

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 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 **November 1, 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 **146 208 2182** 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, November 1, 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, November 1, 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, NOVEMBER 1, 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. 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. 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. Purchases of:

**Approve
All**

- a. Used Roll Off Truck for the Waste To Energy Facility (when one is found). The price of this truck will range from \$110,000 to \$150,000 (plus tax and shipping), and

OPR 2021-0694

- b. Two Diesel Hydro Excavators from SWS Equipment, Inc. (Spokane Valley) using Sourcewell Contracts #122017-SCA and #060920-KTC for the Wastewater Management Department.

OPR 2021-0695

(Council Sponsor: Council Member Wilkerson)

Richard Giddings

2. Acceptance of:

**Approve
All**

- a. Treasury Rent Assistance Program 2.0 (T-RAP 2.0) funds from the Washington State Department of Commerce and authorization to sub-grant funds to providers that help prevent eligible households facing eviction from experiencing homelessness—\$10,540,405. (Relates to Special Budget Ordinance C36125) (Council Sponsor: Council Member Stratton)

OPR 2021-0696

- b. Treasury Emergency Rental Assistance Program 2 (ERA 2) funds from the U.S. Department of Treasury and authorization to sub-grant funds to providers that help prevent eligible households facing eviction from experiencing homelessness—\$5,297,865. (Relates to Special Budget Ordinance C36126) (Council Sponsor: Council Member Wilkerson) **OPR 2021-0697**
- Margaret Hinson**
3. Administrative Reserve Increase to the Contract with LaRiviere, Inc. (Rathdrum, ID) for the Clarke Avenue Landslide stabilization and remediation work—\$300,000. (Relates to Item Consent Agenda Item Nos. 4.a. and 4.b.) (Council Sponsor: Council Member Cathcart) **Approve** **OPR 2021-0641**
ENG 2021097
- Kyle Twohig**
4. Reimbursement Agreements, Deeds of Trust, and Promissory Notes between the City of Spokane and: **Approve**
- a. Riverside Elms Condominium Association to reimburse the City for landslide mitigation at 1828 W. Riverside Avenue related to the Clarke Avenue Landslide—\$220,000; and **OPR 2021-0698**
ENG 2021097
- b. James and Sue Elmer to reimburse the City for landslide mitigation at 1905 and 1909 W. Clarke Avenue related to the Clarke Avenue Landslide—\$80,000. **OPR 2021-0699**
ENG 2021097
(Relates to Consent Agenda Item No. 3) (Council Sponsor: Council President Beggs)
- Kyle Twohig**
5. Report of the Mayor of pending: **Approve & Authorize Payments** **CPR 2021-0002**
- 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 \$_____.
6. City Council Meeting Minutes: _____, 2021. **Approve 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)

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 C36123 Section 1. Accounting Fund
- (1) Decrease the appropriation for vacant Accounting Clerk positions by \$45,000.
 - (2) Increase the appropriation for contractual services by \$ 45,000.
 - (A) \$45,000 of the increased appropriation in contractual services is provided solely for a contracted temporary/seasonal employee to backfill staff shortages during the hiring process for a full-time position.

(3) There is no change to the total appropriation level in the Accounting Fund.

(This action allows for contractual services in the Accounting Fund.)
(Council Sponsor: Council Member Wilkerson)

Michelle Murray

ORD C36124

Section 1. Defined Contribution Administrative Fund

(1) Increase revenue by \$10,000.

(A) \$10,000 of the increased revenue is from the available cash balance of the fund.

(2) Increase appropriation by \$10,000.

(A) \$10,000 of the appropriation is provided to the VOYA Defined Contribution Fund solely for advisory technical services.

(This action allows budgeting to procure advisory technical services for the VOYA defined contribution plan.) Council Sponsor: Council Member Cathcart)

Phillip Tencick

ORD C36125

Section 1. Emergency Rental Assistance Grant Fund

(1) Increase revenue by \$10,540,405.

(A) Of the increased revenue, \$10,540,405 is from the Washington State Department of Commerce Treasury Rental Assistance Program to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.

(2) Increase appropriation by \$10,540,405.

(A) Of the increased appropriation, \$10,276,895 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.

(B) Of the increased appropriation, \$263,510 is provided solely for the City's administration of the rent assistance program.

(This action prevents evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.) (Relates to Consent Agenda Item No. 2.a.) (Council Sponsor: Council Member Stratton)

Margaret Hinson

ORD C36126

Section 1. Emergency Rental Assistance Grant Fund

(1) Increase revenue by \$5,297,865.

(1) Of the increased revenue, \$5,297,865 is from United States Department of Treasury Emergency Rent Assistance Program to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.

(2) Increase appropriation by \$5,297,865.

(A) Of the increased appropriation, \$5,165,419 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.

(B) Of the increased appropriation, \$132,446 is provided solely for the City's administration of the rent assistance program.

(This action prevents evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably.) (Relates to Consent Agenda Item No. 2.b.) (Council Sponsor: Council Member Wilkerson)

Margaret Hinson

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0090 Approving the appointment of Carly Cortright as Director of Neighborhood Services. (Council Sponsors: Council Members Kinnear and Wilkerson)

Meghann Steinolfson

RES 2021-0091 Approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070. (Council Sponsor: Council Member Cathcart)

Phillip Tencick

ORD C35052 Vacating Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue (requested by The Corporation of Gonzaga University). (First Reading held November 4, 2013)

Eldon Brown

ORD C34983 Vacating Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st subdivision of Block "A" in 3rd Sinto Addition to the East line of Dakota Street. (First reading held May 6, 2013)

Eldon Brown

ORD C36121 Relating to the Parking Advisory Committee amending SMC section 07.08.130; adding a new chapter 04.38 to title 04; adopting new sections 04.38.010, 04.38.020, 04.38.030, 04.38.040, 04.38.050, 04.38.060, 04.38.070, and 04.38.080 to chapter 04.38 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council Members Kinnear and Stratton)

Jesten Ray

ORD C36122 Approving an amendment to the Riverpoint Village PUD that will remove Unit 12 from the boundaries of the PUD so that it may be developed independent of the PUD, in accordance with the standards of the existing zoning regulations. The parcel number is 35173.3003, located in the City and County of Spokane, State of Washington, by amending the Official Zoning Map. (Council Sponsor: Council Member Stratton)

Tami Palmquist

FIRST READING ORDINANCES

- ORD C36127** Relating to amendments to the Spokane Employees' Retirement System amending SMC sections 03.05.010, SMC 03.05.020 and adding a new section to SMC 3.05.175 of the Spokane Municipal Code. (Council Sponsor: Council Member Cathcart)
Phillip Tencick
- ORD C36128** Relating to various special revenue funds and internal services funds in Chapter 7.08 SMC; amending SMC sections 7.08.124 and 7.08.059 and repealing SMC 7.08.104 and 7.08.122. (Council Sponsor: Council Member Wilkerson)
Michelle Murray
- ORD C36129** Of the City of Spokane, Washington, adopting a six-year Citywide Capital Improvement Program for the years 2022 through 2027 and amending the Citywide Capital Improvement Program (CIP) as referenced in Appendix C of the City of Spokane Comprehensive Plan. (Council Sponsor: Council President Beggs)
Paul Ingiosi

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for November 1, 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, November 1, 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 November 1, 2021, Regular Legislative Session of the City Council is adjourned to November 8, 2021.

NOTES

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

OPR 2021-0694

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

RE19942

Submitting Dept

FLEET SERVICES

Contact Name/Phone

RICHARD GIDDINGS 6257706

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

5100-PURCHASE OF USED ROLL OFF TRUCK

Agenda Wording

Waste to Energy would like to ask for the ability to purchase a used Roll Off Truck when one is found. The price of this truck will range from \$110,000 to \$150,000 plus tax and shipping.

Summary (Background)

Microchip shortages and Covid related supply chain disruptions are negatively impacting the City's ability to purchase units for the Fleet. These units are not lasting on the market once they become available, due to the scarcity of them. The roll off truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a used Roll Off Truck for the Waste to Energy Department. Funding for this is included in the Waste to Energy budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 150000

449044500940005640499999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

10/18/2021

Division Director

WALLACE, TONYA

Council Sponsor

Betsy Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PRINCE, THEA

**SOLID WASTE
DISPOSAL**

AVERYT, CHRIS

Briefing Paper

Finance and Administration Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Used Roll Off Truck
Date:	October 18, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Microchip shortages and Covid related supply chain disruptions are negatively impacting the City's ability to purchase units for the Fleet. We'd like to ask for the ability to purchase a used Roll Off Truck when one is found. These units are not lasting on the market once they become available, due to the scarcity of them. The price of this truck will range from \$110,000 to \$150,000 plus tax and shipping.	
Executive Summary: Impact <ul style="list-style-type: none"> The roll off truck will replace a unit that has reached the end of its economic life. Action <ul style="list-style-type: none"> We recommend approval for the purchase of a used Roll Off Truck for the Waste to Energy Department. Funding <ul style="list-style-type: none"> Funding for this is included in the Waste to Energy budget. 	
Budget Impact: 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.)	
Operations Impact: 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:	

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

OPR 2021-0695

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

FLEET SERVICES

Contact Name/Phone

RICHARD GIDDINGS 625-7706

Project #**Contact E-Mail**

RGIDDINGS

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

RE19754

Agenda Item Name

5100-PURCHASE OF HYDRO EXCAVATORS

Agenda Wording

The Wastewater department would like to purchase two Diesel Hydro Excavators, using Sourcewell Contracts #122017-SCA & #060920-KTC, for \$995,002.89, including tax, from SWS Equipment, Inc, Spokane, WA.

Summary (Background)

The Hydro Excavators will replace units that have reached the end of their economic life. We recommend approval for the purchase of two Hydro Excavators for the Wastewater Department. Funding for this is included in the Wastewater budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 995,002.89

431043113943505640199999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

10/18/2021

Division Director

WALLACE, TONYA

Council Sponsor

Betsy Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

PRINCE, THEA

**WASTEWATER
MANAGEMENT**

GENNETT, RAYLENE

Briefing Paper

Finance and Administration Committee-CORRECTED

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Hydro Excavators
Date:	October 18, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

The Wastewater department would like to purchase two Diesel Hydro Excavators, using Sourcewell Contracts #122017-SCA & #060920-KTC, for \$995,002.89, including tax, from SWS Equipment, Inc., Spokane, WA.

Executive Summary:

The Hydro Excavators will replace units that have reached the end of their economic life. We recommend approval for the purchase of two Hydro Excavators for the Wastewater Department. Funding for this is included in the Wastewater budget.

TCO

Year	Make	Model	Purchase	Lifetime Maintenance	Lifetime Fuel Cost	Lifetime Usage-Hours	TCO/Lifetime	TCO/Hour
2022	RAM	HX-9	\$497,501.45	\$130,100.00	\$175,000.00	10,000	\$802,601.45	\$80.26
2022	VACTOR	114SD	\$490,431.33	\$130,100.00	\$175,000.00	10,000	\$795,531.33	\$79.55

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:



SWS Equipment, Inc.

P.O. Box 13040
Spokane Valley, WA 99213-3040
509-533-9000 Fax: 509-533-1050
1-800-892-7831

QUOTE

Quote #: PHFDQ5951-02

Date: 10/07/21

Sales Rep: Phil Davison

Customer No:

FOB: Destination

Ship Via: Bestway

Est. Ship Date:

Terms: Net 30

Quote To:

City of Spokane
Micaela Martinez
915 N. Nelson St.
Spokane WA 99202
(509) 655-0959 Fax:

Ship To:

City of Spokane
Micaela Martinez
915 N. Nelson St.
Spokane WA 99202
(509) 655-0959

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
2	Sourcewell Contract # 122017-SCA & # 060920-KTC Member ID# 33592	\$456,004.99	\$912,009.98
2	2023 Kenworth T880 Chassis MX-13 450 HP Engines, Allison 4500 Transmission, 66,000 GVRW.		
2	RamVac HX-9 Truck Mounted Hydro Excavator. Vacuum System: 4400 CFM Blower, 8" Vacuum Hose system, 18" HG vacuum rating, Cyclone Separator, Heavy Duty Final Filter Box, Vacuum Enhancer, Directional Discharge System, Hydrostatic Blower Drive via front mount chassis engine pump drive. Electrical: NEMA 4 Control Panel, Wireless Remote Control, Hour Meter. Debris Tank: 9 cubic yards (1800 gal) Debris Tank, Debris Level Indicator, Hydraulic Dump, 50° Dump Angle (Cylinder), Fold Down Pipe Rack, Hydraulic Powered Open/Close Rear Door. Water System: 1300 gal Duraprolene tank capacity, Hydraulic Powered Water Pump Via Transmission PTO Drive (0 - 10 gpm @ 2500 psi), Analog Water Pressure Display, 400,000 BTU Water Heater, 2.5" Hydrant Fill system w/ 25' hose, Air Purge Valve, Recirculation System and Wash Station, 75' of 3/8" Hose w/ retractable reel. Boom: Powered boom, 330° Working Radius, Boom Reach - 12' extendable to 17'. Compartment: Steel shroud encloses all water components, 80,000 BTU Compartment Heater Roll Up Doors. Truck: Mounting to approved chassis, Alum Toolbox 18"x18"x30", Alum Toolbox 18"x18"x36" driver, Alum Toolbox 18"x18"x74" passenger, Mud flaps, Bumper, LED D.O.T. approved lighting. Accessories: (4) 6" x 6' Extension Tubes, (5) Quick Clamps 8", (1) 6" x 6' Digging Tube Kit, Wand, Digging, Hydro-Ex Truck, Wand, Digging, Hydro-Ex Truck, Washdown Gun Kit & Nozzle, (1) Hydrant Wrench, 25' Fill Hose, (1) Paper Owner's Manual		
2	Behind the Cab 15" x 96" Tool Tray (Add 18" In CT to Accommodate)		
2	Polar Pack insulation System		

Qty	Description	Unit Price	Ext. Price
2	Heated Equipment Locker		
2	Vacuum Breaker Option		
2	2" Water Fill 'Y' Strainer		
2	Body Vibrator (12 Volt Electric)		
2	Liquid Level Audible Alarm (Level Adjustable)		
2	Decant Screen on Rear Door		
2	Boom Mounted Work Lights w/ Limb Guards (2)		
2	Body Mounted Work Lights (2) on Shroud		
2	Rear Door Work Lights (2)		
2	Air Purge Winterizations Systems (Powered by Chassis)		
2	Rear Back up Camera System W/ 7' Color Monitor Mounted in Cab		
2	2- Six (6) 28" D.O.T. Safety Cones and Holder (Front Bumper and Rear Bumper)		
2	Additional Paper Operator's Manual		
2	USB Operator's Manual		
2	6 LED Strobes, 2 Front Grill, 1 on Each Side of Body, 2 on Rear Bumper		
2	Large Arrow Board - Whelen TA166AL5		
2	Fabrication of Custom Tool Holders by SWS		
2	Groeneveld AutoLube Body and Chassis		
2	PDI		
2	Freight		

Order Total \$912,009.98

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - THANK YOU!

By: _____ Accepted _____ Date _____

QUOTE VALID FOR 30 DAYS

PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE



Agenda Sheet for City Council Meeting of:

11/01/2021

Date Rec'd	10/21/2021
Clerk's File #	OPR 2021-0696
Renews #	
Cross Ref #	ORD C36125, OPR 2021-0256
Project #	
Bid #	
Requisition #	SBO

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	MARGARET HINSON 509-867-8539
Contact E-Mail	MHINSON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - TREASURY RENT ASSISTANCE PROGRAM 2.0 (T-RAP 2.0) GRANT ACCEPTANCE

Agenda Wording

CHHS is requesting permission to accept \$ \$10,540,405 in T-RAP 2.0 funds from the WA State Dept. of Commerce. These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness.

Summary (Background)

These funds are part of the U.S. Department of Treasury \$46 billion response to the COVID-19 pandemic passed through Washington State Dept. of Commerce. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs. This second tranche of funds is available 3/1/21 - 9/30/25. Grant agreement will be provided as soon as received and an SBO is submitted in conjunction for budget capacity.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ 10,540,405.00

Expense \$ 10,540,405.00

Select \$

Select \$

Budget Account

1760-95599-99999-33321-99999

1760-95599-510XX-5XXXX-99999

#

#

Approvals

Dept Head DAVIS, KIRSTIN

Division Director DAVIS, KIRSTIN

Finance MURRAY, MICHELLE

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other Urban Exp. - 10/11/21

Council Sponsor CM Stratton

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kdavis@spokanecity.org

Grants, Contracts & Purchasing BROWN, SKYLER chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Treasury Rent Assistance Program 2.0 (T-RAP 2.0) Grant Acceptance
Date:	9/28/2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	Council Member Stratton
Executive Sponsor:	Kirstin Davis
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The grant has a start date of October 1, 2021 and the grant expires on September 30, 2025.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$ \$10,540,405 in T-RAP 2.0 funds from the WA State Dept. of Commerce (Commerce). These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness and an SBO will be submitted to create budget capacity. The grant agreement will be provided as soon as it is received.
<p>Background/History: These funds are part of the U.S. Department of Treasury \$46 billion response to the COVID-19 pandemic passed through Washington State Dept. of Commerce. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs. Commerce offered to split the award for the Spokane region using the same proportional allocation used for Consolidated Homeless Grant (CHG). This second tranche of funds is retroactively available to March 1, 2021 with a contract end date of September 30, 2025. The grant agreement will be provided as soon as it is received from Commerce.</p>	
<p>Executive Summary:</p> <p>The T-RAP Grant is part of Washington State’s response to the COVID-19 pandemic, intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.</p> <p>Households must meet the three federally required initial screening criteria:</p> <ul style="list-style-type: none"> • Income at or below 80% of Area Median Income (AMI). • Experiencing a financial hardship directly or indirectly <i>during</i> the COVID-19 outbreak that threatens the household’s ability to pay the costs of the rental property when due. • At risk of experiencing homelessness or housing instability. <p>The following households must be prioritized:</p> <ul style="list-style-type: none"> • Income at or below 50% AMI. • Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date. 	

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Additional performance targets include:

- Ten percent of households served must be young adults age 18-25.
- Ten percent of financial assistance must be utility assistance.

Commerce is requiring grantees to subcontract with By and For Organizations to meet the equity requirements and is requiring grantees to commit to coordination with their local Dispute Resolution Center.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No
Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: U.S. Treasury Department passed through WA State Commerce.

Other budget impacts: N/A

Operations Impact:

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

Specify changes required: None.

Known challenges/barriers: None.

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

OPR 2021-0697

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #ORD C36126,
OPR 2021-0020**Contact Name/Phone**

MARGARET HINSON 509-867-8539

Project #**Contact E-Mail**

MHINSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

SBO

Agenda Item Name1680 - TREASURY EMERGENCY RENT ASSISTANCE 2 (ERA 2) GRANT
ACCEPTANCE**Agenda Wording**

CHHS is requesting permission to accept \$5,297,865 in ERA 2 funds. These funds will be subgranted to providers that help prevent eligible households facing eviction from experiencing homelessness. An SBO is submitted in conjunction with this request.

Summary (Background)

The Treasury ERA 2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 5,297,865.00

1760-95596-99999-33121-99999

Expense \$ 5,297,865.00

1760-95596-510XX-5XXXX-99999

Select \$

#

Select \$

#

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

DAVIS, KIRSTIN

Study Session\Other

F & A - 10/18/21

Division Director

DAVIS, KIRSTIN

Council Sponsor

CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

mhinson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kmartin@spokanecity.org

Additional Approvals

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Purchasing

kdavis@spokanecity.org

**Grants, Contracts &
Purchasing**

BROWN, SKYLER

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

Briefing Paper

Finance and Administration Committee

Division & Department:	Neighborhood, Housing, and Human Services Division – Community, Housing, and Human Services Department
Subject:	Treasury Emergency Rent Assistance 2 (ERA2) Grant Acceptance
Date:	10/6/2021
Author (email & phone):	Margaret Hinson (mhinson@spokanecity.org 509-867-8539)
City Council Sponsor:	Betsy Wilkerson
Executive Sponsor:	Kirstin Davis
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The grant has a retroactive start date of March 11, 2021 and the grant expires on September 30, 2025.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$5,297,865.00 in ERA2 funds.
<p>Background/History: The Treasury ERA2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.</p>	
<p>Executive Summary:</p> <p>The Treasury ERA is part of The U.S. Department of Treasury's response to the COVID-19 pandemic, intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.</p> <p>Households must meet the three federally required initial screening criteria:</p> <ul style="list-style-type: none"> Income at or below 80% of Area Median Income (AMI). Experiencing a financial hardship directly or indirectly <i>during</i> the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due. At risk of experiencing homelessness or housing instability. <p>The following households must be prioritized:</p> <ul style="list-style-type: none"> Income at or below 50% AMI. Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date. 	
<p>Budget Impact:</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: U.S. Treasury Department</p>	

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: None.

Known challenges/barriers: None.



Agenda Sheet for City Council Meeting of:
11/01/2021

Date Rec'd	10/21/2021
Clerk's File #	OPR 2021-0641
Renews #	
Cross Ref #	RES 2021-0015, OPR 2021-0698, OPR 2021-0699
Project #	2021097
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KYLE TWOHIG 625-6152
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – ADMINISTRATIVE RESERVE INCREASE CLARKE AVENUE LANDSLIDE

Agenda Wording

Administrative Reserve increase for \$300,000.00 to the contract with LaRiviere, Inc. for the Clarke Avenue landslide.

Summary (Background)

February 18, 2021, an emergency declaration was filed and signed by the Mayor regarding the Clarke Avenue landslide. The request for an administrative reserve increase to the contract with LaRiviere, in conjunction with the South Gorge Trail, will continue the activities outlined in the declaration to mitigate the emergency. Funding is to utilize the City's contractor to perform stabilization and remediation work on private property, which will be fully repaid as detailed in the reimbursement agreements.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 300,000.00	# 0370-95163-42300-54201-21996
Select	\$	#
Select	\$	#
Select	\$	#

Budget Account

Approvals

<u>Dept Head</u>	TWOHIG, KYLE
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES 6/28/21
<u>Council Sponsor</u>	Cathcart

Distribution List

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hiede@lariviere.co

Additional Approvals

Purchasing



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

February 22, 2021

City Clerk File No.:

RES 2021-0015

CR: LGL 2021-0008

COUNCIL ACTION MEMORANDUM

RE: RESOLUTION 2021-0015 RATIFYING THE MAYOR'S FEBRUARY 18, 2021
EXECUTIVE DECLARATION OF CIVIL EMERGENCY OR DISASTER

During its 3:30 p.m. Administrative Session held virtually Monday, February 22, 2021,
the Spokane City Council took the following actions:

Motion by Council Member Mumm, seconded by Council Member Wilkerson, **to suspend** the Council Rules for the purpose of changing the (Current) Agenda; **carried unanimously (Council Member Stratton absent).**

Motion by Council Member Kinnear, seconded by Council Member Cathcart, **to add** Resolution 2021-0015—ratifying the Mayor's February 18, 2021, Executive Declaration of Civil Emergency or Disaster—to the Current Legislative Agenda; **carried unanimously (Council Member Stratton absent).**

At its 6:00 Legislative Session held February 22, after a full reading of Resolution 2021-0015 by the City Clerk; an opportunity for public testimony, with no individuals requesting to speak; and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2021-0015** ratifying the Mayor's February 18, 2021, Executive Declaration of Civil Emergency or Disaster (due to the public emergency faced by the City from a hillside in the Peaceful Valley neighborhood which has become unstable).

