

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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 8, 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 **146 663 7938** 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 8, 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 8, 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 15, 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. One-Year Value Blanket for the 2022 ammunition order from both San Diego Police Equipment and Dooley Enterprises with four annual renewal options—\$175,000 for both companies. (Council Sponsor: Council Member Cathcart)
Jacqui MacConnell | Approve | OPR 2021-0731
RFQ 5494-21 |
| 2. 10-year interdepartmental agreement between the Public Works Division and the Parks Department, investing in Parks projects that achieve water savings, allow for better management of Parks landscaping, and support long-term water system needs—\$250,000 annually. (Council Sponsor: Council President Beggs)
Marlene Feist | Approve | OPR 2021-0732 |
| 3. Memorandum of Understanding between Spokane County, County Sheriff's Office and City Police Department to sub-award WASPC grant funds for the FY2021-2022 Regional Mental Health Field Response Team project—\$833,433. (Relates to Special Budget Ordinance C36134) (Council Sponsor: Council Member Kinnear)
Eric Olsen | Approve
and Auth.
Contracts | OPR 2021-0733 |

- | | | |
|--|------------------------------|------------------------------|
| 4. Industrial Pretreatment Program Multi-jurisdictional Agreement with Spokane County. (Council Sponsor: Council President Beggs)
Raylene Gennett | Approve | OPR 2021-0734 |
| 5. Acceptance of the Washington Traffic Safety Commission Grant for Municipal DUI Court from October 1, 2021 through September 30, 2022—\$50,000. (Council Sponsor: Council President Beggs)
Seth Hackenberg | Approve | OPR 2021-0735 |
| 6. Contract Renewal with Wingfoot Commercial Tire Systems, LLC for the repair of miscellaneous tires for one year, using Washington State Contract 00519—\$150,000. (Council Sponsor: Council Member Kinnear)
Richard Giddings | Approve & Authorize Contract | OPR 2019-0855 |
| 7. Contract Renewal with Gall's, LLC for police uniforms for 2021 and 2022—estimated average amount of \$100,000 annually. (Council Sponsor: Council Member Kinnear)
Jennifer Hammond | Approve & Authorize Contract | OPR 2018-0526
RFP 4463-18 |
| 8. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve & Authorize Payments | CPR 2021-0002 |
| 9. 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)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

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

ORD C36133

Solid Waste Fund

(1) Increase appropriation by \$1,875,330.

(A) The increase in appropriation is from the Solid Waste Fund's Unappropriated Reserves.

(B) Of the increased appropriation, \$1,061,284 is provided solely for machinery and equipment.

(C) Of the increased appropriation, \$814,046 is provided solely for repair and maintenance supplies.

(This action allows for ordering essential parts with long lead times, in November 2021, in preparation for the planned 2022 spring outage at the Waste to Energy Plant.) (Council Sponsor: Council President Beggs)

David Paine

ORD C36134

Public Safety & Judicial Grant Fund

1) Increase revenue by \$833,433

a. Revenue increase due to awarded grant funding through Spokane County toward the Spokane Regional Mental Health Field Response Team program grant

2) Increase appropriations by \$833,433

a. Increase in appropriations to be used towards funding 6 full-time SPD employees assigned to the Behavioral Health Unit

i. One Sergeant who will oversee the Unit

ii. One Mental Health Coordinator

iii. Four Police Officers

(This action allows acceptance of grant funding for six SPD employees assigned to the Behavior Health Unit.) (Relates to Consent Agenda Item #3.) (Council Sponsor: Council Member Kinneear)

Eric Olsen

ORD C36135

Public Safety & Judicial Grant Fund

1) Increase revenue by \$69,341

a. \$69,341 of the increased revenue in the Police department is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021

2) Increase appropriations by \$69,341

a. Increase in appropriations will be used to procure safety equipment for the Spokane Police Hostage Negotiation Team

(This action allows for procuring additional safety equipment and tools to adhere to new state legislation.) (Council Sponsor: Council Member Kinneear)

Eric Olsen

ORD C36136

General Fund

(1) Decrease the appropriation for Assistant Prosecutor in Legal by \$28,000.

(2) Increase the appropriation for the Interpreter Costs in Legal by \$28,000.

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

(This action allows for covering increased interpreter costs in 2021.) (Council Sponsor: Council Member Kinneear)

Mike Ormsby

NO EMERGENCY ORDINANCES**RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0095 Regarding an update to Appendix "A" of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees. (Council Sponsor: Council President Beggs)
Raylene Gennett
- RES 2021-0096 Relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 24082.9063, and 24082.9087. (Council Sponsor: Council Member Cathcart)
Eldon Brown
- RES 2021-0097 Approving an extension of a development agreement regarding the preliminary plat and planned unit development referred to as the vistas at Beacon Hill. (Council Sponsor: Council Member Cathcart)
Eldon Brown
- ORD C36132 Reducing fees for construction of accessory dwelling units; amending sections 8.02.031, 8.02.066, 13.04.2042, and 13.03.0732 of the Spokane Municipal Code. (Council Sponsor: Council Member Kinnear)
Lori Kinnear

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS**HEARINGS****RECOMMENDATION**

- | | | |
|--|--|---------------|
| H1. Continue Hearing on Proposed 2022 Budget.
(Continued from November 8, 2021, Agenda) | Hold Hrg.
Then
Continue
to 11/22/21 | FIN 2021-0001 |
|--|--|---------------|

Motion to Approve Advance Agenda for November 15, 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 15, 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 15, 2021, Regular Legislative Session of the City Council is adjourned to November 22, 2021.

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

11/15/2021

Date Rec'd	11/3/2021
Clerk's File #	OPR 2021-0731
Renews #	
Cross Ref #	
Project #	
Bid #	RFQ 5494-21
Requisition #	2022 BUDGET

Submitting Dept	POLICE
Contact Name/Phone	JACQUI MACCONNELL 625-4109
Contact E-Mail	JMACCONNELL@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 AMMUNITION ORDER

Agenda Wording

Request for one year value blanket for the 2022 ammunition order from both San Diego Police Equipment and Dooley Enterprises with 4 annual renewal options. Total estimate for 2022 is \$175,000 for both companies.

Summary (Background)

In 2021 Spokane Police sent out a request for bids for ammunition - RFQ5494-21. San Diego Police Equipment won the bid for our duty ammunition and Dooley Enterprises won the bid for our practice ammunition. Both won the bids to provide ammunition to the department for a year with an option to purchase from each company for another four years. We are increasing the amount of money we are asking for due to the increase in the price of ammunition.

Lease? NO Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense	\$ 175,000.00	# 0680-11460-21400-53206-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals**Council Notifications**

Dept Head	LUNDGREN, JUSTIN	Study Session\Other	PSCHC 11/01/2021
Division Director	MEIDL, CRAIG	Council Sponsor	CM Cathcart
Finance	SCHMITT, KEVIN	Distribution List	
Legal	ODLE, MARI		spdfinance@spokanepolice.org
For the Mayor	ORMSBY, MICHAEL		

Additional Approvals

Purchasing	WAHL, CONNIE	

Worksheet					
Extended Price Analysis					
Reference Number	Description	Type	UOM	Quantity	Extended Estimate
Bid Price Ratio					
Total Extended					
.380 Caliber					
#1	Speer Gold Dot .380	Base	Case	1	
#2	95 grain FMJ	Base	Case	1	
#3	.380 ACP Frangible	Base	Case	1	
.38 Caliber					
#1	Speer Gold Dot 38+P 135 grain	Base	Case	1	
#2	.38 130 grain FMJ	Base	Case	1	
9mm					
#1	Speer Gold Dot 147 grain	Base	Case	1	
#2	147 grain FMJ	Base	Case	1	
#3	100 grain Frangible	Base	Case	1	
.40 Caliber					
#1	Speer Gold Dot 180 grain	Base	Case	1	
#2	180 grain FMJ	Base	Case	1	
#3	125 grain Frangible	Base	Case	1	
.45 Caliber					
#1	Speer Gold Dot 230 grain	Base	Case	1	
#2	230 grain FMJ	Base	Case	1	
#3	155 grain Frangible	Base	Case	1	

.223 Caliber					
#1	Federal Tactical Bonded Soft Tip 55 grain	Base	Case	1	
#2	55 grain FMJ	Base	Case	1	
#3	42 grain Frangible	Base	Case	1	
.308 Caliber					
#1	Federal 168 grain Tactical Tip Matchking	Base	Case	1	
#2	Federal 168 grain Tactical Bonded Tip	Base	Case	1	
12 gauge					
#1	Federal controlled flight 00 Buck	Base	Case	1	
#2	71.2 shot	Base	Case	1	
#3	1 ounce slugs	Base	Case	1	
FX Marking					
#1	.38 Simunition Training Ammo	Base	Case	1	
Cartridges					
#1	Speer 9mm Force on Forcce	Base	Case	1	

chris@dooleyenterprises.com	San Diego Police Equipment Co Inc	Average
100%	20.33%	
\$1,671.00	\$8,217.97	
\$259.00	\$1,253.44	
\$0.00	\$475.10	\$237.55
\$259.00	\$309.54	\$284.27
\$0.00	\$468.80	\$234.40
\$276.00	\$797.55	
\$0.00	\$419.20	\$209.60
\$276.00	\$378.35	\$327.18
\$228.00	\$1,041.12	
\$0.00	\$389.22	\$194.61
\$228.00	\$232.40	\$230.20
\$0.00	\$419.50	\$209.75
\$251.00	\$1,162.36	
\$0.00	\$409.21	\$204.61
\$251.00	\$311.95	\$281.48
\$0.00	\$441.20	\$220.60
\$283.00	\$1,371.77	
\$0.00	\$448.55	\$224.28
\$283.00	\$351.80	\$317.40
\$0.00	\$571.42	\$285.71

\$374.00	\$777.27	
\$0.00	\$234.19	\$117.10
\$374.00	\$211.90	\$292.95
\$0.00	\$331.18	\$165.59
\$0.00	\$811.05	
\$0.00	\$479.85	\$239.93
\$0.00	\$331.20	\$165.60
\$0.00	\$387.16	
\$0.00	\$158.40	\$79.20
\$0.00	\$72.94	\$36.47
\$0.00	\$155.82	\$77.91
\$0.00	\$334.15	
\$0.00	\$334.15	\$167.08
\$0.00	\$282.10	
\$0.00	\$282.10	\$141.05

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Spokane Police Department
Subject:	2022 Ammunition Order (practice and duty ammunition)
Date:	10/20/2021
Author (email & phone):	Jacqui MacConnell, jmacconnell@spokanepolice.org , 625-4109
City Council Sponsor:	Michael Cathcart
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health 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)	RFQ#5494-21
Strategic Initiative:	
Deadline:	
Outcome:	Request for one year value blanket for the 2022 ammunition order from both San Diego Police Equipment and Dooley Enterprises with 4 annual renewal options. Total estimate for 2022 is \$175,000 for both companies.
Background/History: In 2021 Spokane Police sent out a request for bids for ammunition – RFQ5494-21. San Diego Police Equipment won the bid for our duty ammunition and Dooley Enterprises won the bid for our practice ammunition. Both won the bids to provide ammunition to the department for a year with an option to purchase from each company for another four years. We are increasing the amount of money we are asking for due to the increase in the price of ammunition.	
Executive Summary: 2022 ammunition order for the Spokane Police Department is based off the data from the amount of ammunition that was consumed in 2020 and 2021 thus far, current inventory and the anticipated needs for 2022.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: 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: Known challenges/barriers:	

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

11/15/2021

Date Rec'd

11/2/2021

Clerk's File #

OPR 2021-0732

Renews #**Submitting Dept**

PUBLIC WORKS

Cross Ref #**Contact Name/Phone**

MARLENE FEIST 625-6505

Project #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5200-PUBLIC WORKS & PARKS INTERDEPARTMENTAL AGREEMENT ON WATER

Agenda Wording

10-year interdepartmental agreement between the Public Works Division and the Parks Department, investing \$250,000 a year in Parks projects that achieve water savings, allow for better management of Parks landscaping, and support long-term water

Summary (Background)

This interdepartmental agreement between Public Works and parks will support water conservation efforts, which are critical for water system planning and allows the City to keep costs more affordable for all ratepayers by limiting the need for additional water capacity projects over time. Through this agreement, Public Works will provide \$250,000 annually to the Parks Department to be spent on irrigation upgrades and other infrastructure projects that reduce water use. Parks will serve as an

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 250,000.00

4100-42415-97114-80101-99999

Select \$

#

Select \$

#

Select \$

#

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

FEIST, MARLENE

Study Session\Other

PIES 10-25-21

Division Director

FEIST, MARLENE

Council Sponsor

Beggs

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ddaniels@spokanecity.org

Additional Approvals

publicworksaccounting@spokanecity.org

Purchasing

mfeist@spokanecity.org

eschoedel@spokanecity.org

jgarrett@spokanecity.org

kzimmer@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

system needs.

Summary (Background)

example of waterwise practices, adopting every other day watering & reducing watering during peak usage times to assist Water with managing system needs. The agreement builds on a pilot program that delivered a number of water-saving projects.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

fdickson@spokanecity.org

sburns@spokanecity.org

INTERDEPARTMENTAL AGREEMENT BETWEEN THE WATER
DEPARTMENT AND PARKS & RECREATION DEPARTMENT REGARDING
INVESTMENTS AND COLLOBORATION IN WATER STEWARDSHIP

THIS AGREEMENT is between the City of Spokane, Water Department, located at 914 East Foothills Drive, Spokane, Washington 99207, hereafter referred to as "Water" and the City of Spokane, Parks and Recreation Department, whose address is Fifth Floor City Hall, 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "Parks", together collectively referred to as the "Parties".

WHEREAS, the City of Spokane ("City") owns and operates a Group A public water system that supplies and distributes potable water across the region in accordance with Chapter 70.119A RCW, chapter 346-290 and efficiency measures; and

WHEREAS, the City, through its Park Board, operates a Park and Recreation Department ("Parks") pursuant to the Spokane City Charter and operates thousands of acres of developed and natural open space; and

WHEREAS, water conservation and stewardship are a critical component of water system planning, and allow the City to keep costs more affordable for all ratepayers by limiting the need for additional water capacity projects over time; and

WHEREAS, conservation efforts also protect and preserve the City's water supplies both in the aquifer and in the Spokane River, which are hydrologically connected; and

WHEREAS, The City has promoted water conservation education efforts for some time. In 2020, the City created the Water Conservation Master Plan, which focuses on taking the next steps towards water conservation efforts, recognizing the need to both "shave the peak" and "shave the base" of water use. This approach is designed to reduce strain on the City's system, as well as resources; and

WHEREAS, the City's Water Department is the City's expert on protecting the quantity and quality of City's water supply for the long-term benefit of the resource and ratepayers of the Water Utility; and

WHEREAS, Parks is committed to implementing water conservation improvements, developing efficient irrigation & pond recharge strategies and maintenance techniques to reduce peak demand of water use, including options such as every other day watering, to benefit the water system long term; and

WHEREAS, Parks serves as the City's landscaping experts and employs strategies that maintain beautiful spaces for citizens while ensuring efficient use of dollars and resources; and

WHEREAS, Parks is in a unique position to serve as a positive example in the community for water-saving approaches that can be duplicated by the City's citizens; and

WHEREAS, investing in water-saving projects in Parks will contribute to the City's ability to keep costs more affordable for all ratepayers; water conservation helps to limit the need for additional water capacity improvements over time; and

WHEREAS, the Parties have negotiated terms and conditions for water-saving projects in and around Parks' managed property as part of the City's strategic initiative around water stewardship and conservation.

WHEREAS, the Parties now wish to memorialize said terms into an agreement, outlined herein.

NOW THEREFORE, the parties mutually agree as follows:

1. PARTIES: The Parties understand they are all part of the same municipal corporation, and, though they operate as independent departments and divisions of the City and are subject to separate budgetary and legal requirements and procedures, they desire to reflect their relationship most efficiently through this Interdepartmental Agreement. The Water Department is represented by the Director of Water and Hydroelectric Department. Parks is represented by the Park Board acting through the Park Director.
2. PURPOSE: The purpose of this MOU is to establish the terms and conditions for:
 - 2.1 The relationship between Parks and Water to address water conservation strategies to reduce peak demand water usage and benefit the water system and environment.
 - 2.2 Collaborate on to be identified projects and programs to reduce water usage annually.

2.3 Establish selection criteria policy and defined criteria for project selection which is mutually beneficial to both Water and Parks.

3. DURATION: This MOU shall be effective May 1, 2021 and shall remain in effect for a period of ten (10) years, or until terminated by either Party. The Parties reserve the right at any time to terminate, re-negotiate, or extend this MOU.

4. TERMS:

4.1 The Water Department will invest in Parks water-saving projects annually in an amount approximately equivalent to dollars being paid by Parks for capital charges associated with their irrigation accounts.

4.2 Parks staff and Public Works staff will work together to develop criteria to prioritize projects eligible for conservation for Public Works funding.

4.2.1 Criteria shall include evaluation of the benefits to each Party; project costs; project visibility to the public, maintenance cost reduction, volume reduction in water usage, preservation of the aquifer and water source.

4.2.2 Project prioritization criteria, once developed, shall be approved by both Public Works Director and Parks Director.

4.3 Parks staff shall lead the design & implementation of approved Parks water-savings projects.

4.4 All design and construction contracts intended to alter or modify public park property shall be approved by Park Director or Park Board in accordance with current Parks procurement requirements prior to execution of contract and commencement of work.

4.5 Parks will support the goal of the Water Department's Stewardship program to encourage every other day watering strategies, including working with Water to schedule watering at Parks to reduce peak demand in various pressure zones.

4.6 Parks will participate in Water's public education activities around reducing water use and supporting conservation goals.

4.7 Parks also will work to develop strategies to reduce watering during peak usage times in the summer to assist Water with managing system needs during the highest usage period of the year.

