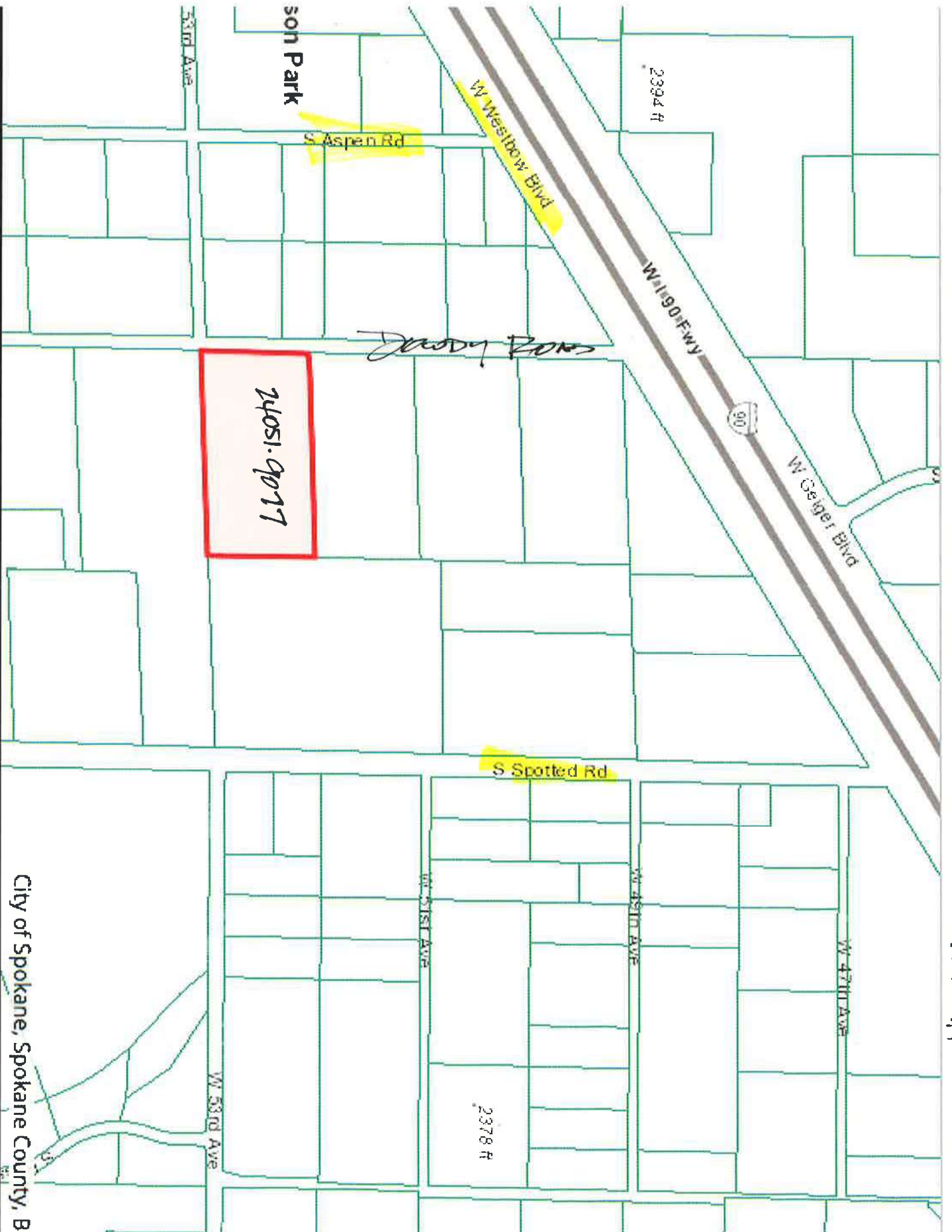
Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



17402411





## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Industrial Investors Partnership Application for Retail Service Area Amendment, Parcels #24051.9080 and #24051.9081

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 8.11 acres and 1.83 acres respectively for a total area of 9.94 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 1760 feet north of the nearest subject parcel along the South Dowdy Road right-of-way. South Dowdy Road from West Westbow Boulevard south to the subject parcels is an unimproved right-of-way. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** JUNE 20, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes YES No \_\_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_\_ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No \_\_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: ☒ Yes ☐ No

PARCEL NUMBERS 24051.9080 & 24051.9081  
SEE ATTACHED FOR LEGAL

**PROPERTY OWNER: (Please Print)**

Name: INDUSTRIAL INVESTORS PARTNERSHIP  
Address: 312 W 3RD AVE  
SPOKANE WA Zip 99203  
Daytime Phone: 509-999-7222  
Email Address: DICK.EDWARDS@ME.COM

☒ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

☒ [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

Dick Edwards PARTNER July 25 - 2014  
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222  
Printed Name Relationship to Owner Phone Contact #

Dick.EDWARDS@ME.COM  
e-mail Address

## Spokane County Parcel Information



**First American  
Title Company**

Parcel ID #: 24051.9080

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

## Owner Information

Name: Pinch Etal, Mark

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Ward, Joseph

Taxpayer Address: 15102 N Tormey Rd

WA 99026-9687

## Assessor Information:

Property Identification #: 24051.9080

Parcel Description: 91 - Vacant Land

Property Size: 8.11 Acres (353,272 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

## Legal Description

05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF GOV LT 16 TH N9 20FT ALG W LN OF LT 16 TO TRUE POB TH E740FT TH S57FT TH W190FT TH S229FT TH E741.12FT TO E LN OF LT 16 TH S321FT TH W TO A PT 740FT E OF W LN OF LT 16 TH N187FT TH W740FT TO W LN OF LT 1 6 TH N355FT TO POB EXC CO RD.

## Assessments

## Taxes

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$79,490.00	79490
2019	\$0.00	\$79,490.00	79490
2018	\$0.00	\$79,490.00	79490
2017	\$0.00	\$79,490.00	79490

2019 Taxes: \$891.24

## Transfer Information

Rec. Date: 10/21/2015

Sale Price:

Doc Num: 0006445779

Doc Type: Q

Buyer: NICKSTER COMMERCIAL LLC

Seller: WARD,JOSEPH G

Rec. Date: 6/7/2002

Sale Price:

Doc Num: 0004736090

Doc Type: Grant Deed

Owner: PINCH, MARK ETAL

Grantor: RIGMAIDEN, ROBERT G &amp; STEPHANIE

Orig. Loan Amt:

Title Co:

Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



## Spokane County Parcel Information



**First American  
Title Company**

Parcel ID #: 24051.9081 Map Grid 092

Township: 24N Range: 42E Section: 05 Quarter: NE

Property Address: 5504 S Spotted Rd  
Spokane WA 99224

### Owner Information

Name: Pinch Etal, Mark  
Mail Address: 312 W 32nd Ave  
Spokane WA 99203-1764  
Taxpayer Name: Ward, Joseph G  
Taxpayer Address: 15102 N Tormey Rd  
WA 99026-9687



### Assessor Information:

Property Identification #: 24051.9081  
Parcel Description: 91 - Vacant Land  
Property Size: 1.83 Acres (79,715 SqFt)  
Lot Width: 0 Lot Depth: 0  
Zoning: County-LI - Light Industrial  
Census Tract: 013600  
Census Block: 2051  
Tax Code Area: 1881  
Levy Rate: 10.8935

### Legal Description

05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF GOV LT 16 TH N ALG W LN OF SD LT 920FT TH E740FT TH S57FT TO TRUE  
POB TH C ONT S164FT TH E551.12FT M/L TO E LN OF LT 16 TH S ALG E LN 65FT TH W741.12FT TH N229FT TH E190FT TO  
POB EXC CO RD.

### Assessments

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$22,000.00	22000
2019	\$0.00	\$22,000.00	22000
2018	\$0.00	\$22,000.00	22000
2017	\$0.00	\$22,000.00	22000

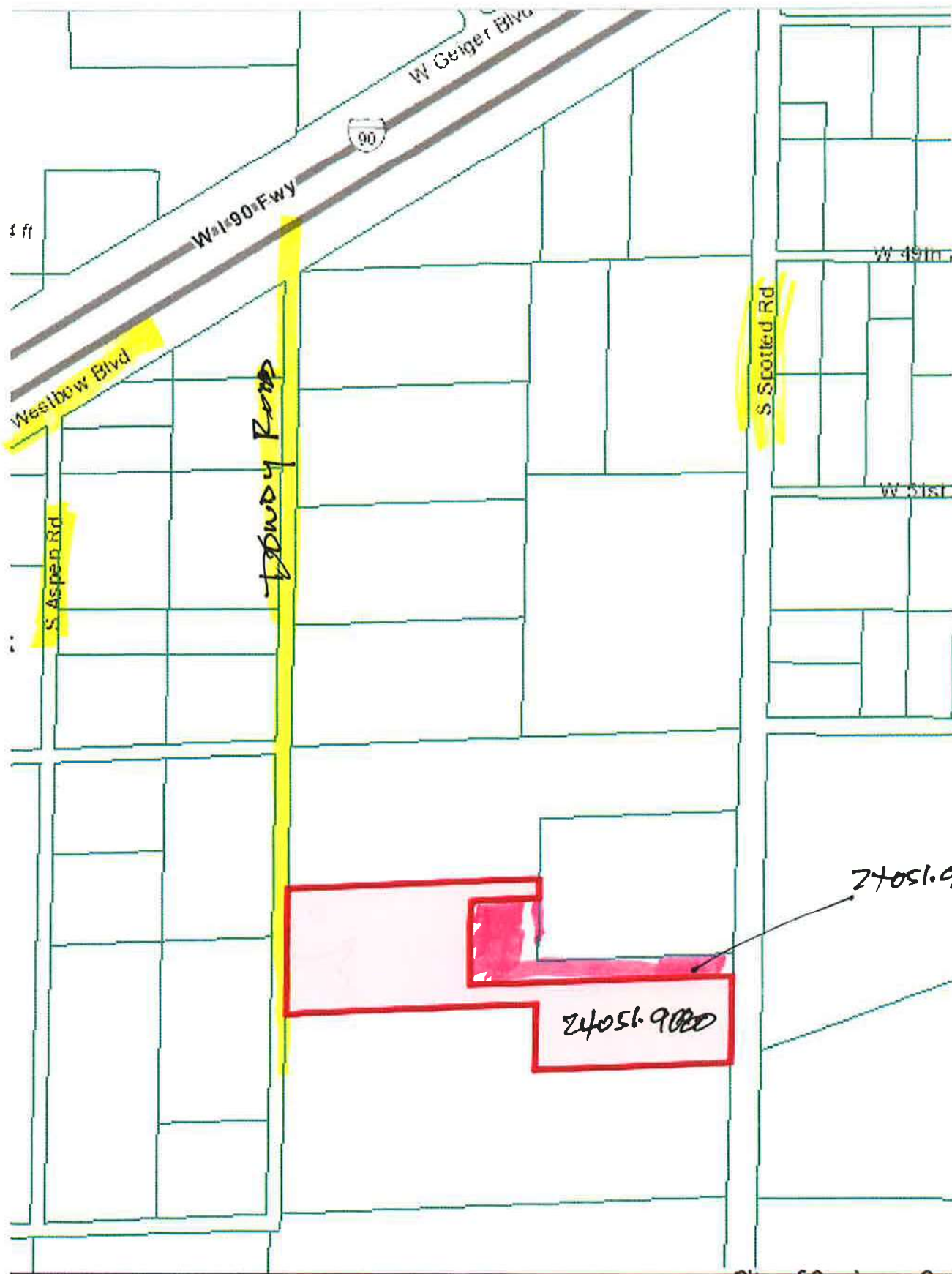
### Taxes

2019 Taxes: \$267.63

### Transfer Information

Rec. Date: 10/21/2015	Sale Price:	Doc Num: 0006445779	Doc Type: Q
Buyer: NICKSTER COMMERCIAL LLC		Seller: WARD,JOSEPH G	
Rec. Date: 6/7/2002	Sale Price:	Doc Num: 0004736090	Doc Type: Grant Deed
Owner: PINCH, MARK ETAL		Grantor: RIGMAIDEN, ROBERT G & STEPHANIE	
Orig. Loan Amt:		Title Co:	
Finance Type:	Loan Type:	Lender:	

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



24051.9081

24051.9080



## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Friendly 4 Partnership  
Application for Retail Service Area Amendment, Parcel #24051.0409

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 3.64 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 1400 feet north of the subject parcel along the unimproved right-of-way of South Dowdy Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** JUNE 20, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes YES No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No \_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: ☒ Yes / ☐ No PARCEL # 24051.0409  
SEE ATTACHED LEGAL

**PROPERTY OWNER: (Please Print)**

Name: FREEDMAN & PARTNERSHIP  
Address: 212 WEST 32ND AVE  
SPOKANE, WA Zip 99203  
Daytime Phone: 509-999-7222  
Email Address: DICK.EDWARDS@ME.COM

DE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

DE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Dick Edwards July 25, 2019  
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222  
Printed Name Relationship to Owner Phone Contact #

Dick.Edwards@ME.COM  
e-mail Address

## Spokane County Parcel Information

**First American  
Title Company**

Parcel ID #: 24051.0409

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

**Owner Information**

Name: Edwards Etal, R S

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Freeway 4

Taxpayer Address: 312 W 32nd Ave

WA 99203-1764

**Assessor Information:**

Property Identification #: 24051.0409

Parcel Description: 91 - Vacant Land

Property Size: 3.64 Acres (158,558 SqFt)

Lot Width: 512 Lot Depth: 310

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

**Legal Description**

JAMIESON PART LTS 1 THRU 4 BLK 8

**Assessments****Taxes**

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$63,200.00	63200
2019	\$0.00	\$29,900.00	29900
2018	\$0.00	\$29,900.00	29900
2017	\$0.00	\$19,100.00	19100

2019 Taxes: \$332.87

**Transfer Information**

Rec. Date: 8/11/1981

Sale Price: \$16,000.00

Doc Num: 0810024813

Doc Type:

Owner: EDWARDS, R S ETAL

Grantor:

Orig. Loan Amt:

Title Co:

Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Pacific Lofts Application for Retail Service Area Amendment, Parcels #24051.0116, #24051.0103 and #24051.0104

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 7, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 2.73 acres, 0.91 acres and 1.82 acres for a total area of 5.46 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the Plains Pressure Zone. Capacity exists in the Plains system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 580 feet north of the nearest subject parcel along the unimproved right-of-way of South Dowdy Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:



- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

# City of Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** June 7, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes X No
- Does the property have a prior commitment to serve water? Yes     No X
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes X No

**LEGAL DESCRIPTION: By Applicant**

Lots 5,6,7,8,9 & 10 \_\_\_\_\_ Block 1  
Addition Jamieson Park

Legal Attached: Yes/No

**PROPERTY OWNER: (Please Print)**

Name: Pacific Lofts, LLC c/o Tom Power  
Address: 719 W Saxon Dr  
Spokane, Wa 99203 \_\_\_\_\_  
Daytime Phone: 509-475-6309  
Email Address: tomcpower@gmail.com \_\_\_\_\_

Yes [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

Yes [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

 \_\_\_\_\_  
Signature of Owner or Owner's Authorized Representative  
Date 6/7/19

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Relationship to Owner  
\_\_\_\_\_  
509-475-6309  
Phone Contact #

\_\_\_\_\_  
e-mail Address  
tomcpower@gmail.com



**First American**

**First American Title Insurance Company  
40 E Spokane Falls Blvd  
Spokane, WA 99202**

**Exhibit A**

File No: 4259-3249464

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Spokane, State of Washington, described as follows:

*5, 6, 7, 8*  
LOTS 9 AND 10, BLOCK 1 OF JAMIESON PARK AS PER PLAT THEREOF RECORDED IN VOLUME "J" OF PLATS, PAGE 21;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON,

EXCEPT THE EAST FIVE (5) FEET THEREOF WHICH IS TO BE DEDICATED TO THE COUNTY OF SPOKANE FOR ROAD RIGHT-OF-WAY PURPOSES.

Situs Address: Vacant Land, Spokane, WA 99224

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

*Parcel #s: 24051.0116; 24051.0103; 24051.0104*



## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Whitetail LLC Application for Retail Service Area Amendment, Parcel #35263.9141

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated February 2, 2020, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 7.34 acres located Glenrose Prairie area of southeast Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the High Pressure Zone. Capacity exists in the High Pressure Zone to serve the subject parcel.

**Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the Alcott Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply to the subject parcel. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**2. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**3. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 550 feet southwest of the subject parcel in 29<sup>th</sup> Avenue. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Alcott Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



# City of Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 2/2/2020

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes A No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No N/A
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_\_ No N/A

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: ☒ Yes / ☐ No

**PROPERTY OWNER: (Please Print)**

Name: Whitetad LLC  
Address: 4515 E 29th Ave  
Spokane, WA Zip 99223  
Daytime Phone: (509) 475-8859  
Email Address: \_\_\_\_\_

Int. [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

Int. [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

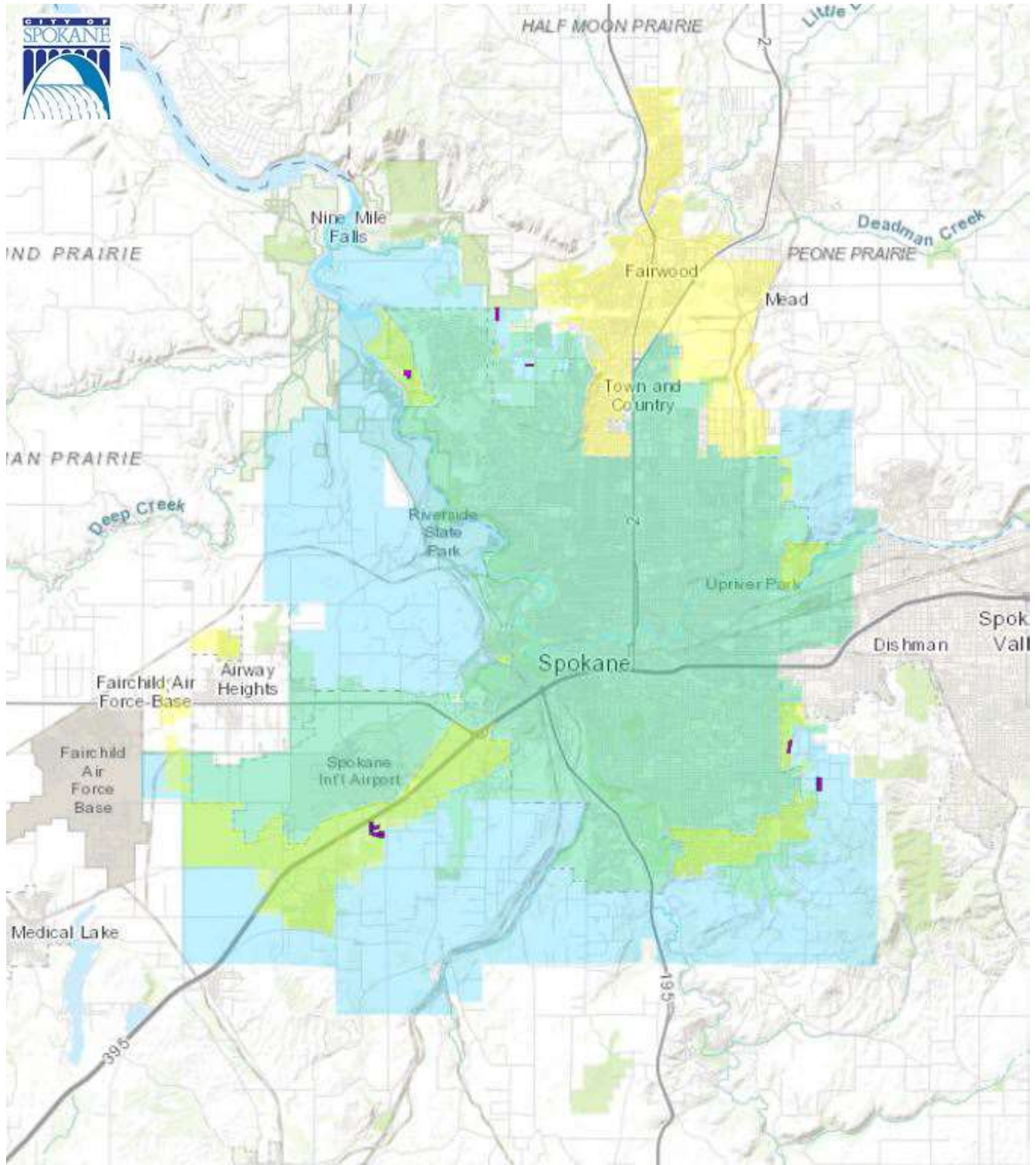
*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

[Signature] 2/2/2020  
Signature of Owner or Owner's Authorized Representative Date

Cameron Napora LLC Managing Member (509) 475-8859  
Printed Name Relationship to Owner Phone Contact #

Cameronnapora@gmail.com  
e-mail Address

# 2021 Water Retail Service Applications





## 2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
<b>26212.9098</b>	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
<b>35354.9042, .9043, .9044</b>	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
<b>24051.9079</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9077</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9080, .9081</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0409</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0116, .0103, .0104</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26231.9207</b>	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
<b>26142.9021</b>	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
<b>35263.9141</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26133.0272</b>	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol>	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> <li>3. Can serve after amendment:</li> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol>	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

#### **A. City of Spokane Sewer Service**

1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
    - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
  2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of





mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

---

## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

---

### Policies

#### CFU 4.1 Compact Development

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### CFU 4.2 Access to Utility Easements

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

05/03/2021

**Date Rec'd**

4/21/2021

**Clerk's File #**

RES 2021-0038

**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**

Resolutions

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

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - C

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9207.

**Summary (Background)**

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

3/19/20 &amp; 11/5/20

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Cathcart

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org

**Additional Approvals**

mvanderkamp@spokanecity.org

**Purchasing**


## **RESOLUTION 2021-0038**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9207.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26231.9207 have requested water service from the City of Spokane for purposes of serving a new home to be constructed on 5.21 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 24-inch water main in Five Mile Road, adjacent the Parcel, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such

services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, 1. Water Service Connections, states:

“Service connections outside a UGA may be allowed only under the following conditions:

1b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.”

WHEREAS, the City’s 24-inch water main, which is located adjacent to Parcel Number 26231.9207, was built in June of 2000 and the Parcel existed prior to this date; and

WHEREAS, in 2005, the City purchased a portion of Parcel Number 26231.9207 in order to build the City’s water booster station which supports and serves the Kempe Water Tank. This Tank and booster station were constructed in 2009 / 2010 and provide water service to area properties on Five Mile Prairie / Indian Trail in the Kempe Pressure Zone, where this property lies; and

WHEREAS, when this section of property was sold to the City, there may have been a representation and understanding between the City and the property owners, as a condition of the sale that the property owners could connect to the adjacent City water system when the remainder portion (26231.9207) was developed; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the adjacent water main and to comply with the City’s design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26231.9207 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26231.9207.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26231.9207 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Eldon Brown, P.E., Principal Engineer – Developer Services

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Beadle Application for Retail Service Area Amendment, Parcel #26231.9207

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated March 30, 2018, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcel is approximately 5.21 acres located in North Spokane in the Five Mile Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner for consideration of the subject property for inclusion in an amendment of the RSA boundary to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC. The following is a review of the subject property for consistency with these requirements for water service.

### **Duty to Serve Requirement: (WSP, Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject property is located in the Kemp Pressure Zone. Sufficient Capacity exists in the system to serve the proposed lot.

**Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. The parcel is adjacent to the water main located in North Five Mile Road where water is available. No main extension would be required and water service would need to meet the limitations outlined in CFU 3.6 Section B. The water main in North Five Mile Road directly adjacent to the subject parcel was installed in June 2000 which does appear to meet the limitations outlined in CFU 3.6, Section B where connection may be allowed to parcels directly adjacent to a water main if the Main was installed prior to May 31, 2001.

**Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**2. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water service from the North Five Mile Road water main would be capable of providing water service to the proposed subject parcel which is directly adjacent water main. The property owner would need to construct the service at their cost to provide water service to the subject parcel and construction shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

**Additional Considerations/Circumstances:**

Additional documentation for consideration is attached to the subject application.

If there are any questions or if you require additional information, documentation or clarification of the consistency review please contact me at your convenience.

Cc: Elizabeth Schoedel – Assistant City Attorney – COS Legal  
Dan Kegley, Director – Water & Wastewater Collections

Encl:



City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** Mar. 30, 2018

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_\_ No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No \_\_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_\_ No \_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

26231.9207  
Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No

23-26-42 S 1/2 of Folg. Desc. Prop. S 495 Ft. of N 990 Ft. of NE 1/4  
of NE 1/4 Exc. W 330 Ft. & Exc Rd & Exc S. 80 ft of E 80 ft.

**PROPERTY OWNER: (Please Print)**

Name: Virginia (Ming) Beadle  
Address: 8704 N. Kensington Dr.  
Spokane, Wa. Zip 99208  
Daytime Phone: 509-994-9775  
Email Address: gbeadle\_21@hotmail.com

AB [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

AB [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Virginia (Ming) M. Beadle  
Signature of Owner or Owner's Authorized Representative

03.30.18  
Date

Virginia M. Beadle (Mother to Catherine Beadle) 509-994-9775  
Printed Name Relationship to Owner Phone Contact #

gbeadle\_21@hotmail.com  
e-mail Address

## **Supplemental to Application to Expand the Retail Water Service Area**

Application Date: March, 30, 2018  
Applicant: Virginia (Ginny) Beadle  
Parcel No. 26231.9207

Last summer the City Council considered this application to expand the Retail Water Service Area to the property, together with 7 other applications, and the City Council voted to reject the application. For the reasons set forth below, the City Council should grant this application.

As specifically stated by Eldon Brown in the Memorandum dated April 2, 2018 which was submitted for the City Council's consideration with the application, the relevant law and policies applicable to the application include the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, WAC 246-290 and the City of Spokane Comprehensive Plan (specifically CFU 3.6).

Below is a recitation of applicable law, regulations, policies and zoning characteristics, all of which when taken together should result in the approval of this application by the City.

### **Relevant Property Characteristics**

The property is located in the City of Spokane Future Service Area, but is outside of the Urban Growth Area (UGA) and is outside the City of Spokane Retail Service Area (RSA).

### **The City Would be Timely and Reasonable in Granting this Application and Providing the Requested Water Services**

A municipal water supplier has a duty to provide retail water service within its retail service area if certain conditions are met. RCW 43.20.260. A municipal water supplier has the right of first refusal to provide water service in its designated future service area, and it may choose to decline a request for water service outside of the retail service area if it cannot or will not provide the new service in a timely and reasonable manner as defined in the located WSP. See Washington State Department of Health documents entitled "Timely and Reasonable Water Service" and "Service Areas in Planning Documents" attached as Exhibit A. As discussed in the DOH documents, if the municipal water supplier cannot or will not provide the requested water service in a timely and reasonable manner, the applicant has the right to seek service from another water system or develop a new public water system if an existing system is not willing or able to provide the service.

The DOH suggests that the "timely" component is 120 days from the date on which the applicant and the water system complete a formal agreement. The DOH further suggests that new water service is "reasonable" if the conditions of service and the associated costs are (i) consistent with local land-use plans and development regulations; (ii) consistent with those documented in the system's approved water system plan; and (iii) consistent with the system's acknowledged standard practice experienced by other applicants requesting similar water services.

Section 1.7 of the City of Spokane's WSP states that the provision of service outside of the City's RSA will be reasonable if (i) the conditions of the request for service comply with the Comprehensive Plan and

Lands outside of Urban Growth Areas (UGAs) will have low densities that can be sustained by minimal infrastructure improvements such as septic systems, individual wells and rural roads. When domestic water service can be provided in a timely and reasonable manner, individual wells should not be allowed. Growth outside of Urban Growth Areas (UGAs) should not alter the rural character, degrade the environment or create a need for urban services. However, areas outside of the Urban Growth Areas (UGAs) must be adequately planned in order to accommodate future expansions of the Urban Growth Areas (UGAs).

*(emphasis added.)*

The Spokane County Code defines the “Urban Reserve” zoning classification as including land outside of the UGA that is preserved for expansion of urban development in the long term. “These areas are given development standards and incentives so that land uses established in the near future do not preclude their eventual conversion to urban densities. Residential clustering is encouraged to allow residential development rights while ensuring that these areas will be available for future development.” SCC 14.16.100. Further, attached as Exhibit C, is Spokane County published information on land use categories and policies, which provides as follows:

The Urban Reserve Area category includes lands outside the Urban Growth Area that are considered for growth within a 40-year planning horizon. These areas are given special consideration, such as low-density, large-lot development, so that land uses established in the near future do not preclude their eventual conversion to urban densities... The use of public water systems or community wells is encouraged...

(published at <https://www.spokanecounty.org/DocumentCenter/View/926/Descriptions-of-the-Different-Categories-PDF?bidId=>; *emphasis added*).

Attached hereto as Exhibit D is a letter from Ginny Beadle outlining health and safety issues regarding drilling a well on the property, which include historical use of pesticides on the property for agricultural purposes, evidence of issues with wells on neighboring properties (such as the presence of harmful microorganisms) and issues with the water table and negative impacts on wells in the area. These public health and safety concerns, coupled with the underlying zoning and City policies make it clear that the City should approve the application for connection to public water.

### **Analysis and Conclusion**

The property at issue is located in the City of Spokane FSA but outside of the UGA and the RSA. The property is zoned Urban Reserve. Therefore, as discussed above in detail, it is contemplated by the various laws, regulations and plans that the applicant must first ask to connect to the City water system so the City can exercise its first right of refusal to provide the water services if it can do so in a timely and reasonable manner. This application and the inclusion of the property in the RSA will certainly be timely (there does not appear to be any issue with review of the application or connection to the water main essentially in the front yard of this property). Approval of this application will be reasonable based on both the DOH suggestions for reasonableness and the WSP because it is consistent with local land-use plans and development regulations and the WSP, and there is no indication that applicants with properties similarly situated and zoned would not, or have not, be treated similarly.



## Support for Water Service from City of Spokane

I am requesting water for parcel 26231.9207.  
My property is adjacent to a water main on  
Five Mile Rd.

In 2005 My Mom and I sold a piece of property  
80' x 80' to the city of Spokane for a booster  
station to make water available for others.  
Mr. Nesbitt and I talked about water access to  
my property on Five Mile Rd.

At the time I sold the property, <sup>I understood that</sup> I would be  
able to return and apply for water.

Please consider my request for water for  
parcel 26231.9207.

Thank you!