DocuSigned by:

Terri L. Pfister, MMC
Spokane City clerk

RESOLUTION NO. 2021-0015

A Resolution ratifying the Mayor's February 18, 2021 Executive Declaration of Civil Emergency or Disaster.

WHEREAS, on February 18, 2021, Mayor Nadine Woodward issued an Executive Declaration of Civil Emergency or Disaster in the City of Spokane (the "Declaration"), pursuant to SMC 2.04.030, due to the public emergency faced by the City from a hillside in the Peaceful Valley neighborhood which has become unstable; and

WHEREAS, from the time of its discovery in late January, this hillside has torn its natural slope, resulting in material from the hillside moving downhill, which threatens to topple the rock retaining wall at the base of the slope, and which would in turn accelerate additional sliding; and

WHEREAS, several trees and power poles have already fallen in and around this area, with additional vegetation and utilities threatened if there is further sliding of the hillside; and

WHEREAS, Clarke Avenue, which is the primary east-west access for increase and egress in Peaceful Valley is blocked off, which creates access issues for the residents of the area and presents a health and safety risk to residents as the obstruction restricts access for emergency vehicles and public transit; and

WHEREAS, further movement of this hill side could cause soil further uphill to shift which could undermine the foundations of a number of structures fronting on Riverside Avenue; and

WHEREAS, a number of activities must occur to restore public health and safety to and for the residents of the City, including, but not limited to:

1. Importation of fill dirt to stabilize failing wall and slow landslide movement;
2. The use of heavy equipment with an operator to place imported fill dirt and build an access ramp onto the hillside for equipment access;
3. The removal and disposal of trees and debris from the hill side area which was affected by the landslide;
4. Design services to abate further landslide risk;
5. Construction of an engineered solution likely to include a soldier pile wall and tiebacks;
6. Replacement of a retaining wall as the base of the hill in the City right of way; and
7. Staff costs associated with hillside monitoring, coordination with contractors and private utilities, support of design and construction management.

WHEREAS, in order to prevent further damage and danger to residents of the City, it is imperative to begin this work as quickly as possible, which will require the execution of contracts; and

WHEREAS, an emergency exists that necessitates utilization of the emergency powers granted pursuant to RCW 38.52 and/or 35A.33; and

WHEREAS, the City of Spokane has the authority, pursuant to RCW 35A.080, to make expenditures for emergencies "requiring the immediate preservation of order or public health, or for the restoration to a condition of usefulness of any public property which has been damaged or destroyed by accident, or for public relief from calamity"; and

WHEREAS, the City of Spokane has the authority, pursuant to RCW 38.52.100(a), "to make appropriations for the ordinary expenses of [the City] for the payment of expenses of its local organizations for emergency management".

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council:

Section 1. As a result of the landslide event, and the impact to the public health, safety, and welfare, there is a present disaster or civil emergency, which necessitates the utilization of emergency powers granted pursuant Chapter 02.04 SMC, SMC 07.06.180 and RCW 38.52.070(2), which are lawful, proper, and reasonable exercises of the City of Spokane's police power, consistent with state law and the City Charter.

Section 2. The Executive Declaration of Civil Emergency or Disaster by Mayor Nadine Woodward, dated and effective February 18, 2021, is hereby ratified by the City Council by this Resolution.

Section 3. Notwithstanding the Executive Declaration of Civil Emergency or Disaster, the City Council reserves its full authority under the City Charter to take any and all necessary steps to safeguard the public health, safety, and welfare of all residents of Spokane including, without limitation, any necessary measures to mitigate the effects of economic disruption in connection with the disaster or civil emergency, and prioritization of the use of funds or resources received from the state and/or federal governments.

Section 4. This Civil Emergency shall continue until terminated by the Mayor or by City Council resolution.

Section 5. A copy of this resolution and the Executive Declaration of Civil Emergency or Disaster shall be delivered to the Governor of the State of Washington and to the Spokane County Board of Commissioners. To the extent practicable, a copy of this Resolution and the Declaration shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Resolution and the Declaration to the public, as many other available means may be used as are practical.

ADOPTED by the City Council February 22, 2021.

DocuSigned by:

[Signature]
City Clerk

DS

Approved as to form:

DocuSigned by:

[Signature]
Assistant City Attorney



RECEIVED

FEB 19 2021

**CITY OF SPOKANE
SPOKANE COUNTY, WASHINGTON**

CITY CLERK'S OFFICE

**EXECUTIVE DECLARATION OF CIVIL EMERGENCY OR DISASTER
IN THE CITY OF SPOKANE, WASHINGTON**

WHEREAS, the City of Spokane of Spokane County (the "City") is presently facing an emergency situation created by unforeseen circumstances beyond the control of the City as a likely result of very wet weather in mid-January which produced saturated ground conditions resulting in a landslide on both City and privately owned property near the intersection of Clarke Avenue and Elm Street in the Peaceful Valley neighborhood;

WHEREAS; since discovered in late January, this hillside has torn its natural slope resulting in material from the hillside moving downhill which threatens to topple the rock retaining wall at the base of the slope (which would accelerate additional sliding);

WHEREAS; several trees and power poles (with live power lines) have already fallen on and around this area, with additional vegetation and utilities threatened if there is further sliding of the hillside;

WHEREAS; Clarke Avenue which is the primary east-west access for ingress and egress in Peaceful Valley is blocked off which creates access issues for the residents of the area and presents a health and safety risk to residents as the obstruction restricts access for emergency vehicles and public transit;

WHEREAS; further movement of the hill side could cause soil further uphill to shift which could undermine the foundations of a number of building structures fronting on Riverside Avenue;

WHEREAS, a number of activities need to occur to restore public health and safety to and for the residents of this area of the City, including, but not limited to:

1. Import of dirt fill to stabilize failing wall and slow landslide movement;
2. The use of heavy equipment with operator to place imported fill and build access ramp onto hillside for equipment access;
3. Removal and disposal of trees and debris from hillside affected by the landslide;
4. Geotechnical initial assessment of conditions, reconnaissance, monitoring, and temporary stabilization recommendations;
5. Drill for subsurface soil boring and placement of underground inclinometers to use in developing a long term plan to stabilize the hillside;
6. Geotechnical evaluation of subsurface soil and groundwater conditions, including drill mobilization, borings, testing, and subsurface monitoring;
7. Repair of private sewer line broken by landslide;

8. Temporary piping of roof drains from apartments on Riverside above slope to prevent water from accelerating slide;
9. Design services to abate landslide risk;
10. Construction of engineered solution likely to include soldier pile wall and tiebacks;
11. Replacement of retaining wall at base of hill in City right-of-way; and
12. Staff costs associated with hillside monitoring, coordination with contractors and private utilities, support of design and construction management.

WHEREAS, in order to prevent further damage and danger to residents of the City, it is imperative to begin this work as quickly as possible, which will require the execution of contracts;

WHEREAS, an emergency that necessitates utilization of the emergency powers granted pursuant to RCW 38.52 and/or 35A.33;

WHEREAS, the City of Spokane has authority, pursuant to RCW 35A.080, to make expenditures for emergencies "requiring the immediate preservation of order or public health, or for the restoration to a condition of usefulness of any public property which has been damaged or destroyed by accident, or for public relief from calamity..."; and

WHEREAS, the City of Spokane has authority, pursuant to RCW 38.52.100(1), "to make appropriations for the ordinary expenses of [the City] for the payment of expenses of its local organization for emergency management", and

NOW THEREFORE, AS THE MAYOR OF THE CITY OF SPOKANE WASHINGTON, I
DECLARE AS FOLLOWS:

Section 1 – Purpose and Intent.

As a result of the serious landslide and related events in Peaceful Valley, and the impact on the public health, safety and welfare, it is the purpose and intent of this declaration to formally proclaim the existence of a disaster or civil emergency in the City of Spokane.

Section 2 – Emergency Procurement.

Pursuant to SMC 2.04.100, the Mayor or her designate, may make emergency procurements consistent with the provisions of SMC 7.06.180. The condition and situation described herein presents a real and immediate threat to the proper performance of essential functions and will likely result in material loss to property, bodily injury, and/or loss of life if immediate action is not taken.

Section 3 – Effective Date.

This Declaration shall be in full force and effect upon signature and shall continue until terminated.

Section 4– Ratification.

This emergency declaration shall be submitted to the City Council for ratification pursuant to SMC 2.04.060.

DATED this 18 of February, 2021.

Nadine Woodward
Mayor Nadine Woodward

Attest:

Veni Hefesto
City Clerk

Approved as to form:

Michael C. Gandy
City Attorney

Date of Publication: February 24, 2021

Effective Date: February 18, 2021



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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

OPR 2021-0698

Renews #**Cross Ref #**RES 2021-0015,
OPR 2021-0641,
OPR 2021-0699**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

KYLE TWOHIG 625-6152

Project #

2021097

Contact E-Mail

KTWOHIG@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0370 - CLARKE AVE LANDSLIDE RIVERSIDE ELMS CONDO REIMBURSEMENT AGREEMENT

Agenda Wording

Reimbursement Agreement, Deed of Trust, and Promissory Note between Riverside Elms Condominium Association and the City of Spokane to reimburse the City for landslide mitigation at 1828 W. Riverside Avenue related to the Clarke Avenue Landslide.

Summary (Background)

The Clarke Avenue landslide affected both City-owned property and adjacent private properties. This reimbursement agreement provides for reimbursement to the City of Spokane for mitigation work done at 1828 W. Riverside (parcel 25134.3348) and outlines repayment over a period of sixty months. Total reimbursement - \$220,000.00.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ \$220,000.00

0370-95163-99999-34410-99999

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

PIES 9/27

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

jgraff@spokanecity.org

ddaniels@spokanecity.org

ktwohig@spokanecity.org

REIMBURSEMENT AGREEMENT

THIS Agreement ("**Agreement**") is entered into this ____ day of October, 2021, by and between the City of Spokane, a municipal corporation of the State of Washington (the "**City**") and Riverside Elms Condominium Association, a Washington State Nonprofit Corporation, as Property Owner (the "**Property Owner**"), collectively referred to hereinafter as the "**Parties**."

WHEREAS, Property Owner is the owner of certain real property located at 1828 W. Riverside, in the City of Spokane, Spokane County, Washington, Spokane County Tax Parcel No. 25134.3348 legally described as follows (the "Property"):

Units 101, 102, 201, 202, 301, 302, 401, and 402, RIVERSIDE ELMS, according to the Declaration thereof recorded under Auditor's File No. 5455331 and any amendments thereto, said Units is located on Survey map and plans filed in Volume 8 of Condominiums, Pages 54 and 55, in the City and County of Spokane, State of Washington, situated in the City and County of Spokane, Washington;
and

WHEREAS, the Property is adjacent to Spokane County Tax Parcel Nos. 25134.3206 and 25134.3205, both of which slope steeply downward toward W. Clarke Avenue below ("Elmer Properties"); and

WHEREAS, the City of Spokane also owns certain real property located adjacent and slightly north of the property owned by Property Owners, identified as Spokane County Tax Parcel No. 25134.3204 ("City Property"); and

WHEREAS, in January 2021, the Spokane Region sustained a severe storm event of several days of heavy rain followed by extreme winds, upwards of 70 mph. As a result of this extraordinary storm event, there was significant damage with uprooted trees from the saturated soil causing a subsurface landslide to occur on the Elmer Properties and City Property; and

WHEREAS, the landslide damaged the retaining wall protecting the public roadway and sidewalk adjoining the Elmer Property, and the Property Owner is concerned about impacts of this naturally occurring landslide to the Property's lateral and subjacent support; and

WHEREAS, the City has retained a contractor, LaRiviere, Inc. to perform the Work under City Contract No. 2021-0641 (Emergency Landslide Abatement) and OPR 2020-0646 (South Gorge Trail – Phase 2); and

WHEREAS, immediately following the landslide, the City performed emergency work to slow the rate of the slide movement and reinforce the retaining wall; and

WHEREAS, the City retained GeoEngineers, Inc. to evaluate the situation and to provide recommendations for stabilizing the landslide area and their findings and recommendations are set forth in their draft Basis of Design Report, Clarke Avenue Landslide Mitigation, Spokane, Washington, dated September 28, 2021, the contents of which are incorporated hereby by reference ("Geo Report"); and

WHEREAS, the Geo Report notes that the landslide, which occurred on both the Property and the City Property, is moving as a single mass, and indicates that successful mitigation method for the landslide requires that the entire landslide be addressed as a unit and further indicates that failure to do so would result in an increased risk that future slope movement in the unmitigated area would extend onto the boundary of the mitigated area; and

WHEREAS, the Geo Report indicates that the preferred mitigation approach consists of a combination of soil nail reinforcement with a mechanically stabilized earth (MSE) retaining wall to buttress the base of the slope; the soil nails will anchor Tecco mesh stabilization on the surface of the landslide; Geotextile also will be placed between the ground surface and the mesh to reduce the potential for soil erosion through the mesh; the soil nails will be installed using "top down" construction which will support excavation of lower portion of the landslide to remove the clay layer and provide room for geogrid reinforcement for the subsequent MSE retaining wall; the soil excavated during soil nail installation will be replaced as a soil buttress and in the reinforced zone of the MSE retaining wall; once complete, the wall backfill will extend up the slope, covering most of the mesh and soil nails (cumulatively the "Work"); and

WHEREAS, Property Owner has asked the City to complete Work on the Elmer Properties and City Property in order to decrease risk of damage to the Property and structures thereon, and hereby agrees to reimburse the City for the costs associated with said Work subject to the terms of this Agreement; and

WHEREAS, the Parties wish to enter into this Agreement to address the allocation of costs of completing the Work in order to expeditiously resolve the issues resulting from the landslide in order to decrease risk of further damage to their respective properties and/or adjacent public right of way; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Owner requests and the City agrees to cause the Work (as described herein above and more specifically in the Geo Report) to be completed, subject to the terms of this Agreement.

2. Property Owner hereby agrees to pay to the City, an amount not to exceed Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) as Property Owner's agreed upon share of the cost of the Work. The Parties agree Property Owner shall make an initial payment of Twenty-Four Thousand and 00/100 Dollars (\$24,000) within 30 days of signature of this Agreement. The remaining sum shall be calculated within 90 days of completion of Work and shall be paid to the City in monthly installments on the 20th day of each month, commencing on November 20, 2021, for a term of sixty (60) months, in monthly installments of THREE THOUSAND TWO HUNDRED SIXTY-SIX AND 67/100 DOLLARS (\$3,266.67). All payment shall be made in lawful money of the United States, at the following address:

The City of Spokane
Utility Billing Department
808 W Spokane Falls Blvd,
Spokane, WA 99201

Or such other address as the City may designate from time to time. Any amounts remaining unpaid shall be absolutely due and payable on November 20, 2026 (the "Maturity Date").

3. The foregoing payment obligation shall be absolute and shall be performed by Property Owner irrespective of the existence of any claim, setoff, defense or other rights which Property Owner may otherwise have against the City. The foregoing payment obligation is secured by that certain Deed of Trust of even date herewith executed by Property Owner, as Grantor, to a trustee for the benefit of the City.

4. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion. The Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and it may be amended only by a written instrument signed by the parties. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, assigns, successors in interest and transferees. If any provision of this Agreement is found to be unenforceable or in violation of public policy, the remainder of the Agreement shall continue in full force and effect. Except as otherwise specifically provided, none of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

6. The Parties warrant that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection with this Agreement, and that this Agreement constitutes the complete and entire agreement between Property Owner and the City.

7. The Parties enter into this Agreement freely and voluntarily and with and upon the advice of counsel.

8. Property Owner acknowledges and agrees that the Work described in this Agreement represents the most reasonable and prudent method of preserving lateral and subjacent support in the vicinity of the Property and of decreasing the risk of damage to the Property and structures thereon. Property owner acknowledges and agrees that the City's commitment under this Agreement to cause the Work to be completed does not create or impose upon the City any standard or duty of care toward Property Owner, all of which are hereby disclaimed.

9. The City's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by the City other than those contained in this Agreement. Property Owner hereby waives any and all warranties, express or implied, with respect to the Work or which may exist by operation of law or in equity.

10. The undersigned expressly represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of Property Owners and the City for the purpose of binding that Party to the terms and conditions of this Agreement, and binding that Party's respective members, managers, parents, subsidiaries and affiliates, predecessors and successors, officers, directors, employees, and assigns.

11. The Parties agree that this Agreement may be executed in counterparts. The Parties further agree that a copy or facsimile reproduction of a signature shall have the same force and effect and be deemed the equivalent to an original.

The undersigned states that s/he has carefully read the foregoing release and knows the contents thereof and signs the same as her/his own free act.

DATED this _____ day of October 2021.

(CAUTION – READ BEFORE SIGNING)

RIVERSIDE ELMS CONDOMINIUM ASSOCIATION

By: _____

Print Name: _____

Title: _____

STATE OF WASHINGTON)
)ss:
County of Spokane)

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED _____, 2021.

NOTARY PUBLIC in and for the State of Washington
My appointment expires: _____

The undersigned states that s/he has carefully read the foregoing release and knows the contents thereof, and signs the same as her/his own free act.

DATED this _____ day of October, 2021.

(CAUTION – READ BEFORE SIGNING)

CITY OF SPOKANE

By: _____

Print Name: _____

Title: _____

STATE OF WASHINGTON)
)ss:
County of Spokane)

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED _____, 2021.

NOTARY PUBLIC in and for the State of Washington
My appointment expires: _____

Approved as to form:

Assistant City Attorney

When recorded return to:
CITY OF SPOKANE
ATT: CITY ATTORNEY'S OFFICE
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST, made this _____ day of October 2021 between

Randall L. Fewel, as his separate property as to his 12.50% interest as it may appear; Howard James Schoepflin and Nancy Faye Sloane Schoepflin, Husband and Wife as to their 12.50% interest as it may appear; Daniel A. Butler and Virginia M. Butler, Husband and Wife, who also appear of record as Daniel Butler and Virginia Butler, Husband and Wife as to their 25.00% interest as it may appear; Douglas E. Kearsley and Patricia A. Kearsley, Husband and Wife as to their 12.50% interest as it may appear; Russell LeSage and Marianne LeSage, Husband and Wife as to their 12.50% interest as it may appear; Mary Jean Herda and John Herda, Wife and Husband as to their 12.50% interest as it may appear; and Christina B. Sceva, as her separate property as to her 12.50% interest as it may appear

as GRANTOR(S), whose address is **1828 West Riverside Avenue, Spokane, Washington 99201**

and

SPOKANE COUNTY TITLE CO.
as TRUSTEE,

whose address is **1010 North Normandie Street, Spokane, Washington 99201**

and

CITY OF SPOKANE, a Municipal Corporation

as BENEFICIARY, whose address is **808 West Spokane Falls Boulevard, Spokane, Washington 99201**

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Spokane County, Washington:

Units 101, 102, 201, 202, 301, 302, 401, and 402, RIVERSIDE ELMS, according to the Declaration thereof recorded under Auditor's File No. 5455331 and any amendments thereto, said Units is located on Survey map and plans filed in Volume 8 of Condominiums, Pages 54 and 55, in the City and Count of Spokane, State of Washington.

As to each of their 12.50% interest.

Commonly Known as: 1828 West Riverside Avenue, Unit 101, Unit 102, Unit 201, Unit 202, Unit 301, Unit 302, Unit 401, and Unit 402, Spokane, WA 99201

Tax Parcel Number(s): 25134.3340, 25134.3341, 25134.3342, 25134.3343, 25134.3344, 25134.3345, 25134.3346, and 25134.3347

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00)** without interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Beneficiary's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.) As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

Grantor initials

Beneficiary initials

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Randall L. Fewel

Christina B. Sceva

Howard James Schoepflin

Nancy Faye Sloane Schoepflin

Daniel A. Butler

Virginia M. Butler

Douglas E. Kearsley

Patricia A. Kearsley

Russell LeSage

Marianne LeSage

Mary Jean Herda

John Herda

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Randall L. Fewel** is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the _____ day of _____, 2021.

Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Howard James Schoepflin and Nancy Faye Sloane Schoepflin** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the _____ day of _____, 2021.

Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Daniel A. Butler and Virginia M. Butler** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the _____ day of _____, 2021.

Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Douglas E. Kearsley and Patricia A. Kearsley** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in this instrument

Witness my hand and official seal hereto affixed the _____ day of _____, 2021.

Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Russell LeSage and Marianne LeSage** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the _____ day of _____, 2021.

Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Mary Jean Herda and John Herda** are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the _____ day of _____, 2021.

Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

STATE OF WASHINGTON)
)ss.
County of Spokane)

I certify that I know or have satisfactory evidence that **Christina Sceva** is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the purposes mentioned in this instrument

Witness my hand and official seal hereto affixed the _____ day of _____, 2021.

Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____

PROMISSORY NOTE

\$220,000.00

October _____, 2021
Date

Spokane, Washington
City, State

FOR VALUE RECEIVED, **Randall L. Fewel**, as his separate property as to his **12.50%** interest, **Howard James Schoepflin and Nancy Faye Sloane Schoepflin**, husband and wife as their **12.50%** interest, **Daniel A. Butler and Virginia M. Butler**, husband and wife as to their **25.00%** interest, **Douglas E. Kearsley and Patricia A. Kearsley**, husband and wife as to their **12.50%** interest, **Russell LeSage and Marianne LeSage**, husband and wife as to their **12.50%** interest, **Mary Jean Herda and John Herda**, wife and husband as to their **12.50%** interest, and **Christina B. Sceva**, as her separate property as to her **12.50%** interest, hereinafter "Maker" promises to pay to **CITY OF SPOKANE**, a Municipal corporation, hereinafter "Holder" or order at **City of Spokane, 808 West Spokane Falls, Spokane, WA 99201**, or other such place as may be designated by the Holder from time to time, the principal sum of not to exceed **TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$220,000.00)**, with/without interest as follows:

1. INSTALLMENT PAYMENTS: Maker shall pay, (check one)

a. ☐ **NO INSTALLMENTS.** No installment payments are required.

b. ☒ **PRINCIPAL INSTALLMENTS** of THREE THOUSAND TWO HUNDRED SIXTY-SIX AND 67/100 DOLLARS **(\$3,266.67)**. See other below regarding initial one-time payment.

c. ☐ **INTEREST ONLY PAYMENTS** on the outstanding principal balance.