5. PAYMENT: As consideration, the Parties agree that Water shall pay annually the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to Parks for water-saving projects.
6. NOTICE OF AGREEMENT: In order to provide notice of this Agreement, the Parties will sign a Memorandum of Agreement in recordable form that will be filed for record with the Spokane County Auditor's Office.
7. INDEMNIFICATION:
- 7.1 Public Works shall indemnify and hold harmless Parks, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement, except to the extent Parks, its employees and agents are determined to have acted negligently.
- 7.2 Parks shall indemnify and hold harmless Public Works, its employees and agents for any loss, claim or action to which they may be put by reason of this Agreement except to the extent Public Works, its employees and agents are determined to have acted negligently.
8. ENTIRE MOU: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.
9. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.
10. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

DATED: _____

CITY OF SPOKANE
PUBLIC WORKS AND
UTILITIES

Director

CITY OF SPOKANE
PARKS & RECREATION
DEPARTMENT

Director

PARK BOARD APPROVED: _____
Date

Approved:

Mayor

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Public Works Division & Park Department
Subject:	Interdepartmental Agreement around Water Conservation
Date:	October 25, 2021
Author (email & phone):	Marlene Feist, mfeist@spokanecity.org , (509) 625.6505
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) 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)	Water Conservation Master Plan, Water System Plan, Public Works Water Stewardship Strategic Initiative, Council Water Resources Conservation Group recommendations
Strategic Initiative:	Waterwise/Water Stewardship; Innovative Infrastructure
Deadline:	Fall 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Adopt an interdepartmental agreement between Public Works and Parks to promote water conservation
Background/History: Earlier this year, the City's Public Works Division briefed the Council on its water stewardship strategic initiative, supporting the Water Conservation Master Plan and related efforts. The Public Works initiative includes a variety of actions to promote water stewardship. One strategy is to work with the City's Parks Department to create irrigation and similar projects that achieve water savings, allow for better management of Parks landscaping, and support water system needs.	
Executive Summary: The Public Works Division and Parks Department are proposing an interdepartmental agreement to support water conservation efforts. Water conservation is critical for water system planning and allows the City to keep costs more affordable for all ratepayers by limiting the need for additional water capacity projects over time. Through this agreement, Public Works will provide \$250,000 annually to the Parks Department to be spent on irrigation upgrades and other infrastructure projects that reduce water use. Parks will serve as an example of waterwise practices, adopting every other day watering & reducing watering during peak usage times to assist Water with managing system needs. The agreement builds on a pilot program that delivered a number of water-saving projects, including this year's work to save about 16 million gallons of water a year through changes at the Japanese Garden Koi Pond.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input 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:

11/15/2021

Date Rec'd

11/1/2021

Clerk's File #

OPR 2021-0733

Renews #

Submitting Dept

POLICE

Cross Ref #

Contact Name/Phone

ERIC OLSEN 835-4505

Project #

Contact E-Mail

EOLSEN@SPOKANEPOLICE.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

Agenda Item Name

1620 - MOU FOR FY21-22 BEHAVIORAL HEALTH UNIT GRANT PROGRAM

Agenda Wording

Memorandum of Understanding between Spokane County, County Sheriff's Office and City of Spokane Police Department to sub-award WASPC grants funds for the FY21-22 Regional Mental Health Field Response Team project.

Summary (Background)

The City of Spokane Police Department along with Spokane County Sheriff's Office jointly applied and were subsequently awarded grant funding from WASPC for the continued operation of the Regions Mental Health Field Response Team. Spokane County was designated as the lead agency on the grant and the City will receive funding for 6 SPD FTE's assigned to the unit: 1 Sergeant who will supervise the unit, 1 Mental Health Coordinator, and 4 SPD Police Officers. Grant period 07/01/21 - 06/30/22

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Budget Account

Revenue \$ 833,433

1620-91790-99999-33469-99999

Expense \$ 833,433

1620-91790-21250-VARIOUS

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

MEIDL, CRAIG

Study Session\Other

PSCHC Meeting

Division Director

MEIDL, CRAIG

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

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For the Mayor

ORMSBY, MICHAEL

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Additional Approvals

jhammond@spokanepolice.org

Purchasing

GRANTS,

STOPHER, SALLY

MEMORANDUM OF UNDERSTANDING

Between

**SPOKANE COUNTY and the
SPOKANE COUNTY SHERIFF'S OFFICE and
the CITY OF SPOKANE POLICE DEPARTMENT**

Regarding

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
SPOKANE REGIONAL MENTAL HEALTH FIELD RESPONSE TEAM PROJECT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into this _____ day of _____ 20____ by and between SPOKANE COUNTY ("COUNTY"), having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260; the SPOKANE COUNTY SHERIFF'S OFFICE ("SCSO"), having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260; and the CITY OF SPOKANE POLICE DEPARTMENT ("SPD"), having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260; jointly hereinafter referred to as the "Parties", regarding the Washington Association of Sheriffs and Police Chiefs (WASPC) Spokane Regional Mental Health Field Response Team Project Grant (Grant), received by the SCSO and to which the SPD is designated as a subrecipient of grant funds distributed by the SCSO as the lead agency for the WASPC Grant, attached hereto and incorporated by reference herein.

WHEREAS, the goal of the WASPC Grant is directing individuals to community resources and diverting such individuals out of the criminal justice system and into systems and programs better designed to treat individuals' needs, the Parties agree as follows:

1. PURPOSE OF MOU

The purpose of this MOU is to implement the portion of the WASPC Grant as it relates to the distribution of funds by SCSO as lead agency of the grant to the SPD for the award period of July 1, 2021 through June 30, 2022.

2. TERM

This MOU shall begin July 1, 2021 and runs through June 30, 2022. Either party may terminate this MOU at any time for cause after a reasonable time to cure the breach of the upon thirty (30) days' written notice to the other party.

3. FUNDING

SCSO shall distribute funds to SPD. The WASPC Grant funds distributed to SPD are for the WASPC Grant purposes and shall:

- Be only those necessary for proper and efficient administration of the WASPC Grant.
- Be only those allowable under the principles and standards of WASPC.
- Be allowable under applicable State and Federal laws, rules, regulations, policies and guidelines.
- Be incurred on or after the first day of the award period and on or before the end date

of the award period as designated in Section 2 of this MOU.

- Be adequately supported by source documentation.
- SPD agrees to use the approved purchasing policies and bid procedures required by the City of Spokane for expenditures involving the WASPC Grant.
- SPD agrees to maintain accounting records following generally accepted accounting principles for the expenditures of WASPC Grant funds.
- SPD agrees to maintain all documentation for costs incurred for a five-year period following the final payment for the WASPC Grant.
- SPD will bill SCSO monthly for actual expenses. SPD will receive up to a maximum of Eight Hundred Thirty-Three Thousand Four Hundred Thirty-Three Dollars (\$833,433.00) for allowable costs as set forth in the attached Budget Reallocation Document.

Funding will be allocated to the following categories:

- A. Salaries & Benefits - \$833,433.00
- B. Overtime - \$0
- C. Supplies - \$0
- D. Travel/Training - \$0

Salary is authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.

Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.

Budget may not be shifted from one-line item to another line item without prior written approval from SCSO and WASPC.

Funding is subject to the continuation of full funding by the State of Washington and is also subject to the policies and procedures of WASPC.

4. PAYMENT

Requests for reimbursement by SPD shall be made on or before the 15th of each month for the previous month's expenditures. Reimbursement shall be in accordance with the terms and conditions and itemized budget as set forth in Section No. 3 of this MOU. In conjunction with each reimbursement request, SPD shall certify that services to be performed under this MOU do not duplicate any services to be charged against any other grant, subgrant or other funding source. Reimbursement requests shall be submitted no more than once a month.

All reimbursement requests must be submitted with appropriate supporting documentation, including copies of receipts, payroll distribution reports as well as invoices and time and effort tracking as directed by SCSO.

5. SUPPLANTING

Funding provided under this MOU must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of monitoring and audit. If there is a potential presence of supplanting, SPD will be required to supply documentation demonstrating that the reduction in non-WASPC Grant resources occurred for reasons other than the receipt or expected receipt of WASPC Grant funds.

6. AUDIT AND REVIEW

The SPD shall allow SCSO, COUNTY and WASPC staff and one of their duly authorized representative's access, for purposes of inspection, audit and examination, to any books, documents, papers, records, equipment and personnel that are related to the WASPC Grant.

7. MODIFICATION

No modification or amendment of this MOU shall be valid until the same is reduced to writing and executed with the same formalities as this present MOU.

8. NOTICES

All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid. The agent for the SPD to receive notices pursuant to this section shall be the SPD Chief Craig Meidl or his designee. The agent for the SCSO to receive notices pursuant to this section shall be Sheriff Ozzie D. Knezovich or his designee.

9. INDEMNIFICATION/LIABILITY

COUNTY and SCSO shall defend, indemnify and hold harmless SPD, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of SCSO or COUNTY, their deputies, employees and agents in connection with this MOU, except to the extent of the negligence of SPD, its officers, employees and its agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by SCSO solely on behalf of SPD, its officers, employees and agents, SPD shall defend, indemnify and hold harmless SCSO and COUNTY from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

SPD shall defend, indemnify and hold harmless COUNTY and SCSO, their deputies, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of SPD, its officers, employees and agents in connection with this MOU, except to the extent of the negligence of SCSO or COUNTY, their deputies, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by SPD solely on behalf of SCSO or COUNTY, their deputies, employees and

agents, COUNTY and SCSO shall defend, indemnify and hold harmless SPD from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.

10. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this MOU because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to this MOU.

11. GOVERNANCE

This MOU is entered into pursuant to and under the authority granted by the laws, rules, and regulations of the State of Washington and any applicable federal laws.

12. ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind the Parties.

13. HEADINGS

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

14. DEBARMENT AND SUSPENSION

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

15. ATTACHMENTS

Attachments which are a part of this MOU are:

Attachment “A” WASPC Grant Award Documents

Attachment “B” Budget Reallocation Document

Attachment “C” Certificate Regarding Debarment.

SPOKANE COUNTY SHERIFF'S OFFICE

Ozzie D. Knezovich
Sheriff

Date

CITY OF SPOKANE POLICE DEPARTMENT

Craig Meidl
Chief

Date

PASSED AND ADOPTED this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Josh Kerns, Chair

ATTEST:

Mary L. Kuney, Vice-Chair

Ginna Vasquez, Clerk of the Board

Al French, Commissioner

ATTACHEMENT “A”

WASPC GRANT AWARD DOCUMENTS

WASPC Grant Award Documents consist of 45 pages containing the following:

1. Spokane County Resolution 2021-0650 signed by the Spokane Board of County Commissioners on September 21, 2021.
2. Fully executed Washington Association of Sheriffs and Police Chiefs Mental Health Field Response Team Contract No. MHFRT-2021-002-005
3. Spokane County Mental Health Field Response Team Application.

ATTACHMENT “B”
BUDGET REALLOCATION DOCUMENT

Not applicable this funding cycle

ATTACHMENT “C”

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Contractor Signature: _____ Date: _____

Print Name and Title: _____

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Behavioral Health Unit-Grant Award-2021-2022
Date:	June 7, 2021
Contact (email & phone):	Eric Olson 509-835-4505 / eolsen@spokanepolice.org
City Council Sponsor:	None
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Community
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment	Supports Comprehensive Plan CFU 1.9 and LGC 1.1
Strategic Initiative:	Advance Public Safety and Build Sustainable Resources
Deadline:	
Outcome:	Notification of Spokane Police Department's grant application for the Behavioral Health Unit Yr 2021-2022

Background/History:

A grant application on behalf of the Spokane Regional Mental Health Field Response Team (SCMHFRT) was submitted to Washington Association of Police Chief's (WASPC) May-2021, for a total of \$3,292,099. The grant is for the management of the Behavioral Health Unit in collaboration which consists of the local partnership of the Spokane County Sheriff's Office (SCSO), the City of Spokane Police Department (SPD) and Frontier Behavioral Health (Frontier) (SPD) for the term of July 1, 2021- June 30, 2022. The Funding is awarded through SB HB 2892.SL: "MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM."

The SCMHFRT currently operates with a Sergeant (currently grant funded) from SPD who provides oversight for two SCSO deputies, four SPD officers (unfunded) and four Frontier clinicians who are Mental Health Professionals (MHP) who meet the definition under RCW 71.05.020(38). Additionally, the SCMHFRT program includes a mental health coordinator who assists in coordinating the daily operations of the unit.

The SPD only funds totally \$1,290,211 will be allocated to fully fund and support a Sergeant, 5 Sr. Police Officers, 1 Mental Health Coordinator, Overtime, Travel and training of 3 annual Behavioral Health and CIT conferences, 3 unmarked vehicles, and uniforms. The additional funds will go to Spokane County and Frontier Behavioral Health Services. The Frontier Behavioral Health contract was kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes, additional MOUs with the agencies will be needed for management.

The total grant was written and approved for \$2,523,850 for purposes of continuing the funding of the regional collaboration and submission of this briefing is for notification.

Executive Summary:

- Approval of Notification of \$1,290,211 and (future) related SBO.
- Total Grant-\$3,292,099: City-\$1,290,211 & County-\$768,249 & FBH-1,233,639.00
- Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans

Budget Impact:

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

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

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)No match requirement

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



MENTAL HEALTH FIELD RESPONSE TEAM PROGRAM GRANT FUNDING CONTRACT

1. **Contract No.:** MHFRT – 2021 – 002 - 005
2. **Contractor's Name & Address:** Spokane County Sheriff's Office
1100 W Mallon Avenue
Spokane, WA 99260
3. **Tax Identification No.:** 91-6001370
4. **Contractor's Point of Contact:** Undersheriff John Nowels
509-477-4721
jnowels@spokanesherriff.org
5. **Contract Period:** July 1, 2021 – June 30, 2022
6. **Funding Authority:** Washington State Legislature via Washington State Criminal Justice Training Commission Operating Budget 2021 - 2022
7. **Service Area:** Spokane County, WA
8. **Award:** \$1,783,533.00

SPECIFIC TERMS AND CONDITIONS

This CONTRACT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (herein referred to as WASPC); and the PIERCE COUNTY SHERIFF'S OFFICE (herein referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties agree as follows:

A. FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature, through the Washington State Criminal Justice Training Commission Operating Budget 2021 -2022 (funding period of July 1, 2021 through June 30, 2022).

B. SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for approved costs and services associated with the CONTRACTOR'S Mental Health Field Response Team Program as further defined by the STATEMENT OF WORK.

C. SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Team Program, as set forth in the STATEMENT OF WORK.

D. SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

E. BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten percent (10%) in aggregate among budget line items as indicated in the STATEMENT OF WORK. WASPC may approve or deny the request at its sole discretion.

F. PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the request for reimbursement funding cap as stated on Line 8 of this CONTRACT and in accordance with the Mental Health Field Response Team Program, as well as other policies and/or procedures issued by WASPC.

G. PERIOD OF OBLIGATION

The CONTRACT period during which reimbursement requests may be provided is indicated on Line 5 of this CONTRACT.

H. ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein as evidenced by the CONTRACTOR submitting a proper WASPC Reimbursement Request Form, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the maximum amount of authorized funding as provided on Line 8 of this CONTRACT. Costs allowable under this CONTRACT are based on the budget approved by WASPC as defined in the STATEMENT OF WORK.

I. NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

J. GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

K. PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), email address, and subsequent changes.

L. DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the JULOTA Reach Software. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency(ies). The CONTRACTOR, if not already done so, shall execute the JULOTA "SaaS Use Agreement", which will be separately executed between the CONTRACTOR and JULOTA.

M. REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the due date using the required forms according to procedures issued by WASPC. The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

1. REPORT DUE DATES

- a. MONTHLY PROGRESS REPORT – Due on the 10th of the month following the previous month in which funded activities were performed.
- b. SEMI-ANNUAL REPORT - Due on the 10th of the month following the sixth-month period in which funded activities were performed.
- c. FINAL ASSESSMENT REPORT – Due on the 10th of the month following the twelve-month period in which funded activities were performed.

N. PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR up to the amount provided on Line 8 of this CONTRACT. Upon receipt of a fully executed CONTRACT, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to the WASPC Grant Administrator a WASPC Reimbursement Request Form along with documentation and/or invoices for the allowable expenditures.

O. EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, sub-contracts, invoices, materials, payroll and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

P. ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements – The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the CONTRACTOR does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. The CONTRACTOR understands and agrees that it cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including provision of food and/or beverage at such events, and costs of attendance at such events.
5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the

CONTRACTOR will promptly notify, in writing, the WASPC Grant Administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.
9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The CONTRACTOR agrees to provide WASPC all documentation necessary to complete monitoring tasks. Further, the CONTRACTOR agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the CONTRACTOR's award(s), including, but not limited to: withholdings and/or other restrictions on the CONTRACTOR's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of any award(s).
11. The CONTRACTOR acknowledges that sub-awards are not authorized.
12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and website content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.
13. The CONTRACTOR must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Safe Streets Act, the CONTRACTOR is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The US Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be access on the internet at www.lep.gov.
14. The CONTRACTOR agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, and subject informed consent.
15. The CONTRACTOR agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 20 C.F.R. Part 22 that are applicable to collection, use and revelation of data or information. The CONTRACTOR further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, section 2223.
16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.
17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R Part 200 and state and local law.

Q. ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws ordinances, codes, regulations and policies of local, state, and federal governments.

IN WITNESS WHEREOF, the Washington Association of Sheriffs & Police Chiefs (WASPC) and the Pierce County Sheriff's Office (CONTRACTOR) acknowledge and accept the terms of this CONTRACT and the attachments here to, and in witness whereof have executed this CONTRACT as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information contained in this agreement and other documents incorporated herein by reference: Project Narrative and Approved Budget Worksheet which constitute the STATEMENT OF WORK.

FOR WASPC:

Steve D. Strachan, Executive Director

Washington Association of Sheriffs
& Police Chiefs

Date: _____

FOR CONTRACTOR:

Name: _____

Title: _____

Date: _____



Agenda Sheet for City Council Meeting of:
11/15/2021

Date Rec'd	10/25/2021
Clerk's File #	OPR 2021-0734
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	RAYLENE 625-7901	Project #	
Contact E-Mail	RGENNETT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4320-MULTIJURISDICTIONAL AGREEMENT WITH SPOKANE COUNTY		

Agenda Wording

Council approval for Industrial Pretreatment Program Multi-jurisdictional Agreement (MJA) with Spokane County.

Summary (Background)

Both the City of Spokane and Spokane County NPDES permits require MJAs with any jurisdiction from which the parties receive wastewater. This updated Agreement describes how the parties will coordinate local pretreatment regulations and responsibilities. In order to comply with NPDES permits, Publicly Owned Treatment Plants that accept wastewater from outside of their jurisdiction must establish legally binding procedures and agreements to ensure that industrial users of the sanitary sewer are...