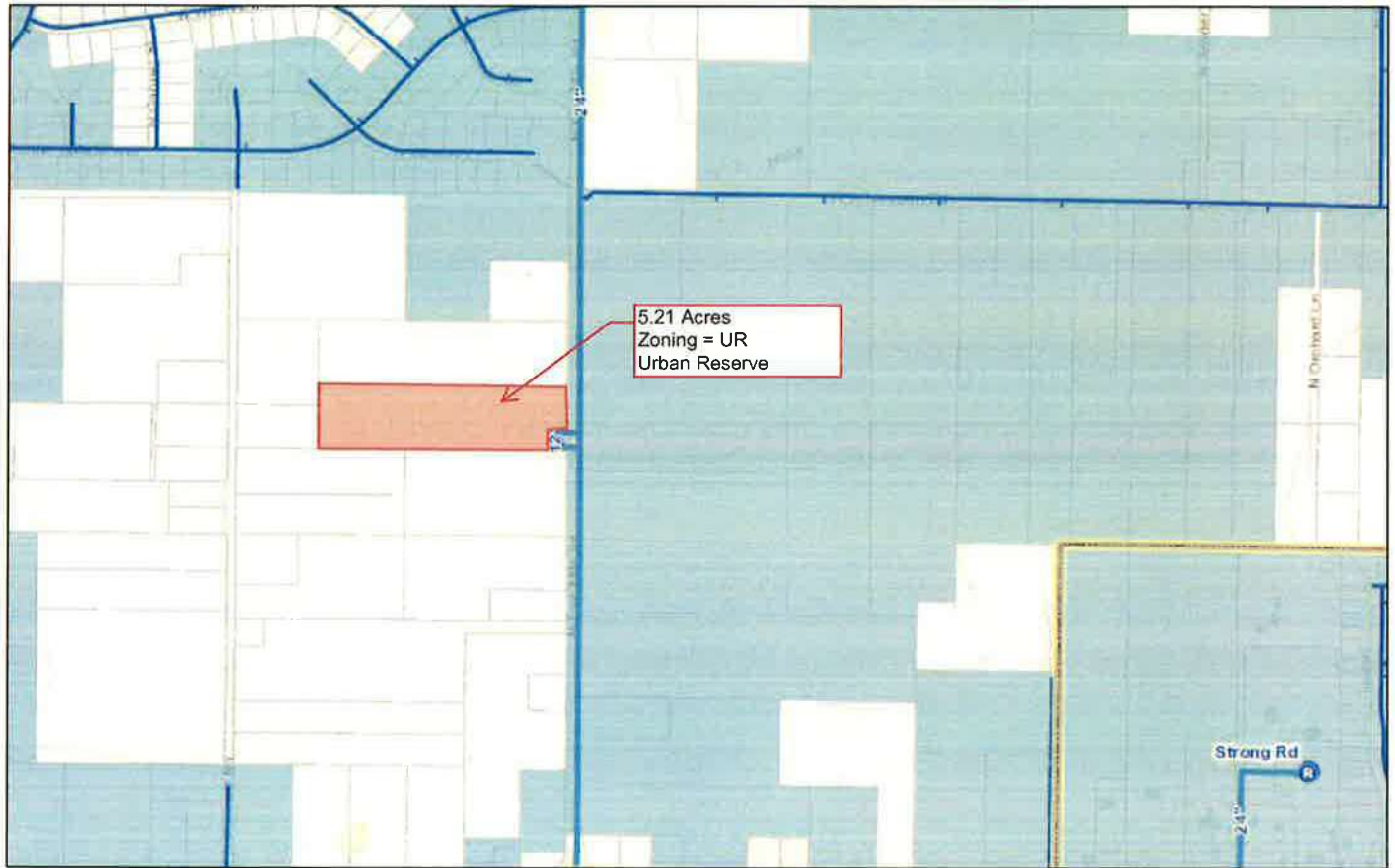
Mining Beadle

8704 N. Kensington Dr.

Spokane, Wa. 99208

509-994-9775

# Virginia Beadle - 26231.9207



April 11, 2018

## Areas

Override 1



City of Spokane Boundary



Storage Facility

## Water Main



Distribution Main

Hydrant Lead

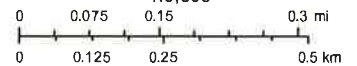
Transmission Main

Water Retail Service Area



Parcel

1:9,503

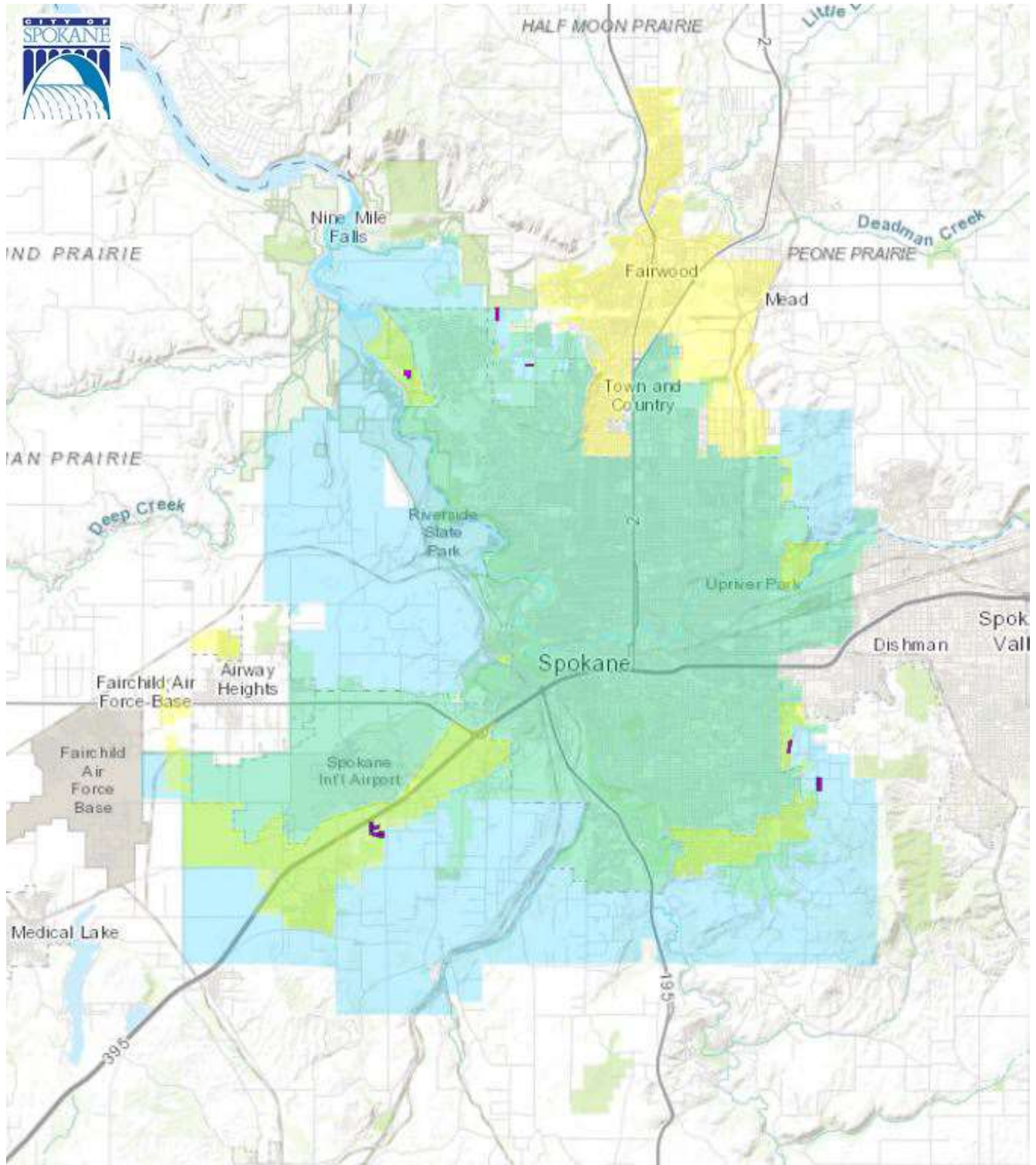


City of Spokane GIS  
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

City of Spokane GIS  
City of Spokane GIS



# 2021 Water Retail Service Applications



## 2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
<b>26212.9098</b>	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
<b>35354.9042, .9043, .9044</b>	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
<b>24051.9079</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9077</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9080, .9081</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0409</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0116, .0103, .0104</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26231.9207</b>	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
<b>26142.9021</b>	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
<b>35263.9141</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26133.0272</b>	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary



Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
<p>Duty To Serve</p>	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol>	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> <li>3. Can serve after amendment:</li> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol>	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

#### **A. City of Spokane Sewer Service**

1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
    - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
  2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

---

## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

---

### Policies

#### CFU 4.1 Compact Development

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### CFU 4.2 Access to Utility Easements

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

05/03/2021

<b>Date Rec'd</b>	4/21/2021
<b>Clerk's File #</b>	RES 2021-0039
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DSC, CODE ENFORCEMENT & PARKING SERVICES
<b>Contact Name/Phone</b>	ELDON BROWN 6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - D

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9021.

**Summary (Background)**

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

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

**Budget Account****Approvals**

<b><u>Dept Head</u></b>	BECKER, KRIS
<b><u>Division Director</u></b>	BECKER, KRIS
<b><u>Finance</u></b>	HUGHES, MICHELLE
<b><u>Legal</u></b>	RICHMAN, JAMES
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	3/19/20 & 11/5/20
<b><u>Council Sponsor</u></b>	CM Cathcart

**Distribution List**

ebrown@spokanecity.org
kbecker@spokanecity.org
mvanderkamp@spokanecity.org

**Additional Approvals****Purchasing**


## **RESOLUTION 2021-0039**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9021.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health (WSDOH) rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26142.9021 and the WSDOH have made a specific request for water service from the City of Spokane for purposes of serving an existing family farm on 9.90 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 24-inch transmission water main in the City's Kempe Water Tank Site, near the Parcel, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such

services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

2a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety"; and

WHEREAS, the WSDOH provided a letter dated July 15, 2019 supporting the connection of this Parcel to the City water system based upon their assessment of the health and safety considerations of the workers and employees operating the farm. Presently, water must be transported to the site for all uses necessary to operate the farm; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the existing water main and to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26142.9021 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26142.9021.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26142.9021 consistent with this resolution and City code.



3) Staff is authorized to seek the approval of the WSDOH for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Klimok Application for Retail Service Area Amendment, Parcel #26142.9021

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 27, 2019, is located in the City of Spokane Future Service Area, outside of the Urban Growth Boundary (UGA) and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 9.90 acres located in Five Mile Prairie area in North Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Kempe Pressure Zone. Sufficient capacity exists in the Kempe Pressure Zone to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The subject parcel lies outside of the UGA and outside of the current RSA boundaries and is adjacent to an existing water main. Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan.

The limitations outlined in CFU 3.6 water service connections outside the UGA may be allowed if the parcel meets specific conditions. Section B. City of Spokane Water Service, subsection 2. (a.) provides the following condition: The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses and immediate threat to public health or safety. Information included with the application states the water use will be for farm operations to include potable use for farm workers and bee keeping operations to include basic necessities such as hand washing, hygiene, food preparation and restroom sanitation. Also included with the application is a letter dated July 15, 2019 from the Washington State Department of Health. The Letter voices support for the application to connect to the City of Spokane public water system citing the benefit to the health and safety of the applicant and its workers. The existing operating conditions at the subject parcel and the letter from the Department of Health may interpreted to meet the conditions of CFU 3.6.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* The subject property is located adjacent to a City of Spokane water facility capable of providing water service to the proposed subject parcel. The developer would need to construct infrastructure improvements at their cost to

extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development requirements.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

A letter dated July 15, 2019 from the State of Washington Department of Health is included with the application to expand the retail water service area discussing the subject parcel and the benefit to health and safety. Additional information with the application includes efforts and research completed to explore other potential sources of water to include well drilling and service from neighboring water purveyors. No other potential sources of water investigated by the applicant appear feasible at this time.

Following our consistency review of the subject application we find that the subject parcel in the application may be considered timely for an amendment if the application and supplemental documentation is found to meet the limitations of CFU 3.6 for water service outside of the Urban Growth Boundary. The use is an existing condition and a water facility is located adjacent to the subject parcel with capacity to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 6/27/2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_\_ No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No \_\_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_\_ No \_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No

10711 N Dorset Rd  
Spokane, WA 99208

Parcel Number: 26142.9021

**PROPERTY OWNER: (Please Print)**

Name: Rubim Klimok  
Address: 7819 N Debby Lynn CT  
Spokane, WA Zip 99208  
Daytime Phone: (509) 270-5803  
Email Address: ruben@outdoorbee.com

R.K. [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

R.K. [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Rubim 6/27/19  
Signature of Owner or Owner's Authorized Representative Date

Rubim Klimok Owner (509) 270-5803  
Printed Name Relationship to Owner Phone Contact #

ruben@outdoorbee.com  
e-mail Address

## **Application to Expand the Retail Water Service Area**

10711 N Dorset Rd  
Spokane, WA 99208

### **Purpose:**

The use for this water will be for our Family Farm operations including

- Drinking for Honey Bees and Livestock
- Water for Stock tanks and mixing feed
- Water for drinking(employees) and basic hygiene

### **Abstract:**

10711 N Dorset Rd is a 9.9 acre lot located on the Northwest corner of the Five mile UGA. Our lot is a family farm beekeeping operation and safe water is needed for Family, workers, and livestock. A well was drilled on 7-27-17 with a result of 0 Gal/min. Further studies have been to obtain safe water both through Whitworth and other methods have been told to us are unlikely to succeed. The Spokane City water tower is next to our property. We would like to expand the UGA to have safe, potable water for our farm use. The closest neighboring wells have been decommissioned due to contamination and are connected to city water.

### **Case:**

In early 2015 our family purchased a 9.9 Acre parcel located at the northwest corner of the 5-Mile area bordering the Little Spokane Area Natural Area. This parcel makes an ideal place for our farm needs at the 2400ft elevation and near 400+ acres of natural protected north of us. The property is used daily for honey bees and livestock.

Our current use of water demands the nourishment of our family, bees, and workers. The temporary solution has been to bring water using totes and containers for our daily use with bees and employees. Since 2015 we have been filling up water from our Five mile city residence(7819 N Debby Lynn Ct) and hauling over to our property. This is increasingly stressful and carries the liability of health risks due to the storage and limited supply.



Our farm workers and bees require water for daily well-being. The health liabilities we face and continuously mitigate have been from basics such as hand washing, hygiene, food preparation, restroom sanitation to more general issues such as the sanitary and adequate feeding of bees and livestock. Keeping the water storage tanks in clean healthy condition from any bacterial growth is a major challenge and the plastic containers are always a health concern for us. In hot summer months the stored water gets warm causing even more concerns.

We have spent considerable efforts and money to obtain a permanent solution for clean potable water to the property. Based on Washington Well Log reports, this area does not have any good functioning wells. The nearest wells were decommissioned and connected to city water. On July 27, 2017 drilling was performed for a water well, being unsuccessful. We worked with HGI-World, a local well siting company, to attempt to locate water but due to the interference of high power lines running in the area through the property, there does not appear to be a method to make locating successful.

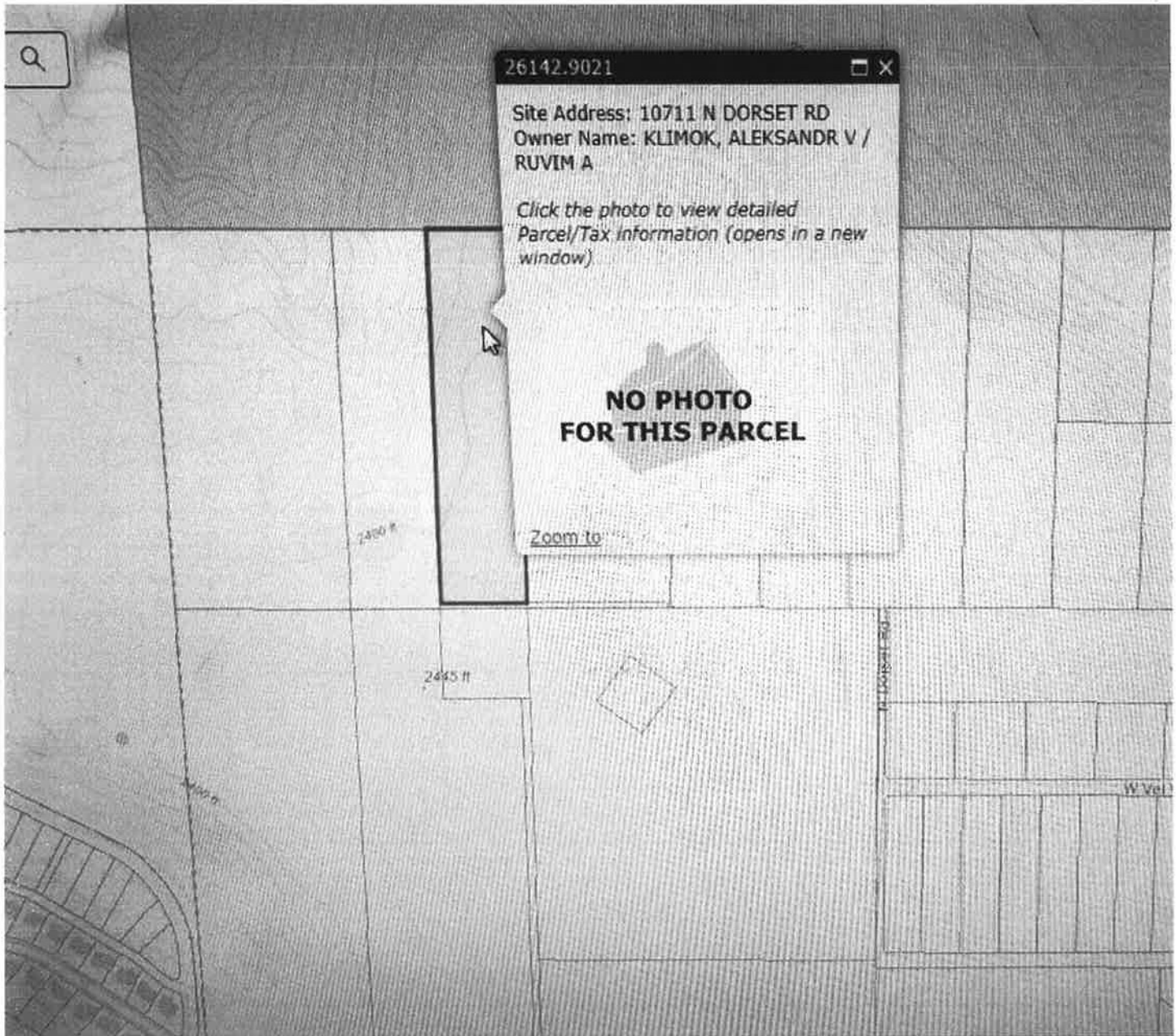
Spokane County Water Resources lists the City of Spokane as our water supplier. Due to the UGA, we have been unable to obtain water from the district. We attempted to obtain water from Whitworth Water District and from Velview Water District #13. Whitworth Water District can not supply due to the distance and elevation. Velview Water District #13 cannot supply due to their wells lack of water. The City of Spokane water tower is located 50 feet from our property and is our only hope for a healthy and sanitary water source. We are in desperate need of water and The City of Spokane is our only hope!

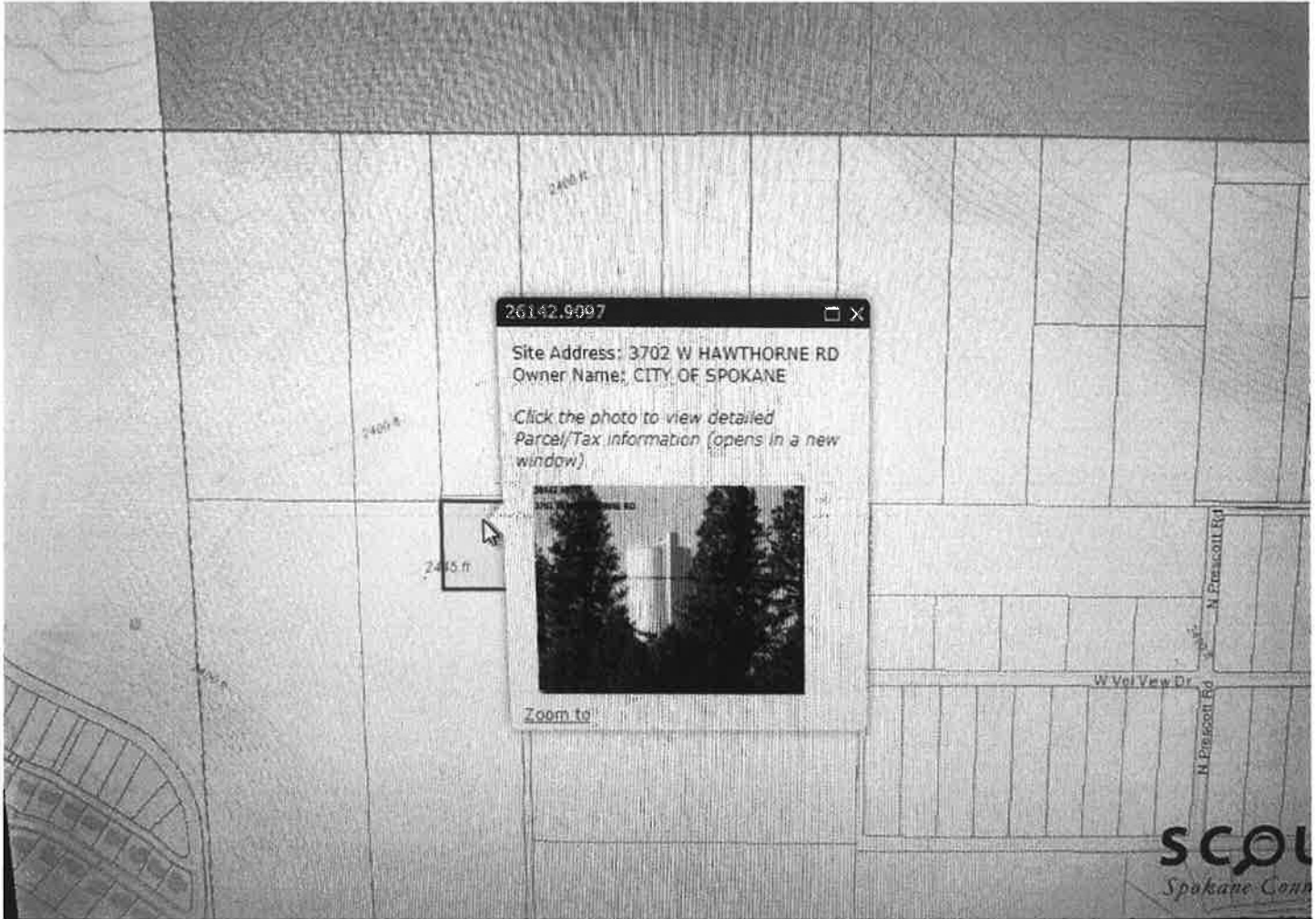
**Address: 10711 N Dorset Rd**

**Parcel: 26142.9021**

**Legal Description:**

14 26 42 E1/2 OF NW1/4 OF NW1/4 EXC W333.22FT; SUBJ TO ESMT;EXC THE S 20FT  
THEREOF





Unassigned Address

26113.9010

Unassigned Address

0 UNKNOWN ADDRESS

Unassigned Address

Unassigned Address

10711 N DORSET RD

10701 N DORSET RD

26142.9018

26142.9020

26142.9021

26142.9099

26142.9027

26142.9026

0 UNKNOWN

3702 W

HAWTHORNE RD

Unassigned Address

26145.9060

26145.9101

26142.9097

26142.9062

26142.9061

3701 W VEL

SCOR  
Spokane County



**Proposed water  
line**





STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
EASTERN DRINKING WATER REGIONAL OPERATIONS  
16201 E Indiana Avenue, Suite 1500, Spokane Valley, Washington 99216-2830  
TTY Relay 1-800-833-6384

July 15, 2019

Dan Kegley, Director  
City of Spokane Water Department  
914 E North Foothills Dr.  
Spokane, WA 99207-2794

Subject: DOH Support for Application to Expand the Retail Water Service Area

Dear Mr. Kegley:

I write this letter in support of Ruvim Klimok's application for a connection from the City of Spokane public water system to his property at 10711 N. Dorset Road. Although his property is outside the boundaries of the City's designated Retail Water Service Area, we believe that the benefit to the health and safety of Mr. Klimok's family and employees, as well as the relative ease with which the service connection may be made, favors approval of Mr. Klimok's application.

Mr. Klimok has made a sincere effort to find other options for safe and reliable delivery of drinking water to his property, including drilling a new well and connecting to other public water systems nearby. Unfortunately, none of these other options were feasible. City of Spokane drinking water infrastructure exists on property adjacent to Mr. Klimok's property, presenting an opportunity for a solution that is feasible for both the city and Mr. Klimok.

The Department of Health supports approval of Mr. Klimok's application for a drinking water connection from the City of Spokane public water system to his property at 10711 N. Dorset Road.

Sincerely,

Dorothy Tibbetts, MS, MPH  
Regional Manager  
Office of Drinking Water  
Division of Environmental Public Health

cc: Scott Mallery, PE  
Ruvim Klimok

Wed, Mar 13, 2019 at 12:29 PM

**Subject: Geophysics for well siting**

Hi Oleg,

I'm sorry it's taken a little bit to get back to you about this after talking to you the other day. In reviewing your site, there doesn't appear to be a great geophysical method to help you. The best one would be electrical resistivity; however, the northern portion of your site has high-voltage power lines which would likely cause interference with the electrical resistivity measurements. It's hard to say how bad the interference would be, we may be able to get some data that are ok out there, or it could be mostly unusable. We've considered some other methods, but those would likely fair even worse with the power lines.

I've crunched the numbers, and for us to do a line of electrical resistivity across your site would cost about \$15,500. If the data are ok, then we should see down about 260 feet in the middle of your site. The maximum depth of penetration would only be achieved in the middle of the site, and it would decrease to the north and south on a slope of 2.5:1 until it tapers to zero depth of penetration at the north and south ends of the site.

If this sounds like something you would like to try, please let me know and I will work up a formal proposal for you.

Regards,  
Jeremy

**Jeremy Strohmeyer, P.G.**  
Senior Project Manager

1806 Terminal Drive  
Richland, WA 99354  
Main Office: 509.946.7111  
Cell: 913.370.3048  
[jstrohmeyer@hgiworld.com](mailto:jstrohmeyer@hgiworld.com)  
[www.hgiworld.com](http://www.hgiworld.com)

Legal Notice: Files and attachments may only be used for the intent for which they were transmitted. No unauthorized reuse, redistribution or modification is permitted without the prior expressed written approval of hydroGEOPHYSICS, Inc.





# WATER WELL REPORT

State of Washington Date Printed: 14-Dec-2011  
Construction / Decommission: Original  
Construction Construction Notice

Log No.  
0

## CURRENT

Notice of Intent No.: A300628  
Unique Ecology Well I.D. No.  
Water Right Permit Number:

438342

OWNER: ELSTON, MAUREEN

OWNER ADD N 10701 DORSETT

Spokane, 99106

Well Add N 10701 DORSETT

City: Spokane

County: Spokane

Location: NE 1/4 NW 1/4 Sec 14 T 26 R 42 EW

Lat/Long: Lat Deg Lat Min/Sec

(s, t, r still) Long Deg Long Min/Sec

REQUIRED) Tax Parcel No.: 261427027

## CONSTRUCTION OR DECOMMISSION PROCEDURE

Formation: Describe by color, character, size of material and structure. Show thickness of aquifers and the kind and nature of the material in each stratum penetrated. Show at least one entry for each change in formation.

Material From To

JAN 17 2012

## Notes:

HAND DUG 5' DIAMETER 40' DEEP STATIC 23', WELL WAS FILLED WITH CHLORINATED PEA GRAVEL TO 23' THEN FILLED TO GROUND LEVEL WITH 5 SACKS CONCRETE

Work starts 10/12/2011 Complete 10/12/2011

## WELL CONSTRUCTION CERTIFICATION:

I constructed and/or accept responsibility for construction of this well and its compliance with all Washington well construction standards. Materials used and the information reported are true to my best knowledge and belief.

☒ Driller ☐ Engineer ☐ Trainee

Name: MARTY JENSEN License No.: 1933

Signature: 

If trainee, Licensed driller is: License No.:

Licensed Driller Signature

## Drilling Company:

NAME: FOGLE PUMP & SUPPLY, INC. Shop: AIRWAY HEIGHTS

ADDRESS: PO BOX 1450

Airway Heights, WA 99001

Phone: (509) 244-0846 Toll Free: (888) 343-9355

E-Mail: marty@foglepump.com

FAX: (509) 244-2875 WEB Site: WWW.FOGLEPUMP.COM

Contractor's

Registration No.: FOGLEPS096L4 Date Log Created: 10/21/2011

## PROPOSED USE:

TYPE OF WORK: Owners's Well Number: (If more than one well)

DECOMMISSIONED Method:

DIMENSIONS: Diameter of well: inches  
Drilled 0 ft. Depth of completed well ft.

CONSTRUCTION DETAILS: Casing installed  
Liner installed: " Dia from ft. to ft.  
" Dia from ft. to ft.  
" Dia from ft. to ft.

Perforations: No Used In:  
Type of perforator used  
SIZE of perforations in. by in.  
Perforations from ft. to ft.  
Perforations from ft. to ft.  
Perforations from ft. to ft.

Screens: 0 K-Pac Location:  
Manufacture's Name  
Type: Model No  
Diam. slot size: from ft. to ft.  
Diam. slot size: from ft. to ft.

Gravel/Filter packed: No Size of Gravel  
Material placed from ft. to ft.

Surface seal: No To what depth ft.  
Seal method: Material used in seal  
Did any strata contain unusable water No  
Type of water Depth of strata  
Method of sealing strata off

PUMP: Manufacture's name  
Type: H.P. 0

WATER LEVELS Land-surface elevation above mean sea level: 0 ft.

Static level ft. below top of well Date  
Artesian Pressure lbs per square inch Date  
Artesian water controlled by

WELL TESTS: Drawdown is amount water level is lowered below static level.

Was a pump test made No If yes, by whom

Yield: gal/min with ft drawdown after  
Yield: gal/min with ft drawdown after  
Yield: gal/min with ft drawdown after

Recovery data (time taken as zero when pump turned off)(water level measured from well top to water level)

Time:	Water Level	Time:	Water Level	Time:	Water Level

Date of test:

Bailer test gal/min ft drawdown after hrs.  
Air test gal/min w/ stem set at ft. for hours  
Artesian flow gpm Date  
Temperature of water Was a chemical analysis made No

# Watering Honey Bee Colonies

The value of water is often not recognized by beekeepers. The reasons are plentiful and attention must be paid to providing important moisture to a colony for its activities.

Many areas where bees are located may experience dry times during the course of the year. When intermittent creeks cease to flow and tree leaves show signs of moisture stress, bees become more noticeable to the general public. This can add up to telephone calls about honey bees collecting water from leaking faucets, bird baths, pet dishes and especially, swimming pools.

The beekeeper must provide a water source for bees if there is any likelihood the insects will forage in nearby urban areas during dry spells. Prevention is the only cure for this problem. Don't let the bees become trained to a watering place like a swimming pool. Once a water foraging pattern has been set, it is almost impossible to do anything to change it.

Locating bees near accessible water is the best way to provide a continuous supply. It is also important to make sure that any potential water supply is not contaminated. Bee deaths have occurred in areas where rainfall runoff contained pesticides or other chemicals. If no source is located nearby, providing water in the apiary is possible, but often requires a good deal of planning and thought.

Fifty five gallon barrels or other containers can be filled with water and layered on top with wood floats to keep the bees from drowning. A problem with this kind of device is potential stagnation. Standing water has been implicated in spreading disease and it is a source of mosquito reproduction. Probably the best device is one that trickles water down a wooden board or slowly drips onto an absorbent material, keeping the surface damp.

Water can also be delivered inside a colony. This has been pioneered in dry areas and was found to also protect bees from pesticide poisoning. The technique consists of inserting a feeder inside the colony filled with plain water. One similar to those used for feeding syrup is adequate. A disadvantage is that one feeder is required for each colony provided water in this fashion.

Dr. Elbert Jaycox, author of Beekeeping in the Midwest states:

"If you have a dog or cat, it is a safe bet that the animal has a water dish within your home or close to it. If you enjoy wild birds, what is the first thing you do to see more of them? You put out a bird waterer or bird bath. With livestock, whether penned or on the range, you make sure that good water is always available within a reasonable distance. But with bees, we usually put them out in the city or the country without a permanent



source of water, often without a second thought about where they can get the water they need.

“The topic of water for bees is an important one right now when brood rearing is increasing rapidly, and it does not become passe until, in temperate climates, the bees are clustered within their hive for winter. I was going to say that readily-available water is less important during a nectar flow, but we are learning that this is not always the case, at least during hot weather in arid climates.

“Let’s look at the reasons why beekeepers should provide water for bees rather than forcing them to find it wherever they can. Right now, the bees in normal, strong colonies are rearing brood—the amount increases every week. Brood food is primarily water, close to 80 percent the first day of larval growth and about 55 percent on the sixth day. No problem, you say, the bees produce larval food from the glands in their bodies. But the bees are eating stored honey with a moisture content of only 15 to 20 percent, which doesn’t give them much to draw on for larval food. However, there is water produced from the bees’ metabolism, and some of it may condense within the hive. But as soon as the bees can fly, they are out collecting water to dilute stored honey and to provide moisture in food for larvae and the queen. Without sufficient water, colonies do not develop.”