(The following must be completed if "b" or "c" is checked)

The installment payments shall begin on the **20th** Day of **November 2021**,

and shall continue on the **20th** day of each succeeding: (check one)

(X) calendar month ☐ third calendar month ☐ sixth calendar month ☐ twelfth calendar month

(X) Other: A ONE TIME PAYMENT OF **TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00)** IS DUE WITHIN 30 DAYS OF THIS SIGNED AGREEMENT, or **December 15, 2021**. The remaining balance shall be paid to the City in equal monthly installments as indicated above.

2. **DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on **20th** day of **November, 2026**.
3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of twelve percent (%) per annum (18% if not filled in) OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.
4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
7. **LATE CHARGE:** If Holder receives any installment payment more than 15 days (15 days if not filled in) after its due date, then a late payment charge of \$, or percent (%) of the installment payment (5% of the installment payment if neither is filled in) shall be added to the scheduled payment.
8. **DUE ON SALE: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

Maker (Initials)

Holder (Initials)

9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.

- 10. ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
- 11. WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.
- 12. NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
- 13. SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
- 14. INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
- 15. CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
- 16. EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
- 17. COMMERCIAL PROPERTY: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

Maker (Initials)

Holder (Initials)

ORAL AGREEMENTS: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

- 18. DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

19. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ **NONE**

OR

b. ☐ **As set forth on the attached "Exhibit A" which is incorporated by this reference.**

(Note: If neither a or b is checked, then option "a" applies)

20. THIS NOTE IS SECURED BY ☒ DEED OF TRUST, ☐ MORTGAGE, ☐ _____ OF EVEN DATE.

Maker (signatures)

Randall L. Fewel

Christina B. Sceva

Howard James Schoepflin

Nancy Faye Sloane Schoepflin

Daniel A. Butler

Virginia M. Butler

Douglas E. Kearsley

Patricia A. Kearsley

Russell LeSage

Marianne LeSage

Mary Jean Herda

John Herda

Maker's address for all notices given by Holder under this Note: **1828 West Riverside Avenue, Units 101, 102, 201, 202, 301, 302, 401, and 402, Spokane, Washington 99201**

DO NOT DESTROY THIS NOTE

WHEN PAID this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

OPR 2021-0699

Renews #**Cross Ref #**RES 2021-0015,
OPR 2021-0698,
OPR 2021-0641**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

KYLE TWOHIG 625-6152

Project #

2021097

Contact E-Mail

KTWOHIG@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**0370 - CLARKE AVE EMERGENCY LANDSLIDE ELMER REIMBURSEMENT
AGREEMENT**Agenda Wording**

Reimbursement Agreement, Deed of Trust, and Promissory Note between James and Sue Elmer and the City of Spokane to reimburse the City for landslide mitigation at 1905 and 1909 W. Clarke Ave. related to the Clarke Avenue Landslide.

Summary (Background)

The Clarke Avenue landslide affected both City-owned property and adjacent private properties. This reimbursement agreement provides for reimbursement to the City of Spokane for mitigation work done at 1905 and 1909 W. Clarke Ave. (parcels 25134.3205 and 25134.3206) and outlines repayment over a period of sixty months. Total reimbursement - \$80,000.00.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ \$80,000

0370-95163-99999-34410-99999

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session\Other

PIES 9/27

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

jgraff@spokanecity.org

ddaniels@spokanecity.org

ktwohig@spokanecity.org

When recorded return to:
CITY OF SPOKANE
ATT: CITY ATTORNEY'S OFFICE
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201

DEED OF TRUST
(For use in the State of Washington only)

THIS DEED OF TRUST, made this 19th day of October 2021 between

JAMES W. ELMER AND SUE ELMER, husband and wife,

as GRANTOR(S), whose address is **1101 East Boyd Avenue Coeur d'Alene, Idaho 83814.**

and

FIRST AMERICAN TITLE INSURANCE COMPANY
as TRUSTEE,

whose address is **40 East Spokane Falls Boulevard, Spokane, Washington 99202**

and

CITY OF SPOKANE, a Municipal Corporation

as BENEFICIARY, whose address is **808 West Spokane Falls Boulevard, Spokane, Washington 99201**

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Spokane County, Washington:

Lots 20, 21, and 22, Block 5, RIVERSIDE WEST FIRST ADDITION, according to plat recorded in Volume "C" of Plats, Page 50, in the City of Spokane, Spokane County, Washington.

Commonly Known as: 1905 and 1909 West Clarke Avenue, Spokane, WA

Tax Parcel Number(s): **25134.3205 and 25134.3206**

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)** without interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Beneficiary's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. NO FURTHER ENCUMBRANCES: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.) As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

JWE by SE as POA
Grantor initials

Beneficiary initials

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable

Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

James W. Elmer by Sue Elmer
JAMES W. ELMER Sue Elmer
POA SUE ELMER

STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.

I certify that I know or have satisfactory evidence that Sue Elmer is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/19/21



Jillann Hansen
Notary Public in and for the State of
Washington, Residing at: Spokane
My appointment expires: 6.17.2023

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: 10/19/21

James W. Elmer by
Sue Elmer, POA

PROMISSORY NOTE

\$80,000.00

October 19th, 2021
Date

Spokane, Washington
City, State

FOR VALUE RECEIVED, **JAMES W. ELMER AND SUE ELMER, husband and wife**, hereinafter "Maker" promises to pay to **CITY OF SPOKANE**, a Municipal corporation, hereinafter "Holder" or order at **City of Spokane, 808 West Spokane Falls, Spokane, WA 99201**, or other such place as may be designated by the Holder from time to time, the principal sum of **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)**, with/without interest as follows:

1. INSTALLMENT PAYMENTS: Maker shall pay, (check one)

- a. ☐ **NO INSTALLMENTS.** No installment payments are required.
- b. ☒ **PRINCIPAL INSTALLMENTS** of ONE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 DOLLARS **(\$1,333.34)**.
- c. ☐ **INTEREST ONLY PAYMENTS** on the outstanding principal balance.

(The following must be completed if "b" or "c" is checked)

The installment payments shall begin on the 20th Day of November 2021,

and shall continue on the 20th day of each succeeding: (check one)

☒ calendar month ☐ third calendar month ☐ sixth calendar month ☐ twelfth calendar month

☐ Other: _____

- 2. DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on 20th day of November, 2026.
- 3. DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of twelve percent (%) per annum (18% if not filled in)

OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.

4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
7. **LATE CHARGE:** If Holder receives any installment payment more than 15 days (15 days if not filled in) after its due date, then a late payment charge of \$_____, or _____ percent (_____%) of the installment payment (5% of the installment payment if neither is filled in) shall be added to the scheduled payment.
8. **DUE ON SALE: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

James W. Elmer by

Maker (Initials)
James W. Elmer, POA

Holder (Initials)

9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within _____ days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.
10. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
11. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

- 12. NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
- 13. SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
- 14. INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
- 15. CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
- 16. EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
- 17. COMMERCIAL PROPERTY: (OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note)** Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

*James Elmer by
Sue Elmer, POA*

Maker (Initials)

Holder (Initials)

ORAL AGREEMENTS: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

- 18. DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

19. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither a or b is checked, then option "a" applies)

20. THIS NOTE IS SECURED BY ☒ DEED OF TRUST, ☐ MORTGAGE, ☐
_____ OF EVEN DATE.

Maker (signatures)

Sue Elmer POA
for James Elmer

Maker's address for all notices given by Holder under this Note: 1101 East Boyd Avenue
Coeur d'Alene, Idaho 83814.

DO NOT DESTROY THIS NOTE

WHEN PAID this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is entered into this 19th day of October, 2021, by and between the City of Spokane, a municipal corporation of the State of Washington (the "**City**"), and JAMES W. ELMER and SUE ELMER, husband and wife, as Property Owner (the "**Property Owner**"), collectively referred to hereinafter as the "**Parties**."

WHEREAS, Property Owner is the owner of certain real property located at 1905 and 1909 Clarke Avenue, in the City of Spokane, Spokane County, Washington, Spokane County Parcel No. 25134.3205 and No. 25134.3206 legally described as follows (the "Property"):

Lots 20, 21, and 22, Block 5, RIVERSIDE WEST FIRST ADDITION, according to plat recorded in Volume "C" of Plats, Page 50, in the City of Spokane, Spokane County, Washington.

Commonly Known as: 1905 and 1909 West Clarke Avenue, Spokane, WA

Tax Parcel Number(s): 25134.3205 and 25134.3206, situated in the City and County of Spokane, Washington;

and

WHEREAS, the City of Spokane owns certain real property located adjacent and to the Property, identified as Spokane County Tax Parcel No. 25134.3204 ("City Property"); and

WHEREAS, in January 2021, the Spokane Region sustained a severe storm event of several days of heavy rain followed by extreme winds, upwards of 70 mph. As a result of this storm event, there was significant damage with uprooted trees from the saturated soil causing a subsurface landslide to occur on the Property and City Property; and

WHEREAS, the landslide damaged the retaining wall protecting the public roadway and sidewalk adjoining the Property, and the resulting instability endangers public safety and the lateral and subjacent support of other properties in the vicinity; and

WHEREAS, immediately following the landslide, the City performed emergency work to slow the rate of the slide movement and reinforce the retaining wall; and

WHEREAS, the City retained GeoEngineers, Inc. to evaluate the situation and to provide recommendations for stabilizing the landslide area and their findings and recommendations are set forth in their draft Basis of Design Report, Clarke Avenue Landslide Mitigation, Spokane, Washington, dated September 28, 2021, the contents of which are incorporated hereby by reference ("Geo Report"); and

WHEREAS, the Geo Report notes that the landslide, which occurred on both the Property and the City Property, is moving as a single mass, and indicates that successful mitigation method for the landslide requires that the entire landslide be addressed as a unit and further indicates that failure to do so would result in an increased risk that future slope movement in the unmitigated area would extend onto the boundary of the mitigated area; and

WHEREAS, the Geo Report indicates that the preferred mitigation approach consists of a combination of soil nail reinforcement with a mechanically stabilized earth (MSE) retaining wall to buttress the base of the slope; the soil nails will anchor Tecco mesh stabilization on the surface of the landslide; Geotextile also will be placed between the ground surface and the mesh to reduce the potential for soil erosion through the mesh; the soil nails will be installed using "top down" construction which will support excavation of lower portion of the landslide to remove the clay layer and provide room for geogrid reinforcement for the subsequent MSE retaining wall; the soil excavated during soil nail installation will be replaced as a soil buttress and in the reinforced zone of the MSE retaining wall; once complete, the wall backfill will extend up the slope, covering most of the mesh and soil nails (cumulatively the "Work"); and

WHEREAS, Property Owner has asked the City to repair the slide damage to the Property concurrently with the Work and hereby agrees to reimburse the City for the costs associated with completing the Work on the Property subject to the terms of this Agreement; and

WHEREAS, the City has retained a contractor, LaRiviere, Inc. to perform the Work under City Contract No. 2021-0641 (Emergency Landslide Abatement) and OPR 2020-0646 (South Gorge Trail – Phase 2); and

WHEREAS, the Parties wish to enter into this Agreement to address the allocation of costs of completing the Work in order to expeditiously resolve the issues resulting from the landslide in order to avoid further damage to their respective properties and/or the adjacent public right of way; and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property Owner requests and the City agrees to cause the Work (as described herein above and more specifically in the Geo Report, and as limited by Property Owner in Section 2 below) to be completed on the Property, subject to the terms of this Agreement.
2. Property Owner grants the City permission to enter the Property in order to perform the Work.

3. Property Owner hereby agrees to pay to the City Eighty Thousand and 00/100 Dollars (\$80,000.00) as Property Owner's share of the cost of the Work. The foregoing sum shall be paid to the City in monthly installments on the 20th day of each month, commencing on November 20, 2021, for a term of sixty (60) months, in monthly installments of ONE THOUSAND THREE HUNDRED THIRTY-THREE AND 34/100 DOLLARS (\$1,333.34). All payment shall be made in lawful money of the United States, at the following address:

The City of Spokane
Utility Billing Department
808 W Spokane Falls Blvd
Spokane, WA 99201

Or such other address as the City may designate from time to time. Any amounts remaining unpaid shall be absolutely due and payable on November 20, 2026 (the "Maturity Date").

4. The foregoing payment obligation shall be absolute and shall be performed by Property Owner irrespective of the existence of any claim, setoff, defense or other rights which Property Owner may otherwise have against the City. The foregoing payment obligation is secured by that certain Deed of Trust of even date herewith executed by Property Owner, as Grantor, to a trustee for the benefit of the City.

5. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion. The Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and it may be amended only by a written instrument signed by the parties. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, assigns, successors in interest and transferees. If any provision of this Agreement is found to be unenforceable or in violation of public policy, the remainder of the Agreement shall continue in full force and effect. Except as otherwise specifically provided, none of the provisions of this Agreement shall be for the benefit of or enforceable by a third party.

6. The Parties warrant that no promise, inducement, or agreement not expressly stated in this Agreement has been made in connection with this Agreement, and that this Agreement constitutes the complete and entire agreement between Property Owner and the City.

7. The Parties enter into this Agreement freely and voluntarily and with and upon the advice of counsel.

8. Property Owner acknowledges and agrees that the Work described in this Agreement represents the most reasonable and prudent method of preserving lateral and subjacent support in the vicinity of the Property and of decreasing the risk of

damage to the Property and structures thereon. Property owner acknowledges and agrees that the City's commitment under this Agreement to cause the Work to be completed does not create or impose upon the City any standard or duty of care towards Property Owner, all of which are hereby disclaimed.

9. The City's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by the City other than those contained in this Agreement. Property Owner hereby waives any and all warranties, express or implied, with respect to the Work or which may exist by operation of law or in equity.

10. The undersigned expressly represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of Property Owner and the City for the purpose of binding that Party to the terms and conditions of this Agreement, and binding that Party's respective members, managers, parents, subsidiaries and affiliates, predecessors and successors, officers, directors, employees, and assigns.

11. The Parties agree that this Agreement may be executed in counterparts. The Parties further agree that a copy or facsimile reproduction of a signature shall have the same force and effect and be deemed the equivalent to an original.

The undersigned states that s/he has carefully read the foregoing release and knows the contents thereof and signs the same as her/his own free act.

DATED this 19th day of October 2021.

(CAUTION – READ BEFORE SIGNING)

JAMES ELMER

By: James Elmer, by Sue Elmer, POA

Print Name: James W. Elmer

Title: Owner

SUE ELMER

By: Sue Elmer

Print Name: Sue Elmer

Title: Owner

STATE OF WASHINGTON)
)ss:
County of Spokane)

I hereby certify that I know or have satisfactory evidence that Sue Eimer is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED October 19th, 2021.



Jillann Hansen

NOTARY PUBLIC in and for the State of Washington

My appointment expires: 6-17-2023

STATE OF WASHINGTON)
)ss:
County of Spokane)

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED _____, 2021.

NOTARY PUBLIC in and for the State of Washington

My appointment expires: _____

CITY OF SPOKANE

By: _____

Print Name: _____

Title: _____

STATE OF WASHINGTON)
)ss:
County of Spokane)

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me and on oath acknowledged he/she signed this document and acknowledged it to be his/her free and voluntary act for the uses and purposes set forth in this instrument.

DATED _____, 2021.

NOTARY PUBLIC in and for the State of Washington

My appointment expires: _____

Approved as to form:

Assistant City Attorney

WHEN RECORDED PLEASE RETURN TO:

**GENERAL POWER OF ATTORNEY
WITH DURABLE PROVISIONS**

I, JAMES W. ELMER, the undersigned, of Spokane, Washington, do hereby make, constitute and appoint my spouse SUE ANNE ELMER, of Spokane, Washington, my true and lawful Attorney-in-Fact, as authorized by RCW Chapter 11.94, as a fiduciary to act for me and in my name, place and stead, and on my behalf, on the following terms and conditions:

1. Duration. This Power of Attorney becomes effective immediately upon execution of this document and shall remain in effect to the extent permitted in RCW Chapter 11.94, or until revoked, notwithstanding any uncertainty as to whether the principal is dead or alive. This Power of Attorney shall not be affected by the disability of the principal.

2. Powers. My Attorney-in-Fact shall have full power to exercise or perform any act, power, duty, right, or obligation whatsoever that I may now have or hereafter acquire, in connection with, arising from, or related to any person, item, transaction, property (real or personal, tangible or intangible), or matter whatsoever.

Without limiting the foregoing powers but in extending and/or specifying some of such powers, be it known that my Attorney-in-Fact is hereby authorized:

a. To sell, lease, rent, exchange, mortgage and otherwise deal in and with any and all property, real and personal, belonging to me the same as if he or she were the absolute owner thereof and the authority to sign and deliver any and all deeds, conveyances and other instruments in furtherance thereof;

b. To deposit in or withdraw from any banks, savings and loan association, trust company, or other financial institution any funds, checks, certificates of deposit, or other credits which I now own or subsequently may have on deposit or to which I may be entitled;

c. To endorse, cash and receive the proceeds of any checks, vouchers, certificates of deposit, or other instruments for the payment of money;

d. To have access for all purposes to any and all safety deposit boxes or vaults rented in my name with full power to remove at any time, or from time to time, all or any part of the contents of any such box or vault;

e. To act as my attorney or proxy with respect to any shares of stock, bonds, or other investments including any and all interest in life insurance policies that I may own or have an interest in, which I now hold or subsequently acquire;

f. To have full authority to act with respect to any account maintained with any securities broker by me;

g. To provide for my support, maintenance, health, emergencies and urgent necessities as fully as I could provide or direct, including securing the services of doctors, dentists, medical support personnel, hospital, nursing, convalescent and retirement home care;

h. To request designation as "Representative Payee" as may be necessary for Social Security or Medicare purposes;

i. To provide informed consent for any and all health care decisions on my behalf.

j. To sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind necessary and convenient, containing such terms and conditions and such warranties and covenants, if any, as may be necessary to accomplish any of the powers granted to my Attorney-in-Fact.

k. To make gifts of my assets to my beneficiaries as described in my Last Will and Testament then in effect, for purposes of reducing estate taxes that might otherwise become due. In this regard, only gifts which are consistent with my dispositive plan as set forth in my Will shall be valid.

3. Revocation. This power of attorney may be revoked, suspended, or terminated by me by giving written notice to my Attorney-in-Fact.

4. Termination.

a. By Appointment of Guardian. The appointment of a guardian of my estate vests in the guardian, with court approval, the power to revoke, suspend or terminate this power of attorney. The appointment of a guardian of my person does not so empower the guardian to revoke, suspend or terminate this power of attorney. To the extent that protective proceedings for my person or estate are

hereafter commenced, I hereby nominate my Attorney-in-Fact for consideration by the Court to be appointed as said guardian of my person and/or estate.

b. By Death. My death shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the Attorney-in-Fact.

5. Accounting. My Attorney-in-Fact shall be required to account to any subsequently appointed personal representative or guardian, or, upon revocation by me, to me.

6. Reliance. All persons dealing with my Attorney-in-Fact shall be entitled to presume that this power has become effective and remains effective without proof beyond this Power of Attorney and shall be entitled to rely on the power of attorney so long as the person relying thereupon has no actual knowledge or actual notice to the contrary nor any actual knowledge or actual notice of any revocation, suspension, or termination of the power of attorney by death or otherwise.

My Attorney-in-Fact shall be entitled to rely upon this power of attorney so long as he or she has received no actual knowledge or actual notice of any revocation, suspension or termination by death or otherwise.

Any action so taken, unless otherwise invalid or unenforceable, shall be binding on my heirs, devisees, legatees or personal representatives of the principal.

7. Indemnity. My estate and I shall indemnify and hold my Attorney-in-Fact, including any successor Attorney-in-Fact, harmless from all liability for acts done in good faith and not fraudulent as to me. My Attorney-in-Fact shall, when acting, be responsible as a fiduciary.

8. Applicable Law. The laws of the state of Washington shall govern this power of attorney. All masculine pronouns include the corresponding female or neuter pronouns, and the plural shall include the singular.

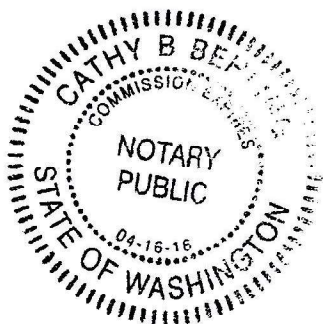
9. Successor Attorney-in-Fact. If for any reason the foregoing Attorney-in-Fact becomes unable or unwilling to act, I hereby designate my daughter CAROLYN LINEBACK as successor Attorney-in-Fact, provided, however, that this designation of successor Attorney-in-Fact shall only be effective if the undersigned is incapacitated as defined in Paragraph 10 herein. If for any reason the foregoing Attorney-in-Fact becomes unable or unwilling to act, I hereby designate my daughter CHRISTINA MORRIS as successor Attorney-in-Fact, provided, however, that this designation of successor Attorney-in-Fact shall only be effective if the undersigned is incapacitated as defined in Paragraph 10 herein. If for any reason the foregoing Attorney-in-Fact

Execution. This power of attorney is signed on this 15 day of May, 2013 to become effective as set forth herein.

JAMES W. ELMER

On this day personally appeared before me JAMES W. ELMER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of May, 2013.



Cathy B. Behr
Notary Public in and for the State of
Washington, residing at Spokane.
My Appointment Expires: 4-16-16

**STATEMENT OF WITNESSES TO THE
GENERAL POWER OF ATTORNEY OF
JAMES W. ELMER**

Each of the undersigned states, on this 15th day of May, 2013 as follows:

Witnesses. I am over 18 years of age and competent to be a witness to this Power of Attorney of the principal named above, who is personally known to me.

Principal's Action. The principal, in my presence and in the presence of the other witness whose signature or mark appears with mine below, signed or made his mark on the foregoing instrument and requested that I and the other witness act as witnesses to this Power of Attorney and make this Statement.

Principal's Competency. I believe that at the time of the principal's previously mentioned signing and request the principal was of sound mind and was not acting under any duress, menace, fraud, undue influence or misrepresentation.