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GENNETT, RAYLENE	<u>Study Session\Other</u>	Public Safety 11/1/21
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	Breean Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		Tax & Licenses	
		atagnani@spokanecity.org	
		eschoedel@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

...subject to enforceable wastewater Pretreatment standards and requirements. This MJA outlines these procedures for both Spokane County's Regional Water Reclamation Facility and the City of Spokane Riverside Park Water Reclamation Facility since both parties receive wastewater flow from the other's regulatory area. The Agreement outlines Pretreatment implementation and enforcement authority between the two parties.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Industrial Pretreatment Program Multijurisdictional Agreement (MJA) with Spokane County
Date:	October 25, 2021
Contact (email & phone):	Raylene Gennett rgennett@spokanecity.org (509) 625-7901
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for Industrial Pretreatment Program Multi-Jurisdictional Agreement (MJA) with Spokane County
Background/History: Both the City of Spokane and Spokane County NPDES permits require MJAs with any jurisdiction from which the parties receive wastewater. This updated Agreement describes how the parties will coordinate local pretreatment regulations and responsibilities.	
Executive Summary: <ul style="list-style-type: none"> In order to comply with NPDES permits, Publicly Owned Treatment Plants that accept wastewater from outside of their jurisdiction must establish legally binding procedures and agreements to ensure that industrial users of the sanitary sewer are subject to enforceable wastewater Pretreatment standards and requirements. This MJA outlines these procedures for both Spokane County's Regional Water Reclamation Facility and the City of Spokane Riverside Park Water Reclamation Facility since both parties receive wastewater flow from the other's regulatory area. The Agreement outlines Pretreatment implementation and enforcement authority between the two parties. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department 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:	

Multijurisdictional Agreement for Industrial Pretreatment Program between Spokane County and the City of Spokane

THIS MULTIJURISDICTIONAL AGREEMENT entered into by and between SPOKANE COUNTY, a Washington State political subdivision, whose business address is 1116 West Broadway Avenue, Spokane, Washington 99260, as “COUNTY”, and the CITY OF SPOKANE, a Washington State municipal corporation, whose business address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as “CITY”, hereinafter jointly referred to as “PARTIES”.

RECITALS

- A.** The City of Spokane (“CITY”) is required by federal and state law to implement and maintain an industrial pretreatment program (pretreatment program) in all jurisdictions which it serves or from which it accepts wastewater. The CITY operates a public sewer utility which includes areas within and outside the city boundaries (“CITY Service Areas”). The CITY regulates public health and safety and exercises local government police powers within its respective regulatory authority areas, as now or hereafter amended (“CITY Regulatory Areas”). The CITY’s regulatory area is its geographical City limits, as now or hereafter amended. The CITY owns and operates the Riverside Park Water Reclamation Facility (“RPWRF”).
- B.** Spokane County (“COUNTY”) is required by federal and state law to implement and maintain a pretreatment program in all jurisdictions which it serves or from which it accepts wastewater. The COUNTY operates a public sewer utility which includes areas inside and outside the city limits of CITY and other cities or towns (“COUNTY Service Areas”). The COUNTY regulates public health and safety and exercises local government police powers within its respective regulatory authority area, as now or as hereafter amended (“COUNTY Regulatory Areas”). The COUNTY’s regulatory area is unincorporated Spokane County, as now or as hereafter amended. The COUNTY owns and operates the Spokane County Regional Water Reclamation Facility (“SCRWRF”).
- C.** Current sewer service area boundaries of the Parties are defined and mapped in the 2014 Comprehensive Wastewater Management Plan (CWMP), as updated from time to time and incorporated into this Agreement as modified. The maps in Attachment 2 are representative of current service area boundaries for purposes of this Agreement.

- D.** The regulatory areas of other cities and towns in Spokane County are addressed as stated hereafter. In some places, the respective Service Areas may not be identical to the Regulatory Areas of a party. The purpose of this Agreement is to help coordinate the CITY and COUNTY pretreatment programs as required by federal and state regulatory agency requirements.
- E.** Pretreatment program requirements concerning this Agreement include but are not limited to 40 CFR 403.8 provisions referenced below, and state laws and regulations. The purpose of this Agreement is to address these pretreatment program requirements with respect to flows accepted by either Party. The PARTIES understand that neither party can accept wastewater without an actively enforced pretreatment program in accord with applicable federal and state requirements. Both CITY and COUNTY hold current National Pollutant Discharge Elimination System (NPDES) Permits. Because of the common interest in compliance with the NPDES permits, the PARTIES desire to mutually cooperate and coordinate their respective local pretreatment regulatory programs.
- F.** CITY and COUNTY have adopted parallel pretreatment ordinances in coordination for this purpose. The CITY's pretreatment ordinance as now or hereafter amended is contained in Spokane Municipal Code (SMC) chapter 13.03A. The COUNTY's pretreatment ordinance as now or hereafter amended is contained in Spokane County Code (SCC) chapter 8.03A. SCC chapter 8.03A and SMC chapter 13.03A are patterned after each other and after federal and state model ordinances.
- G.** Federal and state regulatory obligations are enforced as a requirement of the NPDES permit program regulating wastewater discharges into public waters administered by the Washington State Department of Ecology as a delegate agency of the US EPA. Both CITY and COUNTY hold these permits for their individual treatment facilities.
- H.** Additional regulatory requirements require generators of biosolids from the POTW to comply with 40 CFR, Part 503—Biosolids Rule, governing the use and disposal of municipal sewage sludge, and relevant State statutes.
- I.** The federal and state mandated local pretreatment regulatory program requires the CITY and COUNTY to implement and enforce a pretreatment program to control discharges from all "Industrial Users."
- J.** Except as otherwise required by the Washington State Department of Ecology, either the CITY or COUNTY may delegate regulatory functions for administration and management of regulatory programs or make mutual arrangements to manage them through interlocal cooperation agreements authorized by chapter 39.34 RCW.

Now, therefore CITY and COUNTY agree:

1. CONTRACT REPRESENTATIVES

CITY's representative is the Wastewater Director, at RPWRF located at 4401 Aubrey L. White Parkway, Spokane, Washington 99205. COUNTY's representative is the Water Programs Manager, at SCRWRF located at 1004 North Freya Street, Spokane, Washington 99202.

2. IMPLEMENTATION OF REGULATORY PROGRAMS

"POTW" stands for "Publicly Owned Treatment Works", as defined in 40 CFR 403.3. For purposes of this Agreement, flows to the RPWRF are referenced as "RP Flows". Areas from which RP Flows originate are referenced as "RP Flow Areas". For purposes of this Agreement, flows to the SCRWRF that could also flow to the RPWRF, are referenced as "SC Flows". Areas from which SC Flows originate are referenced as "SC Flow Areas".

Regardless of jurisdictional boundaries, industrial users must obtain discharge authorizations and / or Wastewater Discharge Permits from the sewer service provider. Any fees and/or costs will be assessed per the sewer service provider.

A. RP Flow Areas may be broken down further as:

1) ICR Area (inside CITY Service Area, and inside CITY Regulatory Area): CITY is responsible for Pretreatment program and enforcement:

These are areas inside the CITY Regulatory Area, determined by the point where the originating customer's wastewater first enters the POTW. This point is also referred to as End of Pipe. The PARTIES agree that Spokane Municipal Code (SMC) chapter 13.03A governs the ICR Area and the CITY handles all aspects of the local pretreatment regulatory program for this Area.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

2) OCR Area (inside CITY Service Area, but outside CITY Regulatory Area): CITY is responsible for pretreatment program and handles enforcement up to court action:

- a. Where the End of Pipe location is inside the CITY Service Area but outside the CITY's Regulatory Area, the PARTIES agree that Spokane County Code (SCC) chapter 8.03A governs. An OCR Area may be inside the COUNTY Regulatory Area, or within some other incorporated city or town's Regulatory Area.

- b. Within the COUNTY Regulatory Area, the CITY will enforce the COUNTY ordinance, SCC chapter 8.03A, as now or hereafter amended and all aspects of the COUNTY's pretreatment regulatory program, and may be specially deputized by the COUNTY as may be necessary for this function. Any court action to enforce the COUNTY's pretreatment program will be brought in the name of the COUNTY by its legal counsel.
- c. Within the Regulatory Area of another city or town, the CITY will enforce the COUNTY pretreatment program as adopted by the Regulatory Area's local government, or if refused, the CITY may use any other lawful program. Any legal action must be brought in the appropriate court by the respective city or town attorney, absent other arrangements with the County Prosecutor or Spokane City Attorney's office.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

3) COS Area (inside County Service Area): COUNTY is responsible for pretreatment program:

In general, the COUNTY Service Area is comprised of three major sewer interceptor systems: NSI (North Spokane Interceptor), SVI (Spokane Valley Interceptor), and NVI (North Valley Interceptor). For the SVI and NVI, the COUNTY has contracted with Jacobs for long-term operations of the SCRWF, including pretreatment program support. The SCRWF generally serves COUNTY customers in the Spokane Valley Service Area. COUNTY's customers in the North Spokane County Service Area (served by the NSI) will continue to be served by RPWRF. The COUNTY, through its Director of Environmental Services, may use the CITY and/or qualified consultants or other pertinent resources of its choice to implement, administer and manage the requirements of the COUNTY's pretreatment program in the COS Area. Where desired, the COUNTY may accomplish this in pretreatment provisions of sewer connection agreements which the COUNTY may execute with other municipal corporations or sewer districts which discharge sanitary sewage to the COUNTY's POTW. In addition, the COUNTY will take emergency action for RP Flows to stop or prevent any known discharge which presents or may present an imminent danger to human health or welfare, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination, as these terms are understood in a pretreatment regulatory program approved by state and federal regulatory authorities.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

B. SC Flow Areas may be broken down further as:

- 1) ICC Area (inside CITY Service Area, and inside CITY Regulatory Area, but connected in such manner that flows can be directed to/through the COUNTY's POTW to SCRWF, or RPWF): CITY is responsible for pretreatment program:** These areas are inside the CITY Regulatory Area, determined by the point where the originating customer's wastewater first enters the POTW. SMC chapter 13.03A governs in the ICC Area, except in the cases where the SCC chapter 8.03A is more stringent. The CITY handles all aspects of the local pretreatment regulatory program for this Area.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

- 2) OCC Area (inside the CITY Service Area, but outside the CITY Regulatory Area, but connected in such manner that flows can be directed to/through the COUNTY's POTW to SCRWF, or RPWF): CITY is responsible for pretreatment program and handles enforcement up to court action:**

- a. Where the End of Pipe location is inside the CITY Service Area but outside the CITY's Regulatory Area, SCC chapter 8.03A governs unless other arrangements are approved by the CITY and COUNTY Wastewater Management Directors. An OCC Area may be inside the COUNTY Regulatory Area, or within some other incorporated city or town's Regulatory Area.
- b. Within the COUNTY Regulatory Area, the CITY will enforce SCC chapter 8.03A as now or hereafter amended and all aspects of the COUNTY's pretreatment regulatory program, and may be specially deputized by the COUNTY as may be necessary for this function. Any court action to enforce the COUNTY pretreatment program will be brought in the name of the COUNTY by its legal counsel.
- c. Within the Regulatory Area of some other city or town, the CITY will seek to enforce the COUNTY pretreatment program as adopted by the Regulatory Area's local government, or if refused, the CITY may use any other lawful program, but any legal action must be brought in an appropriate court by the respective city or town attorney, absent other arrangements with the County Prosecutor or Spokane City Attorney's office.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

- 3) COC Area (inside COUNTY Service Area and connected in such manner that flows can be directed to/through the COUNTY's POTW to**

SCRWRF, or RPWRF): COUNTY is responsible for pretreatment program:

Areas inside the COUNTY Service Area are referenced as “COC Areas”. COC Areas may discharge to either SCRWRF or to RPWRF through the COUNTY POTW. The COUNTY has contracted with Jacobs for long-term operations of the SCRWRF, including pretreatment program support. The SCRWRF generally serves COUNTY customers in the Spokane Valley (via SVI and NVI). COUNTY’s customers in the North Spokane County Service Area (via NSI) will continue to be served by RPWRF. The COUNTY, through its Director of Environmental Services, may use the CITY and/or qualified consultants or other pertinent resources of its choice to implement to administer and manage the requirements of the COUNTY’s pretreatment program in the COC Area. Where desired, the COUNTY may accomplish this in pretreatment provisions of sewer connection agreements which the COUNTY may execute with other municipal corporations or sewer districts which discharge sanitary sewage to the COUNTY’s POTW. In addition, the COUNTY will take emergency action for SC Flows to stop or prevent any known discharge that presents or may present an imminent danger to human health or welfare, that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or sludge contamination, as these terms are understood in a pretreatment regulatory program approved by state and federal regulatory authorities.

(An abbreviated summary of activities conducted by each Party is located in Attachment 1 of this document)

3. WASTEWATER MANAGEMENT AGREEMENT; ORDINANCE COORDINATION

- A. Supersedes Prior Agreements.** This Agreement supersedes previous *Multijurisdictional Agreement for Pretreatment Program between Spokane County and the City of Spokane* dated January 14, 2013, and Amendments 3 and 4 of the City-County Wastewater Management Agreement originally dated December 22, 1980. In accord and pursuant to the terms contained within the Wastewater Management Agreement, the CITY will continue to accept COUNTY wastewater flows into the RPWRF (RP Flows). Correspondingly, the COUNTY will accept CITY wastewater flows into the SCRWRF (SC Flows). The COUNTY accepts responsibility to maintain an enforceable pretreatment program no less broad in scope as the CITY’s program and as approved by federal and state authorities in all COS and COC Areas. The CITY accepts equivalent responsibility for their ICC and OCC Areas regarding an enforceable pretreatment program.
- B. Ordinance Revisions.** Whenever the CITY revises its SMC chapter 13.03A in areas affecting the COUNTY’s program, it will work with the COUNTY and circulate a draft for proposed comments, and thereafter, forward a copy of the revisions to the COUNTY. The COUNTY will adopt revisions to its SCC chapter 8.03A that are

at least as stringent as those adopted by the CITY. The COUNTY will forward to the CITY for review its proposed revisions within ninety (90) days of receipt of the CITY's revisions. The COUNTY will adopt its revisions within ninety (90) days of receiving approval from the CITY of its content. The PARTIES envision that the COUNTY may periodically initiate technically-based amendments to its own SCC chapter 8.03A, but COUNTY agrees not to independently adopt modifications of its SCC chapter 8.03A without consultation with the CITY, and at least ninety (90) days written notice. These restrictions are to assist with reasonable coordination of programs and do not apply if either party faces significant adverse regulatory action or liability and must act to protect itself. The PARTIES agree to cooperate and coordinate promptly thereafter in the event of such emergency action.

- C. Local Limits.** The COUNTY will adopt and enforce pollutant-specific local limits to apply to the OCR, COS, ICC, OCC and COC Areas which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by the CITY within ninety (90) days of the date of this Agreement. If the CITY makes any revisions or additions to its local limits, it will forward to the COUNTY a copy of such revision or additions within ninety (90) days of enactment thereof. The CITY will document the basis for revisions or additions and provide for COUNTY review. Within ninety (90) days of concurrence with the revisions or additions, the COUNTY will revise its own local limits to maintain either the same pollutant standards or more stringent standards than those enacted by the CITY.

4. COS/COC AREAS FURTHER PROVISIONS

- A. Industrial User Survey.** ICR, ICC, OCR and OCC Areas are addressed above as they pertain to flows from customers of the CITY. For the COS/COC Areas, the COUNTY will maintain current information on industrial users located in that area and share that information with CITY pretreatment staff annually. The COUNTY will update the industrial user survey for Industrial Users located in the COS/COC Areas. The COUNTY will forward a copy of this survey to the CITY. Whenever a new industrial user begins operations in the COS/COC Areas or any time an existing COS/COC Area industrial user increases its discharge by twenty percent (20%) or more, or changes its discharge, or any time it is requested by the CITY, the COUNTY will require that such industrial user respond to an Industrial User Questionnaire. The COUNTY will forward a copy of the completed questionnaire to the CITY for review within sixty (60) days or as otherwise arranged between the CITY and COUNTY Wastewater Utility Directors. Equally, the COUNTY may request same with the CITY for facilities in the CITY's ICC and OCC Areas.
- B. Records.** The COUNTY will provide the CITY access to all records or documents relevant to the pretreatment program for any industrial user located in the COS/COC Areas or discharging through the COUNTY POTW to the CITY. The COUNTY can make similar requests for industrial users in the CITY Service Area discharging to the COUNTY's POTW.

- C. Inspection/Sampling.** For COS/COC Areas, the COUNTY will inspect and sample all industrial users each year or more frequently as ordered by the Environmental Services Director. The COUNTY may use a qualified consultant to perform sampling and inspections. The COUNTY will provide notice to the CITY of scheduled inspections in COS/COC Areas for Users with the potential to discharge to RPWRF, providing the opportunity for the CITY to attend inspections as the CITY deems necessary. If an inspection in the COS/COC Area is in response to an emergency situation and notice is not possible, the COUNTY will make every effort to informally notify the CITY of the impending inspection so the CITY may attend. The COUNTY will forward copies of all inspection reports for users with the potential to discharge to RPWRF to the CITY within thirty (30) days of the inspection. The COUNTY will submit to the CITY its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency. Equally, the COUNTY may do same with the CITY for facilities in the CITY's ICC and OCC Areas.
- D.** The CITY may conduct inspections and sampling at any industrial user's facility located within the COS/COC Areas, as it deems necessary. Equally, the COUNTY may conduct inspections and sampling at any industrial user's facility located within the ICC/OCC Areas, as it deems necessary.
- E.** The COUNTY will issue permits and renewals to all industrial users required to be permitted under its SCC chapter 8.03A located in the COS/COC Areas. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitation, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by the CITY. Equally, the CITY shall do same for facilities in the CITY's ICC and OCC Areas.

CITY may continue to sample wastewater for analysis in the NSI, SVI and NVI. Flows from the NSI will continue to be treated solely at RPWRF. Flows from the SVI and NVI have the ability to be routed to either the RPWRF or the SCRWRF for treatment.

5. PERMIT COMPLIANCE IN COS/COC AREAS

- A.** For the COS/COC Areas, the COUNTY will require all significant industrial users to submit a completed permit application and Engineering Report not less than one hundred eighty (180) days prior to commencement of discharge, or one hundred eighty (180) days prior to permit expiration in the case of a permit renewal. The COUNTY shall draft the permit within sixty (60) days of receipt of a completed permit application. After reviewing the draft permit with the CITY, the COUNTY will forward the draft permit to the Department of Ecology. If the CITY requires

revisions to the draft permit, the revisions will be negotiated by the CITY and COUNTY. Once the Department of Ecology has reviewed and approved the draft permit, the COUNTY will issue the final permit. No permit will be issued if the CITY Wastewater Director objects.