Long ago, Dr. Eva Crane reported that small colonies given only water developed more rapidly than those given syrup or those not receiving either water or syrup. In the F.A.O. book, Tropical and Sub-tropical Apiculture, Crane lists the failure to provide water as one of three serious management errors, and relates the lack of water to inadequate brood rearing and colony development. Not surprising because without 90 to 95 percent relative humidity in the cells, eggs will not hatch.

In warm weather, bees need water also for cooling the hive. W.R. Sheesley and E.L. Atkins reported in 1986 that in-field water increased bee visits to alfalfa flowers and, subsequently, the set of seed. The close source of water freed extra bees for nectar collecting. Not as many bees were required to search for and collect water.

Atkins reported in 1987 that in-hive waterers improved the ‘welfare’ of colonies equipped with them. Earlier, Moffett, Stoner and Wardecker recorded an increase in honey production from colonies with in-hive waterers. Such results are to be expected when you consider that the bees of one colony collected at least one-half gallon of water in 24 hours in experiments by A.W. Woodrow at Tucson, Arizona.

Dr. Jaycox concluded: “There are other important reasons for providing water to bees. With a nearby source of clean water, bees are less liable to collect dirty and contaminated water. They have been known to collect arsenic and insecticides in the only water available to them. Colonies provided with nearby or in-hive water have

survived better with more brood and honey production during intensive insecticide applications around them.

“Water you provide can reduce nuisance problems when bees visit swimming pools, bird baths, wet laundry, and even newly-born animals to obtain moisture. We can help ourselves now and in the future by making sure there is water in every apiary. Then, when we begin managing Africanized bees, we will have the equipment and techniques ready to make those bees more productive and to reduce their desire and need to abscond, which relates strongly to the availability of year-round water. We need more innovative, modest-priced ways to keep water in or near the apiary.”

Availability of uncontaminated water for the human population is mirrored in honey bee colonies. Reports of damage by beekeepers where bees were forced to use insecticide-contaminated water drives this point home. The fact that eggs will not hatch in dry conditions and larval feeding is to a large degree based on moisture content of food as stated by Dr. Jaycox cannot be ignored. Creatively using water in areas where pesticides are applied or under conditions where availability of moisture is marginal should be explored by the beekeeper.

Providing water is one of the most important beekeeping tasks. Many creative watering devices can be seen on [youtube.com](https://www.youtube.com) videos . Contributor Rusty Burlew published a public honey bee watering device in a park at [Corvallis, Oregon](#).

#### Works Cited:

“Discussion of Providing Water to Bees and Its Importance in Honey Bee Management.” Apis Information Resource Center, [beekeep.info/a-treatise-on-modern-honey-bee-management/managing-nutrition/watering-honey-bee-colonies/](http://beekeep.info/a-treatise-on-modern-honey-bee-management/managing-nutrition/watering-honey-bee-colonies/).

## **Application to Expand the Retail Water Service Area**

10711 N Dorset Rd

Spokane, WA 99208

### **Purpose:**

The use for this water will be for our family farm operations including

- Drinking for Honey Bees and Livestock
- Water for Stock tanks and mixing feed
- Water for drinking(employees) and basic hygiene

### **Abstract:**

10711 N Dorset Rd is a 9.9 acre lot located on the Northwest corner of the Five mile UGA. Our lot is a family farm beekeeping operation and safe water is needed for Family, livestock, and workers. A well was drilled on 7-27-17 with a result of 0 Gal/min. Further studies have been to obtain safe water both through Whitworth and other methods have been told to us are unlikely to succeed. The Spokane City water tower is next to our property. We would like expand the UGA to have safe, potable water for our farm use. The closest neighboring wells have been decommissioned due to contamination and are connected to city water.

### **Case:**

In early 2015 our family purchased a 9.9 Acre parcel located at the northwest corner of the 5-Mile area bordering the Little Spokane Area Natural Area. This parcel makes an ideal place for our farm needs at the 2400ft elevation and near 400+ acres of natural protected north of us. The property is used daily for honey bees and livestock.

Our current use of water demands the nourishment of our family, bees, and workers. The temporary solution has been to bring water using totes and containers for our daily use with bees and employees. Since 2015 we have been filling up water from our 5 mile residence and hauling over to our property. This is increasingly stressful and carries the liability of health risks due to the storage and limited supply.

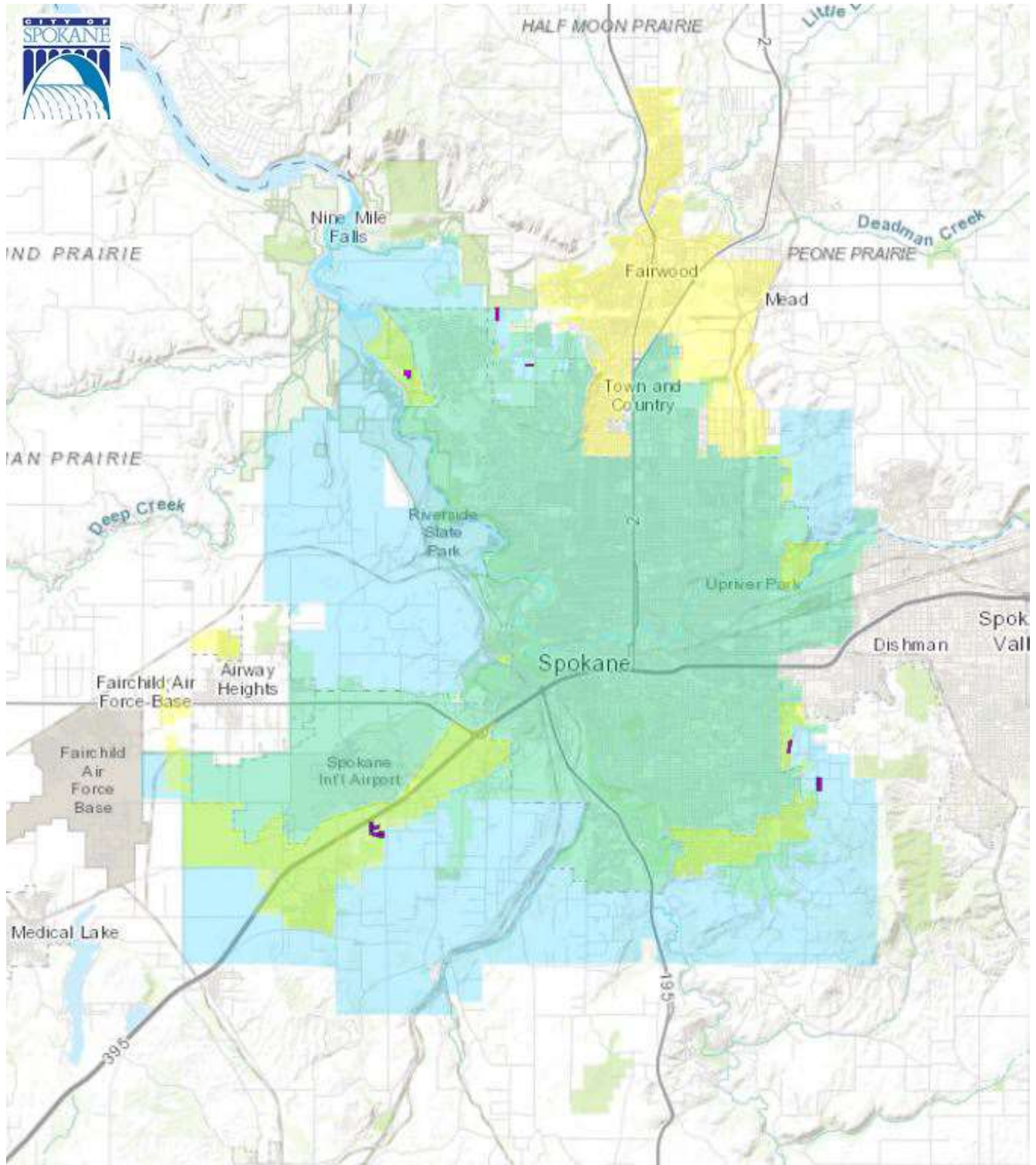
Our farm workers and bees require water for daily well-being. The health liabilities we face and continuously mitigate have been from basics such as hand washing, hygiene, food preparation, restroom sanitation to more general issues such as the sanitary and adequate feeding of bees and livestock. Keeping the water storage tanks in clean healthy condition from any bacterial growth is a major challenge and the plastic containers are always a health concern for us. In hot summer months the stored water gets warm causing even more concerns.

We have spent considerable efforts and money to obtain a permanent solution for clean potable water to the property. Based on Washington Well Log reports, this area does not have any good functioning wells. The nearest wells were decommissioned and connected to city water. On July 27, 2017 drilling was performed for a water well, being unsuccessful. We worked with HGI-World, a local well siting company, to attempt to locate water but due to the interference of high power lines running in the area through the property, there does not appear to be a method to make locating successful.

Spokane County Water Resources lists the City of Spokane as our water supplier. Due to the UGA, we have been unable to obtain water from the district. We attempted to obtain water from Whitworth Water District and from Velview Water District #13. Whitworth Water District can not supply due to the distance and elevation. Velview Water District #13 cannot supply due to their wells lack of water. The City of Spokane water tower is located 50 feet from our property and is our only hope for a healthy and sanitary water source. We are in desperate need of water and The City of Spokane is our only hope!



# 2021 Water Retail Service Applications





## 2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
<b>26212.9098</b>	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
<b>35354.9042, .9043, .9044</b>	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
<b>24051.9079</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9077</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9080, .9081</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0409</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0116, .0103, .0104</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26231.9207</b>	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
<b>26142.9021</b>	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
<b>35263.9141</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26133.0272</b>	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
<p>Duty To Serve</p>	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol>	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> <li>3. Can serve after amendment:</li> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol>	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

#### **A. City of Spokane Sewer Service**

1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
    - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
  2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

---

## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

---

### Policies

#### CFU 4.1 Compact Development

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### CFU 4.2 Access to Utility Easements

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

05/03/2021

<b>Date Rec'd</b>	4/21/2021
<b>Clerk's File #</b>	RES 2021-0040
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DSC, CODE ENFORCEMENT & PARKING SERVICES
<b>Contact Name/Phone</b>	ELDON BROWN 6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	4700 - RESOLUTION TO MODIFY WATER SERVICE AREA - E

**Agenda Wording**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26133.0272.

**Summary (Background)**

Various property owners are requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

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

**Budget Account****Approvals**

<b><u>Dept Head</u></b>	BECKER, KRIS
<b><u>Division Director</u></b>	BECKER, KRIS
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	3/19/20 & 11/5/20
<b><u>Council Sponsor</u></b>	CM Cathcart

**Distribution List**

ebrown@spokanecity.org
kbecker@spokanecity.org
mvanderkamp@spokanecity.org

**Additional Approvals****Purchasing**


## **RESOLUTION 2021-0040**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26133.0272.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26133.0272 have requested water service from the City of Spokane for purposes of serving one (1) home to be constructed on 14.47 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside but adjacent to the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 10-inch distribution main in Hawthorne Road that terminates at the west boundary of the Parcel near the north end, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such



services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

- 1b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA Boundary"; and

WHEREAS, the main and the Parcel requesting connection are both located adjacent to the UGA Boundary: and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the existing water main and to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26133.0272 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

- 1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26133.0272.

- 2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26133.0272 consistent with this resolution and City code.

- 3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution

and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: August 27, 2020

TO: Eldon Brown, P.E., Principal Engineer – Developer Services

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Maefsky Application for Retail Service Area Amendment, Parcel #26133.0272

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated March 20, 2020, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcel is approximately 14.47 acres located in North Spokane in the Five Mile Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner for consideration of the subject property for inclusion in an amendment of the RSA boundary to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC. The following is a review of the subject property for consistency with these requirements for water service.

### **Duty to Serve Requirement: (WSP, Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject property is located in the Kemp Pressure Zone. Capacity exists in the system to serve the proposed lot.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. Water service to this parcel is stated to be for a single family residence in the application for the subject parcel. No main extension would be required and water service would need to meet the limitations outlined in CFU 3.6 Section B. The water service connection point is proposed from the existing water main in Hawthorne Road directly east of the subject parcel. In order to meet the limitation outlined in CFU 3.6 the main must be installed prior to May 31, 2001 or the main must be located along the UGA boundary. The water main in Hawthorn Road is located in the boundaries of the Five Mile UGA and the water main extends to the Five Mile UGA boundary therefore the application appears consistent with the limitations set forth in CFU 3.6.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water service from the Hawthorn Road water main would be capable of providing water service to the proposed subject parcel which is directly adjacent water main. The property owner would need to construct the service at their cost to provide water service to the subject parcel and construction shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

**Additional Considerations/Circumstances:**

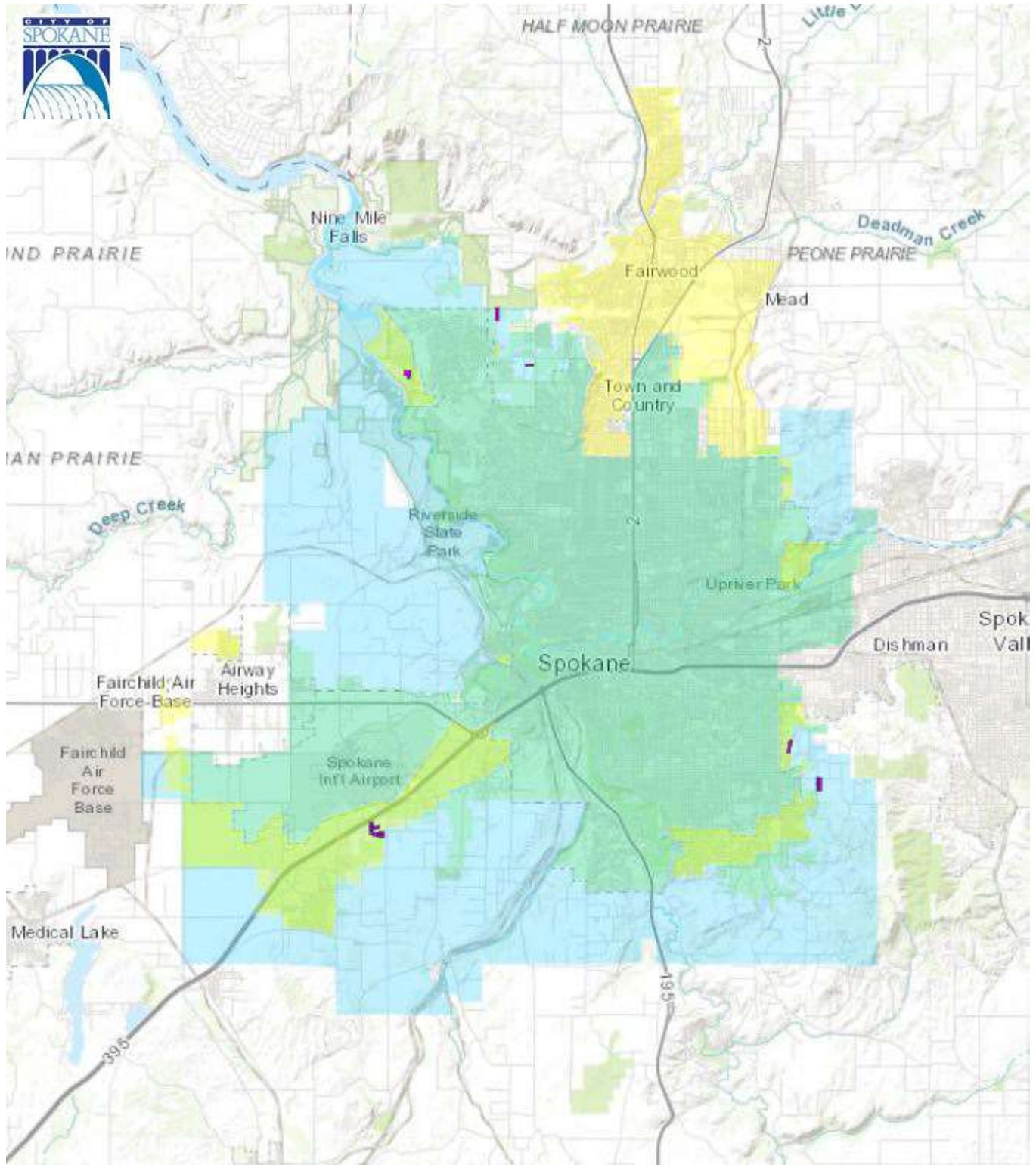
Additional documentation for consideration is attached to the subject application.

If there are any questions or if you require additional information, documentation or clarification of the consistency review please contact me at your convenience.

Cc: Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

# 2021 Water Retail Service Applications



## 2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
<b>26212.9098</b>	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
<b>35354.9042, .9043, .9044</b>	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
<b>24051.9079</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9077</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9080, .9081</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0409</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0116, .0103, .0104</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26231.9207</b>	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
<b>26142.9021</b>	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
<b>35263.9141</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26133.0272</b>	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
<p>Duty To Serve</p>	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> <li>1. Water is available in timely and reasonable manner as determined by City Utility</li> <li>2. Sufficient water rights available to provide water service</li> <li>3. Sufficient capacity to serve in safe and reliable manner</li> <li>4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances</li> <li>5. Annexation covenant must be signed</li> <li>6. Written contract with cost allocation, indemnity, applicable liabilities</li> <li>7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer</li> </ol>	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> <li>1. City Council approves amendment of RSA</li> <li>2. Requires DOH approval</li> <li>3. Can serve after amendment:</li> <li>3. Water is available in timely and reasonable manner</li> <li>4. Sufficient water rights available to provide water service</li> <li>5. Sufficient capacity to serve in safe and reliable manner</li> <li>6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries</li> <li>7. Annexation covenant must be signed</li> <li>8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities</li> <li>9. Extension of service is necessary to protect basic health/safety/environment</li> </ol>	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>



also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

#### **A. City of Spokane Sewer Service**

1. Sewer Service Connections. Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
    - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
  2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.



- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

---

## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

---

### Policies

#### CFU 4.1 Compact Development

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### CFU 4.2 Access to Utility Easements

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.



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

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

RES 2021-0042

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

AIRPORTS

**Contact Name/Phone**

LARRY 455-6419

**Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

**Agenda Item Type**

Resolutions

**Agenda Item Name**

AIRPORTS - JOINT RESOLUTION (WEAR-TEK/GRUB LLC)

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Parcel No. 25295.9050 comprising 4.46 acres of land at Spokane International Airport.

**Summary (Background)**

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KRAUTER, LARRY

**Study Session\Other**

F&amp;A 05-17-2021

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

CP Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

lkrauter@spokaneairports.net

**For the Mayor**

ORMSBY, MICHAEL

twoodard@spokaneairports.net

**Additional Approvals**

kfukai@spokaneairports.net

**Purchasing**



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

**Agenda Wording**

In addition, Wear-Tek/ GRUB LLC is providing a 40'easement of property from U.S. Route 2 South to Airport property included in Spokane County Assessor Parcel No. 25291.9046.

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Finance and Administration Committee

<b>Division &amp; Department:</b>	Spokane Airport Board		
<b>Subject:</b>	Airport's Joint Resolution		
<b>Date:</b>	May 5, 2021		
<b>Author (email &amp; phone):</b>	Larry Krauter, CEO, Spokane Airports, <a href="mailto:lkrauter@spokaneairports.net">lkrauter@spokaneairports.net</a> or 455-6419		
<b>City Council Sponsor:</b>			
<b>Executive Sponsor:</b>			
<b>Committee(s) Impacted:</b>	Finance and Administration		
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> <b>Consent</b> <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)	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.		
<b>Strategic Initiative:</b>			
<b>Deadline:</b>			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approved joint resolution		
<b>Background/History:</b> Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Parcel No. 25295.9050 comprising of 4.46 acres of land at Spokane International Airport. In addition, Wear-Tek/GRUB LLC is providing a 40' easement of property from U.S. Route 2 South to Airport property included in Spokane County Assessor Parcel No. 25291.9046			
<b>Executive Summary:</b>			
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No (for 2020) Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
} N/A			
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:			
} N/A			

City Resolution No: 2021-0042  
County Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR PARCEL	)	
25295.9050	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of Spokane County Assessor Tax Parcels as identified on Exhibit A, attached hereto, comprised of approximately 4.46 acres of land located generally on the south side of U.S. Highway 2, west of South Spotted Road and adjacent to 8021 W. Sunset Highway in the City ("Property"); and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, on the terms and conditions set forth in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of April 22, 2021, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

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



ADOPTED by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Josh Kerns, Chair

ATTEST:

\_\_\_\_\_  
Mary L. Kuney, Vice-Chair

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

\_\_\_\_\_  
Al French, Commissioner

EXHIBIT A

THE PROPERTY

SPOKANE COUNTY ASSESSOR TAX PARCEL NUMBERS

25295.9050

EXHIBIT B

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF APRIL 22, 2021,  
BY AND BETWEEN SPOKANE AIRPORT AND GRUB PROPERTIES, L.L.C.

291.9042

APN 25291.9049

HIGHWAY 2

GRUB PROPERTIES, LLC

GRUB PROPERTIES, LLC

EASEMENT  
13,221 SF

GRUB, LLC

APN 25291.9046

7723 WEST SUNSET LLC

PROPOSED  
PARCEL  
4.46 AC

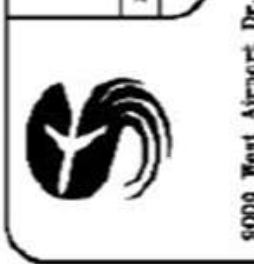
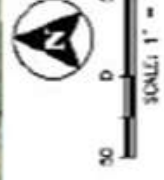
SPOKANE AIRPORTS

CONTRERAS,  
JUAN J &  
AMPARO A

CONTRERAS,  
JUAN J &  
AMPARO A

SPOKANE AIRPORTS

NOTE: PARCEL LINES AND OWNERSHIP  
INFORMATION IS BASED ON  
SPOKANE COUNTY SCOUT AND  
HAS NOT BEEN VERIFIED



5000 West Airport Dr

**REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made as of the 22<sup>nd</sup> day of April, 2021 (the "Effective Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and GRUB PROPERTIES, L.L.C., a Washington limited liability company ("Buyer"). Seller and Buyer may be referred to collectively as the "Parties" and individually as a "Party" in this Agreement.

**RECITALS**

A. Seller is the owner of fee simple title to that certain real property in the city of Spokane, Spokane County, Washington, as more particularly bounded and described on Exhibit A-1 attached hereto (the "Seller Property").

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately four and 46/100 (4.46) acres located generally at the south side of U.S. Highway 2, west of South Spotted Road and adjacent to 8021 W. Sunset Highway in the City of Spokane, Spokane County, State of Washington, as depicted on Exhibit A-2 attached hereto (the "Real Property") and together with those items described in Recitals C through F, collectively hereinafter referred to as the "Property"), together with:

C. All improvements, if any, on the Real Property;

D. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

E. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable and held by Seller, issued or subject to the laws of the United States, the State of Washington, County of Spokane, or City of Spokane, other authority, department, commission, board, bureau, agency, unit, or instrumentality, (collectively "Governmental Authorities"); and

F. Certain surveys, soil and substrata studies, environmental reports, and other plans, diagrams, or studies, if any, with respect to the Real Property.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth in this Agreement, as follows:

1. Sale of Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement. As used in this Agreement, "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in Spokane County, Washington are closed.

2. Earnest Money and Independent Consideration.

2.1 Earnest Money. Within three (3) Business Days after the Effective Date, Buyer shall deposit with SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) ("Escrow Agent" or "Title Company") the sum of Ten Thousand Dollars (\$10,000.00) in Current Funds (as hereinafter defined) as earnest money (the "Earnest

Money”), to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). Upon the expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement. Upon receipt, Escrow Agent may deposit the Earnest Money in an interest-bearing account if directed to do so by Buyer. Any interest earned on the Earnest Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money.

2.2 Independent Consideration. Simultaneously with Buyer’s delivery of the Earnest Money to Escrow Agent, Buyer shall pay directly to Seller an amount equal to One Hundred Dollars (\$100.00) as independent consideration for Seller’s performance under this Agreement, which amount the Parties bargained for and agreed to as additional consideration for Seller’s execution, delivery and performance of this Agreement and shall be retained by Seller in all instances, and shall not be applied against the Purchase Price.

3. Purchase Price. The purchase price for the Property is Two Hundred Fifteen Thousand Dollars (\$215,000.00) (the “Purchase Price”), together with Buyer’s share of closing costs and prorations, as set forth in this Agreement. In consideration for the grant of easement contemplated in the Easement Agreement (as defined below), Buyer and Seller acknowledge and agree that Buyer, at Closing, shall pay the Purchase Price less the sum of Twenty Two Thousand Dollars (\$22,000.00). The Purchase Price will be paid as follows at Closing: (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, “Current Funds” means wire transfers, certified funds, or cashier’s checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds.

4. Due Diligence Inspections and Title Review.

4.1 Review Period. As used in this Agreement, the term “Review Period” means that period of time commencing on the Effective Date and expiring at 5:00 p.m., Pacific Time, sixty (60) days thereafter, subject to extension under Section 4.2(b) below.

4.2 Review of Title. Within three (3) Business Days after the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 6.3(b)) to the Parties. The commitment must be accompanied by legible copies of all documents referred to in Schedule B of the commitment (the commitment and documents are collectively referred to in this Agreement as the “Title Report”).

(a) Objections. Buyer shall review the Title Report and may, within ten (10) Business Days after receipt of the complete Title Report (the “Title Review Period”), provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer’s discretion (each such objectionable matter or exception considered a “Disapproved Matter”). If Buyer timely notifies Seller and Title Company of any Disapproved Matter(s) within the Title Review Period, Seller may, within five (5) Business Days following Seller’s receipt of Buyer’s written notice of Disapproved Matter(s), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s). If Seller does not respond within such period, Seller will be deemed to have elected option (ii) above. If Seller elects, within its discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matter(s), in form and substance acceptable to Buyer, in Buyer’s discretion, Buyer may,



prior to the expiration of the Review Period, either: (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.2(c), below), and if Buyer fails to elect either option (y) or (z) above, Buyer will be deemed to have elected option (z).

(b) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions which were not contained in the initial Title Report (each, an "Amended Report"), Buyer will have seven (7) days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the initial Title Report, in which to give notice of its acceptance of or objection to any additional title exceptions except if said supplements or amendments are a result of Buyer's actions, in which case Buyer shall not be entitled to object to such additional title exceptions. If Buyer provides Seller with notice of the basis of objection to the status of Seller's title as shown in the Amended Report, Seller will have the option, but not the obligation, to: (i) eliminate Buyer's objections, (ii) obtain title insurance endorsements regarding such objections, or (iii) cure any objectionable matter within three (3) days after receipt of such written notice, in each case, in form and substance acceptable to Buyer. If, prior to the expiration of the three (3) day period, Seller does not cure such objections, Buyer will have the option to terminate this Agreement within three (3) Business Days after expiration of such three (3) day period by giving written notice of termination to Seller and Escrow Agent, and if Buyer does not elect to terminate the Agreement within such three (3) Business Day period, Buyer will be deemed to have agreed to accept title subject to such objections, in which case such additional title exceptions shall be Permitted Exceptions. If Seller's three (3) day cure period would expire after the scheduled Closing Date (as defined in Section 6.1, below), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Failure to Provide Written Acceptance. Any item that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a "Permitted Exception". The term "Permitted Exceptions" also includes and Buyer may not disapprove or object to the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; the Avigation Easement (as defined below); or any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller's failure to eliminate or cure any of Buyer's objections under this Section 4.2, the Escrow Agent shall immediately disburse to Buyer all Earnest Money, together with any documents or instruments that Buyer has deposited with the Escrow Agent, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.3 Review of Diligence Materials. Seller shall, no later than three (3) Business Days after the Effective Date, provide Buyer (or make available for Buyer's inspection) copies of the following items that relate to the Property (to the extent the same are in Seller's possession or control): existing environmental assessment reports; surveys; utility bills for the most recent month and past six (6) months, if any; valuation notices and any other fees, dues, and taxes applicable to the Property for the past year; and copies of any pending or threatened Claims (as defined in Section 4.4(b)) relating to the Property, and any governmental notices regarding uncured violations of laws or regulations (collectively, the "Current Diligence Materials"). In the event that the sale of the Property fails to close for any reason, all Current Diligence Materials provided to Buyer by Seller shall be returned to Seller promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller (except to the extent Current Diligence Materials are or become public records or are in or enter the public domain through no fault of Buyer) and shall not be disclosed to any third parties (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

4.4 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, employees or subcontractors ("Buyer's Agents") will have the right, from time to time prior to the Closing, to enter upon the Property to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as Buyer determines to be reasonably necessary, all at Buyer's sole cost and expense. As part of Buyer's physical inspection, Buyer may, in its discretion and its sole cost and expense, obtain a current ASTM Phase I environmental site assessment (the "Phase I") for the Property, performed by an environmental consultant (the "Environmental Consultant") acceptable to and for the benefit of and reliance on by Buyer. If the Phase I recommends that a Phase II environmental site assessment (the "Phase II") be prepared or Buyer determines that a Phase II is necessary and desirable, then Buyer may, in its discretion, elect to perform a Phase II, *provided, however*, that prior to conducting any invasive procedures, including a Phase II, Buyer shall provide Seller with a scope of work and shall obtain Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Seller shall have the right to be present at any or all inspections. Buyer shall promptly provide Seller copies of the Phase I and Phase II, and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer's Agents may contact any governmental official or representative regarding hazardous materials on or the environmental condition of the Property without Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed. In addition, if Seller consents to any such governmental contacts, Seller shall be entitled to receive at least five (5) days prior written notice of the intended contact and to have a representative present when any Buyer's Agents have any such contact with any governmental official or representative.

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer's Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 4.4(a) of this Agreement, at Buyer's sole cost and expense. Buyer shall



indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies. Before entering upon the Property, Buyer shall furnish to Seller a certificate of insurance evidencing: (a) commercial general liability insurance coverage of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, (b) professional liability insurance of not less than One Million Dollars (\$1,000,000.00) for any of Buyer's Agents who conduct inspections of the Property, (c) workers' compensation insurance as required by Washington statutes, and (d) employer's liability insurance of not less than One Million Dollars (\$1,000,000.00) per accident. Such insurance coverage shall (i) be issued by an insurance company licensed in Washington having a rating of at least "A VIII" by A.M. Best Company, (ii) be primary and any insurance maintained by Seller shall be excess and noncontributory, (iii) include contractual liability coverage with respect to Buyer's indemnity obligations set forth in this Agreement (it being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Buyer's indemnity obligations under this Agreement in any manner whatsoever), and (iv) not contain any exclusions for "insured versus insured" claims as respect to any potential claim by Seller against Buyer. The insurance certificate required herein shall also provide that the coverage may not be cancelled, non-renewed or reduced without at least thirty (30) days' prior written notice to Seller. Buyer agrees to repair any and all damages caused to the Property due to Buyer's or Buyer's Agents entry thereon and otherwise to restore the Property to the Property's original condition before such entry. The obligations of Buyer under this Section 4.4 will survive Closing or earlier termination of this Agreement.

(c) No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer's Agents in connection with Buyer's inspection of the Property. The provisions of this Section will survive Closing or other termination of this Agreement.

4.5 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Review Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any such matter to which Buyer has objected. If Buyer elects, in its sole discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Review Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Review Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this agreement by sending written notice of termination to Seller on or before expiration of the Review Period. If this Agreement is terminated as provided in this Section 4.5, the Earnest Money will be refunded to Buyer, and the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer

or upon expiration of the Review Period, the Earnest Money will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

#### 4.6 Boundary Line Adjustment.

(a) Boundary Line Adjustment Application. Following the Effective Date, Seller shall, at Buyer's sole cost and expense, prepare and submit a complete application, including certificates of exemption (if applicable), or certificates of approval (if applicable), for a lot line adjustment, boundary line adjustment, short plat, binding site plan, or other subdivision mechanism reasonably approved by the Parties to either: (i) create a new legally conveyable tax parcel and adjusting the existing boundaries of the Seller Property to coincide with those depicted on the attached Exhibit A-2 or (ii) segregate the Real Property such that the Real Property may be aggregated with Buyer's currently owned Spokane County Assessor Parcel Number 25291.9049 (the "BLA Application").