Witnesses' Action. The other witness and I, in the presence of the principal and of each other, now affix our signatures as witnesses to this Power of Attorney of the principal and make this Statement.

Kathy Wamble
Witness

Residing at

13610 E. 12th
Spokane, Washington

Alan H.
Witness

Residing at

4360 S. Gray St.
Spokane, Washington

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

ORD C36123

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

ACCOUNTING

Contact Name/Phone

MICHELLE MURRAY X6320

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

5600 - SBO FOR ACCOUNTING SALARY SAVINGS

Agenda Wording

Action to approve the use of salary savings for contractual services to place temporary/seasonal employees while in the process of hiring for two fulltime positions.

Summary (Background)

The Accounting Department has had some recent promotions and retirements leaving 3 Accounting Clerk vacancies that are very critical to the operations data entry, payroll, reconciliations, payment batching and processing. This contract is temporary but necessary to backfill these positions during the Civil Service process.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ (20,000)

5600-76330-14230-01060-99999

Expense \$ (19,000)

5600-76310-14230-01060-99999

Expense \$ (6,000)

5600-30210-14230-08490-99999

Expense \$ 45,000

5600-30210-14230-54201-99999

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

MURRAY, MICHELLE

Study Session\Other

F&A 10-18-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

bwilkerson@spokanecity.org;
mcarlos@spokanecity.org**For the Mayor**

ORMSBY, MICHAEL

mmurray@spokanecity.org; cbaird@spokanecity.org

Additional Approvals

twallace@spokanecity.org; pingiosi@spokanecity.org

Purchasing

jstratton@spokanecity.org; jmiller@spokanecity.org

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

ddaniels@spokanecity.org; ablain@spokanecity.org

Briefing Paper

FINANCE AND ADMINISTRATION

Division & Department:	City Council
Subject:	SBO for Accounting Salary Savings
Date:	9/24/21
Contact (email & phone):	Michelle Murray mmurray@spokanecity.org 509-625-6320
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Michelle Murray
Committee(s) Impacted:	Public Safety Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Action to approve the use of salary savings for contractual services to place temporary/seasonal employees while in the process of hiring for two fulltime positions
Background/History:	
The Accounting Department has had some recent promotions and retirements leaving 3 Accounting Clerk vacancies that are very critical to the operations data entry, payroll, reconciliations, payment batching and processing. This is contract is temporary but necessary to backfill these positions during the Civil Service process.	
Budget Impact:	
TOTAL COST:	
Approved in current year budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Annual/Reoccurring expenditure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
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. C36123

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 Accounting 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 Accounting Fund, and the budget annexed thereto with reference to the Accounting Fund, the following changes be made:

- (1) Decrease the appropriation for vacant Accounting Clerk positions by \$ 45,000.
- (2) Increase the appropriation for contractual services by \$ 45,000.
- (A) \$ 45,000 of the increased appropriation in contractual services is provided solely for a contracted temporary/seasonal employee to backfill staff shortages during the hiring process for a full-time position.
- (3) There is no change to the total appropriation level in the Accounting Fund.

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 contractual services in the Accounting Fund, 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:**

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

ORD C36124

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

RETIREMENT

Contact Name/Phone

PHILLIP TENCICK 6336

Project #**Contact E-Mail**

PTENCICK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1985 - SBO FOR VOYA DEFERRED COMP FUND

Agenda Wording

SBO to increase appropriation by \$10,000 solely for advisory technical services.

Summary (Background)

VOYA collects participants fees. These fees are used to pay VOYA administration costs and City of Spokane administrative costs. There was an unforeseen audit of the City's deferred comp accounts by the IRS which added expenses that were not budgeted for in the 2021 budget. This increase would allow for those unexpected expenses.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

TENCICK, PHILLIP

Study Session\Other

10/18/2021

Division Director**Council Sponsor**

Michael Cathcart

Finance

MURRAY, MICHELLE

Distribution List**Legal**

SCHOEDEL, ELIZABETH

cshisler@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

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

INGIOSI, PAUL

ORDINANCE NO. C36124

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 VOYA Defined Contribution 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 Defined Contribution Administration Fund, and the budget annexed thereto with reference to the Defined Contribution Administration Fund, the following changes be made:

- (1) Increase revenue by \$10,000.
- (A) \$10,000 of the increased revenue is from the available cash balance of the fund.
- (2) Increase appropriation by \$10,000.
- (A) \$10,000 of the appropriation is provided to the VOYA Defined Contribution Fund solely for advisory technical services.

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 procure advisory technical services for the VOYA defined contribution plan 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:**

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

ORD C36125

Renews #**Cross Ref #**OPR 2021-0696,
OPR 2021-0256**Submitting Dept**

HOUSING & HUMAN SERVICES

Contact Name/Phone

MARGARET 509-867-8539

Contact E-Mail

MHINSON@SPOKANECITY.ORG

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

Special Budget Ordinance

Requisition #**Agenda Item Name**

1680 - SBO FOR TREASURY RENT ASSISTANCE PROGRAM 2.0 (T-RAP 2.0)

Agenda Wording

CHHS is requesting approval of the attached SBO related to the acceptance of the Commerce Treasury Rent Assistance Grant. This SBO creates budget capacity in order to utilize the funds.

Summary (Background)

These funds are part of the U.S. Department of Treasury \$46 billion response to the COVID-19 pandemic passed through Washington State Dept. of Commerce. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 10,540,405.00

1760-95599-99999-33321-99999

Expense \$ 10,276,895.00

1760-95599-51010-54201-99999

Expense \$ 109,241.00

1760-95599-51030-51991-99999

Expense \$ 38,235.00

1760-95599-51030-52991-99999

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

DAVIS, KIRSTIN

Study Session\Other

Urban Exp. - 10/11/21

Division Director

DAVIS, KIRSTIN

Council Sponsor

CM Stratton

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

mhinson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kmartin@spokanecity.org

Additional Approvals

efinch@spokanecity.org

Purchasing

kdavis@spokanecity.org

MANAGEMENT &

INGIOSI, PAUL

chhsgrants@spokanecity.org

GRANTS,

BROWN, SKYLER

chhsaccounting@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense **\$** 116,034.00

Select **\$**

Budget Account

1760-95599-51030-54992-99999

#

Distribution List

ORDINANCE NO. C36125

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 Emergency Rental Assistance Grant 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 Emergency Rental Assistance Grant Fund, and the budget annexed thereto with reference to the Emergency Rental Assistance Grant Fund, the following changes be made:

- (1) Increase revenue by \$10,540,405.
 - (A) Of the increased revenue, \$10,540,405 is from the Washington State Department of Commerce Treasury Rental Assistance Program to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.
- (2) Increase appropriation by \$10,540,405.
 - (A) Of the increased appropriation, \$10,276,895 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.
 - (B) Of the increased appropriation, \$263,510 is provided solely for the City's administration of the rent assistance program.

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 prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably, 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:
11/01/2021

Date Rec'd	10/21/2021
Clerk's File #	ORD C36126
Renews #	
Cross Ref #	OPR 2021-0697, OPR 2021-0020
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	MARGARET 509-867-8539
Contact E-Mail	MHINSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1680 - SBO FOR TREASURY EMERGENCY RENT ASSISTANCE 2 (ERA 2)

Agenda Wording

CHHS is requesting approval of the attached SBO related to the acceptance of the Treasury Emergency Rent Assistance Grant. This SBO creates budget capacity in order to utilize the funds.

Summary (Background)

The Treasury ERA 2 is a continuation of The U.S. Department of Treasury's response to the COVID-19 disaster. Initially making available \$25 billion in ERA1 funds under the Consolidated Appropriations Act of 2021, ERA2 provides an additional \$21.55 billion under the American Rescue Plan Act of 2021, enacted on March 11, 2021. These funds are intended to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs.

Lease? NO Grant related? YES

Public Works? NO

Fiscal Impact

Budget Account

Revenue	\$ 5,297,865.00	# 1760-95596-99999-33121-99999
Expense	\$ 5,165,418.00	# 1760-95596-51010-54201-99999
Expense	\$ 54,907.00	# 1760-95596-51030-51991-99999
Expense	\$ 19,218.00	# 1760-95596-51030-52991-99999

Approvals

Council Notifications

<u>Dept Head</u>	DAVIS, KIRSTIN	<u>Study Session\Other</u>	F & A - 10/18/2021
<u>Division Director</u>	DAVIS, KIRSTIN	<u>Council Sponsor</u>	CM Wilkerson
<u>Finance</u>	MURRAY, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		mhinson@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL		kmartin@spokanecity.org
<u>Additional Approvals</u>			efinch@spokanecity.org
<u>Purchasing</u>			kdavis@spokanecity.org
<u>MANAGEMENT &</u>	INGIOSI, PAUL		chhsgrants@spokanecity.org
<u>GRANTS,</u>	BROWN, SKYLER		chhsaccounting@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense \$ 58,322.00

Select \$

Budget Account

1760-95596-51030-54992-99999

#

Distribution List

ORDINANCE NO. C36126

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 Emergency Rental Assistance Grant 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 Emergency Rental Assistance Grant Fund, and the budget annexed thereto with reference to the Emergency Rental Assistance Grant Fund, the following changes be made:

- (1) Increase revenue by \$5,297,865.
- (1) Of the increased revenue, \$5,297,865 is from United States Department of Treasury Emergency Rent Assistance Program to continue to prevent evictions by paying rental arrears, current due rent, future rent, utilities and home energy costs, and other housing costs for eligible households due to the COVID-19 pandemic.
- (2) Increase appropriation by \$5,297,865.
- (A) Of the increased appropriation, \$5,165,419 is provided solely for subrecipients awarded through an RFP process to deliver rent assistance funds to the community.
- (B) Of the increased appropriation, \$132,446 is provided solely for the City's administration of the rent assistance program.

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 prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs and distributing funds equitably, 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:**

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

RES 2021-0090

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

HUMAN RESOURCES

Contact Name/PhoneMEGHANN 625-6903
STEINOLFSON**Project #****Contact E-Mail**

MSTEINOLFSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**0620 RESOLUTION APPOINTING CARLY CORTRIGHT AS DIRECTOR OF
NEIGHBORHOOD SVCS**Agenda Wording**

Resolution Appointing Carly Cortright as Director of Neighborhood Services.

Summary (Background)

Resolution Appointing Carly Cortright as Director of Neighborhood Services.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**STEINOLFSON,
MEGHANN**Study Session\Other**Finance Committee
10/18/2021**Division Director**STEINOLFSON,
MEGHANN**Council Sponsor**CM Kinnear & CM
Wilkerson**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

msteinolfson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jquick@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper

Finance & Administration Committee

Division & Department:	Human Resources
Subject:	Council Confirmation of Mayoral Appointee
Date:	October 18, 2021
Contact (email & phone):	Meghann Steinolfson msteinolfson@spokanecity.org 625-6903
City Council Sponsor:	CM Kinnear and CM Wilkerson
Executive Sponsor:	Nadine Woodward, Mayor
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 03.01A.195 Department Head Approval Process SMC 03.01A.355 Neighborhood Services
Strategic Initiative:	21 st Century Workforce
Deadline:	November 1, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Confirm the Appointment of Carly Cortright to Director of Neighborhood Services
Narrative: All administrative department heads shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by City Council SMC 03 01A.195.	
Executive Summary: <u>Appointment of Carly Cortright to Director of Neighborhood Services (SMC 3.01A.355)</u> <ul style="list-style-type: none"> Ms. Cortright has worked for the City of Spokane since 2003 in a variety of roles for the Police Department, and since 2015, My Spokane. Ms. Cortright has been the Director of Customer Experience (My Spokane) since January 2020. In September 2020 Ms. Cortright assumed leadership for the Department of Neighborhood Services in addition to My Spokane. Ms. Cortright was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Neighborhood Services. <ul style="list-style-type: none"> Upon confirmation, Ms. Cortright would vacate the Director of Customer Experience position and the City would recruit for her replacement. 	
Budget Impact: 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? <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 type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2021-0090

A Resolution approving the appointment of Carly Cortright as Director of Neighborhood Services.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Carly Cortright as Director of Neighborhood Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Carly Cortright as Director of Neighborhood Services.

PASSED BY THE CITY COUNCIL ON _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

RES 2021-0091

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

RETIREMENT

Contact Name/Phone

PHILLIP TENCICK 6336

Project #**Contact E-Mail**

PTENCICK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

6100 SPOKANE EMPLOYEES' RETIREMENT SYSTEM CONTRIBUTION RATE CHANGE

Agenda Wording

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070

Summary (Background)

Spokane Employees Retirement System (SERS) contribution rates are to be reviewed annually to meet the Actuarially Determined Contribution Rate (ADC). The ADC Rate was determined to be of 20.43%, as calculated by the Plan's actuary as of December 31, 2020. SERS contributions will be increased from 10.00% of eligible compensation for both the employee and City of Spokane (20.00% total) to 10.25% of eligible compensation for both (20.50% total) effective pay period beginning December 26, 2021.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

TENCICK, PHILLIP

Study Session\Other**Division Director****Council Sponsor**

Michael Cathcart

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

cshisler@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tszambelan@spokanecity.org

Additional Approvals

tgallegos@spokanepfd.org

Purchasing

bgarwood@spokanepfd.org

Jenni.Folden@srec911.org

RESOLUTION NO. 2021-0091

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070

WHEREAS, SERS contribution rates are negotiated items that are agreed upon by the City of Spokane and the various bargaining units representing employee members, and

WHEREAS, SERS contribution rates are to be reviewed and adjusted annually to meet the Actuarially Determined Contribution Rate, and

WHEREAS, the Actuarially Determined Contribution (ADC) Rate was determined to be of 20.43%, as calculated by the Plan's actuary as of December 31, 2020, which will continue to improve the Plan's fiduciary position, and

WHEREAS, contributions will be increased from 10.00% of eligible compensation for both the employee and City of Spokane (20.00% total) to 10.25% of eligible compensation for both the employee and City of Spokane (20.50% total), and

WHEREAS, the SERS Board has a fiduciary duty to assure the health of the Fund, and

WHEREAS, the SERS Board met on May 5, 2021 and voted to approve the increased contribution rates, and

WHEREAS, the increased contributions will increase the City of Spokane's personnel costs by approximately \$280,000 per year, with an equivalent decrease in pre-tax income for employees, and

WHEREAS, the increased contributions are included in the budgets submitted by the City of Spokane and SERS, and

WHEREAS, the increased contribution rates will take effect with the pay period beginning December 26, 2021, with the first contributions paid from the payday on January 14, 2022, and

WHEREAS, SMC 4.14.070 allows the Board to change the contribution rates with the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the increase of the contribution rate from 10.00% to 10.25% of eligible compensation for both SERS participants and the City of Spokane.

Passed by the City Council this _____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: November 8, 2013

TO: Marnie Rorholm
Engineering Services

Clerk's File No.
ORD C35052

FROM: Terri Pfister, City Clerk

RE: Vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue requested by the Corporation of Gonzaga University.

Attached is a copy of Ordinance C35052 for the vacation of:

Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue requested by the Corporation of Gonzaga University.

This ordinance was read for the first time on November 4, 2013, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

11/8/13

Date

Precedent conditions have been met and Ordinance C35052 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 10/20/21



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

November 7, 2013

City Clerk File No.:
ORD C35052

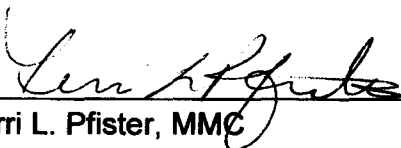
COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF DAKOTA STREET FROM THE SOUTH LINE OF SHARP AVENUE TO THE SOUTH LINE OF BOONE AVENUE REQUESTED BY THE CORPORATION OF GONZAGA UNIVERSITY

During its 6:00 p.m. Legislative Session held Monday, November 4, 2013, the Spokane City Council held a hearing on the above-described vacation. Subsequent to public testimony and comment by Eldon Brown of Engineering Services, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Engineering Services' Street Vacation Report dated October 10, 2013), the vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue requested by The Corporation of Gonzaga University.

In conjunction with the hearing, Ordinance C35052—vacating Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue—was read for the first time, with further action deferred.



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
11/04/2013

Date Rec'd	10/23/2013
Clerk's File #	ORD C35052
Renews #	
Cross Ref #	RES 2013-0075
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & DEVELOPMENT
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0650-DAKOTA STREET VACATION HEARING

Agenda Wording

Vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue requested by The Corporation of Gonzaga University.

Summary (Background)

At its legislative session held October 7, 2013 the City Council set a hearing on the above vacation for November 4, 2013. Since that time, staff has solicited responses from all concerned parties.

Fiscal Impact

Select \$
Select \$
Select \$
Select \$

Budget Account

#

Approvals

Dept Head	CHESNEY, SCOTT
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	sbarham@spokanecity.org

Additional Approvals

Purchasing

FIRST READING OF THE ABOVE

ORDINANCE HELD ON

11/4/2013

AND FURTHER ACTION WAS DEFERRED

CITY CLERK

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

ORDINANCE NO. C-35052

An ordinance vacating Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue.

WHEREAS, a petition for the vacation of Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That Dakota Street from the south line of Sharp Avenue to the south line of Boone Avenue is hereby vacated. NE 1/4 S17 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, Comcast and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

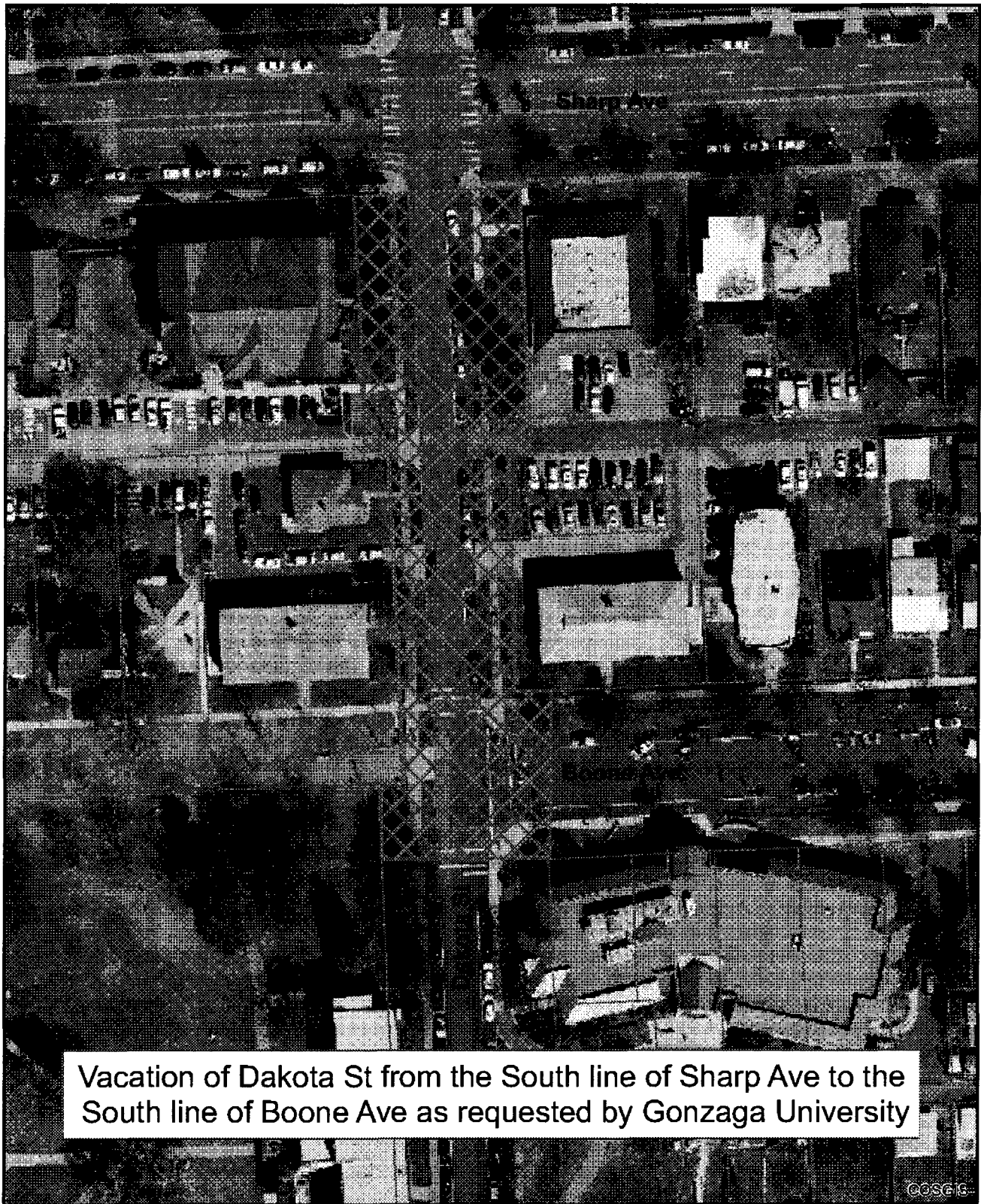
Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



Vacation of Dakota St from the South line of Sharp Ave to the South line of Boone Ave as requested by Gonzaga University

COSGIS

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

40 20 0 40 80 Feet



AREA

COSGIS
City of Spokane GIS





CITY OF SPOKANE
DEPARTMENT OF ENGINEERING SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6700 FAX (509) 625-6349

STREET VACATION REPORT (P1302186VACA)
October 10, 2013

LOCATION: Vacation of Dakota Street from the South line of Sharp Avenue to the South line of Boone Avenue as requested by the Corporation of Gonzaga University

PROPONENT: Gonzaga University

PURPOSE: Recommended by Vacation report dated March 15, 2013 for Street Vacation Petition number P1204118VACA; Boone Ave. from the east line of Dakota St. to the west line of Cincinnati St.

HEARING: November 4, 2013

REPORTS:

AVISTA UTILITIES – No objection, retain easement for both electric and natural gas facilities in the area to be vacated. Provide a copy of the Ordinance upon issuance.

COMCAST – No objection, retain easement for facilities in this area including a cable plant.

CENTURYLINK – No objection, retain easement for facilities in this area, including underground duct structure and a vault.

ASSET MANAGEMENT - CAPITAL PROGRAMS – There are sewer, stormwater, and water services in the proposed vacation areas. Access will need to be maintained to these services.

FIRE DEPARTMENT – Property owners must maintain full fire access roads through the entire proposed vacation area. Dead-ends will require turnarounds. Please contact Spokane Fire Department for road requirements. Fire hydrant access must also be maintained.

NEIGHBORHOOD SERVICES – No comment.