- B.** The COUNTY will maintain a database of Discharge Monitoring Report data from each of the COUNTY's significant industrial users in the COS/COC Areas and submit a Compliance Results Report to the CITY, if requested.
- C.** The COUNTY will submit the Pretreatment Annual Report to the CITY to include the compliance status of each significant industrial user within the COS/COC Areas, and any enforcement response taken or anticipated. The report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions, where applicable.
- D.** The COUNTY will enforce the provisions of SCC chapter 8.03A and permits in the stated COS/COC Areas. In the event the COUNTY fails to take adequate enforcement action against noncompliant users in the COUNTY with the potential to discharge to RPWRF on a timely basis, the CITY may take such action on behalf of and as agent for the COUNTY.
- E.** Equally, the CITY shall address similar compliance activities in its ICC and OCC Areas with the potential to discharge to SCRWRF, and provide actions, submittals and/or documentation to the COUNTY upon request.

6. EMERGENCY ACTION: CITY NPDES PERMIT HOLDER (RPWRF)

- A.** The CITY may take emergency action, whenever it deems necessary, to stop or prevent any discharge that presents, or may present, an imminent danger to human health or welfare, or that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or biosolids contamination as these terms are understood in the pretreatment program. The CITY will provide informal notice to the industrial user and the COUNTY of its intent to take emergency action prior to taking action in the COS/COC Areas. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the CITY have been exercised.
- B.** The PARTIES understand that the CITY is the holder of the NPDES permit for the RP Flows and ultimately responsible to ensure compliance with NPDES permit requirements for these flows. The CITY reserves the right to take whatever actions necessary to comply with NPDES permit violations and to avoid any violations. The PARTIES shall support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.

7. EMERGENCY ACTION: COUNTY NPDES PERMIT HOLDER (SCRWRF)

- A.** The COUNTY may take emergency action, whenever it deems necessary, to stop or prevent any discharge that presents, or may present, an imminent danger to human health or welfare, or that reasonably appears to threaten the environment, or that threatens to cause interference, pass through, or sludge contamination as these terms are understood in the pretreatment program. The COUNTY will provide informal notice to the industrial user and the CITY of its intent to take emergency action prior to taking action in the ICC and OCC Areas. The opportunity to respond, however, may be limited to a hearing after the emergency powers of the COUNTY have been exercised.
- B.** The COUNTY is the holder of the NPDES permit for the SC Flows and ultimately responsible to ensure compliance with NPDES permit requirements for such flows. The COUNTY reserves the right to take whatever actions necessary to comply with NPDES permit violations and to avoid any such violations. The PARTIES shall support and work together to protect each other from loss or liability due to NPDES permit violations, to the extent arising from their respective fault or neglect and in accord with the duties and obligations of this Agreement.

8. INDUSTRIAL USERS IN COS/COC AND OCC AREAS IN OTHER INCORPORATED LOCAL GOVERNMENT REGULATORY AREAS

- A.** Before an industrial user located in the COS/COC Areas but another local government's Regulatory Area discharges into COUNTY's POTW, the COUNTY will enter into an agreement with the jurisdiction in which the industrial user is located to ensure an effective pretreatment regulatory program consistent with the existing CITY-COUNTY Model. The CITY will support and participate in this process as needed. The agreements shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.
- B.** Before an industrial user located in the OCC Areas (another local government's Regulatory Area) discharges into CITY's POTW, the CITY will enter into an agreement with the jurisdiction in which the industrial user is located to ensure an effective pretreatment regulatory program consistent with the existing CITY-COUNTY Model. The COUNTY will support and participate in this process as needed. The agreements shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.

9. CITY AND COUNTY PROGRAM EXPENSES

- A.** The COUNTY will reimburse the CITY for any expenses associated with pretreatment services, as listed in Attachment 1 or requested in writing by the COUNTY, within sixty (60) days of billing, supported by any information reasonably

requested by the COUNTY, for implementing, administering, managing the pretreatment program, and any enforcement actions in which the CITY has taken or is recommended against the COUNTY industrial users in the COS and COC Areas. Pretreatment costs will be based on reimbursement for all costs and expenses, including, but not limited to direct and indirect costs associated with the operations of the pretreatment program, to include without limitation, labor, materials, equipment, rental, and all out of pocket expenditures, plus all associated costs for administration and fringe benefits to labor, including but not limited to Social Security, retirement, industrial insurance, and medical aid, pro-rated sick leave, holidays and vacation time, and group medical and dental coverage, as well as other mandated expenses associated with employees.

- B.** The billing shall be submitted annually, on or before April 1, for services provided in the prior year. The COUNTY shall advise if it has any questions or needs further information within thirty (30) days. If a billing not subject to further question is outstanding for more than three (3) months, it shall accrue interest at the current local government investment pool rate until paid. A cover letter which summarizes each billing's services shall also be provided. Additionally, the CITY shall send the COUNTY a projected budget for the upcoming year on or before September 1 of each year.
- C.** The CITY will reimburse the COUNTY for any expenses associated with pretreatment services, as listed in Attachment 1 or requested in writing by the CITY, within sixty (60) days of billing supported by any information reasonably requested by the CITY, for implementing, administering, managing the pretreatment program and any enforcement actions in which the COUNTY has taken or is recommended against the CITY industrial users in the ICC and OCC Areas. Pretreatment costs will be based on reimbursement for all costs and expenses, including but not limited to direct and indirect costs associated with the Pretreatment Program operations, to include without limitation, labor, materials, equipment, rental, and all out of pocket expenditures, plus all associated costs for administration and fringe benefits to labor, including but not limited to Social Security, retirement, industrial insurance, and medical aid, pro-rated sick leave, holidays and vacation time, and group medical and dental coverage, as well as other mandated expenses associated with employees.

10. INDEMNITY

The COUNTY shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from the COUNTY'S intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, their officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S

duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, their officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

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

COUNTY initials

CITY initials

11. OTHER

- A.** If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B.** The PARTIES will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the PARTIES.
- C.** The Table provided in Attachment 1 summarizes the responsibilities covered by this Agreement at this time.

12. RCW 39.34.030 (3) and (4) ELEMENTS

- A. Duration:** Either party may terminate this Agreement in its sole discretion upon one hundred eighty (180) days written notice.
- B. Precise Organization:** Each party functions under its existing structures. No additional organizational structures are created.
- C. Purpose:** The purpose of this Agreement is to help the PARTIES coordinate their respective pretreatment regulatory programs, as further explained in Section 1.

- D. Budget and Financing: Each party retains sole control of all finance and budget items for its operations and functions. Charges for services are addressed in Sections 4C, 9 and 12F.
- E. Termination: Upon expiration or termination of this Agreement, each party retains control of its property. No joint property or jointly held assets or funds are contemplated.
- F. Administration: Each party has sole control of administering its utility service and regulatory programs, except any litigation must be handled by a legal representative of the party in whose regulatory area the action arises. Any fines or penalties are retained by the jurisdiction in whose name the action is brought. After payment of such amounts, any restitution ordered of costs incurred by the party administering the enforcement program will be distributed by the party bringing the enforcement action.

13. NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to PARTIES at the address set forth below, or at such other address as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

COUNTY: Spokane County Chief Executive Officer or authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: City of Spokane Mayor or authorized representative
City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With a Copy to: City Attorney's Office
City of Spokane
808 West Spokane Falls Boulevard, Floor 5
Spokane, Washington 99201

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same.

15. ASSIGNMENT

No Party may assign, in whole or in part, its interest in this Agreement without the approval of all other PARTIES.

16. RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

17. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

18. SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify or conform to such statutory provision.

19. HEADINGS

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

20. ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid

or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

21. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

22. INSURANCE

During the term of the Agreement, the CITY and COUNTY shall each maintain in force at its sole expense, each insurance coverage with minimum limit noted below:

Workers' Compensation Insurance in compliance with Title 51 RCW, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$5,000,000;

General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement;

Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$5,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

Professional Liability Insurance with a combined single limit of not less than \$5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two years after the Agreement is completed.

Each policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the other entity shall be excess and not contributory insurance to that provided by the other entity.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from either entity or their insurer(s) to the other entity.

Public Entity insurance requirements may be satisfied with proof of membership and liability coverage through its membership in a Risk Pool authorized under RCW 48.62.031 for Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against the Entity, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Agreement which the Entity and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or Entity.

As evidence of the insurance coverages required by this Agreement, each entity shall furnish written evidence of acceptable insurance to the other entity within 30 days of the Agreement becoming effective. If requested, complete copies of insurance policies shall be provided to either entity. The CITY and COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Dated: _____

BOARD OF COUNTY
COMMISSIONERS
OF SPOKANE, COUNTY,
WASHINGTON

JOSH KERNS, Chair

ATTEST:
CLERK OF THE BOARD

MARY KUNEY, Vice Chair

Ginna Vasquez

AL FRENCH, Commissioner

Approved as to form:

Deputy County Prosecutor

Dated: _____

CITY OF SPOKANE

Mayor

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

Attachment 1

Summary of Responsibilities under Multijurisdictional Agreement for Pretreatment Program between Spokane County and the City of Spokane

Responsibility	City of Spokane	Spokane County
Spokane County Pretreatment Ordinance	<ul style="list-style-type: none"> ▪ Review Draft ordinance 	<ul style="list-style-type: none"> ▪ Maintain Ordinance at least as stringent as City ▪ Issue final ordinance after City review ▪ Obtain any regulatory agency approval necessary
Pretreatment Ordinance Modification by County	<ul style="list-style-type: none"> ▪ Forward any changes to City ordinance to County 	<ul style="list-style-type: none"> ▪ Revise to keep at least as stringent as City ordinance ▪ Obtain any regulatory agency approval necessary
Local Limits	<ul style="list-style-type: none"> ▪ Forward any changes to City local limits to County 	<ul style="list-style-type: none"> ▪ Maintain limits at least as stringent as City
Pretreatment Annual Report	<ul style="list-style-type: none"> ▪ City shall prepare annual RPWRF report for submittal to Ecology ▪ City will forward annual report to County 	<ul style="list-style-type: none"> ▪ County or designated consultant shall prepare and submit SCRWRF annual report to Ecology ▪ County will forward annual report to City
County Industrial User Survey for COS/COC Areas		<ul style="list-style-type: none"> ▪ Update continually ▪ Conduct survey and follow up on non-responses ▪ Forward latest version to City ▪ Make any changes as required by regulatory agencies
Permitting Process for COS/COC Areas	<ul style="list-style-type: none"> ▪ Review Draft permit prepared by County 	<ul style="list-style-type: none"> ▪ Send out surveys, permit applications, and classify Industrial Users ▪ Review permit application and prepare Draft permit ▪ Forward permit application to City for review ▪ Send Draft permit for Department of Ecology Review ▪ Publish and conduct Public Commentary of Draft permit ▪ Issue Final permit after Department of Ecology review ▪ Permit modification as needed

Responsibility	City of Spokane	Spokane County
Inspections, Sampling, Analysis of Users within COS/COC Areas	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary. City will give notice to County prior to inspections and sampling. ▪ City may perform duties at request of County ▪ County to give notice to City prior to inspections and sampling. City may attend at its discretion. 	<ul style="list-style-type: none"> ▪ County notifies City of scheduled inspections for Users with the potential to discharge to RPWRF ▪ County or designated consultant performs inspections, sampling, and analysis of Users in COS/COC Areas ▪ County distributes inspection and sampling reports ▪ County to forward inspection and sampling reports to City ▪ County to provide City with monthly compliance reports on each permitted User
Enforcement within County (COS/COC Areas)	<ul style="list-style-type: none"> ▪ City may perform duties as it deems necessary ▪ City may perform duties at request of County ▪ City may recommend enforcement actions to the County 	<ul style="list-style-type: none"> ▪ County to perform enforcement tasks, or delegate to consultant ▪ Publish all out of compliance users as required by Federal Pretreatment regulations in local paper
Emergency Suspension	<ul style="list-style-type: none"> ▪ City may act as needed 	<ul style="list-style-type: none"> ▪ County may act as needed
Response to Production Changes or Changed Discharge		<ul style="list-style-type: none"> ▪ County to review and take appropriate action ▪ County to notify City of change and of action taken
ICR/ICC Inside City service and City regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority- City Ordinance ▪ Industrial User Survey ▪ Permitting (all aspects) ▪ Enforcement with City Ordinance ▪ Inspections 	
OCR/OCC Inside City service area but outside City regulatory area	<ul style="list-style-type: none"> ▪ Legal Authority - County Ordinance ▪ Industrial User Survey ▪ Permitting (all aspects) ▪ Enforcement with County Ordinance ▪ Inspections 	

COS/COC inside County
service area

- Legal Authority - County Ordinance
- Industrial User Survey
- Permitting (All aspects not delegated to consultant)
- Enforcement with County Ordinance
- Inspections

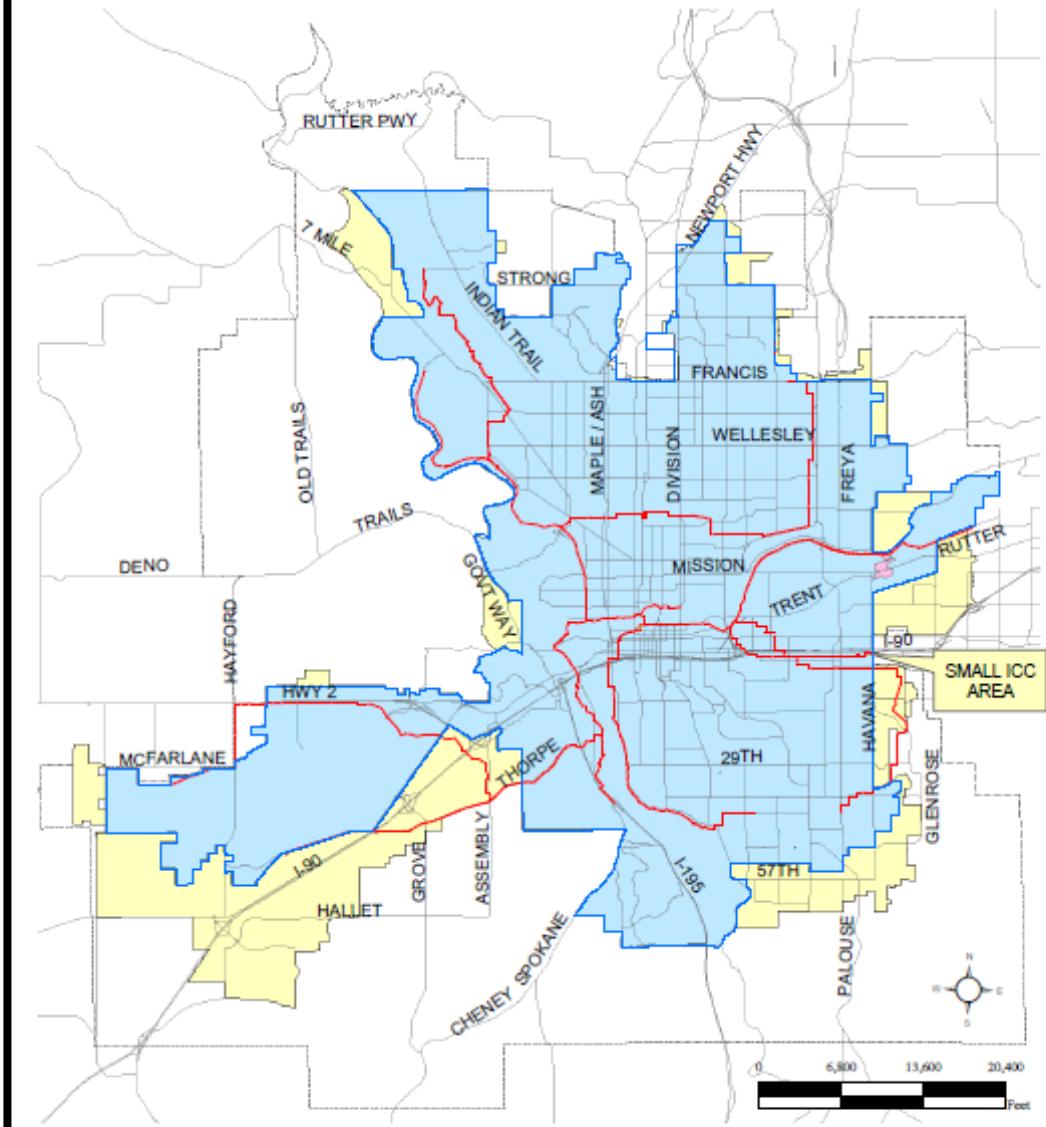
Summary of Responsibilities under Multijurisdictional Agreement for
Pretreatment Program between Spokane County and the City of Spokane

<i>FLOW AREA</i>	<i>PLANT</i>	<i>REGULATORY AREA</i>	<i>SERVICE AREA</i>	<i>IPP</i>	<i>ORDINANCE</i>
ICR	RPWRF	CITY	CITY	CITY	CITY
OCR	RPWRF	COUNTY	CITY	CITY / TO COURT ACTION	COUNTY
COS	RPWRF	COUNTY	COUNTY	COUNTY	COUNTY
ICC	RPWRF / SCRWRF	CITY	CITY	CITY	CITY
OCC	RPWRF / SCRWRF	COUNTY	CITY	CITY / TO COURT ACTION	COUNTY
COC	RPWRF / SCRWRF	COUNTY	COUNTY	COUNTY	COUNTY

Attachment 2 – Maps of regulatory areas

Current sewer service area boundaries of the Parties are defined and mapped in the 2014 Comprehensive Wastewater Management Plan (CWMP), as updated from time to time and incorporated into this Agreement as modified. The maps in Attachment 2 are representative of current service area boundaries for purposes of this Agreement.