(b) Submission of BLA Application. Seller shall take all actions reasonably necessary to cause the boundary line adjustment of the Real Property to coincide with the boundaries set forth in the BLA Application via the applicable processing of certificates of exemption with the Spokane County Department of Building and Planning, the processing of certificates of approval with the City of Spokane Planning and Development Services Department, and the corresponding finalization of a boundary line adjustment to be filed or recorded in the official records of Spokane County, or such other subdivision mechanism reasonably approved by the Parties ("Boundary Line Adjustment"), subject to any Unanticipated Approval Condition (as defined herein). Buyer shall reasonably cooperate (at no cost to Seller) with Seller and take all actions reasonably necessary to assist Seller in Seller's efforts to complete the Boundary Line Adjustment, including, without limitation, executing such applications and any other documents necessary or convenient with respect to prosecuting the Boundary Line Adjustment to completion. If, as a condition to its approval of the Boundary Line Adjustment, any Governmental Authority requires any material modifications to the metes and bounds of the Real Property from those shown within the BLA Application or otherwise requires the Real Property to be subject to any material covenants, conditions, restrictions, exactions, off-site improvement obligations, fees in lieu, or impact fees that are not contemplated in the BLA Application or this Agreement (each, an "Unanticipated Approval Condition"), Seller shall promptly notify Buyer and afford Buyer the opportunity to discuss the same with Seller and such Governmental Authority. If, after discussing an Unanticipated Approval Condition with Seller and such Governmental Authority, Buyer determines, in its reasonable discretion, that (i) the applicable Governmental Authority is unwilling to approve the Boundary Line Adjustment without the Unanticipated Approval Condition and (ii) such Unanticipated Approval Condition will have a material and adverse impact on Buyer's project, Buyer may terminate this Agreement by delivering written notice to Seller and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money to Buyer and neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

(c) Boundary Line Adjustment Costs and Fees. Buyer shall be solely responsible for all costs, fees, and expenses associated with the preparation, submission, and administration of the BLA Application and the satisfaction of the conditions to approval of the Boundary Line Adjustment, provided that Seller shall be responsible for any incremental costs required to address any Unanticipated Approval Condition. In the event that the sale of the Real Property fails to close for any reason (except for a Seller

breach), Seller shall be entitled to reimbursement from Buyer for Seller's actual out-of-pocket costs and expenses with respect to the Boundary Line Adjustment. This Section 4.6(c) shall survive Closing or the earlier termination of this Agreement.

(d) Property to Be Acquired at Closing. At Closing, Buyer must purchase the Property, in accordance with all the terms and conditions of this Agreement, including, without limitation, the Purchase Price set forth in Section 3 hereof.

5. Conditions Precedent.

5.1 Buyer's Conditions Precedent. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents required to be delivered by Seller to Buyer at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Seller set forth in Section 7 shall be true in all material respects as of the Closing Date;

(c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property;

(d) The Boundary Line Adjustment shall have been satisfied in accordance with Section 4.6; and

(e) Seller is not in breach of this Agreement.

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly refunded to Buyer; provided however, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

5.2 Seller's Conditions Precedent. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

(a) All of the documents and funds required to be delivered by Buyer to Seller at Closing pursuant to the terms and conditions hereof shall have been delivered;

(b) Each of the representations of Buyer set forth in Section 8 shall be true in all material respects as of the Closing Date;

(c) The Boundary Line Adjustment shall have been satisfied in accordance with Section 4.6;

(d) Buyer is not in breach of this Agreement;

(e) Seller's receipt of written approval of the transaction contemplated by this Agreement from the board of directors of Seller's Airport Board, the City of Spokane, and County of Spokane, acting through the City Council of Spokane, and the Spokane County Board of Commissioners, respectively; and

If any of the conditions delineated in Sections 5.2(a)-(d) are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly disbursed to Seller as liquidated damages. Seller shall use commercially reasonable efforts to cause the condition set forth in Section 5.2(e) to be satisfied (which Seller affirmatively cannot waive whether orally or in writing) on or before Closing.

6. Closing.

6.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") sixty (60) days following the later of either (i) the expiration of the Review Period, (ii) the satisfaction (or waiver) of all of the conditions precedent delineated in Section 5, or (iii) at such other earlier time as may be mutually agreed to by the Parties in writing. Notwithstanding anything herein to the contrary, if Closing has not occurred not later than sixty (60) days following expiration of the Review Period, due to the failure of the condition set for in Section 5.2(e) then either Party may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to the other Party and, in the event of such termination (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease, and (b) the Earnest Money shall be promptly refunded to Buyer.

6.2 Location. Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

6.3 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer and Seller will each pay one-half (1/2) of any escrow fees and closing fees. Seller shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the sale transaction contemplated in this Agreement, if applicable to Seller, and Buyer shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the grant of easement contemplated in the Easement Agreement (as defined below). Seller shall be solely responsible for all recording fees associated with recording the Avigation Easement. Buyer shall be responsible for all recording fees associated with recording the Deed (as defined below) and Easement Agreement (as defined below). Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in Spokane County, Washington.

(b) Title Policy; Survey. Seller shall pay the equivalent premium of an ALTA standard owner's title policy for the Property, and Buyer shall pay the additional premium necessary for any ALTA extended or other policy Buyer elects to acquire (the "Title Policy"). Buyer shall also pay premium of any and all endorsements to the Title Policy unless provided by Seller to remove a Disapproved Matter, in which case, Seller shall be responsible for the cost of such endorsements. The cost of any survey of the Real Property obtained by Buyer will be borne by Buyer.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Buyer. Buyer acknowledges that Seller does not pay real estate taxes and, as such, Buyer is free to seek a refund for that portion of time in which real estate taxes may have otherwise been required to be paid in order to close the transaction contemplated by this Agreement. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, real estate taxes have been imposed upon the Real Property for the real estate tax year in which Closing occurs, any portion of such taxes due or required to be paid as a condition of recording the Deed (as defined in Section 6.4(a)(1)) shall be paid by Buyer at the time of Closing.

(d) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(e) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the "Closing Statement") on the basis of the real estate taxes and other sources of income and expenses for the Property on or prior to the Closing Date. All apportionments and prorations provided for in this Section 6.3 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date, such that Buyer will be deemed the owner of the Property as of the Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in Section 6.3(f).

(f) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than sixty (60) days after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

(g) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in Spokane County, Washington. The provisions of this Section 6.3 will survive Closing for a period of six (6) months.

6.4 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effect the Closing, including, without limitation:

(1) A duly executed and acknowledged bargain and sale deed (the "Deed") conveying the Property to Buyer, in the form attached to this Agreement as Exhibit B.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A counterpart original duly executed and acknowledged avigation easement ("Avigation Easement") encumbering the Real Property, in the form attached to this Agreement as Exhibit C, but only if the Title Report Buyer obtains with respect to the Real Property does not disclose the existence of a satisfactory avigation easement, as determined by Seller in its sole and absolute discretion.

(4) A counterpart original duly executed and acknowledged pedestrian and vehicular access easement ("Easement Agreement") encumbering a portion of that certain Spokane County Assessor Parcel Number 25291.9046 for the exclusive benefit of Seller, in the form attached to this Agreement as Exhibit D.

(5) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986 (and the regulations adopted thereunder), as amended (the "Code").

(6) Copies of all current property tax bills and tax notices pertaining to the Real Property, if any.

(7) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents and take such other action that may be reasonably necessary to effect and complete the Closing, including, without limitation:

(1) The amounts required under Section 3 and Section 6.3 in Current Funds.

(2) A counterpart original duly executed and completed REETA.

(3) A counterpart original duly executed and acknowledged Avigation Easement, if required by Seller.

(4) A counterpart original duly executed and acknowledged Easement Agreement.

(5) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When Buyer and Seller have delivered the items described above, the Escrow Agent shall:

- (1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.
- (2) Record the Deed, the Avigation Easement (if applicable), and the Easement Agreement in that order.
- (3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.
- (4) Issue and deliver the Title Policy to Buyer.
- (5) Deliver the above referenced documents to the applicable Party.

7. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase "to Seller's knowledge" as used in this Section 7 means the actual present knowledge of Lawrence J. Krauter, acting solely in his capacity as the Chief Executive Officer of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of six (6) months.

7.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Subject to obtaining the approvals described in Section 5.2(e), Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Condemnation. Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of the Property or any part thereof.

7.3 Pending Litigation. Seller has received no written notice of any pending litigation initiated against Seller or the Property which would materially affect the Property after Closing.

7.4 Governmental Compliance. Seller has not received from any Governmental Authority written notice of any material violation of any building, fire or health code or any other statute applicable to the Property which will not be cured prior to Closing.

7.5 Non-Foreign Person. Seller is not a "foreign person" as defined in § 1445 of the Code and any related regulations.

7.6 Environmental Matters. To Seller's knowledge, and except as may otherwise be disclosed in the Current Diligence Materials: (a) the Property is free from Hazardous Substances; (b) the soil, surface water and ground water of, under, on or around the Property are free from Hazardous Substances; (c) the Property has never been used for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substances, nor has the Property been used for or in connection with the disposal of any Hazardous Substances; and (d) the Property is now and during Seller's ownership, has been in compliance with all Environmental Laws. As used in this Agreement, the term "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials. As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

8. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will survive Closing for a period of six (6) months.

8.1 Power and Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement, including, but not limited to, executing and delivering (or causing the execution and delivery of) the Buyer's deliverables as provided in Section 6.4(b) of this Agreement. Buyer's execution, delivery and performance of this Agreement have been duly authorized.

8.2 Bankruptcy or Insolvency. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Buyer, and no such actions have been threatened.



8.3 Anti-Terrorism. All funds to be used by Buyer as payment of the Purchase Price at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its members, managers or other owners is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under Anti-Terrorism Laws. As used in this Agreement, the term "Anti-Terrorism Laws" means any and all present and future judicial decisions, statutes, ruling, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. I et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism") and the United States Treasury Department's Office of Foreign Assets Control list of "Specifically Designated National and Blocked Persons" (as published from time to time in various mediums).

9. "AS IS" Sale; Release & Waiver.

9.1 "AS IS" Purchase.

(A) SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH

ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY; (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINABOVE DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

LJK  
Seller's Initials: WER Buyer's Initials: \_\_\_\_\_  
RH JB RA  
R<sub>1</sub> R<sub>2</sub> R<sub>3</sub>

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law.

To the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO CHAPTER 64.06 RCW, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL". Buyer is hereby provided with the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit E. Buyer further agrees that any information discovered by Buyer concerning the Real Property prior to Closing shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE REVIEW PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

10. Covenants.

10.1 Covenants of Seller.

(a) Normal Operations. Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not modify or alter the Property without the prior written consent of Buyer. After the expiration of the Review Period, Seller shall not enter into any contracts or commitments relating to the Property without the prior written consent of Buyer (in Buyer's reasonable discretion) if any such contracts or commitments would extend beyond the Closing Date, provided, however, that prior to the expiration of the Review Period, Seller shall be free to enter into any contracts or commitments with respect to the Property in the ordinary course of Seller's business. From and after the Effective Date, Seller shall not encumber the Property with any liens, encumbrances or other instruments creating a cloud on title or securing a monetary obligation with the Property.

(b) Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property as is in effect as of the Effective Date.

10.2 Post-Closing Construction Covenant of Buyer. As of the Effective Date, Seller has obtained and is in receipt of a "release" (as that term is defined in Chapter 22 of the Federal Aviation Administration ("FAA") Airport Compliance Manual) or similar authorization for

disposal of the Real Property by Seller from the FAA that formally authorizes the release and removal of the Real Property as airport dedicated real property (the "FAA Release"). Buyer acknowledges and agrees that as a condition subsequent to Seller's procurement of the FAA Release, Buyer must adhere to the requirements of 14 CFR Part 77, submitting FAA Form 7460-1 and receiving FAA's positive determination, prior to constructing any facility or feature on the Property.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money will be returned to Buyer, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

12. Default by Buyer; Liquidated Damages. SHOULD THE PURCHASE AND SALE TRANSACTION CONTEMPLATED IN THIS AGREEMENT FAIL TO BE CONSUMMATED ACCORDING TO THE TERMS OF THIS AGREEMENT BY REASON OF ANY DEFAULT OF BUYER, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, BUYER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND THE EARNEST MONEY WILL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLER KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

LTJ  
Seller's Initials: RA  
JB  
WER  
Buyer's Initials: RU

13. Default by Seller; Remedies. If Seller fails or refuses to convey title in default of its obligations under this Agreement, Buyer may, at its election: (i) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer or (ii) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty five (45) days following Seller's default and

thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (ii) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and, except to the extent the Title Company requires otherwise, Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole. The time period for bringing a claim against Seller for a breach of a representation or warranty relating to title to the Real Property will be tolled during the pendency of any action by Buyer against Title Company.

14. Brokerage. Seller and Buyer have not engaged a broker in connection with this Agreement. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the parties under this Section 14 will survive Closing.

15. Miscellaneous.

15.1 Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, the substantially prevailing party shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

15.2 Escrow Agent. The Escrow Agent hereby accepts its designation as the Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money as provided in this Agreement. The provisions of this Agreement will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions of this Agreement; provided, however, that the Parties shall execute such additional escrow instructions, not inconsistent with the provisions of this Agreement, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed in this Agreement. The provisions of this Section 15.2 will survive the Closing or termination of this Agreement.

15.3 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) upon delivery, if sent by electronic mail, provided that such notice is also promptly thereafter delivered in accordance with another permissible method of delivery, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller:	Spokane International Airport c/o Airport Board Attn: Lawrence J. Krauter 9000 West Airport Drive, Suite 204 Spokane, WA 99224 Email: lkrauter@spokaneairports.net Fax: (509) 624-6633
with a copy to:	Lukins & Annis, P.S. 717 W. Sprague, Suite 1600 Spokane, WA 99201 Attn: Tyler J. Black, Esq. Email: tblack@lukins.com Fax: (509) 363-2487
If to Buyer:	GRUB PROPERTIES, L.L.C. 8021 W. Hwy 2 Spokane, Washington 99224 Attn: Mike Summers Email: msummers@wear-tek.com Fax: (509) 747-7113
with a copy to:	Lucent Law, PLLC 1403 S Grand Blvd, Suite 201-S Spokane, WA 99203 Attn: Spencer A. W. Stromberg Email: spencer@lucentlaw.com Fax: 509-455-3718
If to Escrow Agent:	Spokane County Title 1010 N. Normandie, Suite 100 Spokane, WA 99201 Attn: Keith Newell Email: keith@spokanetitle.com Fax: (509) 324-1375

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a period of six (6) months (the “Survival Period”). Seller shall not be liable to Buyer by reason of a breach of any of Seller’s representations or warranties unless Buyer notifies Seller of such breach (the “Warranty Notice”) prior to the expiration of the Survival Period, and gives Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller’s alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller’s aggregate liability to Buyer by reason of a breach of one or more of Seller’s representations or warranties shall not exceed Ten Thousand Dollars (\$10,000). Seller’s liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

15.5 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement will be in Spokane County, Washington.

15.6 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15.7 Counterpart Execution. This Agreement may be executed in several counterparts and delivered via facsimile, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com)).

15.8 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience and reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms "includes," "including," or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation," "including, without limitation" and "include without limitation."

15.9 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., Pacific Time. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., Pacific Time, on the next Business Day.

15.10 Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15.11 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting the Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

15.12 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

15.13 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

15.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

15.15 Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion; provided, however, that Buyer shall have the right to assign its rights under this Agreement without first obtaining Seller's consent if such assignment is to a special purpose entity controlled by Buyer or its principals. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void.

15.16 Other Parties. The relationship of the Parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

15.17 1031 Exchange. Buyer may purchase the Property and Seller may sell the Property by completing one or more Code §1031 tax-deferred exchange(s). Each Party agrees to cooperate with the other in effecting such an exchange; *provided, however*, the cooperating Party will not incur any additional liability or financial obligations as a consequence of any such exchange.

15.18 Sole Discretion. If a Party is given the right to exercise its sole or absolute discretion, neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. The provisions of this Section shall survive the Closing or any termination of this Agreement.

15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that



it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

*[Signatures to appear on the following page]*

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

**SELLER:**


SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and  
County of Spokane, Washington

By: 

Name: Lawrence J. Krauter

Its: Chief Executive Officer

Approved as to form and content:



Brian Werst, General Counsel

**BUYER:**

GRUB PROPERTIES, L.L.C.,  
a Washington limited liability company

By: 

Name: WILLIAM E Reynolds

Title: Managing Partner



Jeffrey Bailey

Jeffrey Bailey



Robert Underhill

Partner



Rhonda Green

Partner

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money deposit, is hereby acknowledged and accepted and the escrow is opened as of the \_\_\_\_\_ day of April, 2021. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

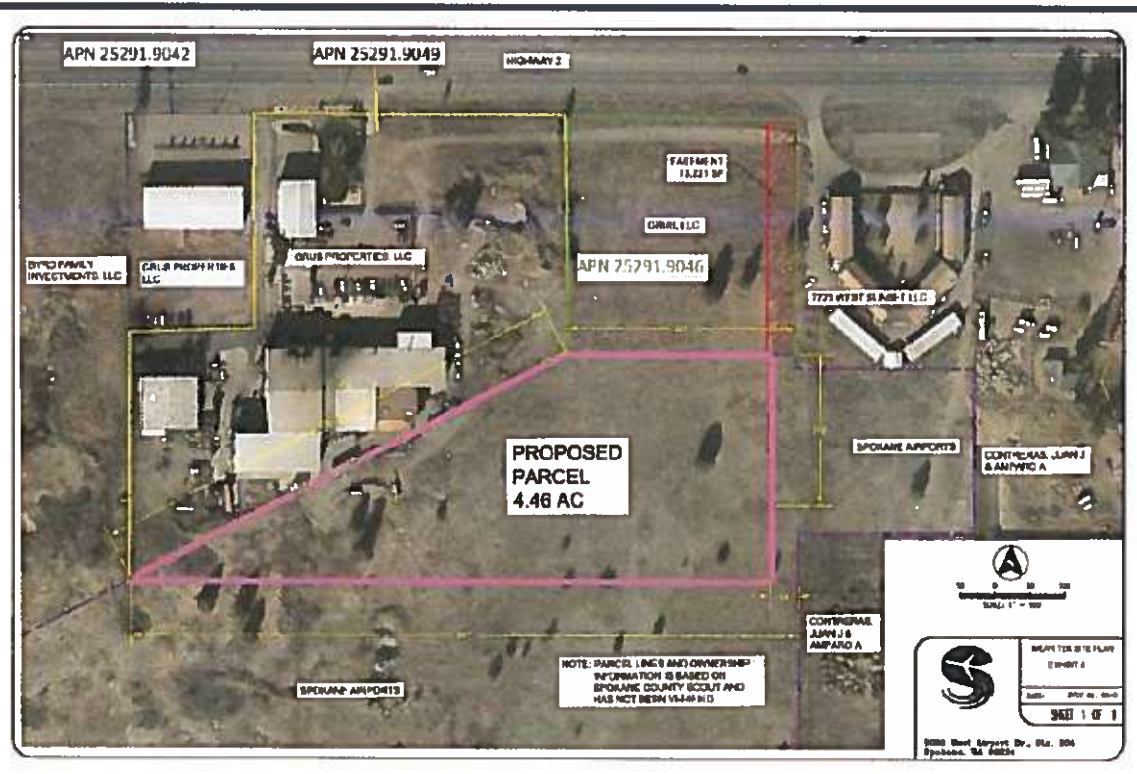
EXHIBIT A-1  
LEGAL DESCRIPTION OF SELLER PROPERTY\*

The following real property identified by the Spokane County Assessor as tax parcel number:

APN: 25295.9050

*\*Once the preliminary Title Report is provided to the Parties by the Title Company, the legal description contained therein shall be substituted by the Parties as the new Exhibit A-1 to this Agreement.*

EXHIBIT A-2  
DEPICTION OF REAL PROPERTY\*



*\*Real Property outlined in pink lines. A final legal description of the Real Property shall be determined by the Boundary Line Adjustment, once completed, and the Parties acknowledge and agree such legal description will be incorporated herein as new Exhibit A-2.*

EXHIBIT B  
FORM OF BARGAIN AND SALE DEED

Filed for Record at Request of and  
copy returned to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

BARGAIN AND SALE DEED

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, bargains, sells and conveys to GRUB PROPERTIES, L.L.C., a Washington limited liability company, that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) the lien securing non-delinquent taxes and assessments, both general and special, (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose; and (iii) a restriction that no part of the Property shall ever be used or improved for the operation of a commercial park and ride, park and fly, or such other pay-to-park business or enterprise (the "Restrictive Covenant"), such Restrictive Covenant to run with the land and be enforceable against Grantee, Grantee's heirs, successors and assigns forever.

It being further acknowledged that in the event of any violation or threatened violation of the terms and provisions of the Restrictive Covenant, Grantor or any person claiming through or otherwise entitled to enforce the Restrictive Covenant shall, in addition to all remedies available at law or in equity, have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The specified remedies to which any person entitled to enforce the Restrictive Covenant may resort are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce the Restrictive Covenant may be lawfully entitled in case of any breach or threatened breach of any provision hereof. Failure to insist in any one or more cases upon the strict performance of any of the provisions of the Restrictive Covenant, or to exercise any remedy herein contained, will not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

*[signature page and acknowledgement follows]*

**SIGNATURE PAGE  
TO  
BARGAIN AND SALE DEED**

DATED effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

SPOKANE AIRPORT BOARD, a joint operation of the  
City of Spokane and County of Spokane, Washington

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

STATE OF WASHINGTON     )  
  : ss  
County of Spokane         )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public   (Signature)

\_\_\_\_\_  
(Print Name)

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

(Seal or Stamp)

Schedule I  
to  
Bargain and Sale Deed  
Legal Description

[insert]



**EXHIBIT C**  
**FORM OF AVIGATION EASEMENT**

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Tyler J. Black, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

DOCUMENT TITLE:	AVIGATION EASEMENT
REFERENCE NOS.:	
GRANTOR:	GRUB PROPERTIES, L.L.C.
GRANTEE:	SPOKANE AIRPORT BOARD
ABBREVIATED LEGAL	
DESCRIPTION:	
ASSESSOR'S PARCEL NO.:	

**AVIGATION EASEMENT**

THIS AVIGATION EASEMENT ("Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by GRUB PROPERTIES, L.L.C., a Washington limited liability company ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively the "Grantees").

**RECITALS**

A. Grantor is the owner of fee simple title to real property consisting of approximately four and 46/100 (4.46) acres located generally at the south side of U.S. Highway 2, west of South Spotted Road and adjacent to 8021 W. Sunset Highway, in the City of Spokane, Spokane County, State of Washington, and legally described on the attached Schedule 1 (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

B. In consideration of Seller agreeing to sell the Property to Grantor, Grantor desires to provide Grantees an easement over the Property for the unobstructed passage of all Aircraft, on the terms and conditions set forth in this Easement. For purposes of this Easement, "Aircraft" means any contrivance now known or hereafter invented, used or designed for navigation of, or flight in, the air.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above are incorporated by reference in this Easement as though fully set forth herein.

2. Grant of Avigation Easement for Benefit of Grantees. Grantor hereby grants and conveys to Grantees, for themselves, their heirs, administrators, executors, successors and assigns an easement over and across the airspace above the surface of the Property for the unobstructed passage and avigation of all Aircraft by whomsoever owned and operated. Grantees' foregoing avigation easement shall include the right to (i) emit such noise, vibrations, fumes, dust, fuel particles and other incidents typically resulting from the operation of Aircraft, (ii) increase the noise impact to the Property by virtue of an increase in flight frequencies, altering flight paths, or changing types of Aircraft pursuant to the continued growth and expansion of Spokane International Airport and Felts Field Airport (collectively, the "Airports"), or (iii) prevent the use of the Property in a manner that constitutes an Aircraft hazard, including, without limitation, (a) interfering with the operations of radio or electronic facilities used by any Aircraft, (b) making it difficult for pilots to distinguish between airfield lights and other lights, or (c) implementing a use that (1) results in glare in the eyes of Aircraft pilots, (2) impairs visibility in the vicinity of any Aircraft flight path, (3) creates thermal plumes hazardous to Aircrafts, (4) endangers the landing, taking off, or maneuvering of any Aircraft, (5) creates a wildlife attractant that in Grantees' sole discretion and opinion, could create a bird or wildlife strike hazard or otherwise interfere with Aircraft operations, or (6) creates a potential hazard of a fire accelerant or secondary explosion resulting from an Aircraft crash on the Property.

It is further understood and acknowledged that it is reasonable to expect that ongoing expansion of the Airports and attendant improvements will cause Aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of Aircraft types as the operations of the Airports grow and expand which may have a greater future deleterious impact to the Property of the nature described in this Section.

3. Negative Covenants. Grantor hereby specifically disclaims any intention to create any other easements on the Property by this Easement, except as otherwise specifically provided herein. Grantor shall not erect, construct, alter, maintain, or allow to grow, any vegetation, object, structure, wall, fence or barrier ("Obstruction") of any kind on or in the Property that would increase the Federal Aviation Administration ("FAA") landing, approach, or departure minimum height requirements for Aircraft, or prevent or unreasonably impair the free access of any Aircraft to travel through the airspace above the surface of the Property, unless such Obstruction is specifically consented to by all appropriate Grantees. If any Obstruction violates the height restrictions described herein this Section 3, then any of the Grantees shall have the right to enter the Property to remove such Obstruction at Grantor's sole cost and expense. Grantor shall not create or cause interference with or utilize the Property in any way contrary to (i) Spokane County Zoning Code, Chapters 14.700 and 17C.180 or (ii) any FAA requirements and regulations.

4. Indemnification. Grantor shall indemnify, defend and hold harmless Grantees, their heirs, administrators, executors, successors and assigns from all claims, demands, or suits in law or equity arising from Grantor's intentional or negligent acts or breach of its obligations under this Easement.

5. Not a Public Dedication. The easements established by this Easement shall be for the benefit of and restricted solely to the use of Grantees, their heirs, administrators, executors, successors and assigns and shall be used only for the purposes described herein. Nothing contained in this Easement shall be deemed to be a public dedication of any portion of the Property described herein in the general public or for the general public or for any public purposes whatsoever.

6. Covenants Run With the Land. This Easement shall remain in effect until said Easement, as existing, enlarged or relocated, is abandoned or ceases to be used for Aircraft travel and Airports purposes. The covenants given and the easements granted pursuant to this Easement shall be deemed to be covenants running with the Property and shall be binding upon and benefit the heirs, successors in interest, assigns and devisees of Grantor and Grantees. The Property is the servient estate.

7. Consent to Modification. This Easement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Grantor and all appropriate Grantees; provided, however, that no termination, extension, modification, or amendment of this Easement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Easement, the Grantor does not, and any successors or assigns of Grantor shall not, in any way or for any purpose become partners or joint venturers with any of the Grantees, or of any of their respective successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural, the plural shall include the singular, and the use of any gender will include all genders. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Easement or any section or provision hereof.

10. Entire Easement; Interpretation. This Easement constitutes the entire Easement with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or other easements that in any way change the terms, covenants and conditions herein set forth. References to Grantor and Grantees shall also be deemed to refer to their respective successors and assigns.

11. Miscellaneous. This Easement shall be governed by the laws of the state of Washington. Any action related to this Easement shall be brought in Superior Court in Spokane County, Washington.

*[signature page follows]*

*[remainder of page left intentionally blank]*

[Insert SPE signature block]

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

Schedule 1  
to  
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[insert]

EXHIBIT D  
FORM OF EASEMENT AGREEMENT

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Tyler J. Black, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

<b>Grantor:</b>	GRUB PROPERTIES, L.L.C., a Washington limited liability company
<b>Grantee:</b>	SPOKANE AIRPORT BOARD
<b>Legal Description (abbreviated):</b>	[*]
<b>Assessor's Tax Parcel Number:</b>	Ptn of 25291.9046; 25291.9050

---

**ACCESS AND UTILITY EASEMENT AGREEMENT**

This ACCESS AND UTILITY EASEMENT AGREEMENT ("Agreement") is granted effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by GRUB PROPERTIES, L.L.C., a Washington limited liability ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington (the "Grantee"). The Grantor and Grantee may hereinafter be individually referred to as a "Party" or collectively as the "Parties".

A. The Grantor is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Grantor Property").

B. The Grantee is the owner of that real property situated in the county of Spokane, state of Washington and legally described on Schedule 2 attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantee desires an easement over the Grantor Property for the purpose of vehicular and pedestrian access, ingress and egress, and future utilities improvements thereunder.

D. Grantor desires to grant such easements to the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Grant of Easement.

a. Grant of Easement to Grantee. Grantor hereby grants, conveys, warrants and delivers to Grantee, and Grantee's invitees, successors and assigns, a non-exclusive easement under, upon, over, through and across, the east forty (40) feet of the Grantor Property ("Easement Area") for:

(i) vehicular ingress and egress, of any kind or nature whatsoever, over, upon and across the Easement Area (collectively, the "Driveways");

(ii) pedestrian and bicycle ingress and egress over, upon and across the Easement Area (collectively, the "Walkways"); and

(iii) installation, maintenance, repair, replacement and removal of underground utilities (including, but not necessarily limited to water, sewer, storm, gas, TV, data, telephone and electricity) over, under and across the Easement Area that is now or may in the future be improved for such underground utilities (collectively, the "Utilities").

The Driveways, Walkways, and Utilities, and all uses incidental thereto are hereinafter referred to collectively, "Easements".

b. Improvements. Grantee shall be solely responsible for construction of the improvements in the Easement Area, if any, in respect of Grantee's use of the Easements and for obtaining all required permits and approvals associated therewith. Grantee shall provide Grantor with no less than ninety (90) days' advanced written notice prior to commencing the installation of any material improvements, and shall thereafter exercise commercially reasonable efforts to coordinate its construction activities with any design and/or improvement installation requests timely made by Grantor. Grantor shall not modify, amend, or supplement the improvements constructed and maintained in the Easement Area without the prior written consent of Grantee, which consent may be granted or withheld in Grantee's sole and absolute discretion.

c. No-Build Covenant. Neither Grantee nor Grantor shall construct or erect any fences or structure over, upon or across the Easement Area, or otherwise obstruct or prevent access to the Easement Area by the other party, or such party's invitees, or successors and assigns.

2. Covenants Run With the Land. The covenants given and the easements granted pursuant to this Agreement shall be deemed to be covenants running with the Grantor Property and shall be binding upon and benefit the Grantee Property.

3. Not a Public Dedication. The Easements and covenants established by this Agreement shall be for the benefit of and restricted solely to the use of Grantee, Grantee's heirs and assigns, as the case may be, and their respective invitees, successors and assigns, and shall be used only for the purposes described herein. Grantor shall not grant easement rights to any other person or entity in the Easement Area; provided, nothing contained in this Agreement shall be construed as excluding Grantor or Grantor's tenants, invitees, successors, and assigns from making use of the Easement Area to the extent such use does not unreasonably interfere with Grantee's use for the purposes described herein. Nothing contained in this Agreement shall be deemed to be a public dedication of any portion of the Easements in the general public or for the general public or for any public purposes whatsoever.

4. Maintenance. Grantee shall, at Grantee's sole expense, maintain in good condition and working order any improvements made by Grantee in the Easement Area. The foregoing notwithstanding,

Grantor, at Grantor's sole cost and expense, shall be solely responsible for damage done to the improvements by Grantor, or its invitees, successors, and assigns, in the Easement Area.

5. Indemnification. Grantee and its successors and assigns shall indemnify and hold harmless Grantor from and against any claim, cost, expense, or liability of any nature resulting from the use of the Easement Area by Grantee or its invitees, successors, and assigns. Grantor and its successors and assigns shall indemnify and hold harmless Grantee from and against any claim, cost, expense, or liability of any nature resulting from the use of the Easement Area by Grantor or its invitees, successors, and assigns.

6. Consent to Modification. This Agreement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Parties, or the then owners of each of the properties; *provided, however*, that no termination, extension, modification, or amendment of this Agreement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

7. Not a Partnership. By this Agreement, the Parties do not, and any successors or assigns of the Parties shall not, in any way or for any purpose become partners or joint venturers of the other, or of any Party's successors or assigns.

8. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural and the plural shall include the singular. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Agreement or any section or provision hereof.

9. Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. By executing this Agreement, the Parties specifically intend that this Agreement shall supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or other agreements which in any way change the terms, covenants and conditions herein set forth.

10. Miscellaneous. The recitals provided at the outset of this Agreement are hereby incorporated by reference in this Agreement as though fully set forth herein. In the event a Party commences an action related to this Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs incurred therein, including any on appeal. This Agreement shall be governed by the laws of the state of Washington. Any action related to this Agreement shall be brought in Superior Court in Spokane County, Washington, and the Parties hereby waive the right to remove such matters to federal court or otherwise seek an alternate venue. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement.

*[signature page and acknowledgements follow]*



**SIGNATURE PAGE  
TO  
ACCESS AND UTILITY EASEMENT AGREEMENT**

GRANTOR:

GRUB PROPERTIES, L.L.C.,  
a Washington limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

GRANTEE:

SPOKANE AIRPORT BOARD, a joint operation  
of the City of Spokane and County of Spokane,  
Washington

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

*[acknowledgements follow]*

STATE OF WASHINGTON           )  
County of Spokane                 ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Grub Properties, L.L.C., the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of said entity.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written.

Notary Public \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Print Name)

(Seal or Stamp)

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

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public (Signature)

(Print Name)

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

(Seal or Stamp)

**SCHEDULE 1**

**LEGAL DESCRIPTION TO GRANTOR PROPERTY**

**THE NORTH 393 FEET OF THE EAST HALF OF THE WEST HALF OF THE  
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29,  
TOWNSHIP 25 NORTH, RANGE 42 EAST, W.M.;**

**EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN THE BOUNDS  
OF P.S.H. NO. 2; SITUATE IN THE COUNTY OF SPOKANE, STATE OF  
WASHINGTON.**

APN: 25291.9046

## **SCHEDULE 2**

### **LEGAL DESCRIPTION TO GRANTEE PROPERTY**

The following real property identified by the Spokane County Assessor as tax parcel number:

APN: 25295.9050

*\*Once the updated legal description of the Seller Property is provided to the Parties following the Boundary Line Adjustment, the legal description contained therein shall be substituted by the Parties as the new Schedule 2 to the Access Easement.*

EXHIBIT E  
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

[see pages that follow]

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**NOTICE TO THE BUYER: GRUB PROPERTIES, L.L.C., a Washington limited liability company**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY FOUR AND 46/100 (4.46) ACRES LOCATED GENERALLY AT THE SOUTH SIDE OF U.S. HIGHWAY 2, WEST OF SOUTH SPOTTED ROAD AND ADJACENT TO 8021 WEST SUNSET HIGHWAY IN THE CITY OF SPOKANE, SPOKANE COUNTY, STATE OF WASHINGTON (THE "PROPERTY") AS LEGALLY DESCRIBED ON EXHIBIT A-1. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED ENVIRONMENTAL SELLER DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER IS NOT OCCUPYING THE PROPERTY.

**SELLER'S DISCLOSURES - ENVIRONMENTAL**

**YES      NO      DON'T  
KNOW**

If the answer is "Yes" to a question with an (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

- |  |                          |                                     |                                     |
|--|--------------------------|-------------------------------------|-------------------------------------|
| *A. Has there been any flooding, standing water or drainage problems on the property that affect the property or access to the property?   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| *B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| *C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| *D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| *E. Is there any soil or groundwater contamination?  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| *F. Has the property been used as a legal or illegal dumping site?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| *G. Has the property been used as an illegal drug manufacturing site?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**\*\* SEE ATTACHED FOR ADDITIONAL INFORMATION.**

**ADDITIONAL NOTICES TO BUYER:** INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**VERIFICATION**

The foregoing answers and attached explanations (if any) are complete and correct to Seller's knowledge (as that term is defined in the purchase and sale agreement between Buyer and Seller) and Seller has received a copy hereof. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the Property.

Seller: SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County of Spokane, Washington

By: Lawrence J. Kratter  
Lawrence J. Kratter, its Chief Executive Officer

Date: 4/22/2021

**BUYER'S ACKNOWLEDGEMENT**

Buyer hereby acknowledges that:

1. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
2. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
3. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
4. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.
5. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL AND CURRENT KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement under RCW 64.06, and hereby waives, to the extent permissible, any and all rights to receive a Seller Disclosure Statement. Buyer understands that this Environmental Seller Disclosure Statement is not the entire Seller Disclosure Statement, but is that portion that Seller may be required to deliver under RCW 64.06.010(7).

Buyer: GRUB PROPERTIES, L.L.C., a Washington limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**EXPLANATIONS FOR \*YES\* ANSWERS (IF ANY):**







# PSA between Spokane Airport and GRUB Properties LLC

Final Audit Report

2021-04-17

Created:	2021-04-15
By:	Spencer Stromberg (spencer@lucentlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIuZTb40K18v1EiqkaMdZ4Aw683DK1sq3

## "PSA between Spokane Airport and GRUB Properties LLC" History

-  Document created by Spencer Stromberg (spencer@lucentlaw.com)  
2021-04-15 - 9:36:45 PM GMT- IP address: 173.160.161.197
-  Document emailed to WILLIAM E Reynolds (breynolds@wear-tek.com) for signature  
2021-04-15 - 9:41:06 PM GMT
-  Document emailed to Jeffrey Bailey (jbailey@wear-tek.com) for signature  
2021-04-15 - 9:41:06 PM GMT
-  Document emailed to Robert underhill (bunderhill@wear-tek.com) for signature  
2021-04-15 - 9:41:06 PM GMT
-  Document emailed to Rhonda Green (rgreen@wear-tek.com) for signature  
2021-04-15 - 9:41:06 PM GMT
-  Email viewed by WILLIAM E Reynolds (breynolds@wear-tek.com)  
2021-04-15 - 9:41:27 PM GMT- IP address: 199.187.211.152
-  Document e-signed by WILLIAM E Reynolds (breynolds@wear-tek.com)  
Signature Date: 2021-04-15 - 9:44:13 PM GMT - Time Source: server- IP address: 199.187.211.152
-  Email viewed by Jeffrey Bailey (jbailey@wear-tek.com)  
2021-04-15 - 10:20:30 PM GMT- IP address: 67.1.156.107
-  Document e-signed by Jeffrey Bailey (jbailey@wear-tek.com)  
Signature Date: 2021-04-15 - 10:22:51 PM GMT - Time Source: server- IP address: 67.1.156.107
-  Email viewed by Rhonda Green (rgreen@wear-tek.com)  
2021-04-16 - 3:17:24 PM GMT- IP address: 174.204.84.158



Document e-signed by Rhonda Green (rgreen@wear-tek.com)

Signature Date: 2021-04-16 - 7:36:43 PM GMT - Time Source: server- IP address: 216.47.48.48



Email viewed by Robert underhill (bunderhill@wear-tek.com)

2021-04-17 - 3:05:34 PM GMT- IP address: 72.168.164.55



Document e-signed by Robert underhill (bunderhill@wear-tek.com)

Signature Date: 2021-04-17 - 3:13:27 PM GMT - Time Source: server- IP address: 72.168.164.55



Agreement completed.

2021-04-17 - 3:13:27 PM GMT



Adobe Sign

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

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

RES 2021-0043

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

AIRPORTS

**Cross Ref #****Contact Name/Phone**LARRY KRAUTER, 455-6419  
CEO**Project #****Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS.NET

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

Resolutions

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

AIRPORTS - JOINT RESOLUTION (KING BEVERAGE)

**Agenda Wording**

Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sell property located on a portion of Spokane County Assessor Parcel No. 25335.9056 comprised of 20.00 acres of land at Spokane International Airport.

**Summary (Background)**

Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KRAUTER, LARRY

**Study Session\Other**

F&amp;A 5-17-2021

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

CP Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

lkrauter@spokaneairports.net

**For the Mayor**

ORMSBY, MICHAEL

twoard@spokaneairports.net

**Additional Approvals**

kfukai@spokaneairports.net

**Purchasing**

## Briefing Paper

### Finance and Administration Committee

<b>Division &amp; Department:</b>	Spokane Airport Board		
<b>Subject:</b>	Airport's Joint Resolution		
<b>Date:</b>	May 5, 2021		
<b>Author (email &amp; phone):</b>	Larry Krauter, CEO, Spokane Airports, <a href="mailto:lkrauter@spokaneairports.net">lkrauter@spokaneairports.net</a> or 455-6419		
<b>City Council Sponsor:</b>			
<b>Executive Sponsor:</b>			
<b>Committee(s) Impacted:</b>	Finance and Administration		
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> <b>Consent</b> <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)	Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the Spokane County and the City of Spokane must by joint action approve the acquisition, sale, transfer or disposal of real property.		
<b>Strategic Initiative:</b>			
<b>Deadline:</b>			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approved joint resolution		
<b>Background/History:</b> Joint Resolution with Spokane County in the matter of authorizing the Spokane Airport Board to sale property located on a portion of Spokane County Assessor Parcel No. 25335.9056 comprising of 20.00 acres of land at Spokane International Airport.			
<b>Executive Summary:</b>  			
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No (for 2020) Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
} N/A			
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:			
} N/A			

City Resolution No: 2021-0043  
County Resolution No. \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON  
AND  
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING	)	
THE AIRPORT BOARD TO	)	JOINT RESOLUTION
SELL PROPERTY IDENTIFIED AS	)	
SPOKANE COUNTY ASSESSOR PARCEL	)	
25335.9056	)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County"), by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated October 7, 2019 (City of Spokane City Clerk File # RES 2019-0086, Spokane County Resolution No. 19-1338) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park ("Agreement"); and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the sale of Spokane County Assessor Tax Parcels as identified on Exhibit A, attached hereto, comprised of approximately 20.00 acres of land fronting South Geiger Boulevard, near the intersection of South Geiger Boulevard and West Flightline Boulevard in the City ("Property"); and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to sell the Property, on the terms and conditions set forth in that certain Real Property Purchase and Sale Agreements and Escrow Instructions, dated as of April 22, 2021, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and
2. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to sell the Property.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Terri L. Pfister, City Clerk

Approved as to form:

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

ADOPTED by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Josh Kerns, Chair

ATTEST:

\_\_\_\_\_  
Mary L. Kuney, Vice-Chair

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

\_\_\_\_\_  
Al French, Commissioner

EXHIBIT A

THE PROPERTY

SPOKANE COUNTY ASSESSOR TAX PARCEL NUMBERS

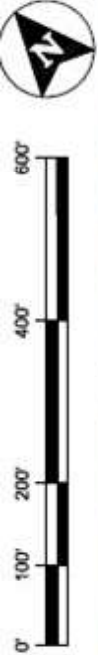
25335.9056

EXHIBIT B

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS,  
DATED AS OF APRIL 22, 2021,  
BY AND BETWEEN SPOKANE AIRPORT AND KING BEVERAGE, INC.



ACREAGE EXHIBIT

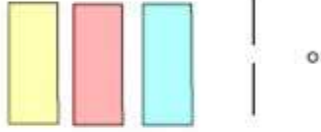


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S33°23'39"W	666.72'
L2	N56°37'49"W	1163.79'
L3	N33°38'20"E	428.32'
L4	N70°16'23"E	213.30'
L5	N88°21'32"E	409.51'
L6	S76°56'42"E	106.92'
L7	S62°20'21"E	128.16'
L8	S40°29'44"E	130.28'
L9	S27°44'00"E	394.79'

NOTES

1. THIS IS A PROPOSED  
BOUNDARY EXHIBIT ONLY  
AND IS NOT AN OFFICIAL  
SURVEY. IT IS NOT INTENDED  
TO CONVEY TITLE.

LEGEND



LEA

SPC

DATE

9000 West Airport Dr., S  
Spokane, WA 99224

**REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made as of the 22<sup>nd</sup> day of April, 2021 (the "Effective Date"), by and between the SPOKANE AIRPORT, by and through its Airport Board ("Airport Board"), created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington ("Seller"), and KING BEVERAGE, INC., a Washington corporation ("Buyer"). Seller and Buyer may be referred to collectively as the "Parties" and individually as a "Party" in this Agreement.

**RECITALS**

A. Seller is the owner of fee simple title to tax parcel 25335.9056 consisting of approximately 289.24 acres located generally at the south side of West Park Drive and west of South Geiger Boulevard, in Spokane ("City"), Spokane County ("County"), Washington ("State") as more particularly bounded and described on Exhibit A-1 attached hereto (the "Seller Property").

B. Buyer desires to acquire a portion of the Seller Property consisting of approximately 20.00 acres fronting South Geiger Boulevard, near the intersection of South Geiger Boulevard and West Flightline Boulevard, in the City, County, State, as depicted on Exhibit A-2 attached hereto (the "Real Property" and together with those items described in Recitals C through E, collectively hereinafter referred to as the "Property"), and all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property, together with:

C. All mineral rights, air and water rights, and rights and easements appurtenant to the Real Property owned by Seller, if any;

D. All licenses, permits, land use designations, approvals, various waivers or consents applicable to the Real Property (collectively, the "Permits"), to the extent transferable and held by Seller, issued or subject to the laws of the United States, the State, County, or City, other authority, department, commission, board, bureau, agency, unit, or instrumentality (collectively "Governmental Authorities"); and

E. Certain surveys, soil and substrata studies, environmental reports, and other plans, diagrams, or studies, if any, with respect to the Real Property.

NOW, THEREFORE, Seller desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth in this Agreement, as follows:

1. Sale of Property. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, upon the terms and conditions set forth in this Agreement. As used in this Agreement, "Business Day" means any day other than: (i) a Saturday, (ii) a Sunday, or (iii) days on which branches of national banks located in the County are closed.

2. Earnest Money and Independent Consideration.

2.1 Earnest Money. Within five (5) Business Days after the Effective Date, Buyer shall deposit with SPOKANE COUNTY TITLE, 1010 North Normandie, Suite 100, Spokane, WA 99201 (Attn: Keith Newell) ("Escrow Agent" or "Title Company") the sum of One Hundred Thousand Dollars (\$100,000.00) in Current Funds (as hereinafter defined) as earnest money (the

"Earnest Money"), to be applied for the account of Buyer as a credit against the Purchase Price (as defined in Section 3). Upon the expiration of the Review Period (as defined in Section 4.1), the Earnest Money shall be nonrefundable to Buyer, except as otherwise set forth in this Agreement. Upon receipt, Escrow Agent shall deposit the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be part of the Earnest Money under this Agreement. When Escrow Agent disburses the Earnest Money as provided in this Agreement, any and all interest that has accrued thereon shall be disbursed to the Party entitled to the Earnest Money. Escrow Agent shall hold and disburse the Earnest Money and any Extension Deposit made pursuant to Section 4.1 in accordance with the terms of this Agreement. At Closing (defined in Section 6.1), Escrow Agent shall apply the Earnest Money and any Extension Deposit toward the Purchase Price.

2.2 Independent Consideration. Simultaneously with Buyer's delivery of the Earnest Money to Escrow Agent, Buyer shall pay directly to Seller an amount equal to One Hundred Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement, which amount the Parties bargained for and agreed to as additional consideration for Seller's execution, delivery and performance of this Agreement and shall be retained by Seller in all instances, and shall not be applied against the Purchase Price.

3. Purchase Price. The purchase price for the Property will be the product of Ninety Eight Thousand Ten Dollars (\$98,010) per acre (i.e. \$2.25/square foot) multiplied by the actual number of acres of the Real Property as shown on the final Segregation Plan (as defined herein) (the "Purchase Price"), together with Buyer's share of closing costs and prorations, as set forth in this Agreement. The Purchase Price will be paid as follows at Closing: (i) the Earnest Money and any Extension Deposit will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds. As used in this Agreement, "Current Funds" means wire transfers, certified funds, or cashier's checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds. The foregoing Purchase Price assumes that the Real Property will consist of approximately eight hundred seventy one thousand two hundred (871,200) square feet and that Buyer will pay a purchase price equal to the total number of square feet multiplied by Two and 25/100 Dollars (\$2.25) per square foot. If the actual square feet of Real Property, as shown on the final Segregation Plan (as herein defined) is greater or less than eight hundred seventy one thousand two hundred (871,200) square feet, the Purchase Price will be increased or decreased to equal the actual number of square feet, multiplied by the foregoing per square foot price.

4. Due Diligence Inspections and Title Review.

4.1 Review Period. As used in this Agreement, the term "Review Period" means that period of time commencing on the Effective Date and expiring at 5:00 p.m. local time in the County the date that is one hundred twenty (120) days after the Effective Date, or upon earlier termination of this Agreement, *provided, however*, Buyer shall have the option to extend the Review Period one (1) time for a period of thirty (30) days by delivering to Seller written notice prior to the expiration of the then current Review Period, and simultaneously with such written notice deposits with Escrow Agent the sum of Twenty Five Thousand Dollars (\$25,000) ("Extension Deposit"). Such Extension Deposit will be applicable to the Purchase Price at Closing and will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

4.2 Review of Title. Within ten (10) days after the Effective Date, Seller shall cause the Title Company to deliver a commitment for the Title Policy (as defined in Section 6.3(b)) to the Parties. The commitment must be accompanied by legible copies of all documents referred to

in Schedule B of the commitment (the commitment and documents are collectively referred to in this Agreement as the "Title Report").

(a) Objections. Buyer shall review the Title Report and may, prior to the expiration of the Review Period, provide Seller and Title Company with written notice of the title exceptions that are acceptable or objectionable to Buyer, in Buyer's discretion (each such objectionable matter or exception considered a "Disapproved Matter"). If Buyer timely notifies Seller and Title Company of any Disapproved Matter(s) prior to expiration of the Review Period, Seller may, within five (5) days following Seller's receipt of Buyer's written notice of Disapproved Matter(s), notify Buyer and Escrow Agent that: (i) Seller will remove or correct such Disapproved Matter as of or before Closing, or (ii) Seller will not remove any or certain Disapproved Matter(s). If Seller does not respond within such period, Seller will be deemed to have elected option (ii) above. If Seller elects, within its discretion, or is deemed to have elected not to eliminate those objections with reference to such Disapproved Matter(s), in form and substance acceptable to Buyer, in Buyer's discretion, Buyer may, within five (5) days of receipt of such Seller's response to Buyer's written notice, either: (y) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, or (z) give written notice to Seller and Escrow Agent, agreeing to accept title to the Property subject to such Disapproved Matters, in which case such Disapproved Matters shall be Permitted Exceptions (as defined in Section 4.2(c), below), and if Buyer fails to elect either option (y) or (z) above, Buyer will be deemed to have elected option (z).

(b) Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions which were not contained in the initial Title Report (each, an "Amended Report"), Buyer will have three (3) days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the initial Title Report, in which to give notice of its acceptance of or objection to any additional title exceptions except if said supplements or amendments are a result of Buyer's actions, in which case Buyer shall not be entitled to object to such additional title exceptions. If Buyer provides Seller with notice of the basis of objection to the status of Seller's title as shown in the Amended Report, Seller will have the option, but not the obligation, to: (i) eliminate Buyer's objections, (ii) obtain title insurance endorsements regarding such objections, or (iii) cure any objectionable matter within three (3) days after receipt of such written notice, in each case, in form and substance acceptable to Buyer. If, prior to the expiration of the three (3) day period, Seller does not cure such objections, Buyer will have the option to terminate this Agreement within one (1) Business Day after expiration of such three (3) day period by giving written notice of termination to Seller and Escrow Agent, and if Buyer does not elect to terminate the Agreement within such one (1) Business Day period, Buyer will be deemed to have agreed to accept title subject to such objections, in which case such additional title exceptions shall be Permitted Exceptions. If Seller's three (3) day cure period would expire after the scheduled Closing Date (as defined in Section 6.1, below), the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) Failure to Provide Written Acceptance. Any item that Buyer accepts in writing or is deemed to have accepted pursuant to the terms of this Agreement will be a "Permitted Exception." The term "Permitted Exceptions" also includes and Buyer may not disapprove or object to the following: all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and restrictions regulating the use, occupancy or enjoyment of the Property; such state of facts as would be disclosed by a

survey or physical inspection of the Real Property (unless Buyer obtains a survey); the lien of taxes and assessments not yet delinquent; any exclusions from coverage set forth in the jacket of the Title Policy; the Avigation Easement (as defined below); or any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing, any deeds of trust, monetary liens, or monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller. If Buyer does not provide written acceptance of an exception to title as disclosed by the Title Report or an Amended Report within the applicable time period, Buyer will be deemed to have accepted such matter. If this Agreement is terminated due to Seller's failure to eliminate or cure any of Buyer's objections under this Section 4.2, the Escrow Agent shall immediately disburse to Buyer all Earnest Money less Seller's Portion (as herein defined), together with any documents or instruments that Buyer has deposited with the Escrow Agent, disburse the Extension Deposit, if any, and remit Seller's Portion to Seller and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

4.3 Survey. At any time through the Closing Date, Buyer, at its expense, may obtain a current or updated survey of the Property (the "Survey").

4.4 Review of Diligence Materials. Seller shall, no later than five (5) Business Days after the Effective Date, provide Buyer (or make available for Buyer's inspection) copies of the following items that relate to the Property (to the extent the same are in Seller's possession or control): existing environmental assessment reports; surveys; utility bills for the most recent month and past six (6) months, if any; valuation notices and any other fees, dues, and taxes applicable to the Property for the past year; and copies of any pending or threatened Claims (as defined in Section 4.5(b)) relating to the Property, and any governmental notices regarding uncured violations of laws or regulations (collectively, the "Current Diligence Materials"). In the event that the sale of the Property fails to close for any reason, all Current Diligence Materials provided to Buyer by Seller shall be returned to Seller promptly upon request and the contents of all Current Diligence Materials shall thereafter be treated by Buyer as confidential information of Seller and shall not be disclosed to any third parties (except as may be required by law or upon court order) without the prior consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Any Current Diligence Materials provided by Seller to Buyer under this Agreement are provided as an accommodation to Buyer, and Buyer acknowledges and agrees that Seller makes no representations or warranties whatsoever with regard to the contents, completeness or accuracy of any such Current Diligence Materials.

4.5 Physical Inspections; Entry on Property.

(a) Physical Inspections. Buyer and its agents, employees or subcontractors ("Buyer's Agents") will have the right, from time to time prior to the Closing, to enter upon the Property to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as Buyer determines to be reasonably necessary, all at Buyer's sole cost and expense. As part of Buyer's physical inspection, Buyer may, in its discretion and its sole cost and expense, obtain a current ASTM Phase I environmental site assessment (the "Phase I") for the Property, performed by an environmental consultant (the "Environmental Consultant") acceptable to and for the benefit of and reliance on by Buyer. If the Phase I recommends that a Phase II environmental site assessment (the "Phase II") be prepared or Buyer determines that a Phase II is necessary and desirable, then Buyer may, in its discretion,

elect to perform a Phase II by giving written notice to Seller. Seller shall have the right to be present at any or all inspections. Buyer shall promptly provide Seller copies of the Phase I and Phase II, and any other conclusions, assessments, or reviews provided to Buyer by the Environmental Consultant. Neither Buyer nor Buyer's Agents may contact any governmental official or representative regarding hazardous materials on or the environmental condition of the Property without Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed. In addition, if Seller consents to any such governmental contacts, Seller shall be entitled to receive at least five (5) days prior written notice of the intended contact and to have a representative present when any Buyer's Agent has any such contact with any governmental official or representative.

(b) Entry on Property. Up to and through the Closing Date, if this Agreement has not been terminated, Buyer and Buyer's Agents will have the right (upon at least twenty-four (24) hours prior written notice to Seller) to enter the Property to conduct such surveys, inspections, investigations and/or studies with respect to the Property as permitted by Section 4.5(a) of this Agreement, at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from and against any and all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) (collectively, "Claims") incurred by reason of or in connection with such entry or such surveys, inspections, investigations and/or studies. Before entering upon the Property, Buyer shall furnish to Seller a certificate of insurance evidencing: (a) commercial general liability insurance coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, (b) professional liability insurance of not less than One Million Dollars (\$1,000,000.00) for any of Buyer's Agents who conduct inspections of the Property, (c) workers' compensation insurance as required by Washington statutes, and (d) employer's liability insurance of not less than One Million Dollars (\$1,000,000.00) per accident. Such insurance coverage shall (i) be issued by an insurance company licensed in Washington having a rating of at least "AVIII" by A.M. Best Company, (ii) be primary and any insurance maintained by Seller shall be excess and noncontributory, (iii) include contractual liability coverage with respect to Buyer's indemnity obligations set forth in this Agreement (it being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Buyer's indemnity obligations under this Agreement in any manner whatsoever), and (iv) not contain any exclusions for "insured versus insured" claims as respects any potential claim by Seller against Buyer. The insurance certificate required herein shall also provide that the coverage may not be cancelled, non-renewed or reduced without at least thirty (30) days' prior written notice to Seller. Buyer agrees to repair any and all damages caused to the Property due to Buyer's entry thereon and otherwise to restore the Property to the Property's original condition before such entry. The obligations of Buyer under this Section 4.5 will survive Closing or earlier termination of this Agreement.

(c) No Liens or Interference. Buyer shall not permit, and shall indemnify, defend and hold harmless Seller for, from and against any and all Claims incurred by reason of or in connection with, any construction, mechanics or materialmen's liens or any other liens that attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or Buyer's Agents in connection with Buyer's inspection of the Property. The provisions of this Section will survive Closing or other termination of this Agreement.



4.6 Right to Terminate Before Expiration of Review Period. Notwithstanding anything contained within this Agreement to the contrary, Seller acknowledges and understands that Buyer may, prior to the expiration of the Review Period, notify Seller in writing that Buyer elects to terminate this Agreement as a result of any matter or no matter as determined by Buyer, in Buyer's sole discretion. Seller acknowledges that Buyer has the right to so terminate this Agreement, regardless of whether Seller would be willing or able to cure any such matter to which Buyer has objected. If Buyer elects, in its sole discretion, to proceed with this transaction, Buyer shall send a written approval notice to Seller and Escrow Agent on or before expiration of the Review Period ("Approval Notice"). If Buyer fails to send an Approval Notice to Seller and Escrow Agent by the expiration of the Review Period, Buyer will be deemed to have elected to terminate this Agreement. Buyer may also terminate this Agreement by sending written notice of termination to Seller on or before expiration of the Review Period. If this Agreement is terminated as provided in this Section 4.6, the Earnest Money less Seller's Portion will be refunded to Buyer and Escrow Agent will disburse the Extension Deposit, if any, and remit Seller's Portion to Seller, and the Parties will have no further rights or obligations to each other, except for those rights and obligations that expressly survive the termination of this Agreement. After the Approval Notice is sent by Buyer or upon expiration of the Review Period, the Earnest Money will be nonrefundable to Buyer, except as otherwise expressly provided in this Agreement.

4.7 Property Segregation; Form 7460-1.

(a) Segregation Application. During the Review Period, Seller shall cause a preliminary site plan outlining the proposed boundaries for the Real Property to be prepared (the "Site Plan"). On or before the expiration of the Review Period, Buyer and Seller shall use commercially reasonable efforts to mutually agree upon the Site Plan ("Approved Site Plan"). Should the Parties fail to mutually agree upon an Approved Site Plan prior to the expiration of the Review Period, this Agreement shall terminate. Following the Parties mutual approval of the Approved Site Plan and after the expiration of the Review Period, Seller shall, at Buyer's sole cost and expense, prepare and submit to Buyer for Buyer's approval a complete application, including certificates of exemption (if applicable), or certificates of approval (if applicable), for a lot line adjustment, boundary line adjustment, short plat, binding site plan, or other subdivision mechanism reasonably approved by the Parties to create a new legally conveyable tax parcel and adjusting the existing boundaries of the Seller Property to coincide with those depicted in the Approved Site Plan, all of which must be substantially similar to the approximate boundaries depicted on the attached Exhibit A-2 (the "Segregation Application"). Buyer shall have ten (10) Business Days after receipt of the Segregation Application in which to review and give Seller written notice of Buyer's approval of the Segregation Application or its requested changes thereto. Seller shall within five (5) Business Days modify the Segregation Application as reasonably requested by Buyer, and this approval process shall be repeated until the Segregation Application is approved by Buyer. Once approved by Buyer, the Segregation Application will constitute the "Approved Segregation Application".

(b) Submission of Approved Segregation Application; Form 7460-1. Following the Parties mutual approval of the Approved Segregation Application, Seller shall (i) take all actions necessary to cause the lot line adjustment, boundary line adjustment, short plat, binding site plan, or other subdivision mechanism of the Real Property to coincide with the boundaries set forth in the Approved Segregation Application via the applicable (a) processing of certificates of exemption with the Spokane County Department of Building and Planning, or (b) processing of certificates

of approval with the City of Spokane Planning and Development Services Department, and the corresponding finalization of a parcel segregation to be filed or recorded in the official records of the County, or such other subdivision mechanism reasonably approved by the Parties ("Segregation Plan"), with no Unanticipated Approval Conditions other than those approved by Buyer in writing (the "Subdivision Contingency"), and (ii) working in concert with Buyer, submit for FAA approval Form 7460-1, Notice of Proposed Construction or Alteration. Buyer shall reasonably cooperate (at no cost to Seller) with Seller and take all actions reasonably necessary to assist Seller in Seller's efforts to (y) complete the Segregation Plan, including, without limitation, executing such applications and any other documents necessary or convenient with respect to the Segregation Plan, and (z) obtain a positive determination from the FAA, including airspace review clearance, with respect to Form 7460-1 and Buyer's Project described therein (the "FAA Project Approval Contingency"). Seller shall promptly provide to Buyer a copy of all written communications with any Governmental Authority concerning the Approved Segregation Application, Segregation Plan and Form 7460-1, and shall afford Buyer the opportunity to participate in any and all telephonic and in-person meetings and hearings relating thereto, if permissible and reasonably practical. If, as a condition to its approval of the Segregation Plan, any Governmental Authority requires any material modifications to the metes and bounds of the Real Property from those shown within the Approved Segregation Application or otherwise requires the Real Property to be subject to any material covenants, conditions, restrictions, exactions, off-site improvement obligations, fees in lieu, or impact fees that are not contemplated in the Approved Segregation Application or this Agreement (each, an "Unanticipated Approval Condition"), Seller shall promptly notify Buyer and afford Buyer the opportunity to discuss the same with Seller and such Governmental Authority. If Buyer, after discussing an Unanticipated Approval Condition with Seller and such Governmental Authority, determines, in its reasonable discretion, that (I) the applicable Governmental Authority is unwilling to approve the Segregation Plan without the Unanticipated Approval Condition and (II) such Unanticipated Approval Condition will have a material and adverse impact on Buyer's Project, Buyer may terminate this Agreement by delivering written notice to Seller and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money less Seller's Portion to Buyer, disburse the Extension Deposit, if any, and remit Seller's Portion to Seller and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

(c) Segregation Plan Costs and Fees. Buyer shall be solely responsible for all costs, fees, and expenses associated with the preparation, submission, and administration of the Segregation Application and the satisfaction of the conditions to approval of the Segregation Plan. In the event this Agreement is terminated and the sale of the Real Property fails to close for any reason (except for a Seller breach), Escrow Agent shall immediately disburse the Earnest Money to Buyer less Seller's actual out-of-pocket costs and expenses incurred by Seller with respect to the Segregation Plan ("Seller's Portion"), and disburse the Extension Deposit, if any, and remit such Seller's Portion to Seller and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. This Section 4.7(c) shall survive Closing or the earlier termination of this Agreement.

(d) Property to Be Acquired at Closing. At Closing, Buyer must purchase the Property, in accordance with all the terms and conditions of this Agreement, including, without limitation, the Purchase Price set forth in Section 3 hereof.



5. Conditions Precedent.

5.1 Buyer's Conditions Precedent. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

- (a) All of the documents required to be delivered by Seller to Buyer at Closing pursuant to the terms and conditions hereof shall have been delivered;
- (b) Each of the representations of Seller set forth in Section 7 shall be true in all material respects as of the Closing Date;
- (c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy, subject only to the Permitted Exceptions applicable to the Real Property;
- (d) The Subdivision Contingency and FAA Project Approval Contingency shall have been satisfied in accordance with Section 4.7; and
- (e) Seller shall have satisfied the Approval Conditions (as defined below) and delivered written confirmation thereof to Buyer.