PARKS DEPARTMENT – No comment.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - The City of Spokane (City) will require a utility easement for sewer, stormwater, and water for the full width of the Right-of-Way.

Gonzaga University will agree to take over ownership of sewer facilities in Boone-Sharp Alley from Dakota St. to Cincinnati St. when the alley is vacated. Until the alley can be vacated, an access easement shall be provided in Dakota St. from said alley to Sharp Ave. to provide pedestrian, bicycle, and vehicular connectivity or, if the access from the alley to Dakota St. is to be terminated, a turn-around complying with City Standards shall be constructed.

The plans for termination and closure must be submitted and accepted by Developer Services prior to construction, and the improvements must be satisfactorily constructed before final vacation approval. After vacation, all of the existing parcels should be aggregated to ensure no parcel is land-locked.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – Error! Bookmark not defined.No Comment.

PLANNING & DEVELOPMENT – PLANNING – Planning supports this street vacation as a planned progression of growth for the Gonzaga University Campus.

POLICE DEPARTMENT – No comment.

SOLID WASTE MANAGEMENT – No comment.

STREET DEPARTMENT – This vacation is consistent with overall discussions with Gonzaga University in the past-vacated street reports in the area. Including but not limited to: vacation of Boone Ave. from Dakota St. to Cincinnati St.; the South 15 feet of Desmet Ave. from the west line of vacated Cincinnati St. to the west line of Dakota St.; Dakota St. from the south line of Boone Ave. to the south line of Desmet Ave.; and Desmet Ave. from the east line of Lot 9, block 53, 1st Sub-Division of Block A in 3rd Sinto Addition to the east line of Dakota St.

1. Eliminate the stop at Dakota St. and Sharp Ave. for northbound traffic (SE Corner). This will now be a "Tee" intersection with a private driveway approach on the south side.
2. Eliminate the all-way stop at Dakota St. and Boone Ave.
3. The crosswalk markings on Dakota St. at Boone Ave. are no longer warranted with the vacation of Dakota St. The crosswalks may remain, however, Gonzaga University will be responsible for their maintenance, and the City will remove them from their maintenance list.

4. The stop-bar markings on Dakota St. at Boone Ave. must be permanently removed as the all-way stop at this intersection will be removed.
5. To identify Dakota St. from Sharp Ave. to Boone Ave. as a vacated private street, install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota St. at Sharp Ave.
6. Notify the City's Street Department – Signs and Markers Division at 509-232-8803, when removing City signs in relation to the street vacation work. Sign removals will include stop signs, street name signs, and parking regulation signs. The City's Signs and Markers Division will arrange retrieval of those signs from the contractor.
7. City Standard turn around shall be provided where needed for access easements.
8. Proper turn around shall be provided for the alley between Sharp Ave. and Boone Ave. at Dakota St. if vacated street layout changes in the future.

WASTEWATER MANAGEMENT – There are a number of sewer and storm assets in the proposed vacation area. In order to maintain these assets, Wastewater Management requests preservation of an easement to allow access to these assets for potential repair and upkeep. The easement should cover the full Right-of-Way of Dakota St. Wastewater Management recommends future privatization of the portion of the sewer from the current sewer manhole in the intersection of Dakota St. and Sharp-Boone Alley to Cincinnati St. This will continue the current private sewer from the west and resolve future access needs as development continues.

All new stormwater outside existing roadway for the area shall be collected and treated on-site.

WATER DEPARTMENT – No comment.

BICYCLE ADVISORY BOARD – No objection.

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

1. An easement, as requested by Century Link, Avista, Comcast, and the City shall be retained to protect existing and future utilities.
2. Property owners must maintain full fire access roads through the entire proposed vacation area with no dead ends. Access to fire hydrant must be maintained.
3. All on-site stormwater runoff generated outside existing roadway must be collected and treated on the site

4. Gonzaga University will agree to take over maintenance and ownership of the sewer line that extends east from the manhole in the intersection of Dakota St. and Sharp-Boone Alley to Cincinnati St. during future vacation of named alley above. Until the alley can be vacated, an access easement shall be provided in Dakota St. from said alley to Sharp Ave. to provide pedestrian, bicycle, and vehicular connectivity or, if the access from the alley to Dakota St. is to be terminated, a turn-around complying with City Standards shall be constructed.
5. The plans for termination and closure of Dakota St at both Boone Ave and Sharp Ave intersections must be submitted to and accepted by City Developer Services prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
6. Eliminate the northbound (SE corner) stop at Dakota St. and Sharp Ave. This will now be a "Tee" intersection with a private driveway approach on the south side.
7. The crosswalk markings on Dakota St. at Boone Ave. are no longer warranted with the vacation of Dakota St. The crosswalks may remain, however, Gonzaga University will be responsible for their maintenance, and the City will remove them from their maintenance list.
8. The stop-bar markings on Dakota St. at Boone Ave. must be permanently removed as the all-way stop at this intersection will be removed.
9. To identify Dakota St. from Sharp Ave. to Boone Ave. as a vacated private street, install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota St. at Sharp Ave.
10. Notify the City's Street Department – Signs and Markers Division at 509-232-8803, when removing City signs in relation to the street vacation work. Sign removals will include stop signs, street name signs, and parking regulation signs. The City's Signs and Markers Division will arrange retrieval of those signs from the contractor.
11. Existing parcels should be aggregated to ensure no parcel is land-locked.
12. In accordance with the agreement between Gonzaga University and the City, approved by the City Council on September 27, 1993, the City suspends the provision that it will charge the appraised valuation for the vacated land in consideration of two easements that were previously granted to the City by Gonzaga University.

13. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2015



Eldon Brown, P.E.
Principal Engineer – Developer Services

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: May 7, 2013

TO: Sandy Decker
Engineering Services

Clerk's File No.
ORD C34983


FROM: Terri Pfister, City Clerk

RE: **Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st subdivision of Block "A" in 3rd Sinto Addition to the East line of Dakota Street.**

Attached is a copy of Ordinance C34983 for the vacation of:

Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st subdivision of Block "A" in 3rd Sinto Addition to the East line of Dakota Street.

This ordinance was read for the first time on May 6, 2013, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.




City Clerk

5/9/13

Date

Precedent conditions have been met and Ordinance C34983 is hereby returned for Final Reading.



Engineering Services Director

Dated: 10/21/20



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

May 9, 2013

City Clerk File No.:
ORD C34983

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF BOONE AVENUE FROM DAKOTA STREET TO CINCINNATI STREET

During its 6:00 p.m. Legislative Session held Monday, May 6, 2013, the Spokane City Council held a hearing on the above-described vacation. Subsequent to an overview by Eldon Brown of Engineering Services, Council inquiry and comment, public testimony, and additional Council comment, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Engineering Services' Street Vacation Report dated May 6, 2013), the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street requested by Gonzaga University.

In conjunction with the hearing, **Ordinance C34983**—vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division Block "A" in 3rd Sinto Addition to the East line of Dakota Street—**was read for the first time, with further action deferred.**

Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
05/06/2013

Date Rec'd	4/24/2013
Clerk's File #	ORD C34983
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0370-BOONE-DAKOTA STREET VACATION-GU

Agenda Wording

Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue (see attached)

Summary (Background)

At its legislative session held April 8, 2013 the City Council set a hearing on the above vacation for May 6, 2013. Since that time, staff has solicited responses from all concerned parties.

Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	htrautman@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

FIRST READING OF THE ABOVE ORDINANCE
WAS HELD ON

5/6/2013
AND FURTHER ACTION WAS DEFERRED


CITY CLERK

PASSED BY SPOKANE CITY COUNCIL ON

CITY CLERK

H1 C34983

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street requested by Gonzaga University proponent. (Logan Neighborhood Council)

Summary (Background)

[illegible]

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

ORDINANCE NO. C34983

An ordinance vacating Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street

WHEREAS, a petition for the vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street has been filed with the City Clerk representing 100 percent of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street is hereby vacated. NE ¼ of S17 T25 R43, parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

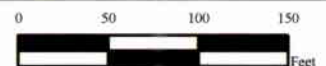
Date: _____

Effective Date: _____



Date: February 8, 2013

Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street



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



CITY OF SPOKANE

DEPARTMENT OF ENGINEERING SERVICES

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6700 FAX (509) 625-6349

STREET VACATION REPORT May 6, 2013

LOCATION: Vacation of Boone Avenue from Dakota Street to Cincinnati Street; the South 15 feet of Desmet Avenue from the West line of vacated Cincinnati Street to the West line of Dakota Street; Dakota Street from the South line of Boone Avenue to the South line of Desmet Avenue; Desmet Avenue from the East line of Lot 9, Block 53, 1st Sub-Division of Block "A" in 3rd Sinto Addition to the East line of Dakota Street

PROPONENT: Gonzaga University

PURPOSE: Extending Johnson Mall

HEARING: May 6, 2013

REPORTS:

AVISTA UTILITIES – No objection, retain easement for both electric and natural gas facilities in the area to be vacated.

COMCAST – No objection.

CENTURYLINK – No objection, retain easement for facilities in this area including a conduit run, manholes and fiber.

ASSET MANAGEMENT - CAPITAL PROGRAMS – There are sewer, stormwater and water services in the proposed vacation areas. Access will need to be maintained to these services.

FIRE DEPARTMENT – Property owners must maintain full fire access roads through the entire proposed vacation area with no dead ends. Please contact Spokane Fire Department for road requirements. Fire hydrant access must also be maintained.

NEIGHBORHOOD SERVICES – No comment.

PARKS DEPARTMENT – No comment.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - The City will require a utility easement for sewer and water for the full width of the

Right-of-Way. Gonzaga will take over maintenance and ownership of the sewer line that extends west from the manhole in the intersection of Desmet Avenue and Dakota Street (they will own the main from the manhole). The plans for termination and closure must be submitted and accepted by Developer Service prior to construction and the improvements must be satisfactorily constructed before final vacation approval. The improvements on the east end of Desmet Avenue should be covered as a part of the current project and as such will not require a separate submittal. After vacation all of the existing parcels should be aggregated to insure no parcel is land locked.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN - Error!
Bookmark not defined.**

PLANNING & DEVELOPMENT – PLANNING – Planning supports this street vacation as a planned progression of growth for the Gonzaga Campus.

POLICE DEPARTMENT – No comment.

SOLID WASTE MANAGEMENT – No comment.

STREET DEPARTMENT –

Boone Avenue, from Dakota Street to Cincinnati Street:

The vacation of Boone, from Dakota to Cincinnati is unique in that it is not a dead end situation.

Since Gonzaga University is the property owner on both sides of Dakota, from Sharp Avenue to Boone Avenue, we recommend this vacation of Boone to also include the vacation of Dakota, from Sharp to Boone.

If Gonzaga does not pursue the further vacation of Dakota, from Sharp to Boone, it will create a condition that does not meet the City standards for a dead end situation with proper turn around.

It will also create a situation that will be unrealistic for the City to maintain, and as such, the City will require Gonzaga University to take over all maintenance responsibilities.

The following comments pertain specifically to the Vacation of Boone Avenue, from Dakota Street to Cincinnati Street:

1. Eliminate the all-way stop at Dakota and Boone.
2. The crosswalk markings on Dakota at Boone are no longer warranted with the vacation of Boone. However, the crosswalks may remain, but Gonzaga University will be responsible for their maintenance, the City of Spokane will remove them from their maintenance list.
3. The stop bar markings on Dakota at Boone must be permanently removed since the all-way stop at this intersection will be removed.

4. Remove the stop signs on Cincinnati at Boone, both northbound and southbound (NW and SE corners). This will now be a "tee" intersection and the stop signs are not warranted.
5. Permanently remove the stop bar markings at the intersection of Cincinnati and Boone, on Cincinnati.
6. To identify Boone, from Dakota to Cincinnati, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Boone Street from Dakota and from Cincinnati.
7. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
8. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.

Dakota Street, Boone Avenue to Desmet Avenue:

The following comments pertain specifically to the Vacation of Dakota Street, Boone Avenue to Desmet Avenue:

1. Proper turn around shall be provided for the alley.
2. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.
3. Install necessary signage to identify this as a dead end street.
4. To identify Dakota, from Boone to Desmet, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota Street at Boone.
5. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
6. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp.

Desmet Avenue, Dakota Street to Mid Block between Dakota and Cincinnati:

The City recommends the vacation of Desmet Avenue from Dakota Street to Cincinnati Street if at all possible.

If Gonzaga does not pursue the full vacation of Desmet from Dakota to Cincinnati, it will create a condition that does not meet the City standards for a dead end situation with proper turn around.

It will also create a situation that will be unrealistic for the City to maintain, and as such, the City will require Gonzaga University to take over all maintenance responsibilities.

The following comments pertain specifically to the Vacation of Desmet Avenue from Dakota Street to Cincinnati Street:

1. City standard turn around shall be provided at Desmet, west of Cincinnati, if Desmet is not fully vacated from Dakota to Cincinnati.
2. To identify Desmet (mid block) as a vacated private street install sidewalk, curb, and driveway approaches at the entrance to the vacated Desmet Avenue.
3. Install necessary signage to identify this as a dead end street.
4. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
5. City standard turn around shall be provided at Desmet (mid block), if Desmet is not vacated from Dakota to Cincinnati.

WASTEWATER MANAGEMENT – There are a number of sewer and storm assets in the proposed vacation area. In order to maintain these assets, Wastewater Management requests an easement be maintained to allow access to these assets for potential repair and upkeep. The easement should cover the full right-of-way of both Dakota and Desmet. Wastewater Management would also like to privatize the portion of the sewer from the current sewer manhole in the intersection of Desmet and Dakota west to the current private sewer and manhole. All storm water for the area should be collected and treated on-site.

WATER DEPARTMENT – No comment.

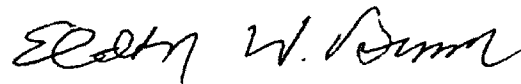
BICYCLE ADVISORY BOARD – No objection.

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

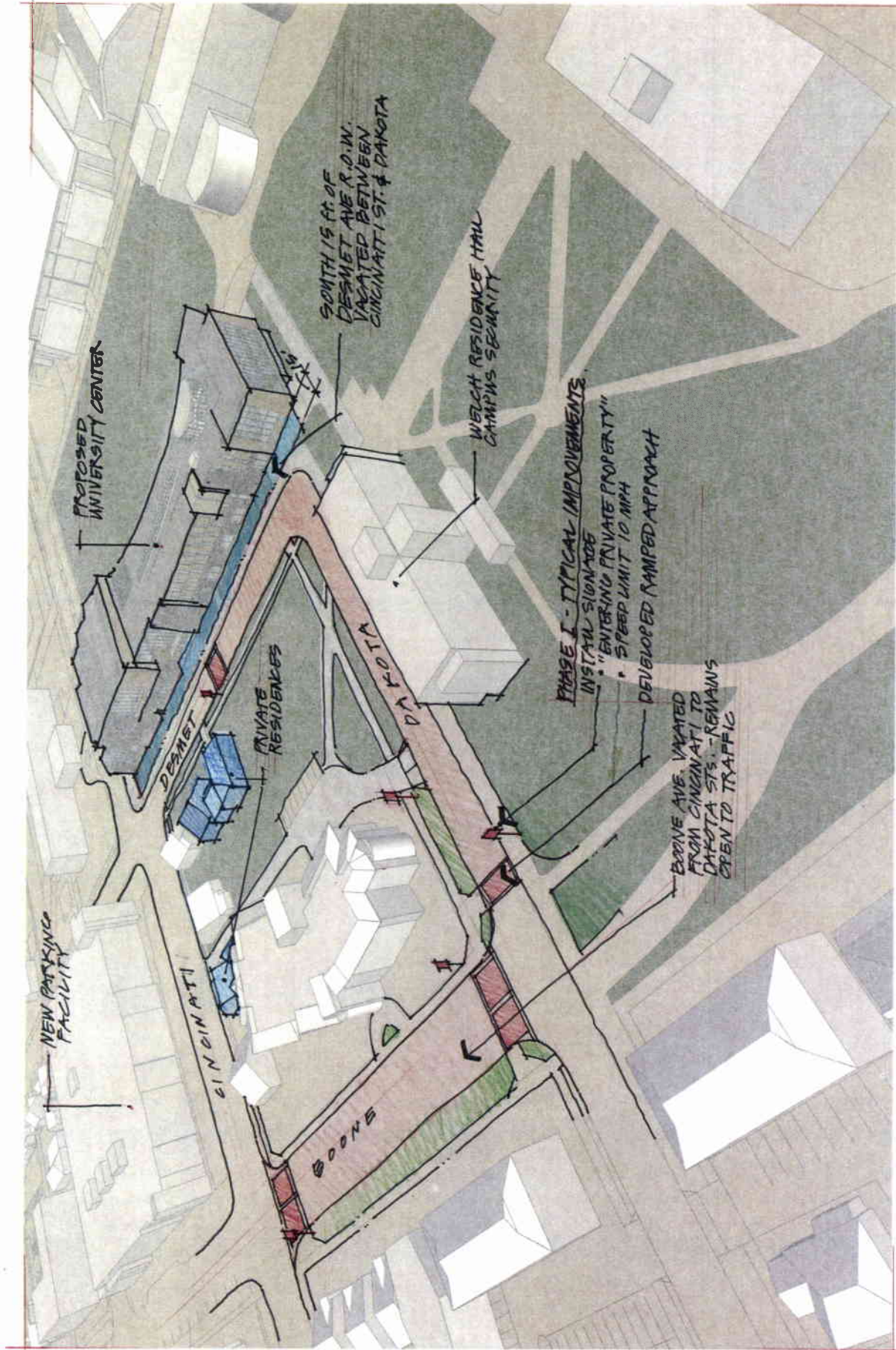
1. An easement as requested by Century Link, Avista and the City of Spokane shall be retained to protect existing and future utilities.

2. Property owners must maintain full fire access roads through the entire proposed vacation area with no dead ends. Access to fire hydrant must be maintained.
3. On-site runoff must be collected and treated on the site
4. Gonzaga will take over maintenance and ownership of the sewer line that extends west from the manhole in the intersection of Desmet Avenue and Dakota Street.
5. The plans for termination and closure must be submitted and accepted by Developer Service prior to construction and the improvements must be satisfactorily constructed before final vacation approval. The improvements on the east end of Desmet Avenue should be covered as a part of the current project and as such will not require a separate submittal.
6. Eliminate the all-way stop at Dakota and Boone. Remove the stop signs on Cincinnati at Boone, both northbound and southbound (NW and SE corners). This will now be a "tee" intersection and the stop signs are not warranted.
7. The crosswalk markings on Dakota at Boone are no longer warranted with the vacation of Boone. However, the crosswalks may remain, but Gonzaga University will be responsible for their maintenance, the City of Spokane will remove them from their maintenance list.
8. The stop bar markings on Dakota at Boone must be permanently removed since the all-way stop at this intersection will be removed. Also permanently remove the stop bar markings at the intersection of Cincinnati and Boone, on Cincinnati.
9. To identify Boone, from Dakota to Cincinnati, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Boone Street from Dakota and from Cincinnati. To identify Dakota, from Boone to Desmet, as a vacated private street install sidewalk, curb, and driveway approaches at the entrances to the vacated Dakota Street at Boone. To identify Desmet (mid block) as a vacated private street install sidewalk, curb, and driveway approaches at the entrance to the vacated Desmet Avenue.
10. City standard turn around shall be provided at Dakota and Boone, if Dakota is not vacated from Boone to Sharp. Proper turn around shall be provided for the alley. City standard turn around shall be provided at Desmet, west of Cincinnati, if Desmet is not fully vacated from Dakota to Cincinnati.
11. Install necessary signage to identify Desmet as a dead end street.