ATTACHMENT "2A" **INDUSTRIAL PRETREATMENT PROGRAM** **SPOKANE COUNTY AND CITY OF SPOKANE**



Legend

— Interceptors

— Spokane City Boundary

— RPWRF Design Flow Area

Flow Areas

ICC

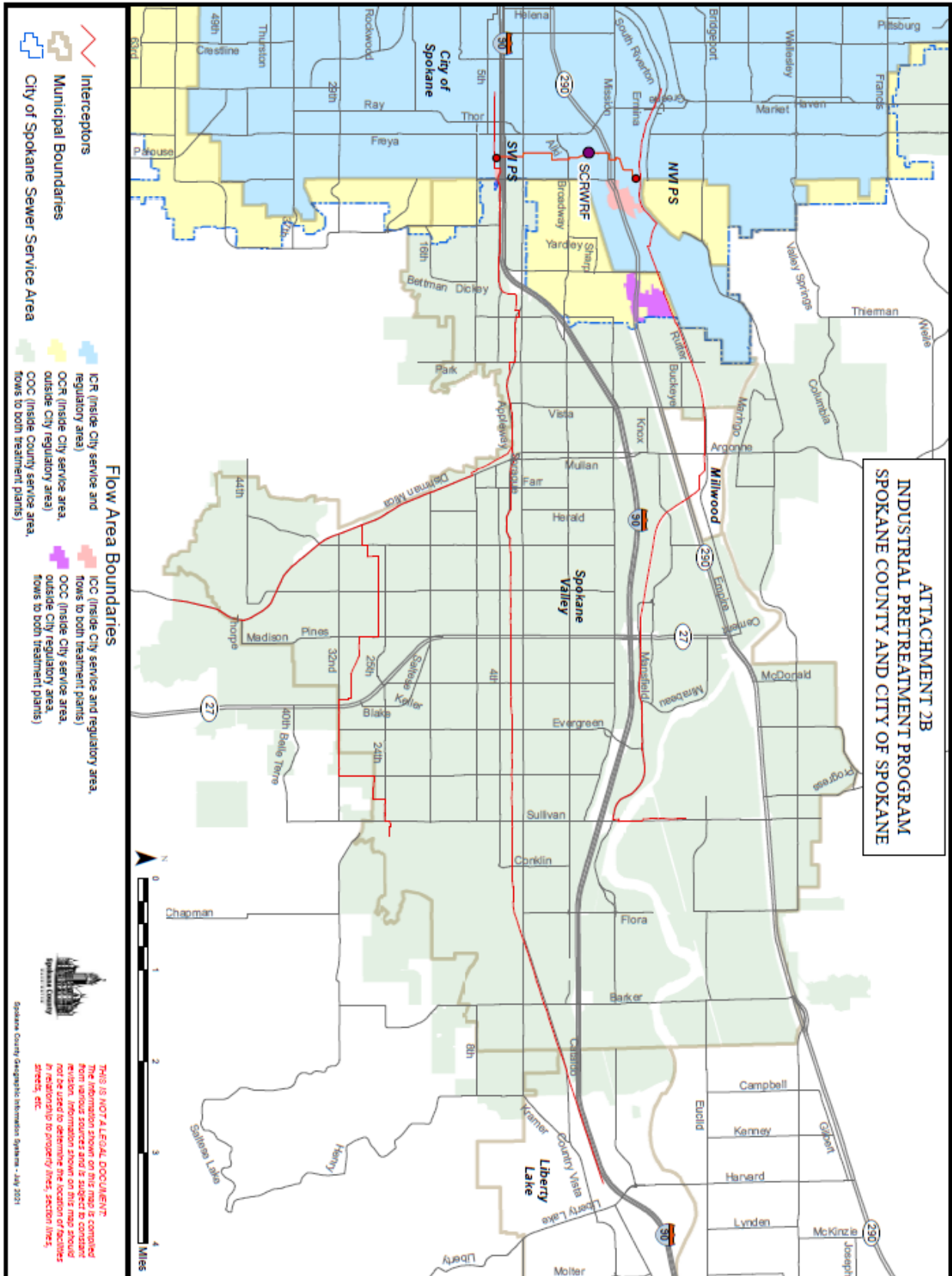
ICR

OCR

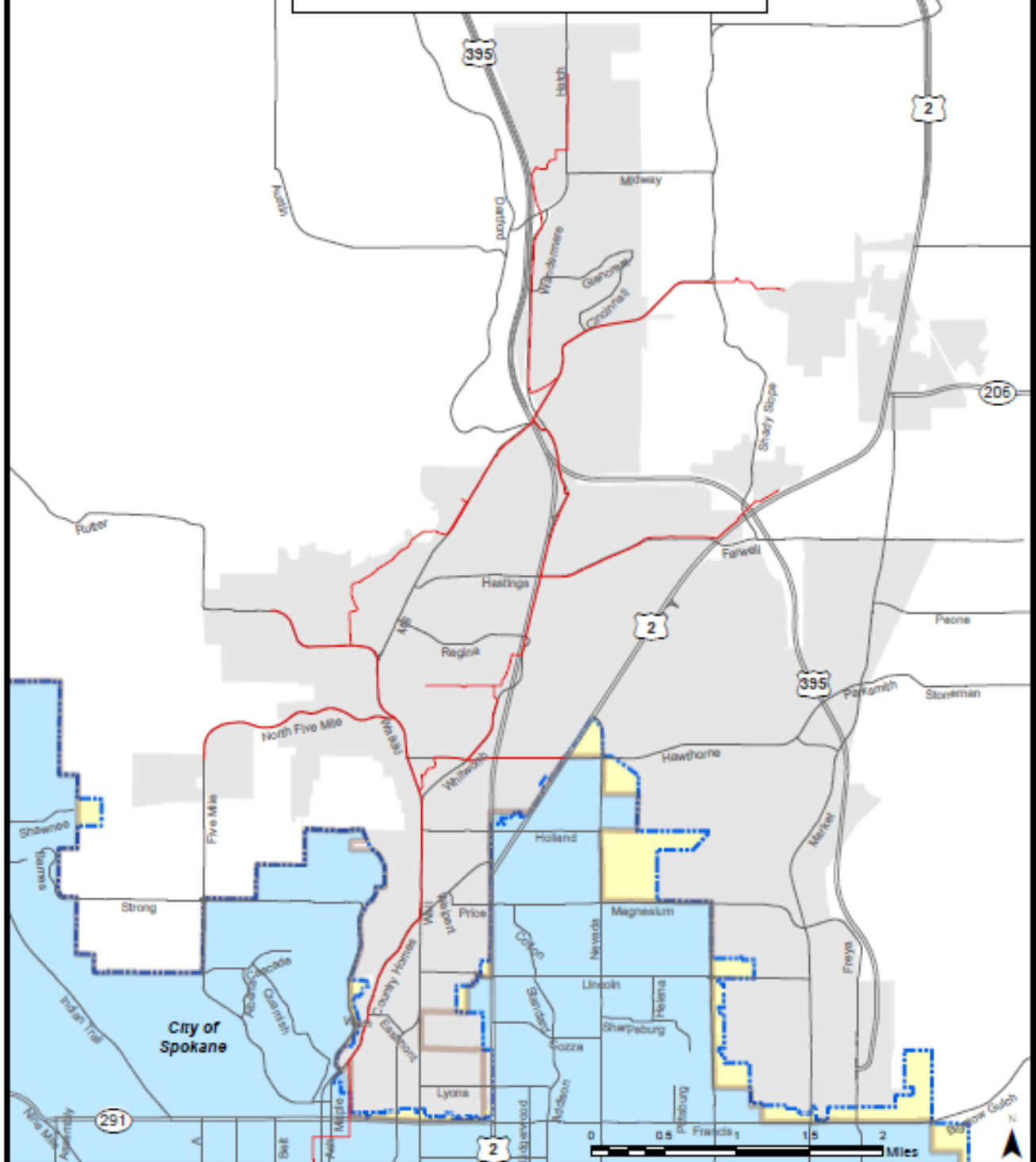


THIS IS NOT A LEGAL DOCUMENT:
 The information shown on this map is compiled
 from various sources and is subject to constant
 revision. Information shown on this map should
 not be used to determine the location of facilities
 in relationship to property lines, section lines,
 streets, etc.

ATTACHMENT 2B INDUSTRIAL PRETREATMENT PROGRAM SPOKANE COUNTY AND CITY OF SPOKANE



ATTACHMENT 2C INDUSTRIAL PRETREATMENT PROGRAM SPOKANE COUNTY AND CITY OF SPOKANE



- Interceptors
- Municipal Boundaries
- City of Spokane Sewer Service Area

Flow Area Boundaries

- ICR (inside City service and regulatory area)
- OCR (inside City service area, outside City regulatory area)
- COS (inside County service area)



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

Spokane County Geographic Information Systems - July 2021



Agenda Sheet for City Council Meeting of: 11/15/2021

Date Rec'd	10/27/2021
Clerk's File #	OPR 2021-0735
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	SBO PENDING

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	SETH HACKENBERG X4146
Contact E-Mail	SHACKENBERG@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0560 - DUI COURT GRANT

Agenda Wording

The Spokane Municipal DUI Court is seeking acceptance of the WTSC Grant for \$50,000. The grant period is October 01, 2021 through September 30, 2022.

Summary (Background)

The Washington Traffic Safety Commission has awarded a grant to the DUI Court for another year. This award is primarily for UA testing funding with \$38,000 going towards this purpose. \$12,000 is for travel to the 2022 NADCP Conference.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Revenue \$ 50,000

Expense \$ 50,000

Select \$

Select \$

Budget Account

1360-91209-99999-33320-99999

1360-91209-12500-5XXXX-99999

#

#

Approvals

Dept Head DELANEY, HOWARD

Division Director LOGAN, MARY

Finance BUSTOS, KIM

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

GRANTS, CONTRACTS & PURCHASING
STOPHER, SALLY

Council Notifications

Study Session\Other 11/08/2021 UE

Council Sponsor Breean Beggs

Distribution List

hdelaney@spokanecity.org

shackenberg@spokanecity.org

rkokot@spokanecity.org

tstabb@spokanecity.org

Briefing Paper

Public Safety and Community Health

Division & Department:	Stand Alone Departments/Spokane Municipal Court
Subject:	DUI Court Grant
Date:	11/01/2021
Contact (email & phone):	Shackenberg@spokanecity.org 509-309-6948
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Public Health 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)	Budget & Strategic Plan
Strategic Initiative:	Improvement of Criminal Justice Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Prevent repeat DUI offenses through DUI Court participation and monitoring
Background/History: <i>The Spokane DUI Court has been the recipient of a WTSC Grant for the past 2 years. Due to the efforts of the court the WTSC has agreed to extend the grant once more for another full year period. The fund would be \$50,000. \$38,000 would be for UA testing and \$12,000 for travel and training.</i>	
Executive Summary: <ul style="list-style-type: none"> <i>Spokane DUI Court received WTSC in 2019</i> <i>Extended in 2021</i> <i>Extended again for 2022</i> <i>\$50,000 total</i> 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

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

Specify changes required:

Known challenges/barriers:

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

11/15/2021

Date Rec'd

11/2/2021

Clerk's File #

OPR 2019-0855

Renews #**Cross Ref #**

2019-0855

Submitting Dept

FLEET SERVICES

Contact Name/Phone

RICHARD GIDDINGS 625-7706

Project #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5100-TIRE SERVICES CONTRACT RENEWAL

Agenda Wording

Fleet Services would like to renew the Tire Services Contract with Wingfoot Commercial Tire Systems, LLC for one year, using Washington State Contract 00519 for a yearly amount of \$150,000, for the repair of misc tires.

Summary (Background)

The Tire Service contract renewal will continue to provide timely tire services to all city vehicles. we recommend approval of a renewal contract for Tire Services. Funding for this contract is in the Fleet department's budget.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 150,000

5100-71700-48348-54803-99999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

Study Session\Other

11/01/2021

Division Director

WALLACE, TONYA

Council Sponsor

Lori Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

mmartinez

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Finance, Fleet Services
Subject:	Tire Services Contract Renewal
Date:	November 1, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety and Community Health 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: Fleet Services would like to renew the Tire Services Contract with Wingfoot Commercial Tire Systems, LLC for one year, using Washington State Contract 00519 for a yearly amount of \$150,000.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The Tire Service contract will provide timely tire services to all city vehicles. <u>Action</u> <ul style="list-style-type: none"> Recommend approval of a renewal contract for Tire Services. <u>Funding</u> <ul style="list-style-type: none"> Funding for this contract is in the Fleet department's 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:**

11/15/2021

Date Rec'd

11/3/2021

Clerk's File #

OPR 2018-0526

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

POLICE

Contact Name/PhoneJENNIFER 625-4056
HAMMOND**Project #****Contact E-Mail**

JHAMMOND@SPOKANEPOLICE.ORG

Bid #

RFP 4463-18

Agenda Item Type

Contract Item

Requisition #**Agenda Item Name**

0680 POLICE UNIFORM CONTRACT

Agenda Wording

Approval to renew uniform contact with Gall's #2018-0526 for 2021 and 2022. Estimated average amount of \$100,000.00 annually

Summary (Background)

In 2018 Galls, LLC won the bid to provide uniforms and service to the department for 3 years with an option to purchase from the company for an additional 2 years. Approval of 2021 and 2022 will be the final renewals on this contract.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 200,000.00

0680-11410-21250-53202-99999

Select \$

#

Select \$

#

Select \$

#

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

HAMMOND, JENNIFER

Study Session\Other

PSCHC 10/04/2021

Division Director

HAMMOND, JENNIFER

Council Sponsor

CM Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

ODLE, MARI

spdfinance@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

WAHL, CONNIE

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Safety, Police Department
Subject:	Police Jumpsuits Value Blanket
Date:	September 23, 2021
Author (email & phone):	Michelle Loucks, dloucks@spokanepolice.org 625-4055
City Council Sponsor:	
Executive Sponsor:	Jennifer Hammond
Committee(s) Impacted:	Public Safety & Community Health 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 Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to renew uniform contract with Gall's # 2018-0526 for 2021 and 2022. Estimated average amount of \$100,000.00 annually.
<p><u>Background/History:</u> On May 7, 2018, RFP #4463-18 was sent out to multiple firms to provide Police uniforms and service including the fitting, alteration, repair and inventory of new and replacement uniforms. Gall's LLC won the bid to provide uniforms and service to the department for 3 years with an option to purchase from the company for an additional two years. Approval of 2021 and 2022 will be the final renewals on this contract.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Renewal of the uniform contract will provide police officers with essential duty gear. Recommend approval of renewal of the contract for 2021 and 2022 Funding for this contract is in the police department's budget. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



Agenda Sheet for City Council Meeting of:
11/15/2021

Date Rec'd	11/2/2021
Clerk's File #	ORD C36133
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	4490 SBO FOR PURCHASE OF 2022 SPRING OUTAGE PARTS		

Agenda Wording

Special Budget Ordinance for the Solid Waste Disposal Department for the immediate purchase of critical parts needed for the spring maintenance outage in 2022.

Summary (Background)

The Solid Waste Disposal Department is requesting an SBO to fund the immediate order of critical parts necessary for the spring outage in 2022. Due to the pandemic, we are experiencing manufacturing and delivery delays on many of the parts necessary for outages. The orders for these parts need to be placed in 2021 in order to have them delivered on time. These funds were planned for and budgeted in 2022, so the overall budget total in 2022 would be reduced accordingly if approved in 2021.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 1,061,284	<u>Budget Account</u>	# 4490-44900-94000-56401
Expense	\$ 814,046		# 4490-44100-37148-53210
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	Finance 11/15/21
<u>Council Sponsor</u>	CP Beggs

Distribution List

<u>Additional Approvals</u>	tprince@spokanecity.org
<u>Purchasing</u>	caveryt@spokanecity.org
<u>MANAGEMENT & BUDGET</u>	pingiosi@spokanecity.org
	dpaine@spokanecity.org

Briefing Paper

Finance and Administration

Division & Department:	Public Works, Solid Waste Disposal
Subject:	SBO – Solid Waste Disposal 2022 Spring Outage Parts Order
Date:	November 14, 2021
Author (email & phone):	David Paine (dpaine@spokanecity.org) 625-6878
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Marlene Feist
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)	Budget
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting.
Outcome:	Purchase Critical Necessary Parts for the Spring 2022 Outage at Waste to Energy Plant

Background/History:

The Solid Waste Disposal Department is requesting a Special Budget Ordinance to fund the immediate order of critical parts necessary for use in the spring outage in 2022. Due to the pandemic, we are experiencing manufacturing and delivery delays on many of the parts necessary for our important maintenance outages. Maintaining the integrity and operation effectiveness of our grate and induced draft systems is key to the combustion process of our boilers. Poor combustion results in a poor burnout rate and affects our emissions as well as causing undo labor cost at the back end of our process by having to separate the unburned material from the ash and metals. In addition, the turbine/generator system is scheduled for a 5 year maintenance overhaul in the spring of 2022. The needed parts will help maintain safe and reliable operation and allow the facility to achieve maximum power generation revenue.

As a result, we are requesting an SBO in the amount of \$1,875,330 to cover the cost on most of the spring outage order. This amount was included as part of our 2022 budget request and we will reduce the 2022 budget accordingly.

Executive Summary:

This Special Budget Ordinance includes costs for the following orders:

- Grate parts. (Lead time average of 26 weeks) Grate parts are required for boiler smooth operation and provides the assurance to maintain permitted requirements. This cost meet the sum of \$389,000 tax included.
- ID fan shaft replacement. (Lead time average of 11-15 weeks) The ID fan draws a draft through the boilers allowing for proper combustion. This is to correct identified deficiencies found during inspection and ensure safe and smooth operation of the boilers. This cost will be \$389,950 plus tax.
- Turbine parts for upcoming overhaul. (Lead time average of 10 days to 26 weeks) The turbine is an essential part of our operations. This machine is precision piece of equipment that converts steam energy to mechanical energy to be transformed into power in the generator. This machine requires routine maintenance in scheduled overhaul periods to maintain safety and efficiency of its operation and is vital to our success. The parts required total \$973,653.98 plus tax, as quoted. If we do not get a PO issued this month we will see a 5% increase in costs or roughly \$50,000.00.

Budget Impact:

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

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

If new, specify funding source: Reserves

Other budget impacts: (revenue generating, match requirements, etc.) In 2022 Budget, would reduce 2022 request by this SBO

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers: Known challenges/barriers:

ORDINANCE NO C36133

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

(1) Increase appropriation by \$1,875,330.

(A) The increase in appropriation is from the Solid Waste Fund's Unappropriated Reserves.

(B) Of the increased appropriation, \$1,061,284 is provided solely for machinery and equipment.

(C) Of the increased appropriation, \$814,046 is provided solely for repair and maintenance supplies.

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 order the essential parts with long lead times in November 2021 in preparation for the planned 2022 spring outage at the Waste to Energy Plant, 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:**

11/15/2021

Date Rec'd

11/1/2021

Clerk's File #

ORD C36134

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

ERIC OLSEN 835-4505

Project #**Contact E-Mail**

EOLSEN@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1620 - SBO FOR BEHAVIORAL HEALTH UNIT GRANT PROGRAM FY21-22

Agenda Wording

Special Budget Ordinance to recognize awarded Washington Association of Sheriffs and Police Chiefs(WASPC) grant funds for staffing the Regional Mental Health Field Response Team.