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money less Seller's Portion shall be promptly refunded to Buyer and Escrow Agent shall disburse the Extension Deposit, if any, and remit Seller's Portion to Seller; *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

5.2 Seller's Conditions Precedent. Seller's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

- (a) All of the documents and funds required to be delivered by Buyer to Seller at Closing pursuant to the terms and conditions hereof shall have been delivered;
- (b) Each of the representations of Buyer set forth in Section 8 shall be true in all material respects as of the Closing Date;
- (c) The Subdivision Contingency and FAA Project Approval Contingency shall have been satisfied in accordance with Section 4.7;
- (d) Seller's receipt of written approval of the transaction contemplated by this Agreement from the board of directors of Seller's Airport Board, the City of

Spokane, and County of Spokane, acting through the City Council of Spokane, and the Spokane County Board of Commissioners, respectively; and

(e) Seller's receipt of written approval from the Federal Aviation Administration ("FAA") for release and/or disposal of the Real Property by Seller that formally authorizes the release and/or disposal and removal of the Real Property as airport dedicated real property pursuant to Section 163 of the FAA Reauthorization Act of 2018 ("FAA Disposal Approval").

If any of the conditions delineated in Sections 5.2(a), 5.2(b) or 5.2(c) are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money and any Extension Deposit shall be promptly disbursed to Seller as liquidated damages. Seller shall use commercially reasonable efforts to cause the conditions set forth in Section 5.2(d) and 5.2(e) (the "Approval Conditions") to be satisfied (which Seller affirmatively cannot waive whether orally or in writing) on or before Closing.

6. Closing.

6.1 Closing Date. The closing ("Closing") of the purchase and sale transaction contemplated in this Agreement will occur ("Closing Date") on the earlier of (i) thirty (30) days following the expiration of the Review Period, or (ii) provided that the Approval Conditions have been satisfied, on such earlier date as mutually agreed to by the Parties. Notwithstanding anything herein to the contrary, if Closing has not occurred not later than thirty (30) days following expiration of the Review Period due to the failure of the Approval Conditions, *provided, however*, that Seller's failure to satisfy the Approval Conditions shall not be considered a Seller Default, then either Party may, in its sole discretion and at any time thereafter, elect to terminate this Agreement by delivering written notice to the other Party and, in the event of such termination (a) all rights and obligations of the Parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease, (b) the Earnest Money less Seller's Portion shall be promptly refunded to Buyer, (c) the Extension Deposit shall be disbursed to Seller, and (d) such Seller's Portion shall be remitted to Seller.

6.2 Location. Closing will occur at the offices of the Escrow Agent, or at such other place as may be agreed to by the Parties in writing.

6.3 Closing Costs and Prorations.

(a) Closing Fees. At Closing, Buyer and Seller will each pay one-half (1/2) of any escrow fees and closing fees. Seller shall be solely responsible for any state or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the transaction contemplated in this Agreement, if applicable to Seller. Seller shall be solely responsible for all recording fees associated with recording the Avigation Easement (as defined below). Buyer shall be responsible for all recording fees associated with recording the Deed (as defined below). Any other fees and costs will be paid by, or shared by, Buyer and Seller in accordance with local custom in Spokane County, Washington.

(b) Title Policy; Survey. Seller shall pay the equivalent premium of an ALTA standard owner's title policy for the Property, and Buyer shall pay the additional

premium necessary for any ALTA extended or other policy Buyer elects to acquire (the "Title Policy"). Buyer shall also pay premium of any and all endorsements to the Title Policy unless provided by Seller to remove a Disapproved Matter, in which case, Seller shall be responsible for the cost of such endorsements. The cost of any Survey of the Real Property obtained by Buyer will be borne by Buyer.

(c) Taxes and Fees. Real estate taxes for the year of Closing shall be the sole responsibility of Buyer. Buyer acknowledges that Seller does not pay real estate taxes and, as such, Buyer is free to seek a refund for that portion of time in which real estate taxes may have otherwise been required to be paid in order to close the transaction contemplated by this Agreement. Annual municipal or special district assessments (on the basis of the actual fiscal tax years for which such taxes are assessed), lienable water and sewer rentals, license, or permit and inspection fees, if any, will be apportioned as of the Closing Date between Buyer and Seller. If, on the day prior to the Closing Date, real estate taxes have been imposed upon the Real Property for the real estate tax year in which Closing occurs such taxes shall be paid by Buyer at the time of Closing.

(d) Utility Readings. Seller shall use commercially reasonable efforts to obtain readings of the utility meters on the Property (if any) to a date no sooner than two (2) Business Days prior to the Closing Date. At or prior to Closing, Seller shall pay all charges based upon such meter readings. However, if after reasonable efforts Seller is unable to obtain readings of any meters prior to Closing, Closing will be completed without such readings and upon the obtaining of such readings after Closing, Seller shall promptly pay the pre-Closing charges as reasonably determined by Seller and Buyer based upon post-Closing readings.

(e) Attorney Fees. Each Party shall pay its own attorney fees incurred with respect to this transaction.

(f) Preliminary Closing Statement. Seller and Buyer shall cooperate with Escrow Agent to prepare a preliminary closing statement (the "Closing Statement") on the basis of the real estate taxes and other sources of income and expenses for the Property on or prior to the Closing Date. All apportionments and prorations provided for in this Section 6.3 to be made as of the Closing Date will be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date. The preliminary Closing Statement and the apportionments and/or prorations reflected therein will be based upon actual figures to the extent available. If any of the apportionments and/or prorations cannot be calculated accurately based on actual figures on the Closing Date, then they will be calculated based on Seller's and Buyer's good faith estimates thereof, subject to reconciliation as provided in the following Section.

(g) Post-Closing Reconciliation. If there is an error on the preliminary Closing Statement or, if after the actual figures are available as to any items that were estimated on the preliminary Closing Statement, it is determined that any actual proration or apportionment varies from the amount thereof reflected on the preliminary Closing Statement, the proration or apportionment will be adjusted based on the actual figures as soon as feasible, but not later than sixty (60) days after the Closing Date. Either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

(h) Other Costs and Survival. All other costs not addressed within this Section 6.3 will be paid in accordance with the custom followed in Spokane County,

Washington. The provisions of this Section 6.3 will survive Closing for a period of six (6) months.

6.4 Deliveries at Closing.

(a) Deliveries by Seller. At Closing, Seller shall execute and deliver (or cause to be executed and delivered) all documents and take all other actions reasonably necessary to effect the Closing, including, without limitation:

(1) A duly executed and acknowledged bargain and sale deed (the "Deed"), in the form attached to this Agreement as Exhibit B.

(2) A counterpart original duly executed and completed real estate excise tax affidavit ("REETA").

(3) A counterpart original duly executed and acknowledged avigation easement ("Avigation Easement") encumbering the Real Property, in the form attached to this Agreement as Exhibit C, but only if the Title Report Buyer obtains with respect to the Real Property does not disclose the existence of a satisfactory avigation easement, as determined by Seller in its sole and absolute discretion.

(4) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986 (and the regulations adopted thereunder), as amended (the "Code").

(5) Copies of all current property tax bills and tax notices pertaining to the Real Property, if any.

(6) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(b) Deliveries by Buyer. On the Closing Date, Buyer shall execute and deliver all documents, or cause to be executed and delivered all documents, and take such other action that may be reasonably necessary to effect and complete the Closing, including, without limitation:

(1) The amounts required under Section 3 and Section 6.3 in Current Funds.

(2) A duly executed and completed REETA.

(3) A counterpart original duly executed and acknowledged Avigation Easement, if required by Seller.

(4) Such documentation as Escrow Agent may reasonably require, or may otherwise be required to close the escrow and consummate the purchase of the Property in accordance with the terms of this Agreement.

(c) Actions of Escrow Agent. When Buyer and Seller have delivered the items described above, the Escrow Agent shall:

- (1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.
- (2) Record the Deed and the Avigation Easement in that order.
- (3) Deliver the balance of the Purchase Price in Current Funds to Seller, net of Seller's costs, fees, and prorations.
- (4) Issue and deliver the Title Policy to Buyer.
- (5) Deliver the above referenced documents to the applicable Party.

7. Representations and Warranties of Seller. Seller makes the representations and warranties set forth in this Section 7. Buyer expressly understands and agrees that the phrase "to Seller's knowledge" as used in this Section 7 means the actual present knowledge of Lawrence J. Krauter, acting solely in his capacity as the Chief Executive Officer of Seller, and shall not be construed to refer to the knowledge of any other partner, officer, director, agent, employee or representative of Seller, or any affiliate or parent of Seller. Such individual shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete. Each representation and warranty: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of six (6) months.

7.1 Authority/Binding Agreement. This Agreement and all exhibits and documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller and constitute the valid and binding obligations of Seller. Subject to obtaining the approvals described in Sections 5.2(d) and 5.2(e), Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement. The execution, delivery, and performance of this Agreement will not conflict with or constitute a breach or default under (i) the organizational documents of Seller; (ii) any material instrument, contract, or other agreement to which Seller is a party which affects the Property; or (iii) any statute or any regulation, order, judgment, or decree of any court or Governmental Authority.

7.2 Condemnation. Seller has not received from any Governmental Authority having the power of eminent domain any written notice of any condemnation of the Property or any part thereof.

7.3 Pending Litigation. Seller has received no written notice of any pending litigation initiated against Seller or the Property which would materially affect the Property after Closing.

7.4 Governmental Compliance. Seller has not received from any Governmental Authority written notice of any material violation of any building, fire or health code or any other statute applicable to the Property which will not be cured prior to Closing.

7.5 Non-Foreign Person. Seller is not a "foreign person" as defined in § 1445 of the Code and any related regulations.

7.6 Environmental Matters. To Seller's knowledge, and except as may otherwise be disclosed in the Current Diligence Materials: (a) the Property is free from Hazardous Substances;

(b) the soil, surface water and ground water of, under, on or around the Property are free from Hazardous Substances; (c) the Property has never been used for or in connection with the manufacture, refinement, treatment, storage, generation, transport or hauling of any Hazardous Substances, nor has the Property been used for or in connection with the disposal of any Hazardous Substances; and (d) the Property is now and during Seller's ownership, has been in compliance with all Environmental Laws. As used in this Agreement, the term "Hazardous Substance" means any material, waste, substance, pollutant, or contaminant which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (i) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; (ii) those substances listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 17.101, including appendices and amendments thereto), or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) such other substances, materials, or wastes which are or become regulated or classified as hazardous or toxic under any Environmental Law; and (iv) any material, waste, or substance which is (A) petroleum or refined petroleum products; (B) radon; (C) polychlorinated biphenyls; (D) flammable explosives; or (E) radioactive materials. As used in this Agreement, the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 1101, *et seq.*; the Clean Air Act, 41 U.S.C. § 7401, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; The Safe Drinking Water Act, 41 U.S.C. § 300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 3251, *et seq.*; and any other federal, state or local law, statute, ordinance, or regulation now in effect or hereinafter enacted which pertains to health, industrial hygiene, or the regulation or protection of the environment, including without limitation, ambient air, soil, groundwater, surface water, or land use.

8. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the representations and warranties set forth in this Section 8. Each representation and warranty: (i) is true in all respects as of the Effective Date; (ii) will be true in all respects on the Closing Date; and (iii) will survive Closing for a period of six (6) months.

8.1 Power and Authority. Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated in this Agreement, including, but not limited to, executing and delivering (or causing the execution and delivery of) the Buyer's deliverables as provided in Section 6.4(b) of this Agreement. Buyer's execution, delivery and performance of this Agreement have been duly authorized.

8.2 Bankruptcy or Insolvency. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Buyer, and no such actions have been threatened.

8.3 Anti-Terrorism. All funds to be used by Buyer as payment of the Purchase Price at Closing are from sources operating under, and in compliance with, all federal, state and local statutes and regulations and are free of all liens and claims of lien. Neither Buyer, nor any of its directors, members, managers or other owners is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under Anti-Terrorism Laws. As used in this

Agreement, the term “Anti-Terrorism Laws” means any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any Governmental Authority relating to terrorism or money laundering including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06); Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control list of “Specifically Designated National and Blocked Persons” (as published from time to time in various mediums).

9. “AS IS” Sale; Release & Waiver.

9.1 “AS IS” Purchase.

(A) SUBJECT TO SELLER’S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, AND ACKNOWLEDGING THE PRIOR USE OF THE PROPERTY AND BUYER’S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES TO PURCHASE THE PROPERTY “AS IS”, “WHERE IS”, WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY (“DISCLOSURES”) PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER’S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER’S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD “AS IS”.

(B) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY

DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINABOVE DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: 

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law.

In this connection and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT



DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINABOVE DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: LJK

Buyer's Initials: \_\_\_\_\_

9.2 Release. Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and its shareholders, members, investors or partners of each of them and any permitted assignees of Buyer hereunder and its successors and assigns (collectively, the "Buyer Affiliated Parties") waives its right to recover from, and forever releases and discharges, Seller and its affiliates, property manager, partners, trustees, beneficiaries, owners, members, managers, officers, employees and agents and representatives, and its respective heirs, successors, personal representatives and assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, state or local law.

In this connection and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

9.3 Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT

ENTITLED "ENVIRONMENTAL". Buyer is hereby provided with the "Environmental" section of the Seller Disclosure Statement attached hereto as Exhibit D. Buyer further agrees that any information discovered by Buyer concerning the Real Property prior to Closing shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE REVIEW PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

10. Covenants.

10.1 Covenants of Seller.

(a) Normal Operations. Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not modify or alter the Property without the prior written consent of Buyer. From and after the Effective Date, Seller shall not enter into any contracts or commitments relating to the Property without the prior written consent of Buyer (in Buyer's reasonable discretion) if any such contracts or commitments would extend beyond the Closing Date. From and after the Effective Date, Seller shall not encumber the Property with any liens, encumbrances or other instruments creating a cloud on title or securing a monetary obligation with the Property.

(b) Insurance. Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property as is in effect as of the Effective Date.

(c) Post-Closing Construction Covenant of Buyer. Buyer acknowledges and agrees that as a condition to obtaining the FAA Disposal Approval, Buyer must adhere and comply with the FAA's approval of Buyer's Project previously obtained in connection with the satisfaction of the FAA Project Approval Contingency while constructing any facility or feature on the Property.

11. Condemnation. Risk of loss resulting from any condemnation or eminent domain proceeding that is commenced or has been threatened before the Closing, and risk of loss to the Property due to fire, flood, or any other cause before Closing, will remain with Seller. If before Closing the Property (or any portion thereof) is subjected to a threat of condemnation or becomes the subject of any proceedings, judicial, administrative, or otherwise, with respect to the taking by eminent domain or

condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money less Seller's Portion will be returned to Buyer, the Extension Deposit, if any, shall be disbursed to Seller and such Seller's Portion shall be remitted to Seller, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

12. Default by Buyer; Liquidated Damages. BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY, AND ANY EXTENSION DEPOSIT WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's Initials: \_\_\_\_\_

Buyer's Initials:       

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money and any Extension Deposit shall be immediately returned to Buyer or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

condemnation, then Seller shall promptly provide written notice thereof to Buyer and Buyer may terminate this Agreement by written notice to Seller sent within fifteen (15) days after Seller informs Buyer in writing that the Property has been taken, in which event the Earnest Money less Seller's Portion will be returned to Buyer, the Extension Deposit, if any, shall be disbursed to Seller and such Seller's Portion shall be remitted to Seller, and neither Party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement. If the Closing Date is within the fifteen (15) day period, then Closing will be extended to the next Business Day following the end of the fifteen (15) day period. If no such election is made by Buyer, (i) this Agreement will remain in full force and effect, (ii) the purchase of the Property, less any interest taken by eminent domain, will be effected with no further adjustment, and (iii) upon Closing, Seller shall assign to Buyer all of the right, title, and interest of Seller in and to any awards that have been or may thereafter be made for such taking.

12. Default by Buyer; Liquidated Damages. BUYER WILL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE FALSE, (II) BUYER FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY, AND ANY EXTENSION DEPOSIT WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's Initials: LJK

Buyer's Initials: \_\_\_\_\_

13. Default by Seller; Remedies. Seller will be in default under this Agreement if (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date, or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after Buyer provides Seller with notice of such failure (a "Seller Default"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money and any Extension Deposit shall be immediately returned to Buyer or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole. The time period for bringing a claim against Seller for a breach of a representation or warranty relating to title to the Real Property will be tolled during the pendency of any action by Buyer against Title Company.

14. Brokerage. Buyer has engaged Cory Barbieri of Goodale & Barbieri Company, in connection with the transaction contemplated by this Agreement ("Buyer's Broker"). Seller shall be solely responsible for the payment of the brokerage fee or commission, payable only upon Closing, to Buyer's Broker in an amount equal to 4.5% of the Purchase Price. Except with respect to Buyer's Broker identified above, Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all Claims arising out of any claim for commissions, fees, or other similar compensation or charges relating to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any third party as the result of the acts of Seller or Buyer or their respective representatives. The obligations of the Parties under this Section 14 will survive Closing.

15. Miscellaneous.

15.1 Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, the substantially prevailing party shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

15.2 Escrow Agent. The Escrow Agent hereby accepts its designation as the Escrow Agent under this Agreement and agrees to hold and disburse the Earnest Money and the Extension Deposit, if any, as provided in this Agreement. The provisions of this Agreement will constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions of this Agreement; *provided, however*, that the Parties shall execute such additional escrow instructions, not inconsistent with the provisions of this Agreement, as may be deemed reasonably necessary to carry out the intentions of the Parties as expressed in this Agreement. The provisions of this Section 15.2 will survive the Closing or termination of this Agreement.

15.3 Notices. All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt of an electronic confirmation thereof, (ii) upon delivery, if sent by electronic mail, provided that such notice is also promptly thereafter delivered in accordance with another permissible method of delivery, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Seller: Spokane International Airport  
c/o Airport Board  
Attn: Lawrence J. Krauter  
9000 West Airport Drive, Suite 204  
Spokane, WA 99224  
Email: lkrauter@spokaneairports.net  
Fax: (509) 624-6633

with a copy to: Lukins & Annis, P.S.  
717 W. Sprague, Suite 1600  
Spokane, WA 99201  
Attn: Tyler J. Black, Esq.  
Email: tblack@lukins.com  
Fax: (509) 363-2487

If to Buyer: King Beverage, Inc.  
6715 E. Mission Ave.  
Spokane, WA 99212  
Attn: Peter Rusnak  
Email: peter.rusnak@kingbeverage.com  
Fax: (509) 444-3711

with a copy to: Goodale & Barbieri  
818 W. Riverside Ave., Suite 300  
Spokane, WA 99201  
Attn: Cory Barbieri  
Email: cory.barbieri@g-b.com  
Fax: (509) 344-4939

If to Escrow Agent: Spokane County Title  
1010 N. Normandie, Suite 100  
Spokane, WA 99201  
Attn: Keith Newell  
Email: keith@spokanetitle.com  
Fax: (509) 324-1375

15.4 Survival. Unless expressly provided otherwise in this Agreement, the representations and warranties of Seller contained in this Agreement will survive Closing for a period of six (6) months (the "Survival Period"). Seller shall not be liable to Buyer by reason of a breach of any of Seller's representations or warranties unless the Buyer notifies the Seller of such breach (the "Warranty Notice") prior to the expiration of the Survival Period, and gives the Seller an opportunity to cure any such breach within a reasonable period of time after delivery of the Warranty Notice. Any proceeding with respect to Seller's alleged breach of any representation or warranty must be commenced within the Survival Period, and if not commenced within such time period, Buyer will be deemed to have waived its Claims for such breach or default. Seller's aggregate liability to Buyer by reason of a breach of one or more of Seller's representations or warranties shall not exceed One Hundred Thousand Dollars (\$100,000). Seller's liability will be limited to actual damages and will not include consequential, special, punitive or incidental damages.

15.5 Governing Law/Venue. The laws of the State of Washington govern the enforcement, and interpretation of this Agreement. The venue for any action related to this Agreement will be in Spokane County, Washington.

15.6 Integration; Modification; Waiver. This Agreement, the recitals to this Agreement, exhibits, and closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the Parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

15.7 Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

15.8 Headings; Construction. The headings used throughout this Agreement have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Agreement. Words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement refer to the entire Agreement and not to any particular provision or section. The terms "includes," "including," or "include" as used herein shall be interpreted as being non-exclusive and shall be read to mean, respectively, "includes without limitation," "including, without limitation" and "include without limitation."

15.9 Deadlines and Dates. Any deadline, unless otherwise set forth in this Agreement, will expire at 5:00 p.m., Pacific Time. Should any deadline or date in this Agreement fall on a day other than a Business Day, such deadline or date will be extended until 5:00 p.m., Pacific Time, on the next Business Day.

15.10 Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

15.11 Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting the Closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder.

15.12 Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

15.13 Binding Effect. This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

15.14 Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

15.15 Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion; *provided, however*, that Buyer shall have the right to assign its rights under this Agreement without first obtaining Seller's consent if such assignment is to a special purpose entity in which Buyer or its principals hold an ownership interest or control. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void.

15.16 Other Parties. The relationship of the Parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture or other partnership exists between the Parties hereto. Neither Party has any fiduciary relationship hereunder to the other. The provisions of this Agreement are not intended to benefit any third parties.

15.17 1031 Exchange. Buyer may purchase the Property and Seller may sell the Property by completing one or more Code §1031 tax-deferred exchange(s). Each Party agrees to cooperate with the other in effecting such an exchange; *provided, however*, the cooperating Party will not incur any additional liability or financial obligations as a consequence of any such exchange.

15.18 Sole Discretion. If a Party is given the right to exercise its sole or absolute discretion, neither the other Party nor any third party (including, without limitation, an arbitrator) will have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.19 Confidentiality. Seller and Buyer agree that there will be no press or other publicity release or communication to any third party concerning the transaction contemplated in this Agreement without the prior written consent of the other. Notwithstanding the foregoing, prior to Closing, either Party shall have the right to disclose information with respect to the Property to its officers, directors, members, partners, employees, attorneys, accountants, environmental auditors, engineers, current and potential lenders, investors, insurers and permitted assignees under this Agreement and other consultants to the extent necessary to evaluate the transactions contemplated hereby and the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyer acquires the Property from Seller, either Party may disclose any information concerning the Property or the transactions contemplated hereby that the disclosing Party wishes to disclose; provided that any press release or other public disclosure by either Party regarding this Agreement or the transactions contemplated herein, and the wording of same, must be approved by the non-disclosing Party. The provisions of this Section shall survive the Closing or any termination of this Agreement.

15.20 Disclaimer—Preparation of Agreement. This Agreement has been negotiated by the Parties. Buyer and Seller agree that no presumption will apply in favor or against any Party in respect of the interpretation or enforcement of this Agreement. Each Party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing



this Agreement, each such Party represents: (i) that it has read and understands this Agreement, (ii) that it has had the opportunity to obtain independent legal and tax advice regarding this Agreement and (iii) that it has obtained such independent advice or has freely elected not to do so.

*[signatures to appear on the following page]*

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

SELLER:

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County  
of Spokane, Washington


By:   
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

BUYER:

KING BEVERAGE, INC.,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form and content:

  
Brian Werst, General Counsel

IN WITNESS WHEREOF, the Parties have executed and delivered the foregoing Agreement as of the Effective Date.

SELLER:

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane and County  
of Spokane, Washington

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

BUYER:

KING BEVERAGE, INC.,  
a Washington corporation

By:   
Name: Peter W. Russek  
Its: CEO

Approved as to form and content:

\_\_\_\_\_  
Brian Werst, General Counsel

This Real Property Purchase and Sale Agreement and Escrow Instructions, together with the Earnest Money, is hereby acknowledged and accepted and the escrow is opened as of the \_\_\_\_ day of April, 2021. The Escrow Agent hereby agrees to act as “the person responsible for closing” the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

SPOKANE COUNTY TITLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A-1  
LEGAL DESCRIPTION OF SELLER PROPERTY\*

The following real property identified by the Spokane County Assessor as tax parcel number:

25335.9056

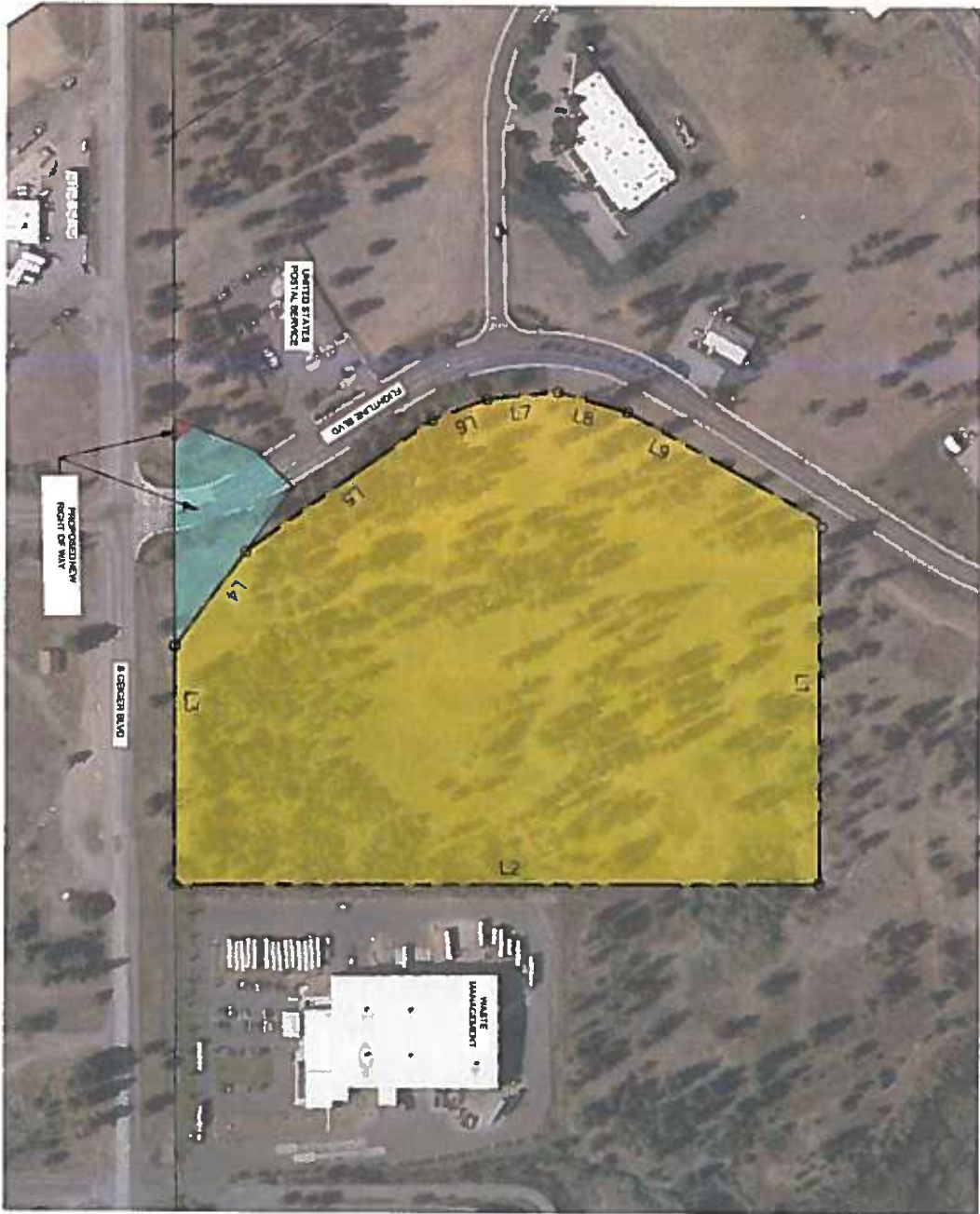
*\*Once the preliminary Title Report is provided to the Parties by the Title Company, the legal description contained therein shall be substituted by the Parties as the new Exhibit A-1 to this Agreement.*

EXHIBIT A-2  
DEPICTION OF REAL PROPERTY\*

SEE ATTACHED.

\*Real Property generally depicted as yellowish-shaded area. A final legal description of the Real Property shall be determined by the Segregation Plan, once completed, and the Parties acknowledge and agree such legal description will be deemed incorporated herein as new Exhibit A-2.

PARCEL 1 ACREAGE EXHIBIT



LINE TABLE	
LINE	BEARING DISTANCE
L1	S33°23'39"W 656.72'
L2	N56°37'49"W 1163.79'
L3	N33°36'20"E 428.32'
L4	N70°16'23"E 213.30'
L5	N68°21'12"E 409.51'
L6	S76°56'42"E 106.82'
L7	S62°20'21"E 128.16'
L8	S40°28'44"E 130.28'
L9	S27°44'00"E 394.78'

NOTES

1. THIS IS A PROPOSED BOUNDARY EXHIBIT ONLY AND IS NOT AN OFFICIAL SURVEY. IT IS NOT INTENDED TO CONVEY TITLE.

LEGEND

- PROPOSED 20 ACRE PARCEL
- PROPOSED NEW RIGHT OF WAY
- PORTION OF PARCEL 25333.8008"
- PROPOSED NEW RIGHT OF WAY
- PORTION OF PARCEL 25333.8008"
- APPROX. ROAD RIGHT OF WAY
- PROPOSED BOUNDARY CORNERS



9000 West Airport Dr., Ste. 204  
Spokane, WA 99224

DATE: April 20, 2021  
SHEET 1 OF 1

**EXHIBIT B**  
**FORM OF BARGAIN AND SALE DEED**

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Brady M. Peterson, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

DOCUMENT TITLE:	BARGAIN AND SALE DEED
GRANTOR:	SPOKANE AIRPORT BOARD
GRANTEE:	[*]
ABBREVIATED LEGAL DESCRIPTION:	[*]
ASSESSOR'S PARCEL NO.:	[*]

---

**BARGAIN AND SALE DEED**

The grantor, SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to \_\_\_\_\_, that real property situated in the county of Spokane, state of Washington and legally described on Schedule 1 attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) the lien securing non-delinquent taxes and assessments, both general and special, and (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

DATED effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature page and acknowledgment follows]*



SIGNATURE PAGE  
TO  
BARGAIN AND SALE DEED

SPOKANE AIRPORT BOARD,  
a joint operation of the City of Spokane  
and County of Spokane, Washington

By: \_\_\_\_\_  
Name: Lawrence J. Krauter  
Its: Chief Executive Officer

STATE OF WASHINGTON     )  
  : ss  
County of Spokane         )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Lawrence J. Krauter, to me known to be the Chief Executive Officer of the SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
(Print Name)

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

(Seal or Stamp)

Schedule 1  
to  
Bargain and Sale Deed  
Legal Description

[To be inserted.]

**EXHIBIT C**  
**FORM OF AVIGATION EASEMENT**

Filed for Record at Request of and  
copy returned to:

Lukins & Annis, P.S.  
Attn: Tyler J. Black, Esq.  
717 W. Sprague Avenue, Suite 1600  
Spokane, WA 99201

DOCUMENT TITLE:	AVIGATION EASEMENT
GRANTOR:	[*]
GRANTEE:	SPOKANE AIRPORT BOARD
ABBREVIATED LEGAL	[*]
DESCRIPTION:	
ASSESSOR'S PARCEL NO.:	[*]

**AVIGATION EASEMENT**

THIS AVIGATION EASEMENT ("Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by [\*], a Washington limited liability company ("Grantor") for the benefit of SPOKANE AIRPORT, by and through its Airport Board, a joint operation of the City of Spokane and County of Spokane, municipal corporations of the State of Washington, and the UNITED STATES OF AMERICA (collectively, the "Grantees").

**RECITALS**

A. Grantor is the owner of fee simple title to real property consisting of approximately 20 acres located generally at the south side of West Park Drive and west of South Geiger Boulevard in the City of Spokane, Spokane County, Washington, and legally described on the attached Schedule 1 (the "Property"), which Property was acquired by Grantor from the City of Spokane and Spokane County, as tenants in common, for Spokane Airport, by and through its Airport Board (the "Seller").