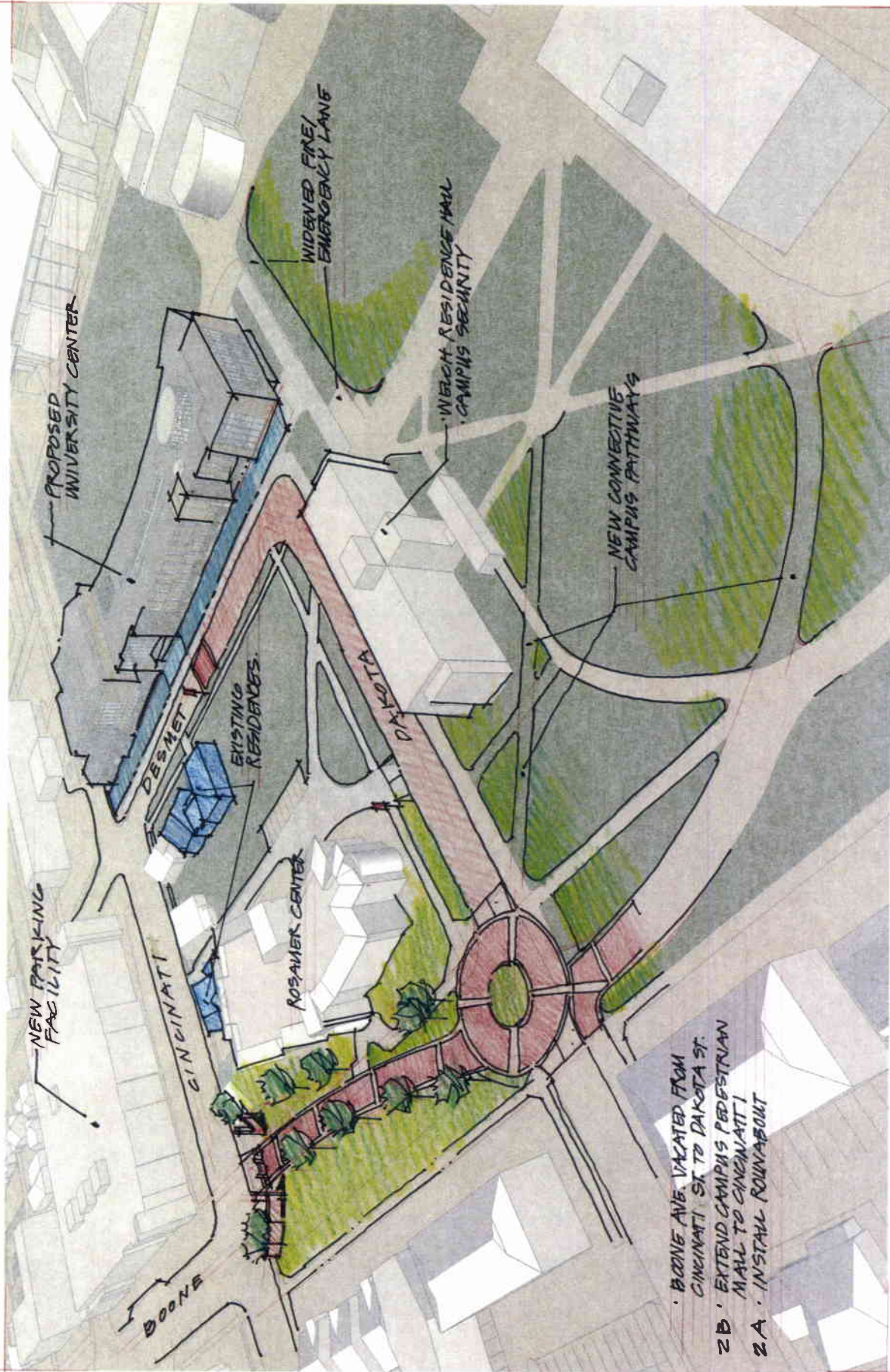
12. Notify the City of Spokane, Street Department, Signs and Markings Division (232-8803) when the street vacation work will be removing the City of Spokane signs related to this vacation. Sign removals will include stop signs, street name signs, and parking regulation signs. The City of Spokane, Signs and Markings Division, will make arrangements with the contractor to retrieve those signs.
13. Existing parcels should be aggregated to insure no parcel is land locked.
14. In accordance with the agreement with Gonzaga University approved by the City Council on September 27, 1993, the City suspends the provision that it will charge the appraised valuation for the vacated land in consideration of two easements that were previously granted to the City by Gonzaga University.
15. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2015

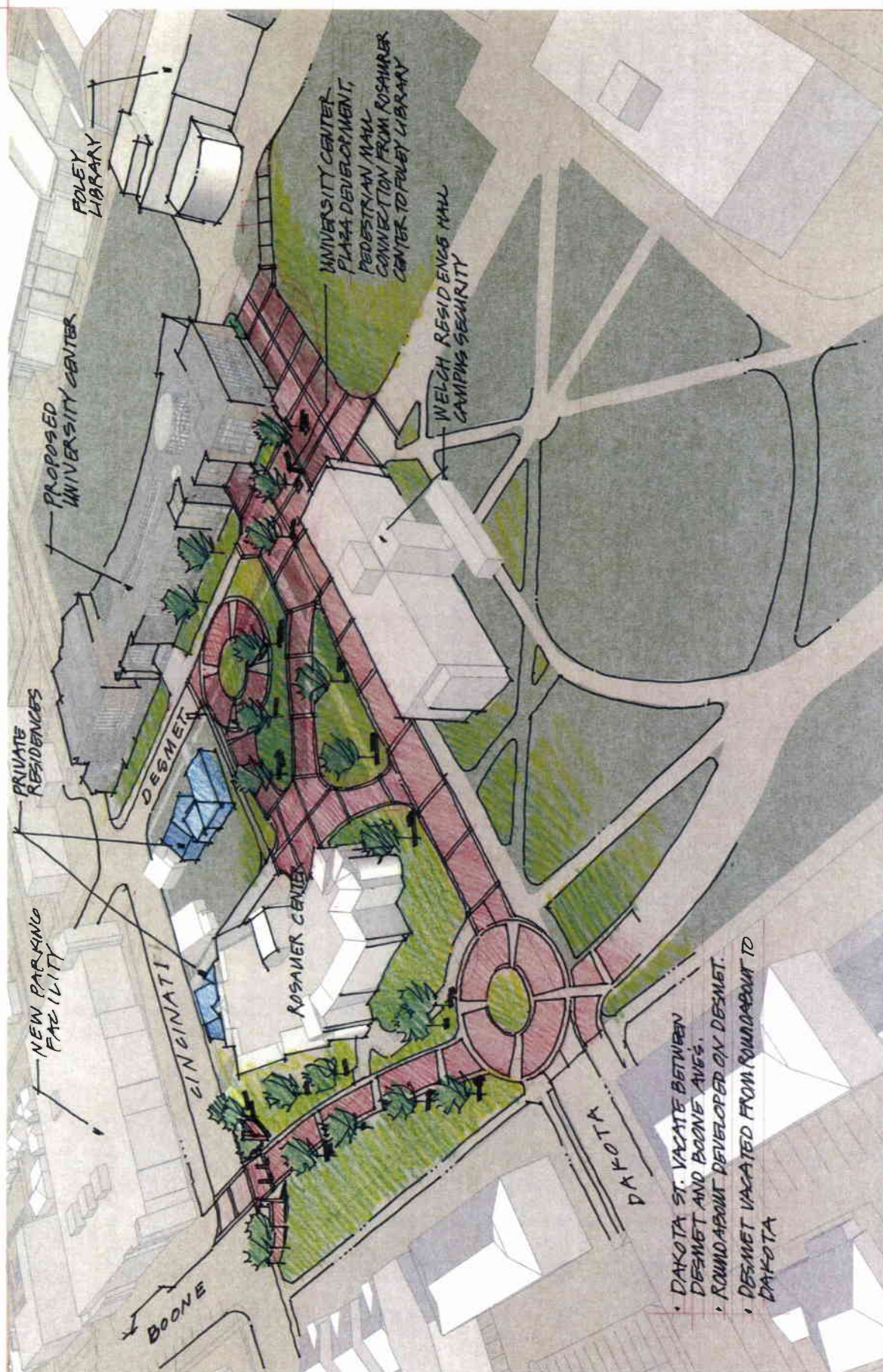


Eldon Brown, P.E.
Principal Engineer – Developer Services



PHASE I





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

11/1/2021

Date Rec'd

10/13/2021

Clerk's File #

ORD C36121

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

JESTEN RAY 509-625-6819

Project #**Contact E-Mail**

JRAY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

1460 - ORDINANCE RELATED TO THE PARKING ADVISORY COMMITTEE

Agenda Wording

Ordinance related to the Parking Advisory Committee, to relocate the committee from under Title 07, Finance to under Title 04, Administrative Agencies and Procedures. Recommended for Council approval by the Parking Advisory Committee 4/27/21.

Summary (Background)

The Parking Advisory Committee was created in 2016 as an official City committee, however, it resided under Title 07, Finance. This ordinance amends SMC section 07.08.130 relocating the Parking Advisory Committee sections to a new chapter (04.38) under Title 04, Administrative Agencies and Procedures consistent with all other boards and commissions.

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\OtherUrban Experience
10.11.21**Division Director**

BECKER, KRIS

Council Sponsor

CM Kinnear and Stratton

Finance

ORLOB, KIMBERLY

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Purchasing

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lkinnear@spokanecity.org;

ORDINANCE NO. C36121

AN ORDINANCE relating to the Parking Advisory Committee amending SMC section 07.08.130; adding a new chapter 04.38 to title 04; adopting new sections 04.38.010, 04.38.020, 04.38.030, 04.38.040, 04.38.050, 04.38.060, 04.38.070, and 04.38.080 to chapter 04.38 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, the Parking Advisory Committee as an official City committee should be located under Administrative Agencies and Procedures instead of Finance, and;

WHEREAS, the City desires code to spell out the purpose of the Parking Advisory Committee, duties and functions, appointment, membership, officers, compensation, support staff and meetings, and;

WHEREAS, the Parking Advisory Committee reviewed and approved the proposed code changes April 27, 2021, and; --- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 07.08.130 is amended to read as follows:

Section 07.08.130 Parking System Fund

- A. There is created and shall be maintained in the office of the City Treasurer a special revenue fund designated the “parking system fund.” All City parking revenue from on and off-street (~~((meter-))~~)systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the City general fund shall be deposited into the fund upon receipt. One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the parking system fund.
- B. Money deposited into the fund shall be accumulated or expended to pay for operations and maintenance of the parking system, to include parking enforcement and collections, the parking violation system and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the City.
- C. City Council priorities for expenditures from the parking system fund are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, “parking environment” shall mean all infrastructure in the public right-of-way that contributes to the interface between the (~~((downtown-))~~)resident, visitor or worker and the(~~((--downtown))~~) built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other

aspects of((~~downtown~~)) common areas, which contribute to the overall experience ((~~of downtown~~))within the Paid Parking Zone.

~~((D. — Parking Advisory Committee.~~

- ~~1. A thirteen-member parking advisory committee will be created to advise the City on investments in the parking environment, policy, and rate setting as informed by the downtown parking study. The committee shall be facilitated by Business Improvement District staff and shall be composed of the following stakeholders to be appointed by the City Council: one (1) downtown property owner, one (1) owner of a large downtown business, one (1) owner of a downtown small business, one (1) resident of downtown, one (1) downtown worker, one (1) designee from Spokane Transit Authority, one (1) representative of the Arts community; three (3) members chosen at the discretion of the Business Improvement District; two (2) city council members in non-voting, *ex officio* roles; and the (1) Parking Services Manager in a non-voting, *ex officio* role. The committee members shall serve staggered terms of three (3) years. The committee chair shall be elected by a vote of the committee and shall serve a (1) year term, however, the Committee may vote to extend the chairperson's term by (1) additional year.~~
- ~~2. The Committee shall propose to the City Council, on an annual basis, a set of recommended projects to improve the downtown parking environment, guidance on parking rate setting, and other public policy recommendations concerning the downtown parking system, as well as a description and analysis of the outcomes of the prior years' parking fund investments.~~
- ~~3. In forming its recommendations, the Parking Advisory Committee shall observe the following process:~~
 - ~~a. City Council and the City administration, though their *ex-officio* Committee positions, shall provide the Committee with priorities for the Committee's consideration during their annual project planning process.~~
 - ~~b. With consideration given to the input received in this process from City Council and the Administration, The Committee shall develop an annual recommended budget and capital project list for the parking system fund. This list will be presented to the City Council on or before November 1 of each year. The City Council shall then consider for approval the list of projects and recommended investments as part of the normal annual budget process. Projects will be placed in the six-year capital program as needed.~~
 - ~~c. The parking advisory committee, in collaboration with City Council and staff Committee designees, will develop a set of indicators that will track downtown vitality as a result of improvements made from parking system fund investments. These data will be available in the annual report.))~~

D. City Council goals for the parking system fund include: (1) the establishment of a parking system fund reserve of \$500,000, and (2) the set-aside of not less than ten percent (10%) of the parking system fund for the support of emergency projects in the parking environment.

- E. Any available parking funds must first be used to cover the debt service on Series 2005B LTGO bonds (Bonds) or any subsequent refinancing of these bonds. In the event the Bonds are refinanced and result in a reduction of remaining debt service, said reductions may be utilized for economic development purposes in the City subject to City Council Resolution.

Section 2. That there is adopted a new chapter 04.38 to title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.38 Parking Advisory Committee

Sections:

- 04.38.010 Purpose
- 04.38.020 Duties and Functions
- 04.38.030 Appointment
- 04.38.040 Membership
- 04.38.050 Officers
- 04.38.060 Compensation
- 04.38.070 Staff Support
- 04.38.080 Meetings

Section 04.38.010 Purpose

The Parking Advisory Committee advises the City administration, the Mayor, and the City Council on investments in the parking environment, policy, and rate setting as informed by adopted parking studies. For purposes of this section, “parking environment” shall mean all infrastructure in the public right-of-way that contributes to the interface between the resident, visitor or worker and the built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways, and all other aspects of common areas, which contribute to the overall experience of areas within the Paid Parking Zone ([SMC 16A.04.100G](#)).

Section 04.38.020 Duties and Functions

The Parking Advisory Committee has the power and duty to:

- A. Evaluate funding requests for eligible activities and projects and, on an annual basis, propose a set of recommended projects to the City Council to improve the parking environment;
- B. Provide guidance on setting or changing parking rates for on-street parking;
- C. Make recommendations for public policy relating to the parking system;

- D. Issue an annual report to the Mayor and City Council on the parking system along with achievements for the past year and goals for the coming year;
- E. Adopt rules;
- F. Hold regular public meetings and keep a written record of its proceedings which is a public record;

Section 04.38.030 Appointment

- A. The Parking Advisory Committee consists of thirteen members nominated by the Mayor and appointed by the City Council to staggered three-year terms.
- B. Appointees need not be residents of the City of Spokane.
- C. Appointees shall serve three (3) year terms and may be eligible for one (1) reappointment for a three (3) year term reappointment.
- D. Each appointee is eligible for establishing a single designee, who may attend committee meetings in lieu of appointee attendance. Establishment of a designee is subject to committee approval.
- E. Vacancies are filled by appointments to unexpired terms in the same manner.

Section 04.38.040 Membership

The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the objective of providing sound advice representative of the citizenry. The Committee shall include two (2) City Council members in non-voting, ex officio roles; and one (1) City Parking Services Manager in a non-voting, ex officio role. The remaining eleven (11) members shall be appointed with intent to maintain diversity among the following stakeholder categories:

- A. Representative of the University District;
- B. Designee from the Business Improvement District;
- C. Owner/operator of a parking lot or garage within the Paid Parking Zone;
- D. Resident of downtown;
- E. Downtown worker;
- F. Designee from Spokane Transit Authority;
- G. Representative of the hospitality industry;
- H. Representative of the arts and entertainment community;
- I. Realtors, developers, property managers or business owners within the Paid Parking Zone.

Section 04.38.060 Officers

The Committee on an annual basis elects a chair and a vice chair from its membership to preside over meetings and perform such other functions as may be prescribed by rule.

Section 04.38.050 Compensation

Members serve without compensation.

Section 04.38.070 Staff Support

The mayor assigns a City employee to provide technical and administrative assistance to the Committee.

Section 04.38.080 Meetings

All meetings are held in accordance with the Open Public Meetings Act, chapter 42.30 RCW. Minutes of all meetings are kept as public records.

Section 3. Effective Date. This ordinance shall take effect and be in force on December 2, 2021.

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

11/1/2021

Date Rec'd

10/15/2021

Clerk's File #

ORD C36122

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

TAMI PALMQUIST X6157

Project #**Contact E-Mail**

TPALMQUIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Final Reading Ordinance

Requisition #**Agenda Item Name**

4700 - REMOVE UNIT 12 FROM RIVERPOINT VILLAGE PUD

Agenda Wording

An Ordinance approving an amendment to the Riverpoint Village PUD that will remove Unit 12 from the boundaries of the PUD so that it may be developed independent of the PUD, in accordance with the standards of the existing zoning regulations.

Summary (Background)

Pursuant to the type III land use application process, the Hearing Examiner held a public hearing on the proposal to remove Unit 12 (parcel number 35173.3003) from the Riverpoint Village PUD on August 18, 2021 on the request of the owner. On September 20, 2021, the Hearing Examiner recommended approval subject to conditions. The appeal period for this decision ended on October 4, 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 10/11/21

Division Director

BECKER, KRIS

Council Sponsor

CM Karen Stratton

Finance

ORLOB, KIMBERLY

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tpalmquist@spokanecity.org

Briefing Paper

Urban Experience Committee

Division & Department:	Development Services Center - Planning
Subject:	Riverpoint Village PUD (Type III land use application) – Remove Parcel
Date:	October 11, 2021
Author (email & phone):	Tami Palmquist, Principal Planner, tpalmquist@spokanecity.org, 509.625.6157
City Council Sponsor:	Karen Stratton
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (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
Strategic Initiative:	Urban Experience, Safe and Healthy
Deadline:	Ordinance Adoption proposed for November 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of the Hearing Examiners decision, findings and conclusions and changing the City's zoning map PUD overlay to remove Unit 12 (parcel 35173.3003) from the Riverpoint Village PUD.
Background/History: Pursuant to the type III land use application process, the Hearing Examiner held a public hearing on the proposal to remove Unit 12 (parcel number 35173.3003) from the Riverpoint Village PUD on August 18, 2021 on the request of the owner. On September 20, 2021, the Hearing Examiner recommended approval subject to conditions. The appeal period for this decision ended on October 4, 2021.	
Executive Summary: <ul style="list-style-type: none"> The applicant is proposing to remove Unit 12 (parcel number 35173.3003) from the Riverpoint Village PUD. All procedural requirements were completed prior to the application being heard before the Hearing Examiner on August 18, 2021. The City's Hearing Examiner approved the removal on September 20, 2021. The Appeal Period ended on October 4, 2021. The next step is to adopt the Hearing Examiner Decision and updates to the City's Zoning Map. The proposal is consistent with multiple goals and policies from the land use, economic development, and urban design chapters of the Comprehensive Plan. The Zoning remains DTU (Downtown University). The proposal includes 1 parcel. <ul style="list-style-type: none"> Parcel number: 35173.3003 (.70 acres) 	
Attachments – Proposed Ordinance, Current and Proposed Zoning Maps	
Budget Impact: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <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: N/A Known challenges/barriers: N/A	

ORDINANCE NO. C36122

An Ordinance approving an amendment to the Riverpoint Village PUD that will remove Unit 12 from the boundaries of the PUD so that it may be developed independent of the PUD, in accordance with the standards of the existing zoning regulations. The parcel number is 35173.3003, located 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 August 18, 2021, on the request of the owner of certain property generally located on the northeast corner of the intersection of Riverpoint Blvd and Riverpoint Village Condominiums; and on September 20, 2021, approved said removal from the PUD Overlay 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 September 20th, 2021, 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:

UNIT 12, 10TH AMENDMENT TO CONDOMINIUM PLAN FOR RIVERPOINT VILLAGE, AS SHOWN ON SURVEY MAP AND FLOOR PLAN RECORDED DECEMBER 3, 1999 UNDER RECORDING NO. 4436559, IN VOLUME 6 OF CONDOMINIUMS, PAGE(S) 62, RECORDS OF SPOKANE COUNTY, AND AS IDENTIFIED IN DECLARATIONS RECORDED AUGUST 19, 1993, SEPTEMBER 9, 1993, APRIL 28, 1994, JUNE 1, 1994, AUGUST 10, 1994, MARCH 3, 1995, MAY 31, 1995, OCTOBER 18, 1995, OCTOBER 19, 1995, DECEMBER 20, 1995, JULY 30, 1996, DECEMBER 3, 1996, APRIL 25, 1997, JUNE 24, 1997, DECEMBER 16, 1997, DECEMBER 3, 1999, JUNE 26, 2000, NOVEMBER 13, 2000, MARCH 29, 2001, MAY 8, 2002, JUNE 5, 2002, MAY 23, 2007, MARCH 31, 2005, NOVEMBER 20, 2008, FEBRUARY 15, 2012 AND AUGUST 8, 2018, UNDER RECORDING NOS. 9308190392, 9309090453, 9404280587, 9406010386, 9408100184, 9503030268, 9505310335, 9510180392, 9510190283, 9512200526, 4019928, 4058923, 4097123, 4114721, 4170172, 4436558, 4492816, 4532789, 4571109, 4723682, 4735345, 5539634, 5197580, 5737469, 6067377 AND 6732169, RESPECTIVELY, RECORDS OF SPOKANE COUNTY; SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

be removed from the Riverpoint Village PUD Overlay zoning designation.

Passed the City Council _____

Council President

Attest:

Approved as to form:

City Clerk

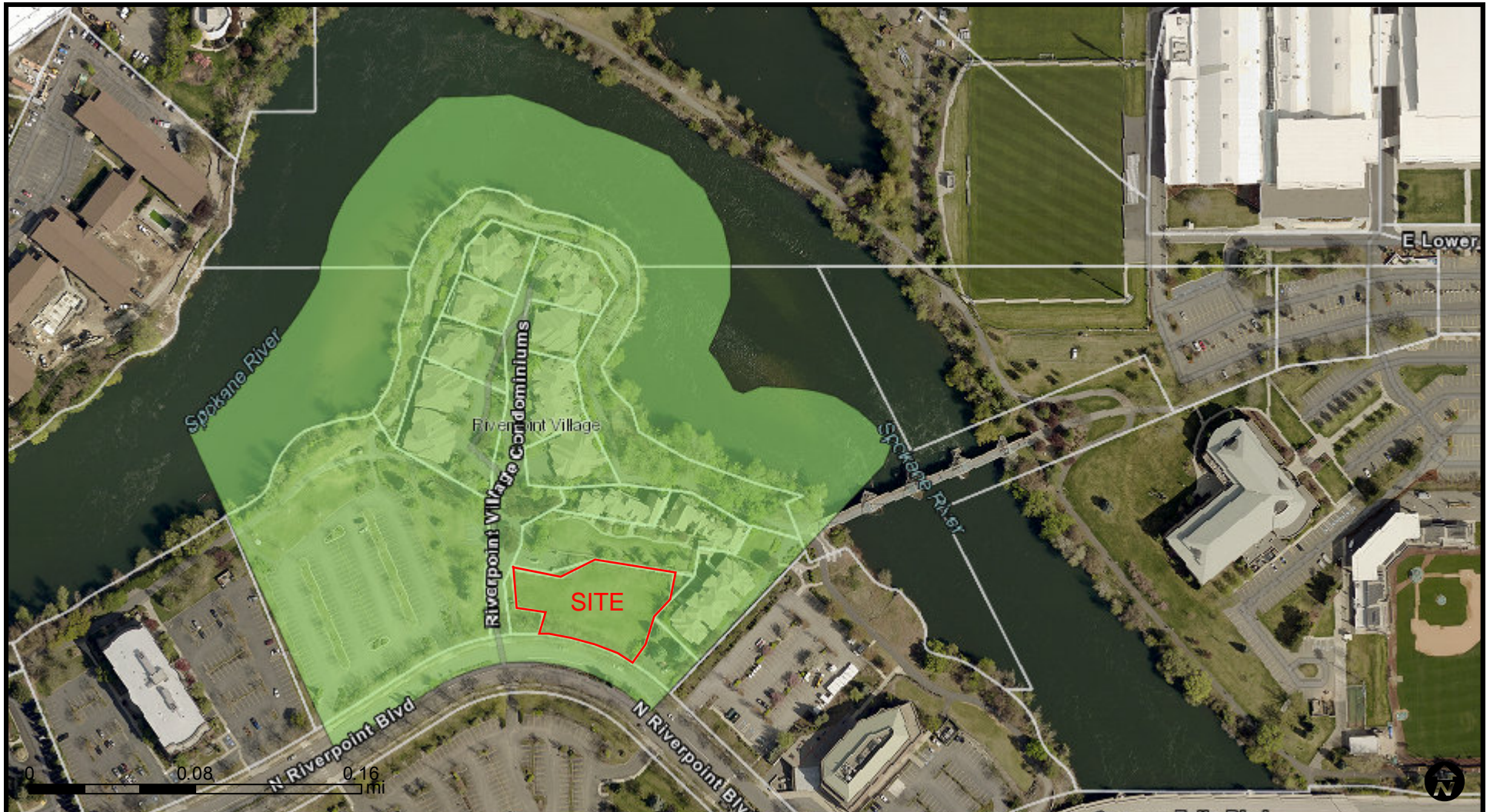
Assistant City Attorney

Mayor




Date

Effective Date

City of Spokane Map



Legend

-  City of Spokane Boundary
-  PUD
-  Parcel

City of Spokane GIS



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

CITY OF SPOKANE HEARING EXAMINER

Re: Application to Amend the Riverpoint) FINDINGS, CONCLUSIONS,
Village Planned Unit Development) AND DECISION
(PUD) to remove Unit 12 from the)
PUD) FILE NO. Z21-105PPUD

SUMMARY OF PROPOSAL AND DECISION

Proposal: The applicant is requesting approval of an amendment to the Riverpoint Village PUD that will remove Unit 12 from the boundaries of the PUD so that it may be developed independent of the PUD, in accordance with the standards of the existing zoning regulations.