Summary (Background)

The City of Spokane Police Department along with Spokane County Sheriff's Office jointly applied and were subsequently awarded grant funding from the WASPC for the continued operation of the Regions Mental Health Field Response Team. Spokane County was designated as the lead agency on the grant and the City will receive funding through a Memorandum of Understanding. This SBO will allocate funding for 6 SPD FTE's assigned to the unit.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 833,433

1620-91790-99999-33469-99999

Expense \$ 833,433

1620-91790-21250-VARIOUS

Select \$

#

Select \$

#

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

HAMMOND, JENNIFER

Study Session\OtherPSCHC Meeting
11/01/2021**Division Director**

HAMMOND, JENNIFER

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution List**Legal**

PICCOLO, MIKE

eolsen@spokanepolice.org

For the Mayor

ORMSBY, MICHAEL

jhammond@spokanepolice.org

Additional Approvals

spdfinance@spokanecity.org

Purchasing**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

**GRANTS,
CONTRACTS &
PURCHASING**

STOPHER, SALLY

ORDINANCE NO C36134

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 Public Safety & Judicial 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 Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

- 1) Increase revenue by \$833,433
 - a. Revenue increase due to awarded grant funding through Spokane County toward the Spokane Regional Mental Health Field Response Team program grant
- 2) Increase appropriations by \$833,433
 - a. Increase in appropriations to be used towards funding 6 full-time SPD employees assigned to the Behavioral Health Unit
 - i. One Sergeant who will oversee the Unit
 - ii. One Mental Health Coordinator
 - iii. Four Police Officers

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 acceptance of grant funding for six SPD employees assigned to the Behavior Health Unit and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Spokane Police Department
Subject:	SBO for FY21-22 Mental Health Team grant award
Date:	10/19/2021
Contact (email & phone):	Eric Olsen 835-4505 eolsen@spokanepolice.org
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Craig Meidl
Committee(s) Impacted:	Public Safety Community Health 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 Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to recognize awarded WASPC funds for the staffing the Regional Mental Health Field Response Team.
Background/History: The City of Spokane Police Department along with Spokane County Sheriff's Office jointly applied and were subsequently awarded grant funding from WASPC for the continued operation of the Regions Mental Health Field Response Team. Spokane County was designated as the lead agency on the grant and the City received from through a Memorandum of Understanding.	
Executive Summary: <ul style="list-style-type: none"> • Total amount awarded to the City - \$833,433 • Grant period July 1, 2021 through June 30, 2022 • Funding provided salary & benefits for 6 full-time employees: <ul style="list-style-type: none"> ○ 1 Sergeant ○ 1 Mental Health Coordinator ○ 4 Police Officers 	
Budget Impact: 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: WASPC grant award 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:	



Agenda Sheet for City Council Meeting of:
11/15/2021

Date Rec'd	11/1/2021
Clerk's File #	ORD C36135
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	MIKE MCNAB 835-4514
Contact E-Mail	MMCNAB@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1620 - SBO FOR HOSTAGE TEAM EQUIPMENT

Agenda Wording

Special Budget Ordinance from one-time State legislative implementation funding to be used for the purchase of personal safety equipment for SPD's Hostage Negotiations Team.

Summary (Background)

The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$69,341 of this funding to purchase 14 personal safety equipment kits that includes, gas mask, level III armor, ballistic helmets, and communication headsets for HNT officers.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact	Budget Account	
Expense \$ 69,341	# 1620-99138-21250-53528-99999	
Revenue \$ 69,341	# 1620-99138-99999-33469-99999	
Select \$	#	
Select \$	#	

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session\Other</u>	PSCHC Meeting 11/01/2021
<u>Division Director</u>	MEIDL, CRAIG	<u>Council Sponsor</u>	Councilmember Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mmcnab@spokanepolice.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	spdfinance@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL		

ORDINANCE NO C36135

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 Public Safety & Judicial Grant funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

- 1) Increase revenue by \$69,341
 - a. \$69,341 of the increased revenue in the Police department is a distribution from the state to assist with one-time costs related to law enforcement and criminal justice related legislation enacted between January 1, 2020 and June 30, 2021
- 2) Increase appropriations by \$69,341
 - a. Increase in appropriations will be used to procure safety equipment for the Spokane Police Hostage Negotiation Team

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 additional safety equipment and tools to adhere to new state legislation and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Spokane Police Department
Subject:	SBO for Hostage Negotiation Team equipment
Date:	10/19/2021
Contact (email & phone):	Mike McNab– mmcnab@spokanepolice.org 509-835-4514
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Asst. Chief Lundgren
Committee(s) Impacted:	Public Safety Community Health 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 Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO to utilize funds from one-time State legislative funding to be used for the purchase personal safety equipment for SPD's Hostage Negotiations Team.
Background/History: The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$69,341 of this funding to purchase 14 personal safety equipment kits that includes, gas mask, level III armor, ballistic helmets, and communication headsets for HNT officers.	
Executive Summary: <ul style="list-style-type: none"> SBO of \$69,341 needed to award procure requested safety equipment Funding to come from one-time State legislation implementation funding Previously approved purchases of \$213,800 plus this request of \$69,341 leaves a remaining balance of \$606,666 	
Budget Impact: 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:	

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

11/15/2021

Date Rec'd

11/2/2021

Clerk's File #

ORD C36136

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

MICHAEL ORMSBY 6287

Project #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0500 SPECIAL BUDGET ORDINANCE FOR INTERPRETER COSTS

Agenda Wording

This request is to perform a budget transfer and utilize budgeted salary savings to offset interpreter expenses.

Summary (Background)

The City Prosecutor's office is required to provide interpreters for non-English speaking defendants. Many interpreters have begun charging a two-hour minimum for services and this has resulted in a budget deficit for 2021. Additional funds for this line-item have been requested for the 2022 budget. The Prosecutor's office had two employees on leave for a portion of this year which resulted in budgeted salary savings of approximately \$28,000.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ (13,000)

0500-11220-15300-07700

Expense \$ (15,000)

0500-15100-15300-07700

Expense \$ 28,000

0500-15100-15300-54210

Select \$

#

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

PICCOLO, MIKE

Study Session\Other

11/1/21

Division Director**Council Sponsor**

Council Member Kinnear

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

mormsby@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jbingham@spokanecity.org

Additional Approvals

dwhaley@spokanecity.org

Purchasing

ywang@spokanecity.org

**MANAGEMENT &
BUDGET**

INGIOSI, PAUL

ORDINANCE NO C36136

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 Legal Fund - City Prosecutor's Office budget, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- (1) Decrease the appropriation for Assistant Prosecutor in Legal by \$28,000.
- (2) Increase the appropriation for the Interpreter Costs in Legal by \$28,000.
- (3) There is no change to the appropriation level in the General 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 to cover increased interpreter costs in 2021, 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:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	City Prosecutor's Office
Subject:	SBO for personnel funds budget transfer
Date:	November 4, 2021
Author (email & phone):	Mike Ormsby, mormsby@spokanecity.org 509-625-6287
City Council Sponsor:	Councilwoman Lori Kinnear
Executive Sponsor:	Mike Ormsby
Committee(s) Impacted:	Public Safety & Community Health 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)	\$28,000 Budget Transfer from Assistant Prosecutor personnel to Interpreters \$13,000 from 0500-11220-15300-07700 (Assistant Prosecutor) \$15,000 from 0500-15100-15300-07700 (Assistant Prosecutor) Transfer in full to 0500-15100-15300-54210 (Interpreters)
Strategic Initiative:	n/a
Deadline:	immediate need
Outcome: (deliverables, delivery duties, milestones to meet)	Approve SBO for budget transfer.
Background/History: The City Prosecutor's office is required to provide interpreters for non-English speaking defendants. Many interpreters have begun charging a two-hour minimum for services and this has resulted in a budget deficit for 2021. Additional funds for this line-item have been requested for the 2022 budget. The Prosecutor's office had two employees on leave for a portion of this year which resulted in budgeted salary savings of approximately \$28,000. This request is to perform a budget transfer and utilize budgeted salary savings to offset interpreter expenses.	
Executive Summary: Seeking approval for \$28,000 budget transfer to avoid deficit on City Prosecutor's Interpreter line item.	
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Operating Xfer In from Criminal Justice Assistance Fund n/a 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 <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: none Known challenges/barriers: Known challenges/barriers: none	



Agenda Sheet for City Council Meeting of:
11/15/2021

<u>Date Rec'd</u>	10/25/2021
<u>Clerk's File #</u>	RES 2021-0095
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	RAYLENE GENNETT 625-7901
<u>Contact E-Mail</u>	RGENNETT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4320-PUBLIC RULE - INDUSTRIAL PRETREATMENT PROGRAM FEES

Agenda Wording

Council approval to update the Wastewater Treatment Facility Industrial Pretreatment Program Fees Public Rule

Summary (Background)

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2022. The new fees are higher than previous fees and in line with the expense incurred by the City.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GENNETT, RAYLENE	<u>Study Session\Other</u>	Public Safety 11/1/21
<u>Division Director</u>	FEIST, MARLENE	<u>Council Sponsor</u>	Breean Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		Tax & Licenses	
		atagnani@spokanecity.org	
		eschoedel@spokanecity.org	

RESOLUTION

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City adopted Public Rule and Procedure #4310-20-01 on November 9, 2020 which sets forth the RPWRF & Industrial Pretreatment Program & Lab Analysis Fees, effective December 7, 2020; and

WHEREAS, since adoption, the fees contained in Appendix A are in need of update to reflect current costs associated with the administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, section 7 of the Public Rule has been updated to reflect current billing procedures; and

WHEREAS, the Appendix “A” to the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule should be updated and attached hereto in its entirety as Attachment “A” hereto.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES and Appendix A, as contained in Attachment “A” hereto, with an effective date of January 1, 2022.

ADOPTED by City Council this ____ day of November 2021.

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Public Rule – Industrial Pretreatment Program Fees
Date:	October 26, 2020
Contact (email & phone):	Raylene Gennett rgennett@spokanecity.org (509) 625-7901
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to update the Wastewater Treatment Facility Industrial Pretreatment Program Fees Public Rule
Background/History: The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2022.	
Executive Summary: <ul style="list-style-type: none"> <u>Impact</u> – The new fees are higher than previous fees and in line with the expense incurred by the City <u>Action</u> – Resolution to Adopt Public Rule to establish and update Pretreatment fees <u>Funding</u> – N/A 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department 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:	

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____ LGL 2020-_____
TITLE: RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES.	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analysis.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A
Spokane Municipal Code (SMC) Chapter 13.03
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977
– 33 USC section 1251 et seq.
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403
Chapter 90.48 RCW
Chapter 173-216 WAC
EPA Region 10 Model Ordinance for Pretreatment Programs
Enforcement Response Plan located at RPWRF
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

4.0 DEFINITIONS

See SMC 13.03A.
See SMC 13.03.

5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation

6.3 Fees and Charges:

6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.

6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).

6. 3.3 Publication of significant non-compliance notice: Costs as billed

6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.

6. 3.5 Processing fee for NSF checks: As set by City Treasurer.

6. 3.6 Administrative penalty: Five hundred dollars (\$500).

6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. ~~The Accounting Department will invoice Industrial Users for fines assessed. For Minor Industrial Users, the Industrial Pretreatment Program will provide the calculated dollar amount from the fee schedule to the Accounting Department. The Accounting Department will then invoice the Industrial User the total calculated amount.~~ Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

8.1 Appendix A – RPWRF Pretreatment Fees

8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

City Administrator

Date

Public Works Director

Date

City Attorney

Date

APPENDIX A

RPWRF - PRETREATMENT FEES

Pretreatment Fee	Dollar Amount
SIU Permit Issuance	8007-9248 / 5 years
SIU Permit Renewal	5365-6182 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	3,876,449 6
Other Inspection	Chemist - time basis
SIU Sampling	815,914
Other Sampling	Lab Tech - time basis
IDA Issuance	484,562
IDA Renewal	264,307
IDA Inspection	264,307
NSCIU Inspection	264,307
Violation Publication Fee	256
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

APPENDIX B

RPWRF - LAB ANALYSIS FEES

Laboratory Analysis Fee	Dollar Amount
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE)	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi Volatiles	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals, without Hg)	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory
Hardness	as charged by analyzing laboratory

EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	57
Standard Methods 4500 P Phosphorus, Total	12 <u>11</u>
Standard Methods 2540D - Total Suspended Solids (TSS)	20 <u>18</u>
Standard Methods 4500 - pH	34 <u>30</u>
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	49 <u>44</u>
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	18
EPA Method 200.7 - Metals, Total (by ICP) - per metal	12

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

11/15/2021

Date Rec'd

10/26/2021

Clerk's File #

RES 2021-0096

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

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 - RESOLUTION TO MODIFY WATER SERVICE AREA

Agenda Wording

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 24082.9063 and 24082.9087.

Summary (Background)

A property owner is requesting to connect certain properties to the City of Spokane Water System. Presently, these properties are located outside the City of Spokane's Retail Water Service Boundary. Prior to the City accepting applications to connect, these properties shall be included in the City's Retail Water Service Boundary.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

PIES 10/25/21

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Michael Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

rbenzie@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

RESOLUTION

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 24082.9063, and 24082.9087.

WHEREAS, the City of Spokane owns and operates a Group A public water system and is designated as a regional water purveyor in the Spokane Region; and

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, et seq. the City of Spokane is required to maintain and submit a Comprehensive Water System Plan update at least every ten (10) years for review and approval; and

WHEREAS, the Comprehensive Water System Plan defines the City's existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the City has adopted policies and procedures for water service; and

WHEREAS, the property owner of Parcel Numbers 24082.9063 and 24082.9087 has requested water service from the City of Spokane for purposes of developing the 9.77 and 19.54 acre sites, respectively (29.31 acres total), located in the West Plains Area south of the Spokane International Airport and I-90 in Spokane County, zoned low density residential, in accordance with Spokane County land-use requirements; and

WHEREAS, the Parcels are located inside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcels are located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amend the Retail Water Service Area map as part of the Coordinated Comprehensive Water System Plan; and

WHEREAS, the Water Department has infrastructure adjacent the referenced Parcels - an existing 8-inch main located in Winona Drive directly to the west, and an existing 12-inch main located in Hallett Road along the northern boundary of the Property which is available to serve said Parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the referenced Parcels; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after consideration of the specific facts associated with the property, finds modification of the Retail Water Service Area to include Parcel Numbers 24082.9063 and 24082.9087 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The Retail Water Service Area Map should be amended to include Parcel Numbers 24082.9063 and 24082.9087

2) Staff is directed and authorized to prepare and enter into a water supply/service agreement with the owners of Parcel Numbers 24082.9063 and 24082.9087 consistent with this resolution and City of Spokane code.

3) Staff is authorized to seek the approval of the Department of Health to amend the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council _____, 2021.

City Clerk

Assistant City Attorney

Briefing Paper

(Public Infrastructure, Environment and Sustainability Committee)

Division & Department:	Public Works, Developer Services Center
Subject:	Resolution 2021-____ – Amend City’s Retail Water Service Area to include: Parcel Numbers 24082.9063 and 24082.9087
Date:	October 25, 2021
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	Michael Cathcart
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
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 Section 13.04.1921 - City Retail Water Service Area; City of Spokane Water System Plan; Duty to Provide Water Service Policy; WAC 246-290-100 (Washington State Department of Health)
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Public Hearing before the City Council
Background/History: Referenced parcels are located inside the Urban Growth Area (UGA), outside the City’s Retail Water Service (RWS) Area, and inside the City’s Future Water Service Area. Applicant is requesting City water service to serve parcels in accordance with Spokane County zoning and land-use requirements.	
Executive Summary: <ul style="list-style-type: none"> Resolution to amend the RWS Area attached Summary of Criteria considered for Resolution: <ol style="list-style-type: none"> 1) Water is available in a timely and reasonable manner – yes 2) Sufficient water rights available – yes 3) Sufficient capacity to serve – yes 4) Consistent with requirements of local plans and regulations – yes 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: O&M Costs for new water mains Other budget impacts: (revenue generating, match requirements, etc.) new customer revenues	
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:	

NW 1/4, SEC. 08, T.24N., R.42E., W.M.