B. In consideration of Seller agreeing to sell the Property to Grantor, Grantor desires to provide Grantees an easement over the Property for the unobstructed passage of all Aircraft, on the terms and conditions set forth in this Easement. For purposes of this Easement, "Aircraft" means any contrivance now known or hereafter invented, used or designed for navigation of, or flight in, the air.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees as follows:

1. Recitals. The recitals set forth above are incorporated by reference in this Easement as though fully set forth herein.

2. Grant of Avigation Easement for Benefit of Grantees. Grantor hereby grants and conveys to Grantees, for themselves, their heirs, administrators, executors, successors and assigns an easement over and across the airspace above the surface of the Property for the unobstructed passage and avigation of all Aircraft by whomsoever owned and operated. Grantees' foregoing avigation easement shall include the right to (i) emit such noise, vibrations, fumes, dust, fuel particles and other incidents typically resulting from the operation of Aircraft, (ii) increase the noise impact to the Property by virtue of an increase in flight frequencies, altering flight paths, or changing types of Aircraft pursuant to the continued growth and expansion of Spokane International Airport and Felts Field Airport (collectively, the "Airports"), or (iii) prevent the use of the Property in a manner that constitutes an Aircraft hazard, including, without limitation, (a) interfering with the operations of radio or electronic facilities used by any Aircraft, (b) making it difficult for pilots to distinguish between airfield lights and other lights, or (c) implementing a use that (1) results in glare in the eyes of Aircraft pilots, (2) impairs visibility in the vicinity of any Aircraft flight path, (3) creates thermal plumes hazardous to Aircrafts, (4) endangers the landing, taking off, or maneuvering of any Aircraft, (5) creates a wildlife attractant that in Grantees' sole discretion and opinion, could create a bird or wildlife strike hazard or otherwise interfere with Aircraft operations, or (6) creates a potential hazard of a fire accelerant or secondary explosion resulting from an Aircraft crash on the Property.

It is further understood and acknowledged that it is reasonable to expect that ongoing expansion of the Airports and attendant improvements will cause Aircraft effects to change, potentially increasing flight frequencies, alteration of flight paths and changing of Aircraft types as the operations of the Airports grow and expand which may have a greater future deleterious impact to the Property of the nature described in this Section.

3. Negative Covenants. Grantor hereby specifically disclaims any intention to create any other easements on the Property by this Easement, except as otherwise specifically provided herein. Grantor shall not erect, construct, alter, maintain, or allow to grow, any vegetation, object, structure, wall, fence or barrier ("Obstruction") of any kind on or in the Property that would increase the Federal Aviation Administration ("FAA") landing, approach, or departure minimum height requirements for Aircraft, or prevent or unreasonably impair the free access of any Aircraft to travel through the airspace above the surface of the Property, unless such Obstruction is specifically consented to by all appropriate Grantees. If any Obstruction violates the height restrictions described herein this Section 3, then any of the Grantees shall have the right to enter the Property to remove such Obstruction at Grantor's sole cost and expense. Grantor shall not create or cause interference with or utilize the Property in any way contrary to (i) Spokane County Zoning Code, Chapters 14.700 and 17C.180 or (ii) any FAA requirements and regulations.

4. Indemnification. Grantor shall indemnify, defend and hold harmless Grantees, their heirs, administrators, executors, successors and assigns from all claims, demands, or suits in law or equity arising from Grantor's intentional or negligent acts or breach of its obligations under this Easement.

5. Not a Public Dedication. The easements established by this Easement shall be for the benefit of and restricted solely to the use of Grantees, their heirs, administrators, executors, successors and assigns and shall be used only for the purposes described herein. Nothing contained in this Easement shall be deemed to be a public dedication of any portion of the Property described herein in the general public or for the general public or for any public purposes whatsoever.

6. Covenants Run With the Land. This Easement shall remain in effect until said Easement, as existing, enlarged or relocated, is abandoned or ceases to be used for Aircraft travel and Airports purposes. The covenants given and the easements granted pursuant to this Easement shall be deemed to be covenants running with the Property and shall be binding upon and benefit the heirs, successors in interest, assigns and devisees of Grantor and Grantees. The Property is the servient estate.

7. Consent to Modification. This Easement and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended only with the written consent of the Grantor and all appropriate Grantees; *provided, however*, that no termination, extension, modification, or amendment of this Easement shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the offices of the Spokane County Recorder.

8. Not a Partnership. By this Easement, the Grantor does not, and any successors or assigns of Grantor shall not, in any way or for any purpose become partners or joint venturers with any of the Grantees, or of any of their respective successors or assigns.

9. Construction. Wherever used herein, unless the context shall otherwise provide, the singular form shall include the plural, the plural shall include the singular, and the use of any gender will include all genders. The section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Easement or any section or provision hereof.

10. Entire Easement; Interpretation. This Easement constitutes the entire Easement with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or other easements that in any way change the terms, covenants and conditions herein set forth. References to Grantor and Grantees shall also be deemed to refer to their respective successors and assigns.

11. Miscellaneous. This Easement shall be governed by the laws of the state of Washington. Any action related to this Easement shall be brought in Superior Court in Spokane County, Washington.

*[signature page and acknowledgements follow]*

*[remainder of page left intentionally blank]*

[Insert SPE signature block]

-33-

Schedule 1  
to  
Avigation Easement

LEGAL DESCRIPTION OF PROPERTY

[To be inserted.]

EXHIBIT D  
ENVIRONMENTAL SECTION OF SELLER DISCLOSURE STATEMENT

[see pages that follow]



**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**NOTICE TO THE BUYER: KING BEVERAGE, INC., a Washington corporation**

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY CONSISTING OF APPROXIMATELY TWO HUNDRED EIGHTY NINE AND 24/100 (289.24) ACRES LOCATED GENERALLY AT THE SOUTH SIDE OF WEST PARK DRIVE AND WEST OF SOUTH GEIGER BOULEVARD, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON (THE "PROPERTY") AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED ENVIRONMENTAL SELLER DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. SELLER IS NOT OCCUPYING THE PROPERTY.

**SELLER'S DISCLOSURES - ENVIRONMENTAL**

YES      NO      DON'T  
KNOW

If the answer is "Yes" to a question with an (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

- \*A. Have there been any flooding, standing water or drainage problems on the Property that affect the Property or access to the Property?
- \*B. Is there any material damage to the Property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- \*C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property?
- \*D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
- \*E. Is there any soil or groundwater contamination?
- \*F. Has the Property been used as a legal or illegal dumping site?
- \*G. Has the Property been used as an illegal drug manufacturing site?

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**\*\* SEE ATTACHED FOR ADDITIONAL INFORMATION.**

**ADDITIONAL NOTICES TO BUYER:** INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**VERIFICATION**

The foregoing answers and attached explanations (if any) are complete and correct to Seller's knowledge (as that term is defined in the purchase and sale agreement between Buyer and Seller) and Buyer has received a copy hereof. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the Property.

Seller: SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington

By: Lawrence J. Krauter  
Lawrence J. Krauter, its Chief Executive Officer

Date: 4/22/2021

**BUYER'S ACKNOWLEDGEMENT**

Buyer hereby acknowledges that:

1. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
2. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
3. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
4. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.
5. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL AND CURRENT KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement under RCW 64.06, and hereby waives, to the extent permissible, any and all rights to receive a Seller Disclosure Statement. Buyer understands that this Environmental Seller Disclosure Statement is not the entire Seller Disclosure Statement, but is that portion that Seller may be required to deliver under RCW 64.06.010(7).

Buyer: KING BEVERAGE, INC., a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**VERIFICATION**

The foregoing answers and attached explanations (if any) are complete and correct to Seller's knowledge (as that term is defined in the purchase and sale agreement between Buyer and Seller) and Buyer has received a copy hereof. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the Property.

Seller: SPOKANE AIRPORT BOARD, a joint operation of the City of Spokane and County of Spokane, Washington

By: \_\_\_\_\_  
Lawrence J. Krauter, its Chief Executive Officer

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

**BUYER'S ACKNOWLEDGEMENT**

Buyer hereby acknowledges that:


1. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
2. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
3. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
4. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.
5. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL AND CURRENT KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement under RCW 64.06, and hereby waives, to the extent permissible, any and all rights to receive a Seller Disclosure Statement. Buyer understands that this Environmental Seller Disclosure Statement is not the entire Seller Disclosure Statement, but is that portion that Seller may be required to deliver under RCW 64.06.010(7).

Buyer: KING BEVERAGE, INC., a Washington corporation

By:   
Name: Peter W. Ruinak  
Its: CEO

Date: 04/19/21

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**EXPLANATIONS FOR \*YES\* ANSWERS (IF ANY):**

**SPOKANE AIRPORT BOARD  
ENVIRONMENTAL SELLER DISCLOSURE STATEMENT**

**EXHIBIT A  
SELLER PROPERTY LEGAL DESCRIPTION**

The following real property identified by the Spokane County Assessor as tax parcel number:

25335.9056

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

06/07/2021

**Date Rec'd**

5/24/2021

**Clerk's File #**

RES 2021-0044

**Renews #****Submitting Dept**NEIGHBORHOOD, HOUSING &  
HUMAN SERVICES**Cross Ref #****Contact Name/Phone**CENDY 993-4545  
PFORTMILLER**Project #****Contact E-Mail**

CPFORTMILLER@SPOKANECITY.ORG

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

Resolutions

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

RESOLUTION SUPPORTING HOOPTOWN USA DESIGNATION

**Agenda Wording**

Propose a resolution designating City of Spokane as "Hooptown USA". Collaborate with Spokane Hoopfest Association to install agreed upon signs at approximately 5-10 agreed upon locations throughout the edges of City boundaries.

**Summary (Background)**

On a few occasions since 2019, Spokane Hoopfest Association leaders met with various City leaders and WADOT leaders to discuss the possibility of having "Hooptown USA" signs installed at various entry and gateway points to City of Spokane. It has been discussed that Spokane Hoopfest Association would pay for the production of the signs and City of Spokane and WADOT would install them at determined locations.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

LEWIS, DAVID G.

**Study Session\Other**5/10/21 Urban  
Experience**Division Director**

ALEXANDER, CUPID

**Council Sponsor**

CP Beggs, CM Cathcart

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****NEIGHBORHOOD,  
HOUSING & HUMAN  
SERVICES**

LEWIS, DAVID G.

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	NHHS – Special Events
<b>Subject:</b>	Resolution supporting Hooptown USA designation
<b>Date:</b>	April 29, 2021
<b>Author (email &amp; phone):</b>	Kirstin Davis ( <a href="mailto:kdavis@spokanecity.org">kdavis@spokanecity.org</a> 625-7773)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Urban Experience, Public Infrastructure, Environment, Sustainability
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Safe & Healthy and Urban Experience
<b>Deadline:</b>	June 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval for designation
<b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i> <ul style="list-style-type: none"> <li>On a few occasions since 2019, Spokane Hoopfest Association leaders met with various City leaders and WADOT leaders to discuss the possibility of having “Hooptown USA” signs installed at various entry and gateway points to City of Spokane.</li> <li>It has been discussed that Spokane Hoopfest Association would pay for the production of the signs and City of Spokane and WADOT would install them at determined locations.</li> <li>In order to be consistent with other nationally recognized signage projects, it was recommended that a resolution be passed by City Council to designate Spokane as “Hooptown USA”.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Propose a resolution designating City of Spokane as “Hooptown USA”</li> <li>Collaborate with Spokane Hoopfest Association to install agreed upon signs at approximately 5-10 agreed upon locations throughout the edges of City boundaries</li> <li>Streets department installs signs by September 1, 2021 in time for the event</li> <li>Sign production costs would be paid for by Spokane Hoopfest Association</li> <li>Streets staff time would be needed to install signs, however could be incorporated into existing schedules and routes of work</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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 Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## **Resolution 2021-0044**

A resolution designating the City of Spokane as Hooptown, USA.

WHEREAS, Spokane has seen basketball participation and success at every level. Even the casual fan knows Gonzaga has become one of the best college basketball programs in the country with twenty-one straight trips to the NCAA Division I Men's Basketball tournament, including two appearances in the National Championship and an incredible 30-1 season in 2020-2021. Gonzaga women are also a highly ranked program and NCAA Division I tournament participants. Eastern Washington University Men's basketball has made recent appearances in the NCAA tournament and Whitworth University Men's basketball consistently competes for conference, regional and National Championships. Local high school basketball success is not far behind with a recent National Championship for the Central Valley girls' program in 2018 and back-to-back State Championships for Gonzaga Prep boys' basketball. Smaller, regional high schools make trip to Spokane each year for the annual State B Basketball Championships. Basketball participation reaches additional depth at the youth level with one of the nation's largest AAU clubs, Spokane AAU, which has seen tens of thousands of athletes compete over its 32-year history.

WHEREAS, local coaches and players from Spokane have made an impact on the game of basketball on a global scale, with notable high school and college stars such as John Stockton, Adam Morrison, Tanner and Jacob Groves, Lexie and Lacy Hull and Anton Watson being among the many names of Spokane athletes that could fill a Hall of Fame. For every star, thousands more are playing the game for fun and fitness; the courts, both indoors and outdoors, are full of engaged citizens coming together to foster a more healthy and active community.

WHEREAS, Spokane Hoopfest is the largest 3-on-3 basketball tournament on Earth and a one-of-a-kind weekend community festival in which 24,000+ players fill 420+ courts spread over 42 City blocks of Downtown Spokane and more than 250,000 people gather to watch a whole city celebrate its love of the only major sport invented in the United States. Traditionally held the last weekend in June, Hoopfest demonstrates inclusivity and diversity with players ranging in age from eight to 95 years old and athletes of all physical and intellectual abilities traveling from an average of 42 states and internationally. The event generates an estimated \$50 million economic impact to the region each year and is documented in the Guinness Book World Records as the largest 3-on-3 street-basketball tournament in the world. Over its storied 32-year history, Hoopfest has donated roughly \$3 million back into the community through their partnership with Special Olympics of Washington, donations to various basketball organizations and the creation of 33 community park courts throughout the region.

WHEREAS, the Spokane Veterans Memorial Arena has hosted ten men's and women's NCAA Division I basketball tournament regional tournaments and is scheduled to host four more in upcoming years. Some of these events have achieved record attendance for NCAA tournament regional games and brings millions of dollars in earned media value to Spokane.

WHEREAS, Hooptown USA brings together, in one identity, all the recreational and competitive accomplishments of Spokane basketball with the purpose of recognizing Spokane's uniqueness and growing its basketball future. Basketball has seeped into the very fabric of Spokane's culture and holds the power to galvanize the community. Hooptown USA is not limited to the playing experience but rather expands the



impact to the connections and relationships fostered by the sport. The best example of this connection is Hoopfest's 3,000 volunteers that come together to create the best basketball weekend on Earth. Other examples include the consistently high attendance numbers at Gonzaga University Men's and Women's basketball games.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City of Spokane be designated as Hooptown USA.

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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



# SPOKANE IS HOOPTOWN USA



*HOOPEST: THE LARGEST 3ON3 TOURNAMENT IN WORLD*



*AAU BASKETBALL*



*TWO COLLEGE TEAMS HAVE BEEN RANKED #1 IN THE NATION: GU/WU*



*CV GIRLS BASKETBALL NATIONAL HS CHAMPIONS 2018*



*GONZAGA UNIVERSITY: MEN'S AND WOMEN'S BASKETBALL*



*WHITWORTH AND EWU BASKETBALL*



*MULTIPLE WASHINGTON HS STATE CHAMPIONS*



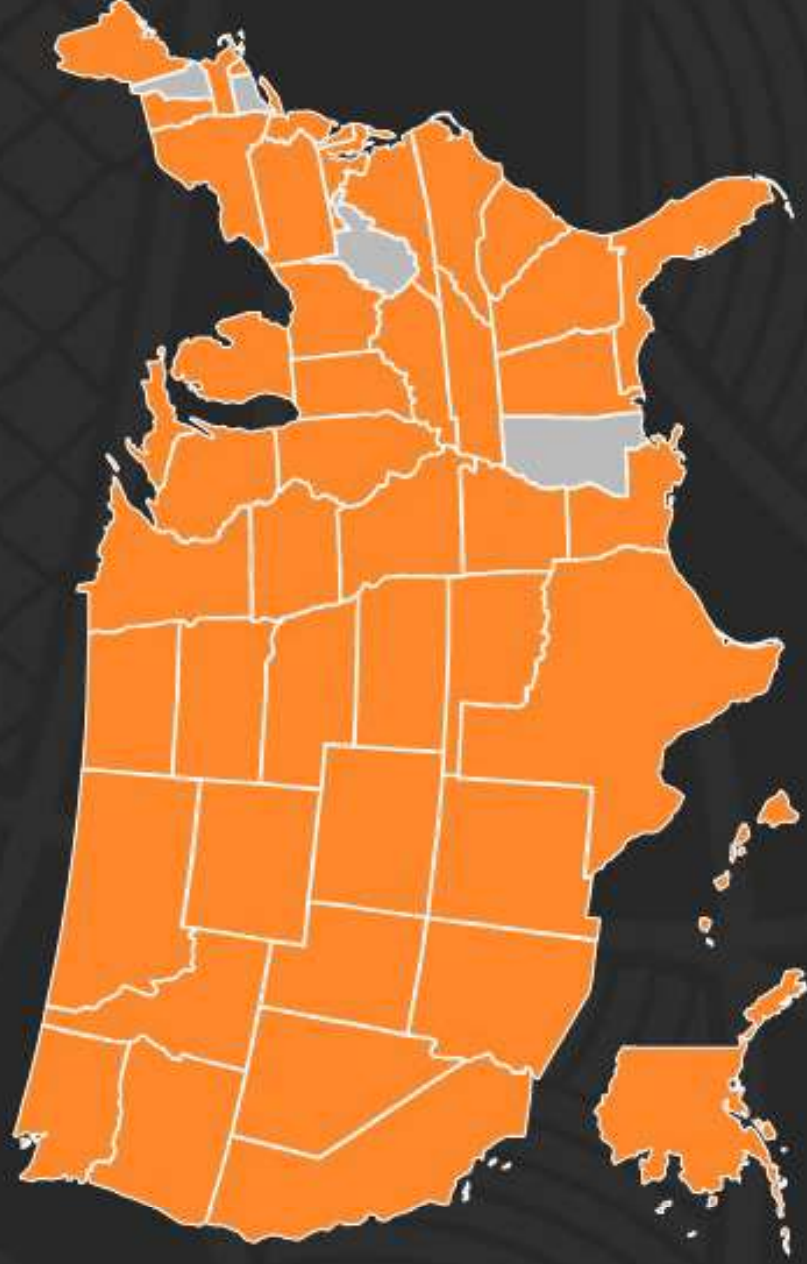
*STATE B TOURNAMENT*



*NBC CAMPS*

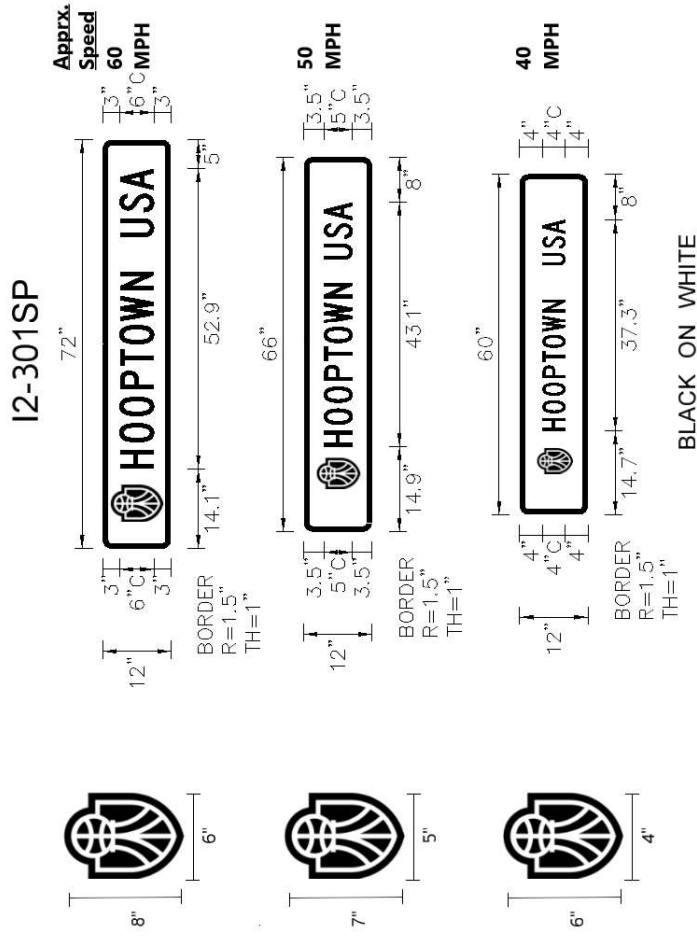
# REGISTERED STATES

SINCE 1990



# WELCOME TO HOOPTOWN USA

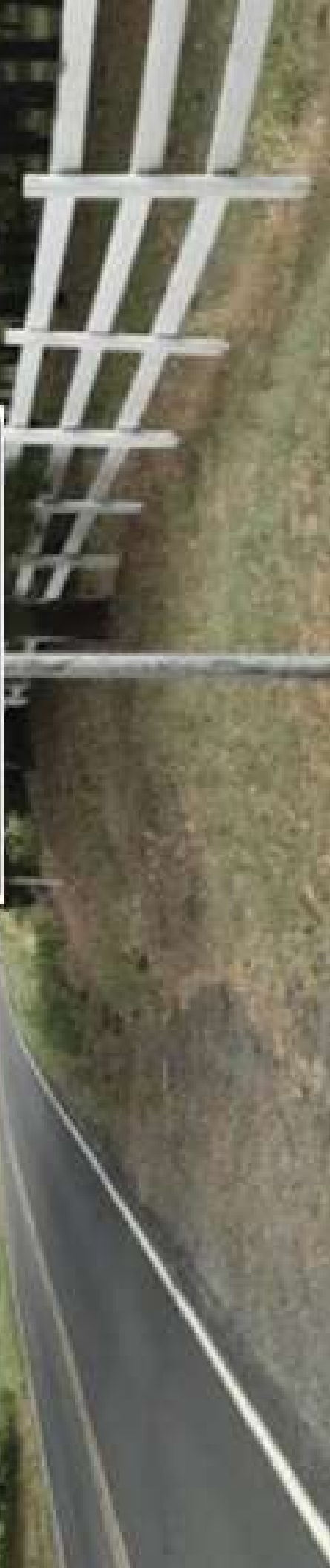
- US 195 northbound vicinity of Hatch Road. Proposal to use a vertical sign and mount to the southerly most luminaire pole. See attached example. (note sign will be black background with white letters)
- I-90 eastbound top of Sunset Hill at exiting "All American City" sign location. Proposal to remove the existing sign and replace with a vertical sign. The City of Spokane has a plan to install an overhead sign mounted to one of WSDOT's bridges just east of where US 2 enters I-90 eastbound. With that sign in place, the current sign is no longer necessary. See attached example. (note sign will be black background with white letters)
- I-90 westbound vicinity of Havana. WSDOT needs to install an "Entering City of Spokane" sign (green background with white letters), which is currently not installed. We propose the horizontal HOOPTOWN USA sign (black background with white letters), with installation below the "Entering City of Spokane" sign.



*Welcome to*  
**Spokane**

SPEED  
LIMIT  
**35**

 **HOOPTOWN USA**



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

06/07/2021

**Date Rec'd**

5/26/2021

**Clerk's File #**

RES 2021-0045

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

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**BRIAN 625-6210  
MCCLATCHEY**Project #****Contact E-Mail**

BMCCCLATCHEY@SPOKANECITY.ORG

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

Resolutions

**Requisition #****Agenda Item Name**0320 - SETTING THE FRAMEWORK FOR THE USE OF ARP FUNDS IN COVID-19  
RECOVERY**Agenda Wording**

A resolution establishing the framework, guiding principles, and timeline for the deployment of funds received from the federal American Rescue Plan Act.

**Summary (Background)**

This resolution sets the guiding principles and timeline for the City's use of the \$84 million the City will receive as a result of the passage of the American Rescue Plan Act (ARP).

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

Study Session 5/27/2021

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

CP Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

## RESOLUTION NO. 2021-0045

A resolution establishing the framework, guiding principles, and timeline for the deployment of funds received from the federal American Rescue Plan Act.

**WHEREAS**, COVID-19 has caused tremendous loss of life and unprecedented economic and community disruption across the country, and Spokane has not been immune; and

**WHEREAS**, Congress enacted, and the President signed into law, the American Rescue Plan (“ARP”), which will provide over \$80 million in recovery funds for the City of Spokane in addition to more than \$100 million dollars for other local jurisdictions across Spokane County, including the County itself, our neighboring cities and towns, and school districts; and

**WHEREAS**, to equitably and effectively utilize these resources to help Spokane bounce back as soon as we can and in the best way possible for everyone in Spokane, the City Council intends to exercise its budgetary and fiscal oversight duties to establish the framework, guiding principles, and timeline for the disbursement of the ARP funds to be received by the City of Spokane.

**NOW THEREFORE, BE IT RESOLVED** that the City of Spokane will equitably utilize recovery funds received by the American Rescue Plan for the following four main purposes:

Phase 1: **Replenish** lost city revenues due to the pandemic in a way that drives catalytic investments that will move the City forward and increase our resiliency;

Phase 2: **Reach out** to community partner organizations to fund initiatives that will remedy the damage caused by the pandemic with investments that will support future growth and opportunities;

Phase 3: **Relief** for residents and businesses that have been left behind by other relief programs; and

Phase 4: **Resiliency** for Spokane – as we bounce back, we must make significant investments in forward-thinking initiatives that will create long-term, sustainable growth and stability for the City of Spokane and all its community members.

**BE IT ALSO RESOLVED** that the City of Spokane hereby establishes a Recovery Plan Work Group, which, with staff support from the Council and the Administration, will review applications and potential projects, and then make a series of recommendations to the full City Council for approval, which Work Group shall consist of Council Member Stratton, Council Member Wilkerson, Council President Beggs, and Mayor Woodward.

**AND BE IT FINALLY RESOLVED** that the Recovery Plan Work Group will make funding recommendations to Council on a rolling basis, with the first set due to Council no later than September 1, 2021. Additional recommendations shall be presented to Council on November 30, 2021, August 1, 2022, and November 1, 2022.

**PASSED** by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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



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

06/07/2021

**Date Rec'd**

5/26/2021

**Clerk's File #**

RES 2021-0046

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

CITY COUNCIL

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

BREEAN BEGGS 625-6714

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

BBEGGS@SPOKANECITY.ORG

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

Resolutions

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

0320 - WTE POWER PURCHASE AGREEMENT RESOLUTION

**Agenda Wording**

Using power agreement financial benefits from the Waste to Energy Plant to plan for a transition to less carbon intensive waste management strategies.

**Summary (Background)**

State law prohibits electric power companies from entering into Power Purchase Agreements (PPA) longer than 5 years for incineration of municipal solid waste. This resolution:: 1. Declares support for the City to petition the UTC to allow the City to enter a longer term PPA at the WTE facility so that we can achieve higher revenues than those available under short term contracts. 2. Directs increased net revenues towards waste and carbon emission reduction strategies.

Lease? NO

Grant related? NO

Public Works? YES

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

PIES 5/24/21

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

CP Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	A Resolution using power agreement financial benefits from the Waste to Energy Plant to plan for a transition to less carbon intensive waste management strategies.
<b>Date:</b>	5/24/21
<b>Contact (email &amp; phone):</b>	Breean Beggs; <a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Recently passed state legislation prohibits electric power companies from entering into Power Purchase Agreements (PPA) longer than 5 years for certain types of generation, including the incineration of municipal solid waste. This resolution does two things: <ol style="list-style-type: none"> <li>1. Declares Council support for the City to petition the UTC to allow the City to enter a longer term PPA at the WTE facility so that we can achieve higher revenues than those available under short term contracts.</li> <li>2. Directs any increase in net revenues derived from a longer term PPA be used towards waste reduction strategies and carbon emissions reductions at the WTE facility even if those power revenues are lower than current power agreement revenues.</li> </ol>	
<b>Executive Summary:</b>  Purpose of this resolution: <b>NOW, THEREFORE, BE IT RESOLVED</b> that the City of Spokane should petition the Washington Utilities and Transportation Commission for confirmation that RCW 80.80 does not preclude an investor-owned utility from entering into a Power Purchase Agreement longer than five years for the output of the City's Waste to Energy Plant because the Waste to Energy Plant is not a baseload electric generation power plant.  <b>BE IT ALSO RESOLVED</b> that the City shall invest all the net increased revenues derived from such a ruling resulting in a power agreement longer than five years as compared to the revenues from a shorter agreement to reducing the greenhouse gas emissions from the Waste to Energy Plant through waste diversion strategies including, but not limited to, reducing consumer waste, increasing composting and recycling, and investing in promising technologies and systems intended to capture carbon and reduce the need for landfill and incineration.	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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:

## **RESOLUTION NO. 2021-0046**

A Resolution using power agreement financial benefits from the Waste to Energy Plant to plan for a transition to less carbon intensive waste management strategies.

**WHEREAS**, the City of Spokane and the State of Washington have adopted 100% clean energy targets by 2030 and 2045 respectively; and

**WHEREAS**, The City of Spokane's Waste to Energy (WTE) facility emitted the equivalent of more than 230,000 metric tons of carbon dioxide into the atmosphere in 2016, and does so annually; and

**WHEREAS**, when the WTE was commissioned, its emissions of greenhouse gases were fewer than if the waste had been shipped to a landfill; and

**WHEREAS**, cities, states, businesses, and individual consumers across the globe have come to the realization that linear waste models that end in landfill or incineration are obsolete models leading to unsustainable resource management practices; and

**WHEREAS**, cities, states, businesses, and individual consumers across the globe are investing in circular models of waste management to eliminate the need for large landfills or incinerators and are favoring strategies to protect limited resources through redesigning, repurposing, and rethinking manufacturing and consumption; and

**WHEREAS**, local, state, and national governments are enacting policies aimed at reducing packaging and printed paper waste through extended producer responsibility laws; and

**WHEREAS**, Washington State and other jurisdictions have already banned some hard to recycle products like polystyrene foam, and are in the process of evaluating other materials that end up polluting our air, water, and land; and

**WHEREAS**, the Washington legislature, since 2019, has twice passed legislation to create a regional industrial symbiosis system designed to enable industries to share 'secondary resources' where one industry's waste becomes another industry's resource; and

**WHEREAS**, according to the latest waste characterization study conducted by the Washington Department of Ecology, approximately 50% of the waste incinerated at Spokane's WTE plant is either compostable, or easily recyclable which means those resources have a higher and better use than incineration; and

**WHEREAS**, the Clean Energy Transformation Act (2019) enacted into State law is designed to eliminate all greenhouse gas-emitting electricity generation by 2045, and future state and federal laws limiting carbon emissions will likely create a situation where operating the WTE plant for waste management under current protocols will not only be

detrimental to the environment, it will also create financial disadvantages for Spokane ratepayers.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Spokane should petition the Washington Utilities and Transportation Commission for confirmation that RCW 80.80 does not preclude an investor-owned utility from entering into a Power Purchase Agreement longer than five years for the output of the City's Waste to Energy Plant because the Waste to Energy Plant is not a baseload electric generation power plant.

**BE IT ALSO RESOLVED** that the City shall invest all the net increased revenues derived from such a ruling resulting in a power agreement longer than five years as compared to the revenues from a shorter agreement to reducing the greenhouse gas emissions from the Waste to Energy Plant through waste diversion strategies including, but not limited to, reducing consumer waste, increasing composting and recycling, and investing in promising technologies and systems intended to capture carbon and reduce the need for landfill and incineration.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

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

06/07/2021

**Date Rec'd**

5/26/2021

**Clerk's File #**

RES 2021-0047

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

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**SHAUNA 828-0185  
HARSHMAN**Project #****Contact E-Mail**

SHARSHMAN@SPOKANECITY.ORG

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

Resolutions

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

0320 - SETTING A HEARING FOR MODIFICATION OF THE TBD

**Agenda Wording**

A resolution setting a hearing before the City Council for June 28, 2021 regarding modification of the functions, activities and/or transportation programs and improvements of the Spokane Transportation Benefit District.

**Summary (Background)**

The resolution sets a hearing date for June 28, 2021, when Council will consider changes to the Transportation Benefit District and Citizen's Transportation Advisory Board.