Decision: Approved, with conditions.

FINDINGS OF FACT **BACKGROUND INFORMATION**

Applicant/Agent: Goodale & Barbieri Company
Attn: Stephen Barbieri
818 W Riverside Ave, Suite 300
Spokane, WA 99201

Owner: Huckleberry Bay Company
818 W Riverside Ave, Suite 300
Spokane, WA 99201

Property Location: The subject property is located on parcel number 35173.3003, addressed as 643 N Riverpoint Boulevard, in the City of Spokane, Washington.

Legal Description: The legal description of the property is provided in Exhibit 1A.

Zoning: The property is zoned DTU (Downtown University).

Comprehensive Plan (CP) Map Designation: The property is designated as Downtown.

Site Description: The subject property is 30,377 square feet in size. It is undeveloped and irregular in shape. The site is relatively flat and is currently a large grassy area. This parcel is identified as Unit 12 in the Riverpoint Village PUD plan.

Surrounding Conditions and Uses: The land adjacent to the site, to the north, south, east and west, is zoned Downtown University (DTU). Adjacent land uses to the north and east are residential uses, which are within the existing Riverpoint Village PUD. The Spokane River forms the northerly border of the Riverpoint Village PUD. On the other side of the Spokane River, the land is zoned Community Business to the northwest, Residential High Density to the north, and General Commercial to the northeast. Gonzaga University's

campus is located northeasterly of the site, on the opposite side of the Spokane River. To the south, west, and east is the campus of WSU-Spokane.

Project Description: The applicant is proposing an amendment to remove Unit 12 from the Riverpoint Village PUD. Removing Unit 12 will allow it to be developed separately from the PUD. At this time, there are no immediate development plans for Unit 12. No specific project is being proposed in conjunction with the requested amendment.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code (SMC) 17C.124, Downtown Development; SMC 17G.060, Land Use Application Procedures; SMC 17G.070, Planned Unit Developments; and SMC 17G.060.170, Decision Criteria.

Notice of Community Meeting: Mailed: April 30, 2021
Posted: May 5, 2021

Notice of Application/Public Hearing: Mailed: July 30, 2021
Posted: August 3, 2021

Community Meeting: May 20, 2021

Site Visit: August 17, 2021

Public Hearing Date: August 18, 2021

State Environmental Policy Act (SEPA): The May 1, 1992, Mitigated Determination of Non-Significance (MDNS) for Riverpoint Village PUD was adopted by reference pursuant to SMC 17E.050.180 and Washington Administrative Code (WAC) 197-11-600.

Testimony:

Donna deBit, Assistant Planner II
City of Spokane Planning & Development
808 W. Spokane Falls Boulevard
Spokane, WA 99201

William Lenz
Witherspoon Kelley
422 W. Riverside Avenue, Suite 1100
Spokane, WA 99201

Russell Oakley
639 N. Riverpoint Boulevard, 3W
Spokane, WA 99202

Stephen Barbieri
Goodale & Barbieri Company
818 W Riverside Ave, Suite 300
Spokane, WA 99201

Roger Felice
639 N. Riverpoint Boulevard, 6E
Spokane, WA 99202

Susan McLaughlin
PO Box 30522
Spokane, WA 99223

Submitted Comments to the Record or Present but did not Testify:

Bruce & Pam Gallaher
639 N. Riverpoint Boulevard, H103
Spokane, WA 99202

Larry & Betty Guenther
larryguenther@outlook.com
betsyguenther@outlook.com

Kathleen & James McLean
Kmclean888@hotmail.com

Constance Scarpelli
639 N. Riverpoint Boulevard, J307
Spokane, WA 99202

Michael Hinnen
639 N. Riverpoint Boulevard, 9W
Spokane, WA 99202

Giotom Tsegay
639 N. Riverpoint Boulevard, J308
Spokane, WA 99202

Jill Serbousek
639 N. Riverpoint Boulevard, H101
Spokane, WA 99202

Exhibits:

Staff Report, dated 08/11/21, including the following exhibits:

1. Application Materials, including:
 - A General Application
 - B Planned Unit Development Application
 - C Notification Map Application
2. Request for Agency Comments dated 06/23/21, including:
 - A Spokane Tribe of Indians
 - B City of Spokane Treasury Accounting
 - C Avista
 - D City of Spokane Engineering
3. Noticing Documents, including:
 - A Notice of Public Hearing Instructions dated 06/21/21
 - B Notice of Public Hearing for 08/18/21 Hearing
 - C Noticing Affidavits
4. Public Comments
5. Community Meeting Materials, including:
 - A Community Meeting Instructions dated 04/26/21
 - B Notice of Community meeting for 05/20/21
 - C List of Meeting Participants
 - D Affidavits
 - E Community Meeting Recording
6. Historical Documents, including:
 - A Exceptions
 - B Original Recorded Plat
 - C Original Zone Change and PUD Application
 - D Original Hearing Date
 - E Title Report, Vesting Deed, Corporate Resolution
 - F Original PUD Decision
7. Staff Presentation

FINDINGS AND CONCLUSIONS

To be approved, an amendment to a PUD must comply with the criteria set forth in Section 17G.060.170 SMC. The Hearing Examiner has reviewed the application and the evidence of record with regard to the application and makes the following findings and conclusions:

- 1) *The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).*

The Applicant seeks to remove a parcel of land from an existing PUD. Modifications to a PUD are allowed, so long as the proposal goes through the Type II or Type III review process as appropriate. *Testimony of D. deBit.* In this case, a Type III process was required because the proposal to remove Unit 12 from the PUD was considered a “major modification.” *See id.*; *see also* SMC 17G.070.200(D)(6)(c). This process is not out of the ordinary. In fact, land has been removed from this same PUD previously. *Testimony of D. deBit.*

There is no statute, rule, or regulation, to the Hearing Examiner’s knowledge, that prohibits the removal of land from a PUD. The original decision approving the PUD, similarly, does not include conditions that preclude the removal of Unit 12 from the PUD. *Testimony of D. deBit*; *see also* Exhibit 6F. In addition, Staff noted that the PUD would continue to comply with the original decision criteria after the removal of that parcel. *See* Staff Report, p. 4. Thus, approving this proposal will not create a nonconformity or put the remainder of the site into noncompliance with the project conditions or the original decision criteria.

Removing the parcel from the PUD will permit the property to be developed without the restrictions imposed by the PUD. However, a new development will be required to meet any applicable land use standards at the time of submittal. *See* Staff Report, p. 4; *Testimony of D. deBit.* Compliance with those development standards would have to be reviewed at the time a development application is submitted. *See id.* This review will ensure that the future use and development of the property will comply with the land use codes.

- 2) *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

The CP does not contain any goals, policies, or commentary that are especially relevant to a proposal to remove a parcel of land from an existing PUD. In addition, the mere removal of the property from the PUD is not a specific project action. This makes evaluating specific goals or policies more difficult. Even so, the CP does lend general support to this proposal, as the following discussion illustrates.

As the Staff noted, any future proposal to develop the property must demonstrate consistency with this land use designation, in addition to satisfying the applicable zoning and development regulations. *See* Staff Report, p. 4. Thus, when a specific development project is proposed, consistency with the CP will be one of the requirements. In addition, future development proposals will also be required to satisfy concurrency standards, which will ensure that public infrastructure and services are adequate to support the future use. *See id.* This fulfills Policy LU 1.12, Public Facilities and Services. *See* CP, Chapter 3, Policy LU 1.12, p. 3-14. This will also promote the efficient use of land by

focusing growth in areas where adequate facilities and services are available. See CP, Chapter 3, Policy LU 3.1, p. 3-17.

Given the nature of this proposal, the goals and policies of the CP are of limited application. However, to the extent the CP is relevant at this stage, the Hearing Examiner agrees with Staff that the proposal is consistent with the CP.

- 3) *The proposal meets the concurrency requirements of Chapter 17D.010SMC. See SMC 17G.060.170(C)(3).*

On June 23, 2021, a Request for Comments on the application was circulated to all City departments and outside agencies with jurisdiction. See Exhibit 2. In response, the City received comments from various agencies regarding the proposal. See e.g. Exhibits 2A-2D. None of the commenting agencies or departments reported that concurrency was not satisfied. See Staff Report, p. 4. The Hearing Examiner concludes that this criterion is met.

- 4) *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The proposal is to remove a parcel of property from an existing PUD. No specific development project is being proposed at this stage. As a result, there is no site plan to consider. Since this criterion assumes a site plan is under consideration, this criterion is not especially relevant to this proposal.

That being said, the site was previously evaluated and approved for development. In accordance with the original PUD, the site is an appropriate location for single-family residences, parking areas, and a parking garage. See Exhibit 7 (Riverpoint Village PUD History); see *also* Exhibit 6F. There is little reason to believe the site cannot support other types of development as well. For example, the site is relatively flat, contains sufficient area to support various uses, and is adjacent to a public road, among other things. There is no evidence in this record suggesting that the physical characteristics of the property make it inappropriate for future development. In any case, Staff correctly noted that any new development proposed for this site will be reviewed by Development Services to determine suitability regarding site planning, soils, drainage, as well as building and land use codes. See Staff Report, p. 4.

There are no known historic or cultural features on the development site. See Exhibit 2A. However, the Spokane Tribe of Indians indicates a high probability of encountering cultural resources within the area. See *id.* The Tribe also recommended an inadvertent discovery plan be implemented in the scope of work. See Exhibit 2A. Staff proposed specific project conditions to address the Tribe's concerns. Those conditions have been incorporated into this approval. See Conditions 1 & 2.

The Hearing Examiner concludes that the property is suitable for future development separate from the Riverpoint Village PUD, given the conditions and characteristics of the site. As a result, this criterion is satisfied.

- 5) *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

As stated previously, there is no specific development project associated with this proposal. The mere removal of the site from the PUD will not result in environmental impacts. Removal of the site from the PUD will allow the owner to develop the property in various ways. However, the owner will be required to develop the site in compliance with all current regulations concerning land use and environmental protection. See Staff Report, p. 5. In addition, future development proposals will require a new SEPA review unless it is found to be categorically exempt per SMC 17E.050.070. See *id.* Finally, approval of this proposal will not diminish or alter the conditions of approval applicable to the remainder of the PUD. See *id.* Thus, the remainder of Riverpoint Village PUD will continue to be required to meet the conditions of the 1992 approval and the MDNS issued on May 1, 1992. See *id.* The Hearing Examiner concludes that this criterion is, therefore, satisfied.

- 6) *The remainder of Riverpoint Village PUD will continue to comply with the PUD criteria after the removal of Unit 12.*

When the Hearing Examiner approved the Riverpoint Village PUD in 1992, he found that the proposal was consistent with the decision criteria for PUDs. See Exhibit 6F (referencing former SMC 11.19.361); see also Staff Report, p. 5. The Staff determined that the Riverpoint Village PUD will continue to satisfy these criteria after Unit 12 is removed from the PUD. The Hearing Examiner agrees. No testimony or evidence presented at the hearing undermined the Staff's conclusion. The Hearing Examiner adopts and incorporates the Staff's analysis of this issue, found on page 5 of the Staff Report.

- 7) *The Hearing Examiner concludes that request to remove Unit 12 from the PUD should be approved despite the objections to the proposal.*

A number of objections and criticisms were raised about the proposal, both in written comments and in public testimony. The primary concerns raised in the public comments are discussed below.

Loss of Green Space. Condominium owners objected that the proposal would result in the loss of green space that they enjoy. See Exhibit 4 (E-mail of B. Guenther 8-12-2021, 3:42 PM). Some owners purchased their properties because of the green space provided by Unit 12. See Exhibit 4 (E-mail of G. Tsegay 8-4-2021, 10:00 AM; Letter of J. Serbousek 7-2-2021). Others believed the loss of green space would negatively impact both the environmental health of the area as well as the aesthetics of the district. See Exhibit 4 (E-mail of K. McLean 8-11-2021, 2:39 PM; Letter of C. Scarpelli 8-14-2021); *Testimony of R. Felice.*

The Hearing Examiner is sympathetic to these concerns. However, Unit 12 is a privately owned lot. *Testimony of S. Barbieri & W. Lenz.* The property was not designated as green space or open space when the PUD was approved. *Testimony of D. deBit.* One condominium owner contended that Unit 12 was designated as a "Group Limited Common Element" in the recorded Condominium Association ("Association") documents. See

Exhibit 4 (Letter of J. Serbousek 7-2-2021). However, she did not identify the specific provisions that supported this claim. The Hearing Examiner concludes that Ms. Serbousek is mistaken. At the hearing, both the owner and the Association specifically confirmed that Unit 12 was not a common element or a limited common element of the condominium.

Testimony of S. Barbieri & W. Lenz.

Unit 12 is maintained as a grassy, open area by the current owner, at its expense. The owner is not required to continue this arrangement indefinitely. In fact, that was never the intent. Under the original PUD, Unit 12 was to be developed with single-family residences, parking areas, and a parking garage. See Exhibit 7 (Riverpoint Village PUD History); see also Exhibit 6F. The removal of the site from the PUD may result in a different kind of development than originally contemplated. However, the proposal does not eliminate green space that was set aside for the benefit of the condominium owners or others.

Violation of Condominium CC&Rs. The Association contended that removing Unit 12 from the PUD violates the Covenants, Conditions, and Restrictions (CC&Rs) of the condominium. *Testimony of W. Lenz*; see also Exhibit 8. Under those covenants, the owner had the option to remove Unit 12 from the PUD, but had to do so by a stated deadline. See *id.* That deadline expired in 2003. See *id.* Thus, the owner missed its opportunity to remove Unit 12 from the PUD, and cannot legally do so now. See *id.*; see also Exhibit 4 (E-mail of B. Gallaher 8-13-2021, 10:12 AM; Letter of J. Serbousek 7-2-2021). The Association also pointed out that Unit 12 could be developed with a residential use, consistent with the CC&Rs. *Testimony of W. Lenz.* However, any proposal to convert the property to a non-residential use is prohibited. See *id.*; see also Exhibit 8.

The removal of Unit 12 may or may not be permissible under the terms of the CC&Rs. The CC&Rs may or may not operate to preclude non-residential uses of the site. Unfortunately, the Hearing Examiner does not have authority to answer these legal questions through this administrative process. The Hearing Examiner's authority is limited to rendering a decision on the application presented, based upon the relevant codes and regulations that govern this type of application. See *Chausee v. Snohomish County Council*, 38 Wn.App. 630, 636-37, 689 P.2d 1084 (1984) (holding that a hearing examiner can only exercise the powers specifically conferred by the local legislature). The Hearing Examiner cannot interpret and enforce CC&Rs, grant equitable remedies, or award damages. For these types of relief, the Association or its members must turn to the courts. The Hearing Examiner concludes that he has no jurisdiction to interpret and enforce the terms of private covenants.

Noncompliance with Condominium Act. The Association argued that the Applicant must comply with the requirements of the Condominium Act in order to withdraw Unit 12. See Exhibit 8. In order to withdraw the property from the condominium, the Applicant must prepare, execute, and record an amendment to the CC&Rs as well as a new/certified survey map and plans. See *id.* (Citing to Revised Code of Washington [RCW] 64.34.232 & .264). Those procedures have not been followed to date. See *id.* Any attempt to withdraw without following these procedures is invalid, according to the Association. See *id.*

The application before the Hearing Examiner seeks to remove Unit 12 from a PUD. A PUD is a form of subdivision of land authorized by local ordinance. As the Association notes, it is a "planning construct" created by the City to facilitate the efficient and beneficial use of land. See Exhibit 8. The creation of a condominium, by contrast, is a private arrangement by or among the owners of real estate. See *id.* The condominium process is legally distinct

from the creation of a PUD. The Hearing Examiner has no role in that process and no jurisdiction to apply or enforce condominium law in the context of a land use application. The Hearing Examiner concludes that this issue is outside the scope of his authority. As with the controversy over the effect of the CC&Rs, this issue can only be resolved in the courts.

Lack of Specific Development Proposal. Several public comments were made objecting to the fact that the owner did not submit a specific development proposal for Unit 12. The Association emphasized that more specificity was necessary in order to properly evaluate the effect of the proposal. *Testimony of W. Lentz.* One condominium owner stated that it was difficult to determine the purpose for the change, given the uncertainty regarding the future use. *Testimony of R. Felice.* Other owners predicted that there would be a range of impacts, if the property was ultimately developed in a more intense way, such as a commercial or institutional use. See e.g. Exhibit 4 (E-mail of K. McLean 8-11-2021, 2:39 PM; E-mail of R. Oakley 8-7-2021, 9:40 AM).

The proposal seeks to remove a parcel from a PUD, in order to permit development consistent with the current zoning. There is no rule mandating that an owner formulate a specific development plan as a precondition to removing a parcel from a PUD. *Testimony of D. deBit.* In addition, proposals to remove property from a PUD has been approved in the past, including at Riverpoint Village. See *id.* The proposal is in the nature of a non-project action, like a rezone. Rezones can be approved without specific development plans attached. Often, changes of that type are made with only long-term plans in mind. Moreover, the uncertainty surrounding this proposal is not materially different than occurs with any undeveloped parcel. An undeveloped parcel can be developed in a variety of ways, depending on the zoning, the market conditions, and the intent of the owner.

Ultimately, any future development proposal will require a new application and review for compliance with SEPA requirements. The developer will be required to provide all the salient details about such a proposal. The project will be subject to the City's application review process. The environmental impacts of any non-exempt project would also be considered at that time. In other words, there is a process in place to consider the project-specific impacts. That process will take place at the time a specific development application is submitted to the City.

Potential Impacts of Proposal. Project opponents predicted that removal of Unit 12 from the PUD would damage views; create noise impacts; lower property values; exacerbate parking problems; increase traffic and congestion; create safety hazards; and increase crime, among other concerns. See e.g. Exhibit 4 (E-mail of K. McLean 8-11-2021, 2:39 PM; E-mail of R. Oakley 8-7-2021, 9:40 AM; E-mail of G. Tsegay 8-4-2021, 10:00 AM; and Letter of J. Serbousek 7-2-2021). For various reasons, the Hearing Examiner concludes that these concerns do not justify denial of the proposal.

As previously discussed, Unit 12 was not set aside as open/green space for the benefit of neighboring owners or the community. It is a parcel of private property that was always slated for development. The original plan included a parking garage, single-family residences, and parking areas. The views across Unit 12 were never going to be preserved. In addition, a neighboring owner does not have a right to a view across another person's land, in the absence of an easement or covenant preserving the view. No objecting party contended that such an easement or covenant existed. Finally, the Hearing Examiner agrees with the Applicant that Riverpoint Village is primarily oriented toward the

Spokane River, rather than to the south. *Testimony of S. Barbieri*. There is also an existing parking garage and common areas that provide some buffer between Unit 12 and the residential units in the PUD. See *id.* Ultimately, Unit 12 was not intended to be preserved as a view amenity.

The other impacts listed by project opponents are more appropriately considered when a specific development proposal is submitted. It is difficult to see how the mere removal of the property from the PUD will result in such negative outcomes. The predictions of noise, traffic, congestion, crime, unsafe conditions, lower property values, etc. reflect generalized fears regarding how the property might be developed in the future. However, unsubstantiated fears of area residents do not constitute a substantive basis for denial of a land use application. See *Sunderland Family Treatment Services v. Pasco*, 127 Wn.2d 782, 796-97, 903 P.2d 986 (1995). Similarly, general community fears or displeasure are not a proper basis to condition or deny a project. See *Maranatha Mining, Inc. v. Pierce County*, 59 Wn. App. 795, 804, 801 P.2d 985 (1990).

In this case, there is no specific evidence in this record substantiating the predicted impacts. For example, there is no data supporting the idea that removing the property from the PUD will actually cause a drop in property values, an increase in crime, or any of the other impacts. There was no expert testimony explaining why the listed impact would necessarily arise from this proposal. It is also entirely possible that none of the predicted impacts will occur, depending upon the ultimate proposal. It is also possible that entirely different impacts will have to be considered or mitigated. At this stage, the predictions are essentially speculative.

To address its concerns, the Association suggested a range of project conditions, including a prohibition on tree removal; subjecting future development to architectural committee review; ensuring compliance noise and light regulations; and requiring the developer to be responsible for any utility modifications or relocations. See Exhibit 4 (E-mail of R. Oakley 8-7-2021, 9:40 AM). The Hearing Examiner does not believe these proposed conditions are appropriate.

First, the Hearing Examiner has no authority to require a property owner to preserve the trees¹ on his or her land. There is no rule or regulation upon which to base such a condition. In addition, there was no condition requiring the preservation of trees in the original decision approving the PUD. Thus, tree removal is at the discretion of the property owner, regardless of whether the property is developed for residential purposes or not.

Second, the Hearing Examiner does not have authority to interpret and enforce the CC&Rs of the Association, as previously discussed. Thus, the Hearing Examiner is not inclined to condition any future projects upon approval by the architectural review committee of the Association. As with the other questions related to the CC&Rs, the courts will have to determine whether future projects must comply with the architectural review provisions of the Association documents.

Third, the remaining, proposed conditions are unnecessary. Any future development will be required to satisfy the applicable regulations. That includes compliance with regulations

¹ "Street trees" located within the public right-of-way, by contrast, cannot be removed by the adjacent property owner without first obtaining a permit. See SMC 12.02.900 *et seq.* Incidentally, these types of permits are only granted in limited circumstances. See *id.*

regarding noise and light/glare. In addition, the developer will certainly be responsible to move utility lines as necessary to accommodate the development of Unit 12. That work must be done with necessary permits and in coordination with the utility providers.

Inconsistency with PUD Approval. The Association maintains that the Hearing Examiner's original decision required that the PUD "be made subject to the Declaration and be for the purpose of residential development." See Exhibit 8; see *also* Exhibit 6F. As a result, the Association concludes that the removal of Unit 12 from the PUD is inconsistent with the Hearing Examiner's original decision approving the PUD. Thus, the proposal should be denied. The Hearing Examiner disagrees with the Association's reasoning.