PRELIMINARY LONG PLAT BRAEMAR GLEN ESTATES

LOCATION IN A PORTION OF THE
NE 1/4, NW1/4 SEC. 8, T24N, R42E, W.M.
SPOKANE COUNTY, WASHINGTON

SHEET INDEX

SHEET 1 PRELIMINARY LONG PLAT
SHEET 2 NORTH HALF
SHEET 3 SOUTH HALF

LEGAL DESCRIPTION

PARCEL # 24082.9063
08-24-42 E1/2 OF E1/2 OF NW1/4 OF NW1/4 EXC CO RD
PARCEL # 24082.9087
08-24-42, THE W 1/2 OF THE NE 1/4 OF THE NW 1/4 EXC RD.
LEGAL DESCRIPTIONS PER SPOKANE COUNTY SCOUT

SOILS DESCRIPTION

1021 COCOLALLA-HARDESTY COMPLEX, 0 TO 3 PERCENT SLOPES
3015 SEABOLDT ASHY LOAM, DRY, 0 TO 8 PERCENT SLOPES
3040 CHENEY-ALECANYON COMPLEX, 0 TO 8 PERCENT SLOPES
5070 LENZ-SPOKANE COMPLEX, 3 TO 15 PERCENT SLOPES
5072 LENZ-ROCK OUTCROP COMPLEX, 3 TO 15 PERCENT SLOPES
5310 KRAMERHILL ASHY LOAM, 3 TO 15 PERCENT SLOPES

DRAINAGE NOTES

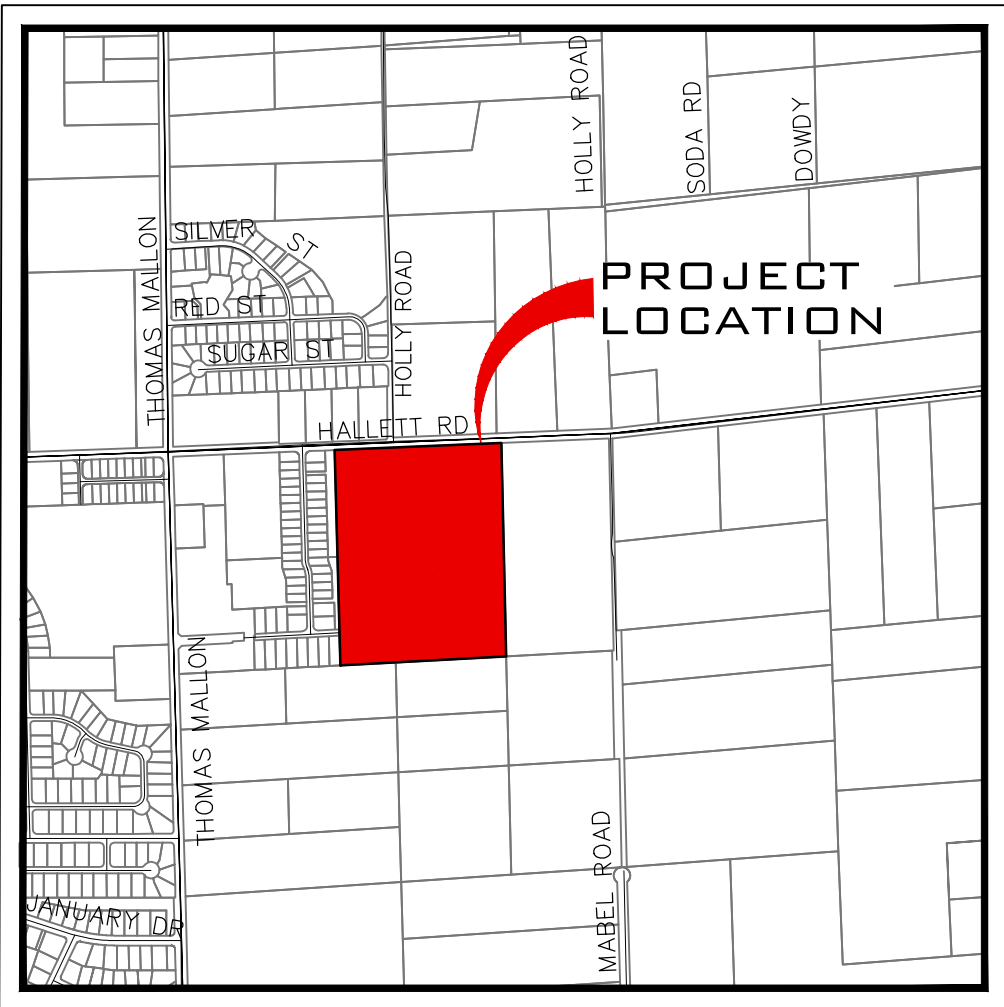
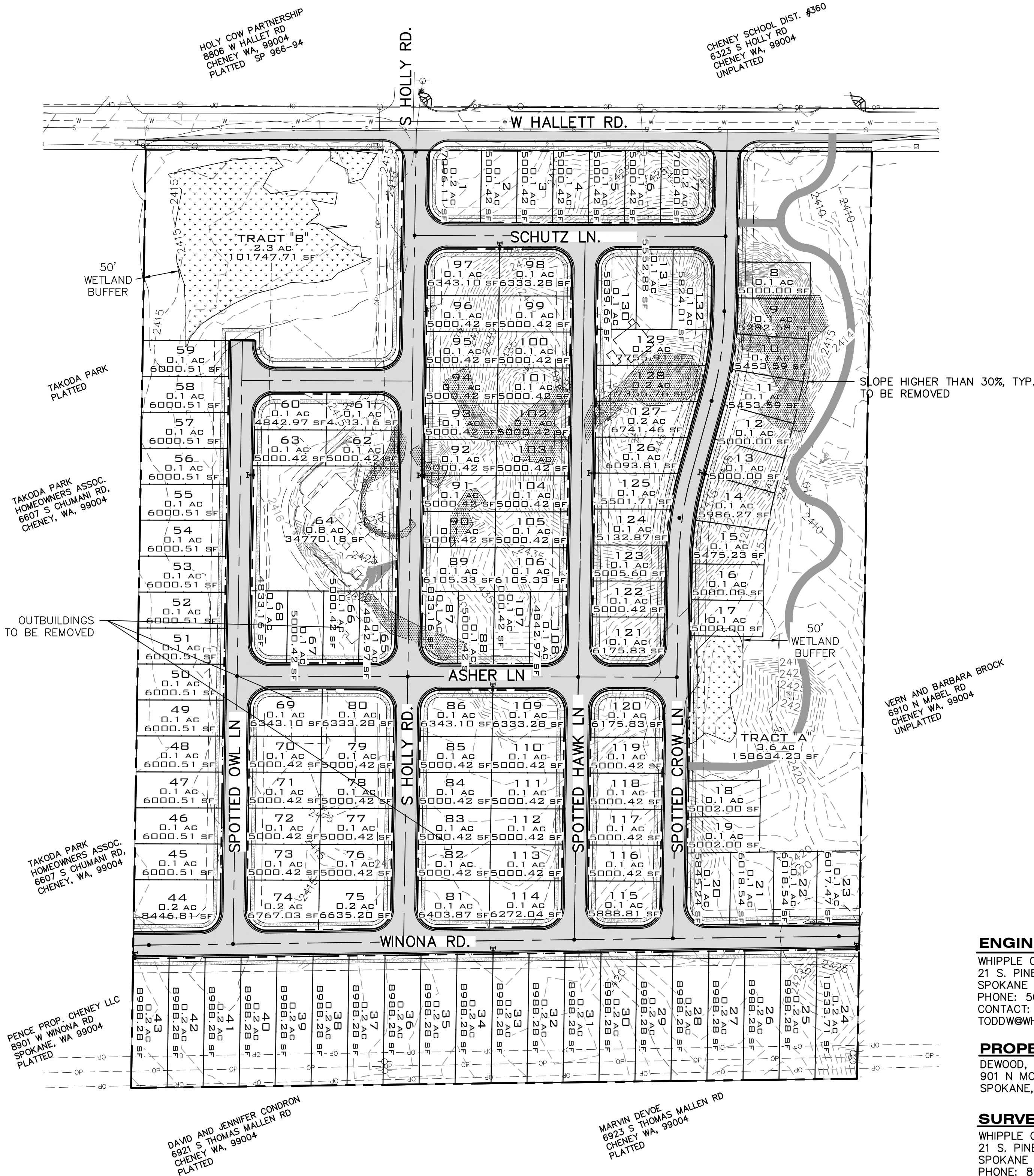
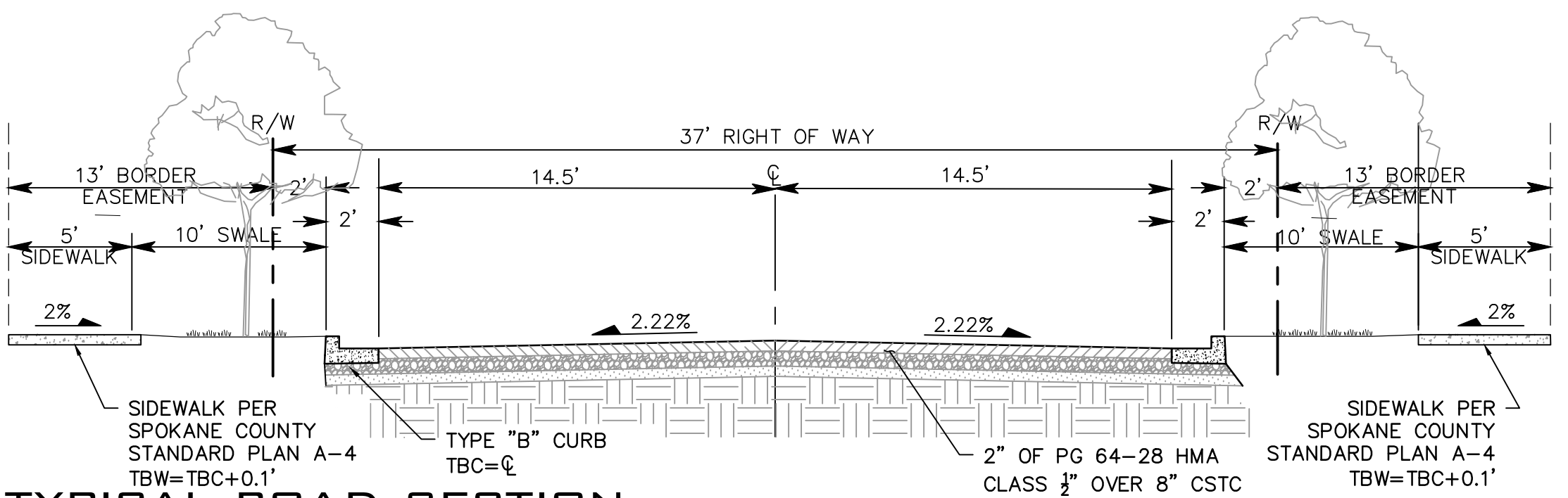
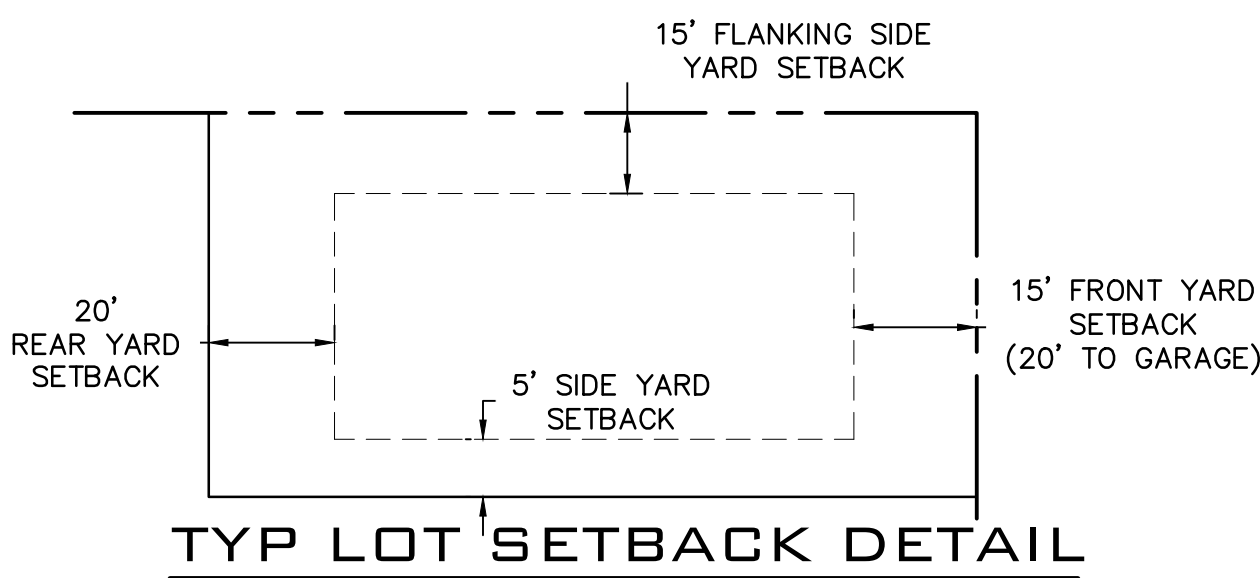
1. DRAINAGE WILL BE PONDS

CRITICAL AREAS

1. WETLANDS - DELINEATED BY WETLAND BIOLOGIST
2. ERODIBLE SOIL

LEGEND

30% SLOPES OR MORE
ERODIBLE SOILS (SHT 2&3)
WETLAND
10' TRAIL



VICINITY MAP
NOT TO SCALE

SITE DATA	
PARCEL NUMBER	24082.9063, 24082.9087
ZONING	LDR
DENSITY [MIN] [MAX]	1 8
ALLOWED DENSITY	30 240
PROJECT AREA	1,308,061.50 30.03
NUMBER OF LOTS	132
NUMBER OF TRACTS	2
AREA OF LOTS	819,664.08 18.82
AREA OF TRACTS	260,381.94 5.98
AREA OF RIGHT OF WAY	228,015.48 5.23
MIN LOT AREA	4,833.16 0.11
MAX LOT AREA	34,770.18 0.80
FIRE DEPARTMENT	FIRE DISTRICT 3
DOMESTIC WATER	CITY OF SPOKANE
SANITARY SEWER	CITY OF SPOKANE

ENGINEER

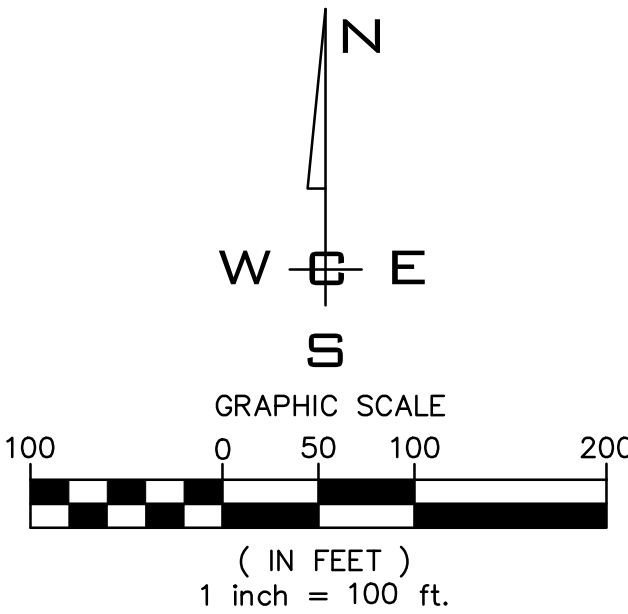
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
CONTACT: TODD WHIPPLE, P.E.
TODD@WHIPPLECE.COM

PROPERTY OWNER

DEWOOD, M.
901 N MONROE ST STE 250,
SPOKANE, WA, 99201

SURVEYOR

WHIPPLE CONSULTING ENGINEERS 21
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: DAVID A. COWELL, P.L.S.



NO.	DATE	BY	REVISIONS

SCALE:
HORIZONTAL:
1"=100'
VERTICAL:
N/A

PROJ #: 20-2797
DATE: 05/06/21
DRAWN: BNG
REVIEWED: TRW

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

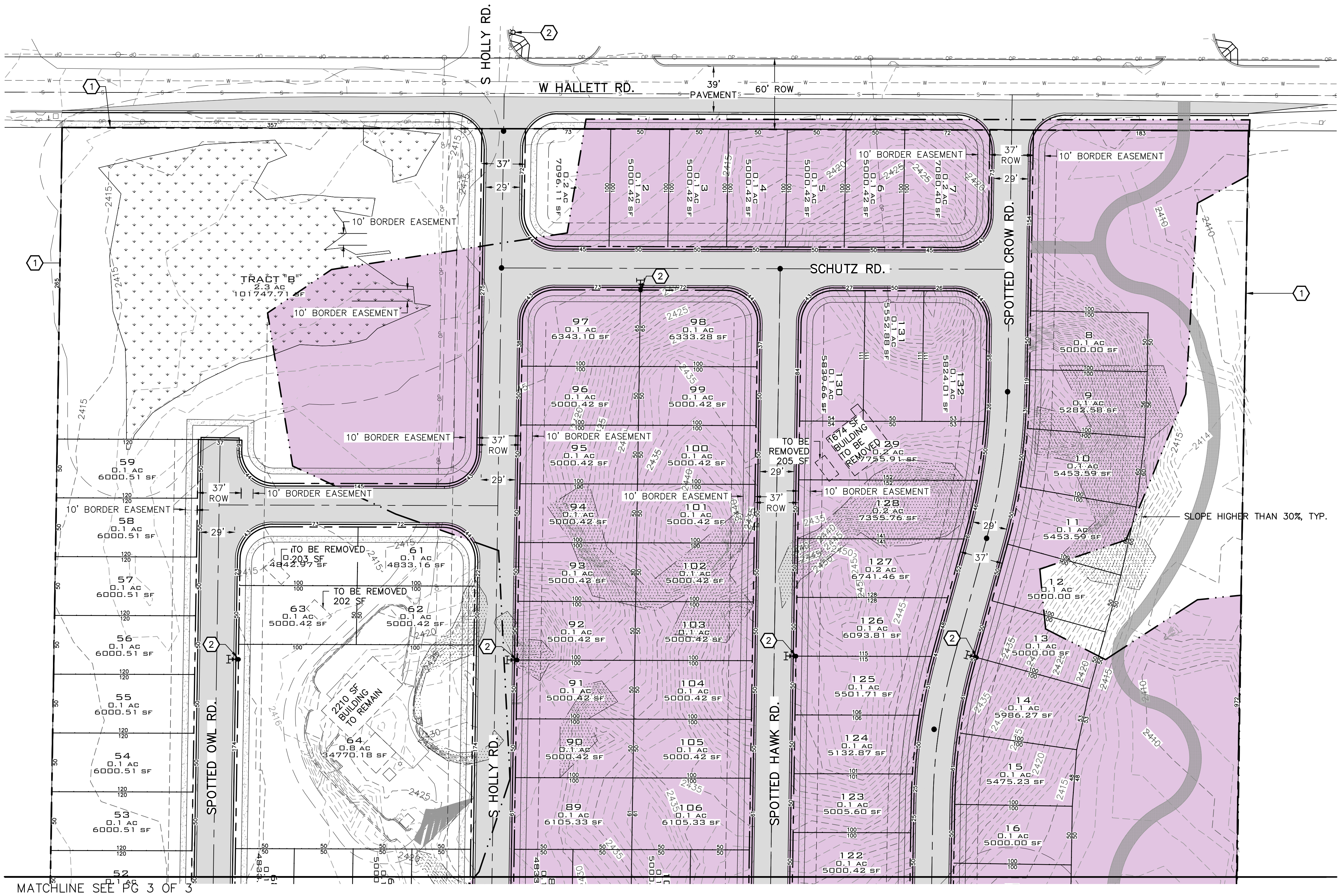


PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA

SHEET
1 OF 3
JOB NUMBER
20-2797

NW 1/4, SEC.08, T.24N., R.42E., W.M.