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**

PIES 5/24/21

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

CP Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

Resolution No. 2021-0047

A resolution setting a hearing before the City Council for June 28, 2021 regarding modification of the functions, activities and/or transportation programs and improvements of the Spokane Transportation Benefit District.

WHEREAS, on October 11, 2010, the City Council adopted Ordinance No. C-34648, establishing the City of Spokane Transportation Benefit District (TBD); and

WHEREAS, RCW 36.73.050 allows the City Council, acting in its legislative capacity, to modify or expand the functions, activities and/or transportation programs and improvements to be funded by the TBD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council intends to conduct a public hearing concerning proposed Ordinance C-\_\_\_\_\_, which proposes to modify the functions and transportation improvements of the Spokane Transportation Benefit District to include ongoing transportation improvements of the City as set forth in the most recently adopted versions of the following City of Spokane transportation plans: the Six-Year Comprehensive Street Program, the Six-Year Pavement Maintenance Program, and the Pedestrian Master Plan; including the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's six-year comprehensive street program. The transportation programs and improvements set forth in this chapter shall continue as reflected in the annual adoption by the City Council of the City's six-year comprehensive street program, and six-year pavement maintenance program until such time as the City obtains and can sustain an average system wide pavement condition index rating of 80, with no street rating below 25, within the City's residential street system as more fully set forth in the ordinance. The City Council reserves the right to continue this public hearing.

The hearing will be held on Monday, June 28, 2021 starting at 6:00 p.m. online via Webex Meetings. Due to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021 and related COVID 19 protocol, public meetings of the City Council are presently being held remotely. The meeting will be streamed live online and airing on City Cable 5. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>. Any changes to the procedures that will be followed for this hearing will be posted on the City Council's website. A notice containing call-in information will be included with the posted June 21, 2021, City Council Agenda packet. Agenda packets are posted at the following link: <https://my.spokanecity.org/citycouncil/documents/>. All persons interested in testifying at this hearing may do so remotely by following the instructions in the agenda packet. Written comments and oral testimony at the public hearing will be

made part of the public record. Any person may submit written comments on this matter to [sharshman@spokanecity.org](mailto:sharshman@spokanecity.org)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



**Notice of the Spokane City Council Public Hearing  
Regarding Modifications to the Functions, Programs and Transportation  
Improvements of the Spokane Transportation Benefit District.**

Notice is hereby given that there will be a public hearing before the City of Spokane City Council on **Monday, June 28, 2021, at 6:00 p.m.** online via Webex Meetings. The purpose of the hearing is for the City Council to consider proposed Ordinance C-\_\_\_\_\_, which proposes to modify the functions and transportation improvements of the Spokane Transportation Benefit District to include ongoing transportation improvements of the City as set forth in the most recently adopted versions of the following City of Spokane transportation plans: the Six-Year Comprehensive Street Program, the Six-Year Pavement Maintenance Program, and the Pedestrian Master Plan; including the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's six-year comprehensive street program. The transportation programs and improvements set forth in this chapter shall continue as reflected in the annual adoption by the City Council of the City's six-year comprehensive street program, and six-year pavement maintenance program until such time as the City obtains and can sustain an average system wide pavement condition index rating of 80, with no street rating below 25, within the City's residential street system as more fully set forth in the ordinance. The City Council reserves the right to continue this public hearing.

Due to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021 and related COVID 19 protocol, public meetings of the City Council are presently being held remotely. The meeting will be streamed live online and airing on City Cable 5. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>. Any changes to the procedures that will be followed for this hearing will be posted on the City Council's website. A notice containing call-in information will be included with the posted June 28, 2021, City Council Agenda packet. Agenda packets are posted at the following link: <https://my.spokanecity.org/citycouncil/documents/>. All persons interested in testifying at this hearing may do so remotely by following the instructions in the agenda packet. The public may also submit written comment as noted below.

**Public Comment:** Written comments and oral testimony at the public hearing will be made part of the public record. Any person may submit written comments on this matter to [sharshman@spokanecity.org](mailto:sharshman@spokanecity.org) or call for additional information at:

*Spokane City Council Attn: Shauna Harshman  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Phone (509) 625-6210  
[sharshman@spokanecity.org](mailto:sharshman@spokanecity.org)*

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

06/07/2021

**Date Rec'd**

5/14/2021

**Clerk's File #**

ORD C36061

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

ACCOUNTING

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

MICHELLE HUGHES X6320

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

MHUGHES@SPOKANECITY.ORG

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

First Reading Ordinance

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

5600 - ORDINANCE CREATING FUNDS 1590 HOUSING LOCAL SALES TAX &amp; 1425 ARP

**Agenda Wording**

Creation of two special revenue reserve funds the City will receive and properly allocate the funds into the appropriate accounts for subsequent expenditures.

**Summary (Background)**

New special revenue reserve funds need to be created and codified in Chapter 7.08 SMC to reflect the 0.1% sales and use tax for affordable housing and supportive services created pursuant to Ordinance No. C-35982, adopted by the City Council on November 30, 2020, and the American Rescue Plan Act of 2021 pass by the U.S. Congress and signed into law on March 22, 2021.

Lease? NO

Grant related? YES

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

**Study Session\Other**

F&amp;A 5-17-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

twallace@spokanecity.org;  
mhughes@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

pingiosi@spokanecity.org; ablain@spokanecity.org

**Additional Approvals****Purchasing****GRANTS,  
CONTRACTS &  
PURCHASING**

BROWN, SKYLER

## Briefing Paper

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Ordinance Creating Funds 1595 Housing Local Sales Tax & 1425 American Rescue Plan
<b>Date:</b>	5/6/21
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhughes@spokanecity.org">mhughes@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Legislative requirement
<b>Strategic Initiative:</b>	Housing & Economic Recovery
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Creation of two special revenue reserve funds the City will receive and properly allocate the funds into the appropriate accounts for subsequent expenditures.
<b>Background/History:</b>	
<p><i>New special revenue reserve funds need to be created and codified in Chapter 7.08 SMC to reflect the 0.1% sales and use tax for affordable housing and supportive services created pursuant to Ordinance No. C-35982, adopted by the City Council on November 30, 2020, and the American Rescue Plan Act of 2021 pass by the U.S. Congress and signed into law on March 22, 2021.</i></p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input 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:	

## ORDINANCE NO. C36061

An ordinance relating to the establishment of new special revenue reserve funds; adopting new sections SMC sections 7.08.155 and 7.08.156 to Chapter 7.08 of the Spokane Municipal Code.

WHEREAS, new special revenue reserve funds need to be created and codified in Chapter 7.08 SMC to reflect the 0.1% sales and use tax for affordable housing and supportive services created pursuant to Ordinance No. C-35982, adopted by the City Council on November 30, 2020, and the American Rescue Plan Act of 2021 pass by the U.S. Congress and signed into law on March 22, 2021; and

WHEREAS, the creation of these two special revenue reserve funds will the City to receive and properly allocate the funds into the appropriate accounts for subsequent expenditures.

Now, Therefore, the City of Spokane does ordain:

Section 1. That there is adopted a new section 7.08.155 to chapter 7.08 of the Spokane Municipal Code to read as follows:

### **7.08.155 Housing Local Sales Tax Fund**

There is established a special revenue fund to be known as the "Housing Local Sales Tax Fund," into which shall be deposited funds generated from the 0.1.% local sale and use tax for affordable housing and supportive services created pursuant to Ordinance No. C-35982 and codified in Chapter 8.07C SMC.

The funds shall be used consistent with the provisions of Chapter 8.07C SMC and RCW 82.14.530.

Section 2. That there is adopted a new section 7.08.156 to chapter 7.08 of the Spokane Municipal Code to read as follows:

### **7.08.156 American Rescue Plan Fund**

There is established a special revenue fund to be known as the "American Rescue Plan Fund," into which shall be deposited the City's direct allocation of Local Fiscal Recovery Funds from the American Rescue Plan Act of 2021, for the purpose of supporting the local recovery efforts from the economic and health effects of the COVID-19 pandemic.

The funds shall be used consistent with the provisions of the American Rescue Plan Act of 2021.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2021.

---

Council President

Attest:

Approved as to form:

---

Clerk

---

Assistant City Attorney

---

Mayor

---

Date

---

Effective Date

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

06/07/2021

**Date Rec'd**

5/12/2021

**Clerk's File #**

ORD C36062

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

MELISSA OWEN 6063

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

MOWEN@SPOKANECITY.ORG

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

First Reading Ordinance

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

4700 - U-HAUL REZONE ORDINANCE

**Agenda Wording**

An Ordinance changing the zone from CB-55 (Community Business with a 55' height limit) to GC-55 (General Commercial with a 55' height limit) for property located at 4110 E. Sprague Avenue.

**Summary (Background)**

Pursuant to the type III land use application rezone process, the Hearing Examiner held a public hearing on the proposed Rezone from CB-55 to GC-55 on March 18, 2021. On April 2nd, 2021, the Hearing Examiner approved said zone change subject to revised conditions. The appeal period for this decision ends on April 29, 2021. The final step in the type III rezone process is for Council to adopt the Findings, Conclusions, and Decision of the Hearing Examiner dated April 2, 2021.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other**

UE 5/10/2021

**Division Director**

BECKER, KRIS

**Council Sponsor**

CP Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

Kbecker@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jwest@spokanecity.prg

**Additional Approvals**

mowen@spokanecity.org

**Purchasing**

mvanderkamp@spokanecity.org

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center - Planning
<b>Subject:</b>	U-Haul Rezone (Type III land use application) – CB-55 to GC-55
<b>Date:</b>	May 10, 2021
<b>Author (email &amp; phone):</b>	Melissa Owen, Assistant Planner, <a href="mailto:mowen@spokanecity.org">mowen@spokanecity.org</a> , 509.625.6063
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Urban Experience
<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)	SMC 17G.060.170 Land Use Application Procedures Decision Criteria SMC 17G.060T Land Use Application Tables  Spokane Comprehensive Plan
<b>Strategic Initiative:</b>	Urban Experience, Safe and Healthy
<b>Deadline:</b>	Ordinance Adoption proposed for May, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of the Hearing Examiners decision, findings and conclusions and changing the City's zoning map from Community Business (CB-55) to General Commercial (GC-55) for property located at 4110 E Sprague Avenue.
<b>Background/History:</b> Pursuant to the type III land use application rezone process, the Hearing Examiner held a public hearing on the proposed Rezone from CB-55 to GC-55 on March 18, 2021 on the request of the owner of certain property located at 4110 E Sprague Avenue. On April 2nd, 2021, the Hearing Examiner recommended approval of said zone change for said property subject to revised conditions. The appeal period for this decision ends on April 29, 2021.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The applicant is proposing a change to the City's Zoning Map to change 4110 E Sprague (an area that encompasses more than half of one city block generally bound by E. Sprague Avenue; S. Havana St., E. Pacific Avenue, and S Myrtle St.) from Community Business (CB-55) to General Commercial (GC-55).</li> <li>All procedural requirements were completed prior to the application being heard before the Hearing Examiner on March 18, 2021. The City's Hearing Examiner approved the rezone on April 2, 2021. The Appeal Period ends April 29, 2021. The next step is to adopt the Hearing Examiner Decision and updates to the City's Zoning Map.</li> <li>The proposal is consistent with multiple goals and policies from the land use, economic development, and urban design chapters of the Comprehensive Plan.</li> <li>The primary uses allowed in the Community Business (CB) and General Commercial (GC) zones are the same (table 17C.120-1); however, the General Commercial Zone is more intense than the Community Business as it allows for: <ul style="list-style-type: none"> <li>Permits greater floor area for non-residential purposes and greater building height (current proposal is to maintain max 55' height existing for CB zone);</li> <li>Allows for greater lot coverage, building length, and building height associated with mini-storage uses specifically; and,</li> <li>Affords a greater sq. ft. of industrial category uses (Industrial Service, Manufacturing and Productions, Warehousing and Freight Movement, and Whole Sale Sales) before one of the aforementioned industrial category uses would be required to obtain a Conditional Use Permit.</li> </ul> </li> </ul>	

- The Land use Designation remains General Commercial.
- The proposal includes 1 parcel.
  - Location: 4110 E Sprague Avenue
  - Parcel number: 35211.0211 (10.39 acres)

Attachments – Ordinance with proposed Zoning Map exhibit, Current Zoning Map

**Budget Impact: N/A**

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

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

If new, specify funding source: N/A no budget impact to this site specific rezone (type III land use permit)

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

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: N/A

Known challenges/barriers: N/A



**ORDINANCE NO. \_\_\_\_\_**

An Ordinance changing the zone from CB-55 (Community Business with a 55' height limit) to GC-55 (General Commercial with a 55' height limit) for property located on the southeast corner of the intersection of Sprague Avenue and Havana Street. The parcel is commonly described as 4110 E. Sprague Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**WHEREAS**, the Hearing Examiner held a public hearing on March 18, 2021, on the request of the owner of certain property zoned CB-55 and generally located on the southeast corner of the intersection of Sprague Avenue and Havana Street; and on April 2, 2021, approved said zone change subject to conditions; and

**WHEREAS**, this designation is not a major action significantly affecting the quality of the environment; and

**WHEREAS**, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated April 2, 2021, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

**TRACT 1, EXCEPT THE NORTH 489 FEET;  
TRACT 2, EXCEPT THE EAST 30.25 FEET OF TRACT 3 AND TRACT 4,  
EXCEPT THE WEST 215 FEET;  
AND EXCEPT THE SOUTH 135 FEET OF THE WEST 300 FEET ALL IN  
VALLEY HOME AS PER PLAT THEREOF RECORDED IN VOLUME "D" OF  
PLATS, PAGE 45;**

**TOGETHER WITH INGRESS AND EGRESS EASEMENT AND RECIPROCAL  
PARKING AGREEMENT RECORDED DECEMBER 29, 1965 UNDER  
AUDITOR'S FILE NO. 167147C AND AMENDED AUGUST 24, 1989 UNDER  
AUDITOR'S FILE NO. 8908240227 AND SECOND AMENDMENT TO INGRESS,  
EGRESS EASEMENT AND RECIPROCAL PARKING AGREEMENT  
RECORDED SEPTEMBER 29, 1997 UNDER AUDITOR'S NO. 4146334;**

**AND EASEMENT AND AGREEMENT RECORDED AUGUST 24, 1989 UNDER  
AUDITOR'S NO. 8908240229;**

**SITUATE IN THE CITY OF SPOKANE;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**

with the GC-55 (General Commercial with a 55' height limit) zoning designation.

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

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

Attest:

Approved as to form:

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

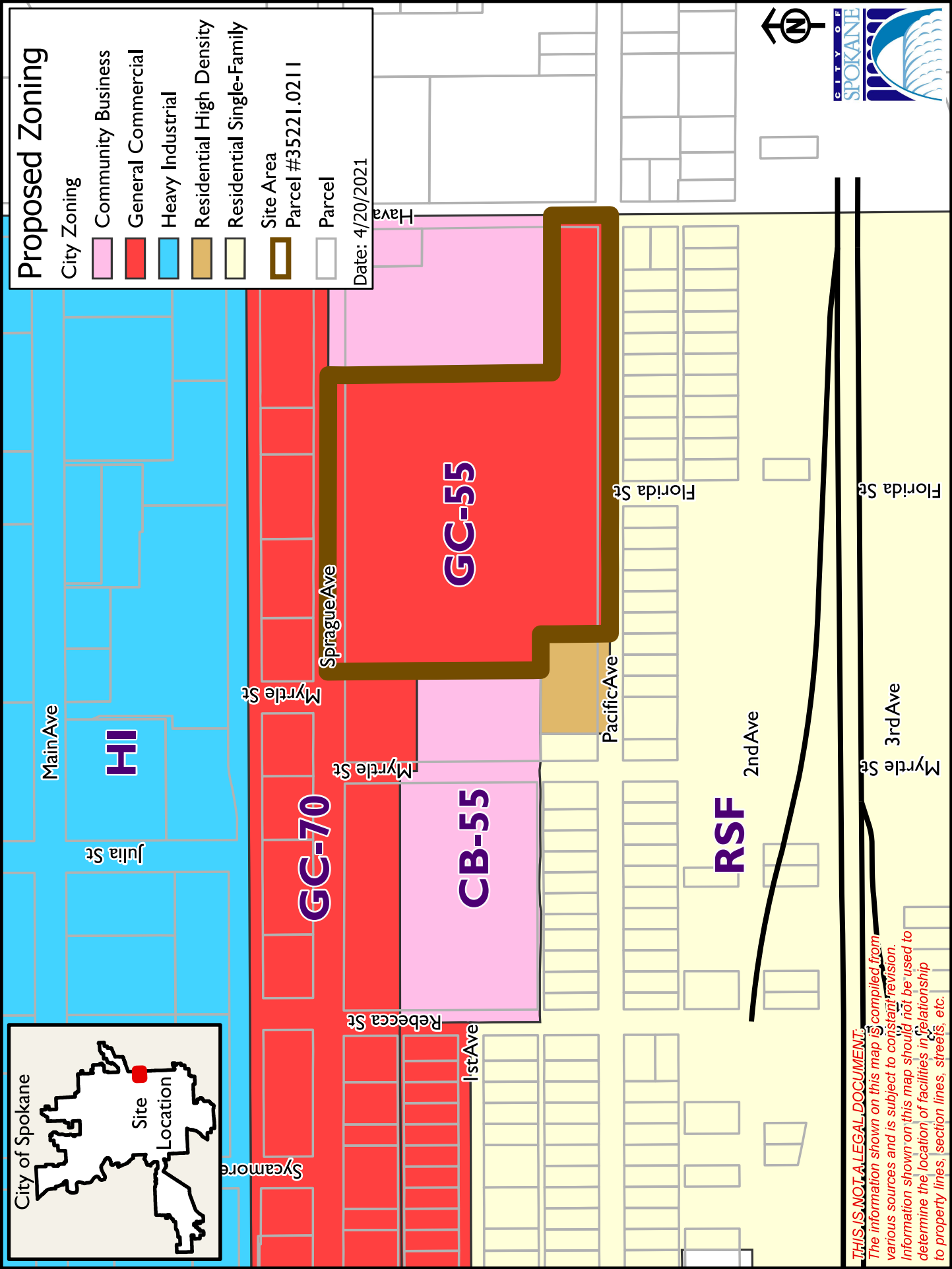
\_\_\_\_\_  
Assistant City Attorney

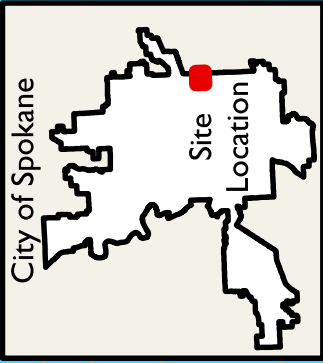
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

Exhibit A: Proposed Zoning



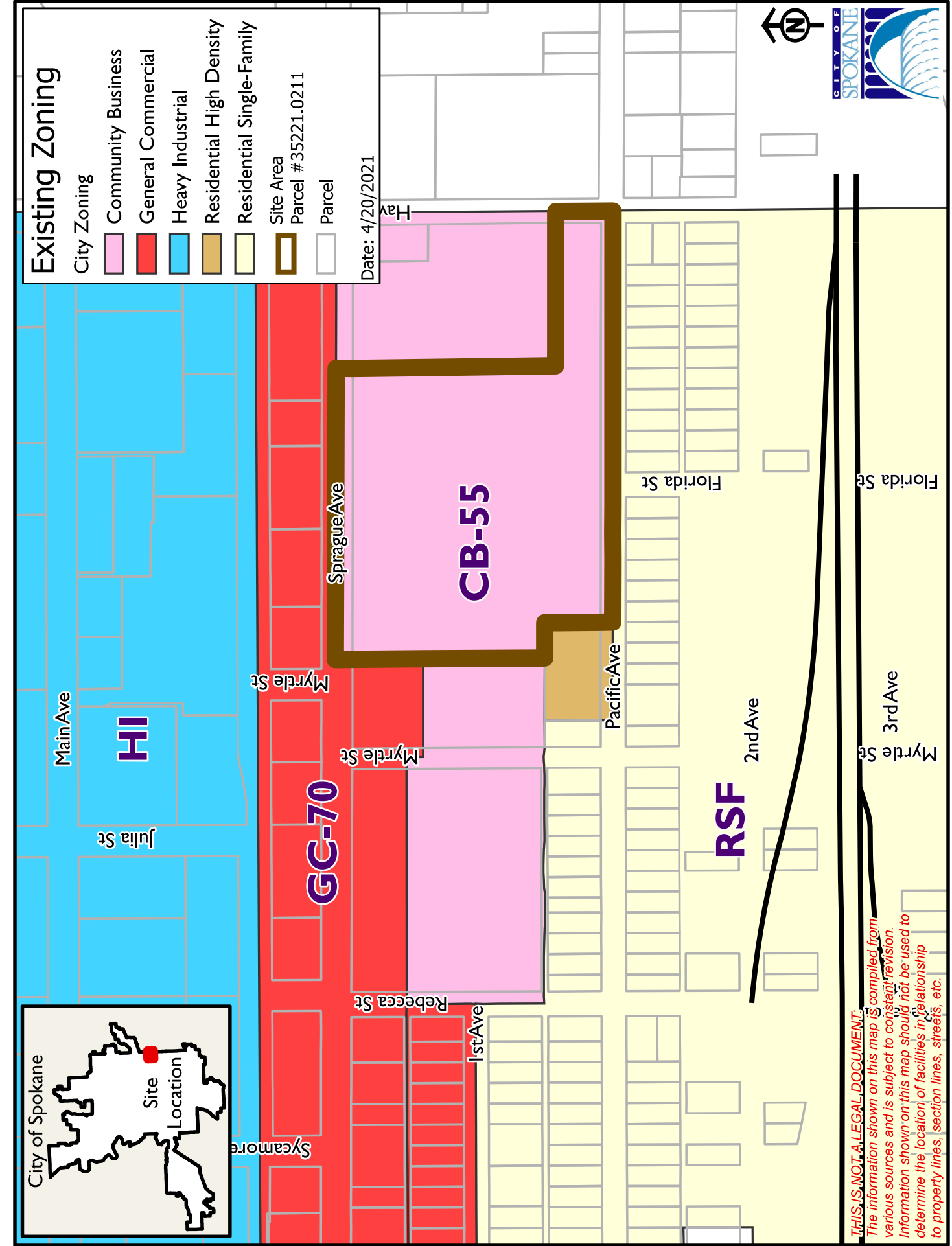


### Existing Zoning

City Zoning

- Community Business
- General Commercial
- Heavy Industrial
- Residential High Density
- Residential Single-Family
- Site Area
- Parcel #35221.0211
- Parcel

Date: 4/20/2021



**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, street lines, etc.



## **ORDINANCE NO. C36062**

An Ordinance changing the zone from CB-55 (Community Business with a 55' height limit) to GC-55 (General Commercial with a 55' height limit) for property located on the southeast corner of the intersection of Sprague Avenue and Havana Street. The parcel is commonly described as 4110 E. Sprague Avenue in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**WHEREAS**, the Hearing Examiner held a public hearing on March 18, 2021, on the request of the owner of certain property zoned CB-55 and generally located on the southeast corner of the intersection of Sprague Avenue and Havana Street; and on April 2, 2021, approved said zone change subject to conditions; and

**WHEREAS**, this designation is not a major action significantly affecting the quality of the environment; and

**WHEREAS**, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner dated April 2, 2021, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

**TRACT 1, EXCEPT THE NORTH 489 FEET;  
TRACT 2, EXCEPT THE EAST 30.25 FEET OF TRACT 3 AND TRACT 4,  
EXCEPT THE WEST 215 FEET;  
AND EXCEPT THE SOUTH 135 FEET OF THE WEST 300 FEET ALL IN  
VALLEY HOME AS PER PLAT THEREOF RECORDED IN VOLUME "D" OF  
PLATS, PAGE 45;**

**TOGETHER WITH INGRESS AND EGRESS EASEMENT AND RECIPROCAL  
PARKING AGREEMENT RECORDED DECEMBER 29, 1965 UNDER  
AUDITOR'S FILE NO. 167147C AND AMENDED AUGUST 24, 1989 UNDER  
AUDITOR'S FILE NO. 8908240227 AND SECOND AMENDMENT TO INGRESS,  
EGRESS EASEMENT AND RECIPROCAL PARKING AGREEMENT  
RECORDED SEPTEMBER 29, 1997 UNDER AUDITOR'S NO. 4146334;**

**AND EASEMENT AND AGREEMENT RECORDED AUGUST 24, 1989 UNDER  
AUDITOR'S NO. 8908240229;**

**SITUATE IN THE CITY OF SPOKANE;**

**SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.**

with the GC-55 (General Commercial with a 55' height limit) zoning designation.

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

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

Attest:

Approved as to form:

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

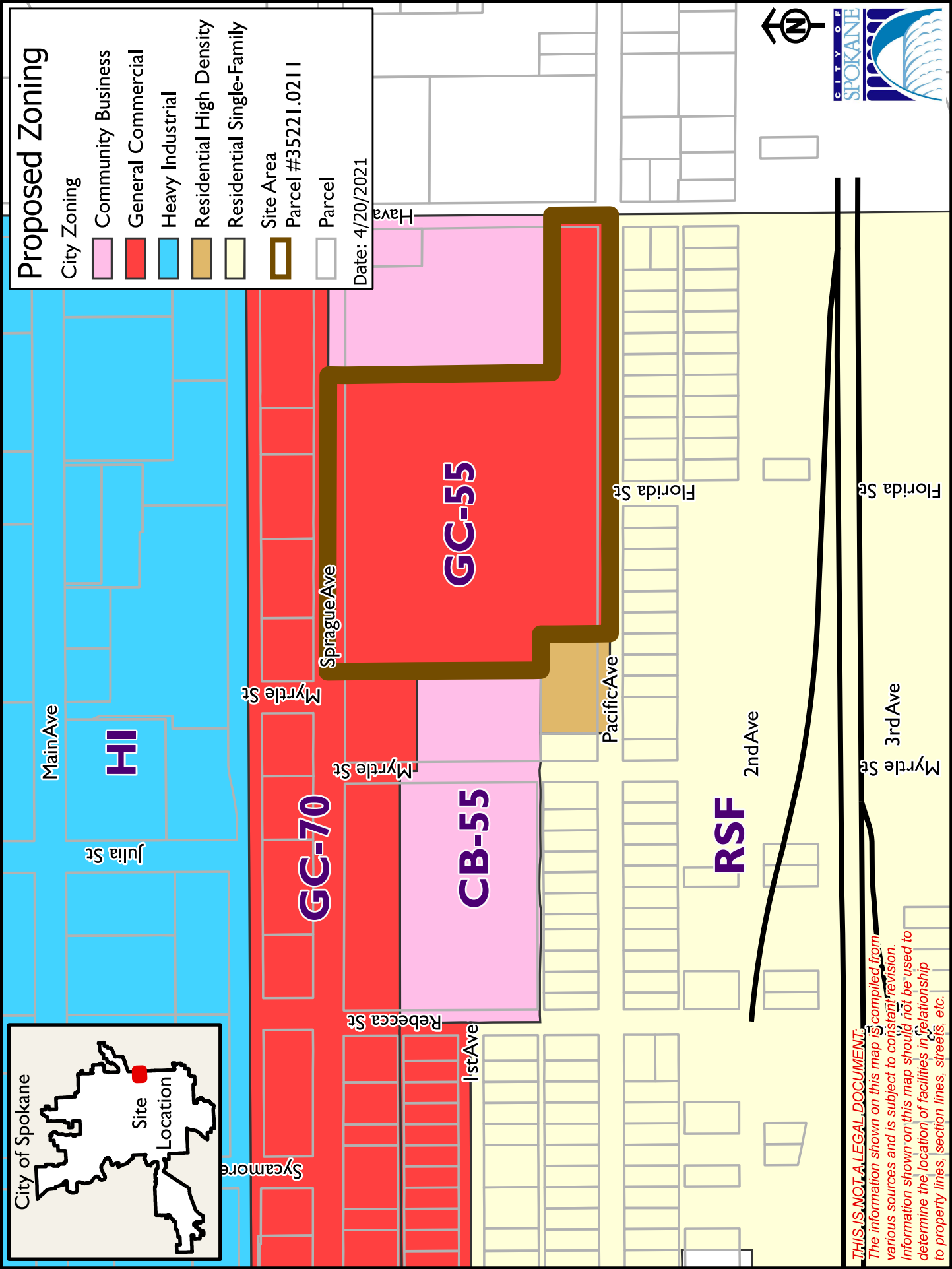
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

Exhibit A: Proposed Zoning



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

06/07/2021

**Date Rec'd**

5/17/2021

**Clerk's File #**

ORD C36063

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

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**BRIAN 625-6210  
MCCLATCHEY**Project #****Contact E-Mail**

BMCCCLATCHEY@SPOKANECITY.ORG

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

First Reading Ordinance

**Requisition #****Agenda Item Name**0320 - ORDINANCE REPEALING AMUSEMENT DEVICES LICENSING  
REQUIREMENT AND FEE**Agenda Wording**

An ordinance repealing section 08.12 of the Spokane Municipal Code.

**Summary (Background)**

Ordinance repealing amusement device license fees and requesting a refund of all such fees paid in 2020 and 2021.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 13,200

# 0020-88100-99999-31683

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**FA Committee,  
5/17/2021**Division Director****Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**



**ORDINANCE NO. C36063**

An ordinance repealing the amusement device license fee; repealing chapter 08.12 of the Spokane Municipal Code; and requiring the refunding of such license fees paid in 2020 and 2021.

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

**Section 1.** That chapter 08.12 of the Spokane Municipal Code is hereby repealed in its entirety.

**Section 2.** That all administrative policies, procedures, regulations, or public rules that implement and enforce chapter 08.12 of the Spokane Municipal Code are hereby superseded and repealed, only as to their applicability to chapter 08.12, SMC.

**Section 3.** That all fees paid for amusement device licenses in fiscal 2020 and 2021 shall be refunded to the licensees by no later than December 31, 2021.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

06/07/2021

**Date Rec'd**

4/7/2021

**Clerk's File #**

OPR 2021-0254

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

POLICE

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

MAJ. MIKE MCNAB 835-4514

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

MMCNAB@SPOKANEPOLICE.ORG

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

Contract Item

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

0680 INCREASE VALUE BLANKET FOR DEPARTMENT HANDGUNS

**Agenda Wording**

Approval to add additional funds to VB 300935 for the procurement of department issued handguns.

**Summary (Background)**

In 2017, SPD submitted RFQ #740-17 for the annual supply and trade-in of handguns. Gunarama was the low bidder and awarded an annual value blanket not to exceed \$49,000 annually; documented under VB 300935. Value blanket is currently in year 4 of a 5 year contract. This amendment will increase the allowable annual amount to \$64,000/year.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 64,000

# Various

Select \$

#

Select \$

#

Select \$

#

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

LUNDGREN, JUSTIN

**Study Session\Other**

PSCHC 03/29/2021

**Division Director**

LUNDGREN, JUSTIN

**Council Sponsor**

CM Kinnear

**Finance**

SCHMITT, KEVIN

**Distribution List****Legal**

ODLE, MARI

spdfinance@spokanepolice.org

**For the Mayor**

COTE, BRANDY

**Additional Approvals****Purchasing**

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Increase Value Blanket for department handguns
<b>Date:</b>	03/29/2021
<b>Contact (email &amp; phone):</b>	Mike McNab– <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 509-835-4514
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Chief Craig Meidl
<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)	Approval to add additional funds to VB 300935 for the procurement of department issued handguns.
<b>Background/History:</b> In 2017, SPD submitted RFQ #740-17 for the annual supply and trade-in of handguns. Gunarama was the low bidder and awarded an annual value blanket not to exceed \$49,000 annually; documented under VB 300935. Value blanket is currently in year 4 of a 5 year contract.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>SPD has exhausted the annual approved amount and seeks to add additional spending capacity in the event more purchases are needed.</li> <li>Request approval to add an additional \$15,000/per year to the value blanket for the remainder of the contract.</li> <li>There was an increase in gun purchases this year due to new hires, weapon replacements, and new technology relating to optic sights.</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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice 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:	