As the Association contends, the Hearing Examiner's decision approving the PUD states that the PUD shall be subject to the terms and conditions of the CC&Rs of the Riverpoint Village Planned Unit Development. See Exhibit 6F (Conditions 21 & 22). The primary purpose of these conditions, however, is to ensure that there is a mechanism to allocate a fair share of the costs of maintaining the common areas before sale of any lots/units. This also provides fair warning to future buyers regarding the obligations that go with ownership. The Association's argument seems to suggest that by requiring CC&Rs to be put in place before the development could proceed, the Hearing Examiner intended to adopt all the terms and conditions of those CC&Rs as conditions of approval for the PUD. The Hearing Examiner rejects this suggestion. This PUD conditions do not purport to dictate all the specific terms and conditions that must be included in the CC&Rs. Nor do the PUD conditions incorporate all the specific terms of the CC&Rs as conditions of the PUD itself.

The Hearing Examiner concludes that the proposal is consistent with the original decision approving the PUD. Nothing in those project conditions precludes the Hearing Examiner from approving this proposal.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed PUD amendment, subject to the following conditions:

1. If any artifacts or human remains are found upon excavation, The Spokane Tribe of Indians and the City of Spokane shall be immediately notified, and the work in the immediate area cease. Pursuant to RCW 27.53.060 it is unlawful to destroy any historic or prehistoric archaeological resources. RCW 27.44 and RCW 27.53.060 require that a person obtain a permit from the Washington State Department of Archaeology & Historic Preservation (WSDAHP) before excavating, removing, or altering Native American human remains or archaeological resources in Washington.
2. Prior to any land disturbing activities an Inadvertent Discovery Plan (IDP) shall be provided to the City, in a form satisfactory to the Planning Department. The IDP shall be kept on site during all land disturbance activity.
3. The land remaining within the Riverpoint Village PUD is and will remain subject to the applicable conditions of approval as set forth in the Hearing Examiner's decision dated June 16, 1992, including the MDNS issued on May 1, 1992.

4. The land removed from the PUD will be subject to such regulations and standards for land development as are in effect at the time that a development proposal is submitted.
5. If any existing easements exist on the subject property, they shall remain in place and in full force and effect until legally abandoned.

DATED this 20th day of September 2021.



Brian T. McGinn
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by Spokane Municipal Code 17G.060.210 and 17G.050.

Decisions of the Hearing Examiner amendments to PUDs are final. They may be appealed to the City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the date of the decision. The date of the decision is the 20th day of September 2021. **THE DATE OF THE LAST DAY TO APPEAL IS THE 4th DAY OF OCTOBER 2021, AT 5:00 P.M.**

In addition to paying the appeal fee to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the City Council.

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

ORD C36127

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

RETIREMENT

Contact Name/Phone

PHILLIP TENCICK 6336

Project #**Contact E-Mail**

PTENCICK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

6100 SMC CODE CHANGES RELATING TO SPOKANE EMPLOYEES' RETIREMENT SYSTEM

Agenda Wording

An ordinance relating to amendments to the Spokane Employees' Retirement System amending SMC sections 03.05.010, SMC 03.05.020 and adding a new section to SMC 3.05.175 of the Spokane Municipal Code.

Summary (Background)

Per counsel recommendation, to clarify definition of spouse and state registered domestic partnership as it relates to the Spokane Employees' Retirement System. And add language as it relates to beneficiaries.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

TENCICK, PHILLIP

Study Session\Other**Division Director****Council Sponsor**

Michael Cathcart

Finance

WALLACE, TONYA

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For the Mayor

ORMSBY, MICHAEL

tszambelan@spokanecity.org

Additional Approvals

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Purchasing

ORDINANCE NO. C36127

An ordinance relating to amendments to the Spokane Employees' Retirement System amending SMC sections 03.05.010, SMC 03.05.020 and adding a new section to SMC 3.05.175 of the Spokane Municipal Code.

WHEREAS, a review of chapter SMC 03.05 has determined that amendments are necessary to update the SERS plan to address changes in State law and clarification of beneficiaries under the Spokane Employee's Retirement System.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.05.010 the Spokane Municipal Code is amended to read as follows:

Chapter 03.05 Spokane Employees' Retirement System

Section 03.05.010 Purpose

The purpose of this chapter and chapter 4.14 SMC is to establish a retirement and pension system for superannuated or totally and permanently disabled employees and elected officials of the City as authorized ~~by state law~~ under RCW 41.28.

Section 2. That section 03.05.020 the Spokane Municipal Code is amended to read as follows:

Title 03 Administration and Personnel

Chapter 03.05 Spokane Employees' Retirement System

Section 03.05.020 Definitions

- A. "Accumulated contributions" means the sum of all normal contributions deducted from the compensation of a member, and in-lieu payments of employees' contributions by the City, standing to the credit of the member's individual account, together with contribution interest as established pursuant to SMC 4.14.070(D) (1) compounded monthly.
- B. "Annuity" means payments derived from contributions made by a member as provided in SMC 3.05.190.
- C. "Beneficiary" means any person in receipt of a pension, annuity, retirement allowance, disability allowance, or any other benefit provided in this chapter and chapter 4.14 SMC.

- D. "Board" means "board of administration" as provided in chapter 4.14 SMC.
- E. "City" means the City of Spokane.
- F. "City service" means service by an employee rendered to the City for compensation and, for the purpose of this chapter and chapter 4.14 SMC, a member shall be considered as being in City service only while the member is receiving compensation for such service. City service also includes: (i) service by an employee of SREC for the limited period of time during which the employee also qualifies as a SREC Member; and (ii) service by an employee of SPFD for the limited period of time during which the employee also qualifies as a SPFD Member.
- G. "Compensation" means the compensation including base pay, shift differential, overtime, holiday pay, hazardous duty pay and out-of-classification pay, payable in cash, plus the monetary value, as determined by the board, of any allowance in lieu thereof. It shall not be reduced by salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included in determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.
- H. "Contribution interest," unless changed by the board as provided in SMC 4.14.070, means the interest rate on member contributions, which shall be set equal to the average daily interest rate for the 5-year US Treasury Note from July 1 of the previous year to June 30 of the current year, rounded to the nearest 0.25%. The new interest rate will be effective as of July 1 of the current year, beginning in 2016.
- I. "Creditable service" means such City service as is evidenced by the record of normal contributions received from the employee plus prior City service if credit for same is still intact or not lost through withdrawal of accumulated contributions as provided in SMC 3.05.120. The maximum creditable service will be based on the benefit formula eligibility in SMC 3.05.025. Creditable service includes service rendered by: (i) a SREC employee during the period of time that the SREC employee also is a SREC Member; and (ii) a SPFD employee during the period of time that the SPFD employee also is a SPFD Member.
- J. "Employee" means any regularly appointed employee or elected official of the City or of the Spokane public library. Employee also includes: (i) regularly appointed employees of SREC for the limited period of time during which such employees also qualify as SREC Members; and (ii) regularly appointed employees of SPFD for the limited period of time during which such employees also qualify as SPFD Members.
- K. "Final compensation" has different meanings that depend on whether the member's benefit is calculated using Tier 1, Tier 2, Tier 3 or Tier 4. For benefits

calculated under Tier 1 and Tier 2, "final compensation" means the annual average of the member's compensation during the highest consecutive two-year period of service for which service credit is allowed for purposes of determining retirement benefits for members described in SMC 3.05.025(A) or (B).) For benefits calculated under Tier 3, "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed. For benefits calculated under Tier 4, "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed; for this purpose, the portion of a member's compensation for any year shall not include overtime in excess of twenty percent (20%) of the member's base salary for that year. Final compensation shall not be reduced to reflect salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included as final compensation when determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.

- L. "Fiscal year" means any year commencing with January 1st and ending with December 31st next following.
- M. "Member" means any person included in the membership of the retirement system as provided in SMC 3.05.030.
- N. "Normal contributions" means the contributions at the rate provided for in SMC 3.05.040(A) and (B).
- O. "Participation date" means the date on which an employee initially joined the retirement system from which the employee had uninterrupted deposit of contributions. If an employee who joins the system terminates and their accumulated contributions are withdrawn is subsequently rehired as a City employee, then that employee's participation date shall be their rehire date and not the date on which the employee was originally hired, whether or not that employee redeposits their contributions as permitted under SMC 3.05.120(C). If an employee becomes subject to SMC 3.05.260 and is rehired following retirement, then any additional retirement allowance earned by that employee shall be determined as if the member's participation date is based on the rehire date.
- P. "Pension" means payments derived from contributions made by the City (and by SREC and SPFD, as applicable) as provided for in SMC 3.05.190.
- Q. "Regular interest," unless changed by the board as provided in SMC 4.14.070, means the actuarial assumption rate of interest which compounded annually shall place the retirement fund on a sound actuarial basis.

- R. "Retirement allowance" means any payments made to a member or successor upon retirement for service or disability.
- S. "Retirement fund" means "employees' retirement fund" as created and established in SMC 3.05.070 and SMC 7.08.601. "Retirement system" means "Spokane Employees' Retirement System" (SERS), provided for in this chapter.
- T. "SPFD" means Spokane Public Facilities District.
- U. "SPFD Member" means any actively employed City employee whose employment was directly transferred to SPFD and who, at the time of such transfer, was an active member of SERS.
- V. "Spouse" means an individual to whom a member is lawfully married under state law; the terms "spouse," "husband and wife," "husband," and "wife," include an individual married to another individual of the same sex if the individuals are married under state law, and the term "marriage" includes such a marriage between individuals of the same sex. Pursuant to RCW 41.04.900, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to state registered domestic partnerships or individuals in state registered domestic partnerships as well as to marital relationships and married persons, and references to dissolution of marriage shall apply equally to state registered domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law.
- W. "SREC" means Spokane Regional Emergency Communications.
- X. "SREC Member" means any actively employed City employee whose employment was directly transferred to SREC and who, at the time of such transfer, was an active member of SERS.
- Y. "State registered domestic partnership" is defined consistent with the provisions of RCW 26.60.020, 26.60.025, and 26.60.030.
- Z. "Tier 1" means the benefit formula in SMC 3.05.160.
- AA. "Tier 2" means the benefit formula in SMC 3.05.165.
- BB. "Tier 3" means the benefit formula in SMC 3.05.166.
- CC. "Tier 4" means the benefit formula in SMC 3.05.167.

Section 3. That a new section 03.05.175 is added to the Spokane Municipal Code to read as follows:

3.05.175 Beneficiary Designations.

A. Beneficiary Designations, Generally.

At any time before the earlier of the member's retirement or death, a member may designate a new beneficiary or revoke a previous designation of beneficiary for the purposes of the payment of death benefits under SMC 3.05.170.

B. Requirements of Valid Beneficiary Designations.

To be considered a valid beneficiary designation, such designation must be:

1. In a written format acceptable to the board;
2. Signed and dated by the member; and
3. Received by the retirement system before the earlier of the member's retirement or death.

C. Effect of Receipt of Valid Beneficiary Designation.

The receipt by the retirement system of a member's new beneficiary designation revokes all previous otherwise valid beneficiary designations made by that member.

D. Beneficiary Designation not Generally Not Modifiable by Agreement.

The right of a designated spousal beneficiary to receive a death benefit under SMC 3.05.170.A or B. may not be deemed nullified or waived by any agreement or property settlement between the member and the beneficiary, or on behalf of either of them, except to the extent that such agreement or property settlement constitutes a qualified domestic relations order under SMC 3.05.240.B.

E. Subsequent Life Events do not Revoke Existing Beneficiary Designations.

The marriage, divorce, remarriage, dissolution or invalidation of a marriage or state registered domestic partnership, or termination of a state registered domestic partnership will not revoke, affect or otherwise invalidate an otherwise valid beneficiary designation under this SMC 3.05.175 previously executed by a member and filed with the retirement system. Accordingly, by operation of RCW 11.07.010(2)(b)(i), amounts payable under SMC 3.05.710 are not subject to RCW 11.07.010."

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

ORD C36128

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

ACCOUNTING

Contact Name/Phone

MICHELLE MURRAY X6320

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

5600 - ORDINANCE FOR REET AND INTERMODAL FUND HOUSEKEEPING

Agenda Wording

Approval of action to create a special revenue fund 1615 for REET 1st Quarter percent and repealing SMC 07.08.104 for fund 1450 Under Freeway Parking and SMC 07.08.122 fund 1570 Intermodal Facility.

Summary (Background)

Per RCW 82.46.010, the City must account for its first quarter percent Real Estate Excise Tax (REET 1) in a separate special revenue fund. This revenue must be used solely for maintenance of capital facilities and for capital projects specified in a capital facilities plan element of the City's comprehensive plan. This ensures the funds are distributed according to the Washington State Code.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Neutral \$ 0

Select \$

Select \$

Select \$

Budget Account

99999

#

#

#

Approvals**Dept Head**

MURRAY, MICHELLE

Division Director

WALLACE, TONYA

Finance

MURRAY, MICHELLE

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

F&A 10-18-2021

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Additional Approvals**Purchasing**

Briefing Paper

Division & Department:	Finance
Subject:	Ordinance for REET and Intermodal Fund Housekeeping
Date:	4/19/21
Contact (email & phone):	Michelle Murray mmurray@spokanecity.org x6320
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	Michelle Murray
Committee(s) Impacted:	F&A Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Legal mandate, accounting structure
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of action to create a special revenue fund 1615 for REET 1 st Quarter percent and repealing SMC 07.08.104 for fund 1450 Under Freeway Parking and SMC 07.08.122 fund 1570 Intermodal Facility
Background/History:	
<p>A. Per RCW 82.46.010, the City must account for its first quarter percent Real Estate Excise Tax (REET 1) in a separate special revenue fund. This revenue must be used solely for maintenance of capital facilities and for capital projects specified in a capital facilities plan element of the City's comprehensive plan. This ensures the funds are distributed according to the Washington State Code.</p> <p>B. During the budgeting and organization process Finance determined changing the name of the Asset Management Fund to Facilities Management Fund better describes its activities and propose the following organization changes. This aligns with the name change of the Department and other sections of SMC.</p> <p>C. Finance also determined, since there is no longer a contract with the Washington State Department of Transportation there is no need to maintain a separate fund Under Freeway Parking and all unspent funds will be transferred to the Facilities Management Fund to be spent accordingly.</p> <p>D. The Intermodal Facility is now managed by the Facilities Management Fund and there is no longer a need to have a separate fund for these activities. Finance proposes all activity be recorded in a specifically identified program within the Facilities Management Fund.</p>	
Budget Impact:	
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
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. C36128

An ordinance relating to various special revenue funds and internal services funds in Chapter 7.08 SMC; amending SMC sections 7.08.124 and 7.08.059 and repealing SMC 7.08.104 and 7.08.122.

WHEREAS, sections of Chapter 7.08 SMC regarding special revenue funds and internal services funds need to be amended or repealed to more accurately reflect the nature of the funds or changes to the circumstances or need for the funds as more fully set forth in this preamble; and

WHEREAS, state law authorizes cities to adopt a one-quarter of one percent excise tax on the sale of real property pursuant in two separate circumstances. Cities may adopt what is referred to as “the first quarter percent” or “REET 1” pursuant to RCW 82.46.010 (2), the revenue of which must be used solely for maintenance of capital facilities and for capital projects specified in a capital facilities plan element of the city’s comprehensive plan. Cities may also adopt an additional quarter of a percent what is referred to as “the second quarter percent” or “REET 2” pursuant to RCW 82.46.035 (2), which may be used solely for financing capital projects specified in a capital facilities plan element of a comprehensive land use plan. What constitutes a “capital project” is different depending if the funds are generated from RCW 82.46.010 (2) or RCW 82.46.035 (2); and

WHEREAS, the City Council has previously adopted both one-quarter of one percent excise tax pursuant to RCW 82.46.010 (2) and RCW 82.46.035 (2) as codified in SMC 8.14.010 A. and B.

WHEREAS, a separate fund needs to be established in SMC 7.08.124 for the two separate one-quarter of one percent real estate excise tax previously enacted by the City Council; and

WHEREAS, the under freeway parking area has been leased to the City by the Washington State Department of Transportation (WSDOT) for decades; and

WHEREAS, in March 2021, the WSDOT advised the City that it would require fair market value (FMV) of the leased space if lease #AA-6-05018 was renewed. WSDOT’s estimate of FMV far exceeds the amount that the City would be able to collect for this property; and

WHEREAS, the lease with WSDOT was terminated as of May 10, 2021. The Under Freeway Parking Fund established in SMC 7.08.104 can be closed and all assets, liabilities, and net position of the Under Freeway Parking Fund will be transferred to the Facilities Management Fund; and

WHEREAS, operations of the intermodal facility will be managed by the Facilities Management Department as defined in SMC 3.01A.220. All assets, liabilities, and net position of the Intermodal Facility Operations Fund in SMC 7.08.122 will be transferred to the Facilities Management Fund; and

WHEREAS, the name Asset Management Fund as defined in SMC 07.08.509 is too broad of a term and should be renamed to Facilities Management Fund to be consistent with the Facilities Management Department name as specified in SMC 03.01A.220.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC 7.08.124 is amended to read as follows:

7.08.124 Real Estate Excise Tax Fund

A. Real Estate Excise Tax – First Quarter Percent – REET 1

1. Under the authority of RCW 82.46.010(2) there is established a special revenue fund to be known as the “real estate excise tax fund,” which shall be distinguished as “REET 1”, into which shall be placed all moneys received from the additional one-quarter of one percent excise tax on the sale of real property imposed by Ordinance C31191, SMC 8.14.010(A).
2. Moneys in this fund may be accumulated or expended for the purposes of providing funding for the maintenance of capital facilities and financing of capital improvements program fund projects as defined in RCW 82.46.010 (6) and as specified in a capital facilities plan element of the city’s comprehensive plan.

B. Real Estate Excise Tax – Second Quarter Percent – REET 2

- ~~((A))~~ 1. Under the authority of RCW 82.46.035(2) there is established a special revenue fund to be known as the “real estate excise tax fund,” which shall be distinguished as “REET 2”, into which shall be placed all moneys received from the additional one-quarter of one percent excise tax on the sale of real property imposed by Ordinance C31191, SMC 8.14.010 (B).
- ~~((B))~~ 2. Moneys in this fund may be accumulated or expended for the purposes of financing capital projects as defined in RCW 82.46.035(5) and as specified in the capital facilities plan element of the comprehensive plan developed under the Growth Management Act.

Section 2. That SMC 7.08.509 is amended to read as follows:

7.08.509 ~~((Asset))~~ Facilities Management Fund

- A. There is created a fund to be known as the “~~((asset))~~ Facilities Management Fund” for the purpose of planning, designing, constructing/demolishing, procuring, managing and selling real property and infrastructure for City departments/funds.
- B. All moneys deposited in the fund shall be expended through the usual fiscal officers of the City as directed by the legislative authority of the City and in accordance with approved

budgets for the design, construction/demolition, procurement or management of real property and for payments of debt related to property owned by the fund.

- C. All moneys deposited into the fund and not expended shall remain in the fund from year to year and shall not be transferred to any other fund or expended for any other purpose whatsoever, except by appropriate action of the City Council.
- D. The City fund that uses (~~the property owned by the asset management fund for~~) each facility for its operating activities is responsible for all expenses related to the maintenance and operation of the property. Beginning in 2022, facility maintenance costs will be assessed on a square foot basis.
- E. To the extent permitted by law, all moneys from the sale of surplus real properties declared by the City Council shall be deposited into the General Fund, less expenses incurred to transact the sale and disposal of the property.
- F. To the extent permitted by law, all proceeds from the sale of low-value personal property or equipment conducted as authorized under SMC 12.05.040 shall be deposited into the Facilities Management Fund (~~fund~~).

Section 3. That SMC 7.08.104 is repealed.

Section 4. That SMC 7.08.122 is repealed.

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:**

11/01/2021

Date Rec'd

10/21/2021

Clerk's File #

ORD C36129

Renews #Submitting Dept

FINANCE, TREASURY & ADMIN

Cross Ref #Contact Name/Phone

PAUL INGIOSI 509-625-6061

Project #Contact E-Mail

PINGIOSI@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0410 - CITYWIDE CIP ORDINANCE 2022-2027

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2022-2027 and amending the Citywide Capital Improvement Program as referenced in Appendix C of the City's Comprehensive Plan.

Summary (Background)

Spokane Municipal Code, section 07.17.010, states the City shall annually adopt a Citywide Six-Year Capital Improvement Program (CIP). An update was provided to City Council on September 20, 2021. A Plan Commission workshop was held on September 22, 2021. A Plan Commission hearing was held on October 13, 2021. The 2022-2027 CIP was found to be consistent with the City's Comprehensive Plan per the attached Plan Commission Findings of Fact, Conclusions, and Recommendations.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

INGIOSI, PAUL

Study Session\OtherFinance & Administration
Committee - 09/20/21Division Director

WALLACE, TONYA

Council Sponsor

Council President Beggs

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MURRAY, MICHELLE

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For the Mayor

ORMSBY, MICHAEL

jstratton@spokanecity.org

Additional Approvals

kemiller@spokanecity.org

Purchasing

ORDINANCE NO. C36129

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2022 THROUGH 2027 AND AMENDING THE CITYWIDE CAPITAL IMPROVEMENT PROGRAM (CIP) AS REFERENCED IN APPENDIX C OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

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

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to the CIP, which amendments consist of an updated six-year plan (years 2022 through 2027) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 21, 2021 by Council Resolution 2021-0052, and that program is incorporated into the CIP; and

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

WHEREAS, on September 20, 2021, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 22, 2021; and

WHEREAS, after providing appropriate public notices, on October 13, 2021, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2022-2027), as set forth in the attached Citywide Capital Improvement Program (2022-2027).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2022-2027).

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

PASSED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to Form:

Assistant City Attorney

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2022-2027 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2022-2027 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

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

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

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

D. The 2022-2027 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held one workshop on September 22, 2021, to obtain public comments on the 2022-2027 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2022-2027 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

ACTION: Motion to accept the staff's Findings of Fact A through F.

CONCLUSIONS:

A. The 2022-2027 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2022-2027 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.

ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.

RECOMMENDATIONS:

A. The Spokane City Plan Commission is certifying that the 2022-2027 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 8 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.


Todd Beyreuther (Oct 18, 2021 12:49 PDT)

**Todd Beyreuther, President
Spokane Plan Commission**

Ordinance C36129

The full six-year Citywide Capital Improvement Plan for the years 2022 through 2027 can be found on the City's website under "Related Documents" at the link provided: <https://my.spokanecity.org/projects/capital-programs/>