NORTH HALF OF SITE

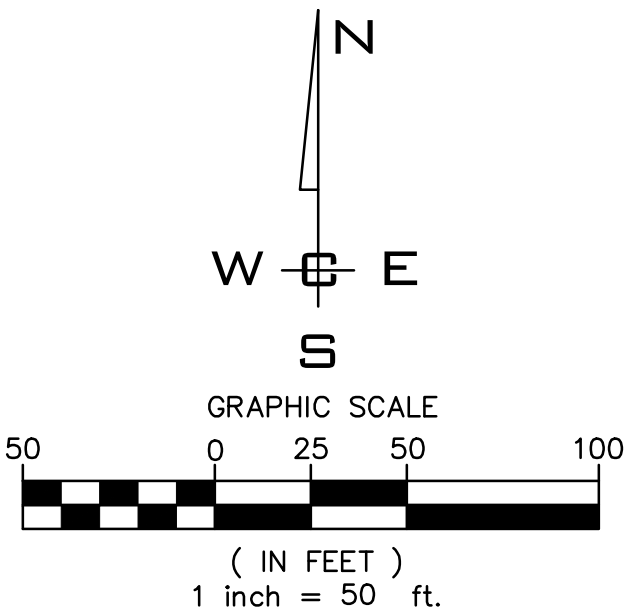


NOTES:

- 1 PROPERTY BOUNDARY
- 2 FIRE HYDRANT LOCATIONS

LEGEND

- 30% SLOPES OR MORE
- ERODIBLE SOILS
- WETLAND
- 10' TRAIL



P:\WCE_WORK\2020 WCE PROJECTS\2020-2797 DEWOOD- 8815 W. Hallett Rd\DWG\2797-PPLAT.DWG PLOT DATE:06/15/21

NO.	DATE	BY	REVISIONS

SCALE:

HORIZONTAL:

1"=100'

VERTICAL:

N/A

PROJ #: 20-2797

DATE: 05/06/21

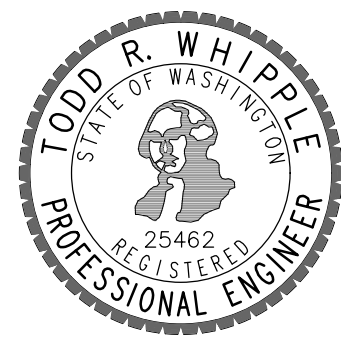
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REVIEWED: TRW

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
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LANDSCAPE
OTHER



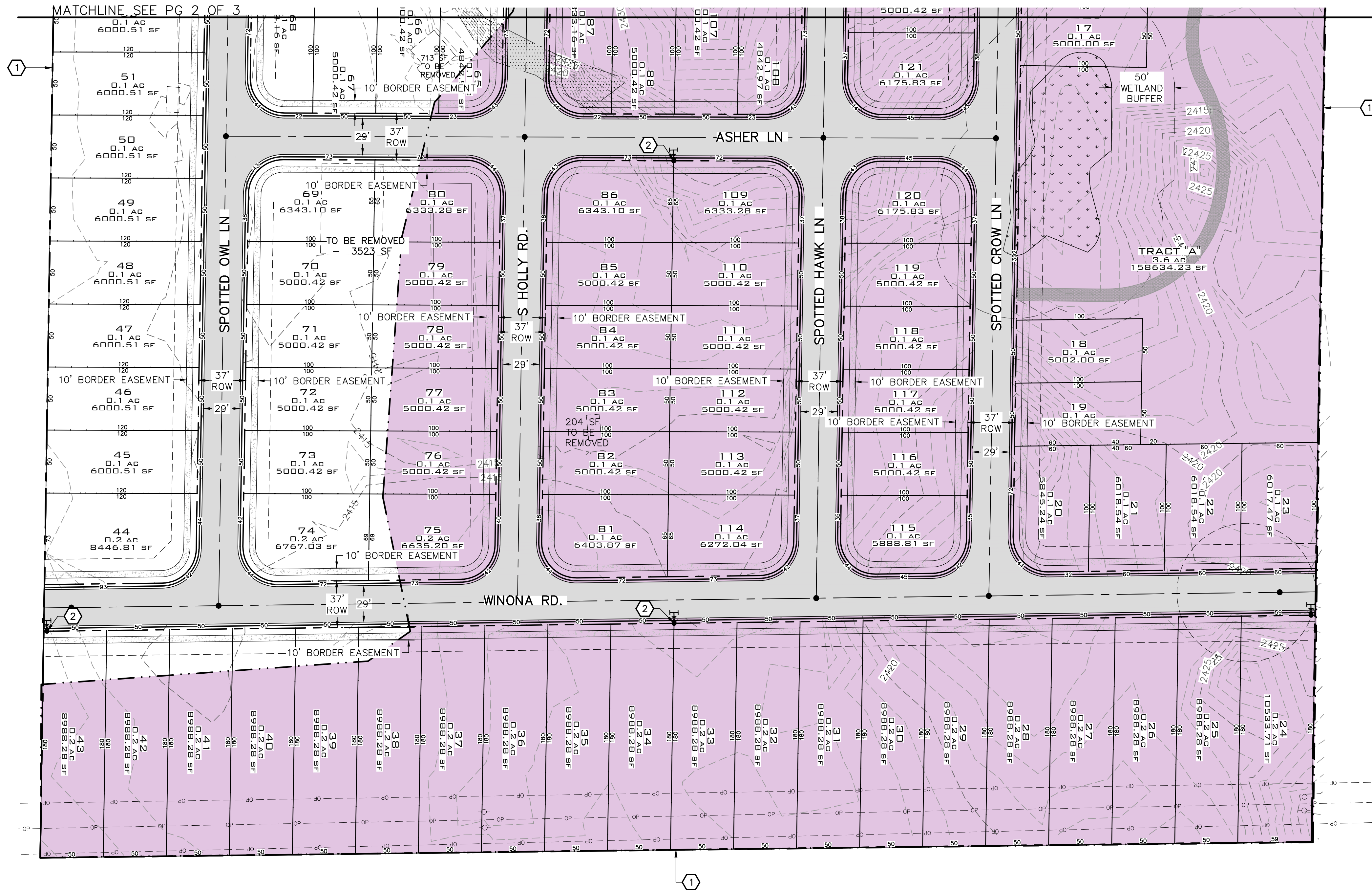
PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA



SHEET
2 OF 3

JOB NUMBER
20-2797

SOUTH HALF OF SITE

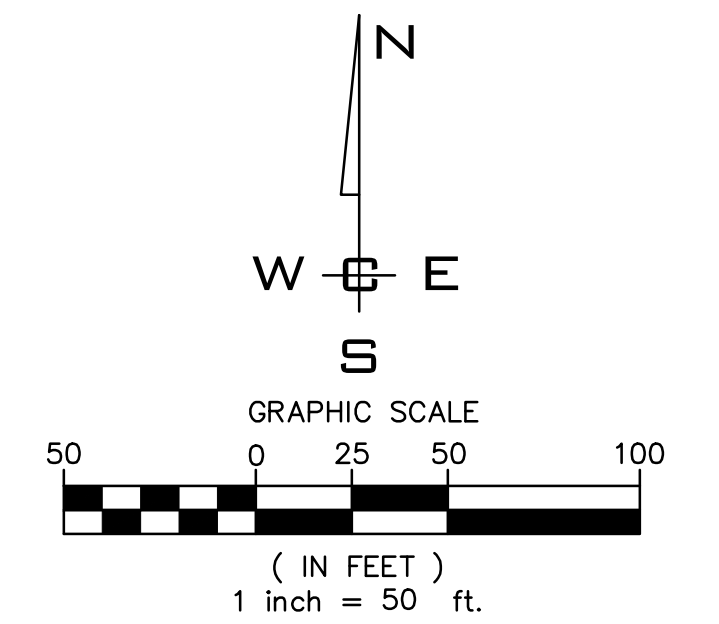


NOTES:

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NO.	DATE	BY	REVISIONS

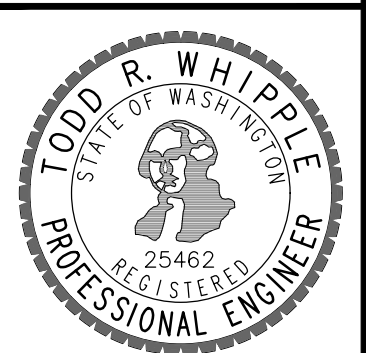
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HORIZONTAL:
1"=100'
VERTICAL:
N/A

PROJ #: 20-2797
DATE: 05/06/21
DRAWN: BNG
REVIEWED: TRW

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER



PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA



SHEET
3 OF 3

JOB NUMBER
20-2797

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921

SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)

Date of Application: 4/13/21

Deadline for 120 day Response from Date of Application: 8/13/21

PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

- Is the property within the Urban Growth Area boundary? Yes ☒ No ☐
- Does the property have a prior commitment to serve water? Yes ☐ No ☐
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ☐ No ☐

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No

PROPERTY OWNER: (Please Print)

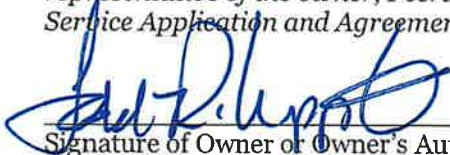
Name: Dr. Marcus Delwood
Address: 47 E. High Drive
Spokane, WA Zip 99203
Daytime Phone: 509.893.2617
Email Address: afuller@whipplece.com

For and on behalf of:
Patrick M. Chastain
P.O. Box 19508
Spokane, WA, 99219

pr [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

trw [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.



Signature of Owner or Owner's Authorized Representative

4/13/21

Date

Todd R. Whipplece Eng/Agnt

Printed Name

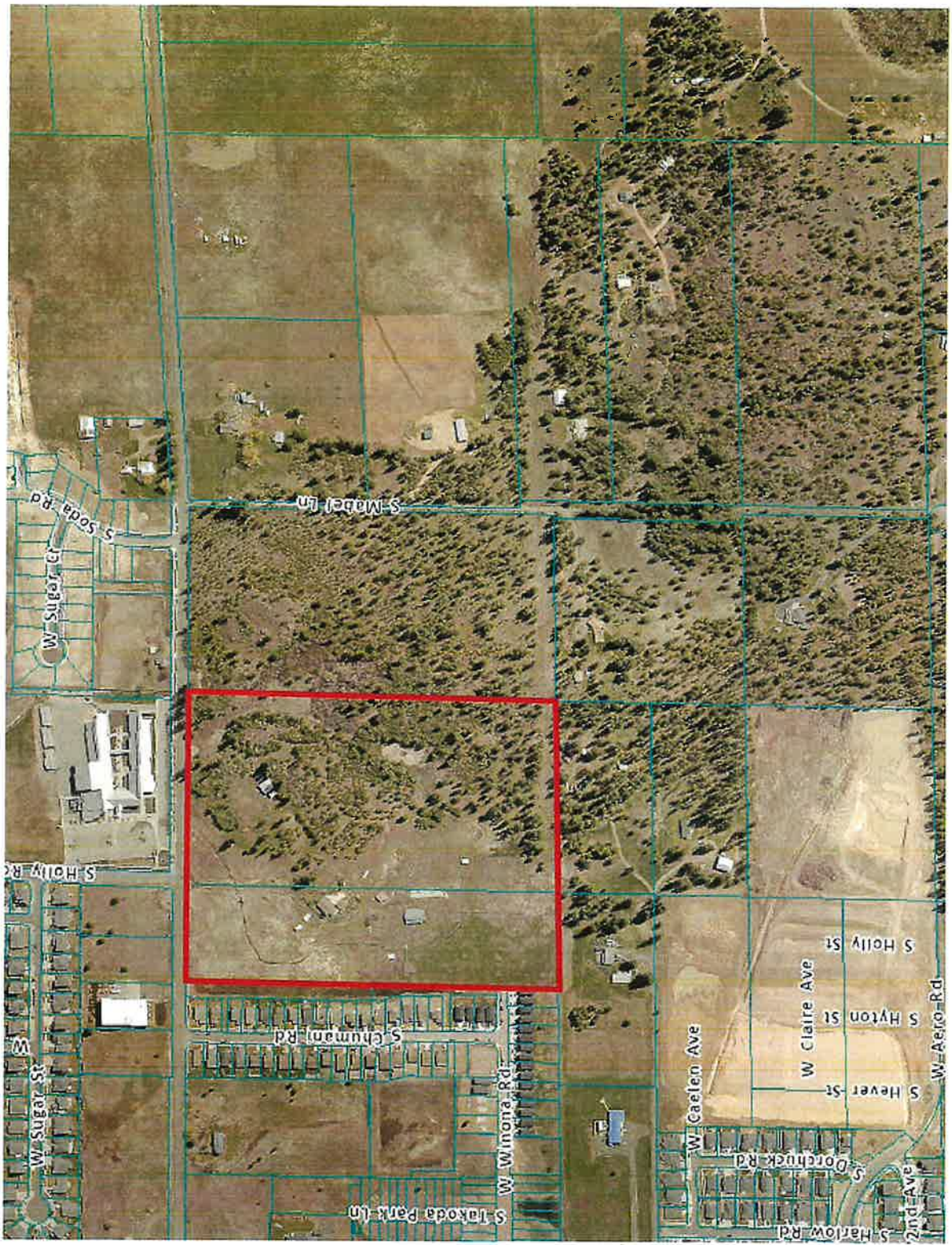
Relationship to Owner

509-893-2617

Phone Contact #

toddw@whipplece.com

e-mail Address



Legal descriptions courtesy of Spokane County SCOUT

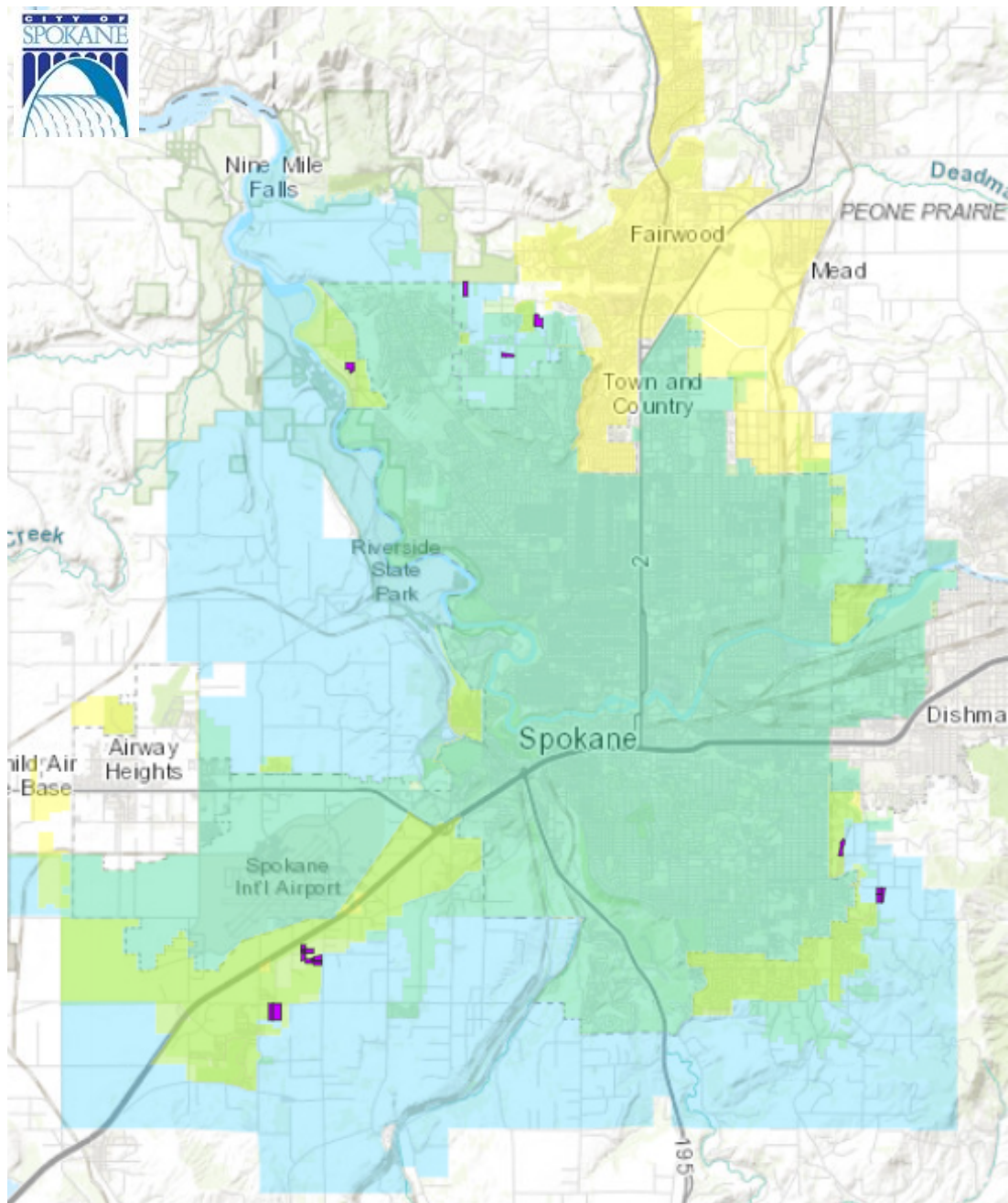
Parcel Number 24082.9063

08-24-42 E1/2 OF E1/2 OF NW1/4 OF NW1/4 EXC CO RD

Parcel Number 24082.906387

08-24-42 ~~E~~W1/2 OF ~~N~~E1/~~2~~4 OF NW1/4 ~~OF NW1/4~~ EXC ~~CO~~ RD

2021 Water Retail Service Applications



MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: September 22, 2021

TO: Steve Burns P.E., Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the DeWood Application for Retail Service Area Amendment, Parcels #24082.9063 and #24082.9087

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated April 13, 2021, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 9.77 acres and 19.54 acres respectively for a total area of 29.31 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

Duty to Serve Requirement: (WSP Section 1.9)

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

1. Capacity:

Requirement: The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: Water mains capable of providing water service to the proposed subject project area are located adjacent to the subject parcels. An 8" water main located to the east on Winona Drive and a 12" water main on Hallett Road along the northern boundary of the subject parcels could service the subject parcels. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of
Spokane

Planning Services
Department



Application to Expand the Retail Water Service Area

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Date of Application: 4/13/21

Deadline for 120 day Response from Date of Application: 8/13/21

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- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

PROPERTY INFORMATION: By City of Spokane Staff

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- Does the property have a prior commitment to serve water? Yes ☐ No ☐
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?
Yes ☐ No ☐

LEGAL DESCRIPTION: By Applicant

Lot _____ Block _____
Addition _____

Legal Attached: Yes/No

PROPERTY OWNER: (Please Print)

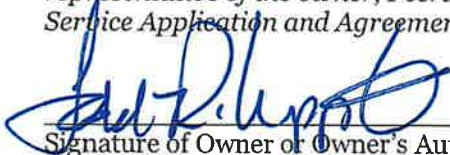
Name: Dr. Marcus Delwood
Address: 47 E. High Drive
Spokane, WA Zip 99203
Daytime Phone: 509.893.2617
Email Address: afuller@whipplece.com

For and on behalf of:
Patrick M. Chastain
P.O. Box 19508
Spokane, WA, 99219

pr [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

trw [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.



Signature of Owner or Owner's Authorized Representative

4/13/21

Date

Todd R. Whipplece Eng/Agnt

Printed Name

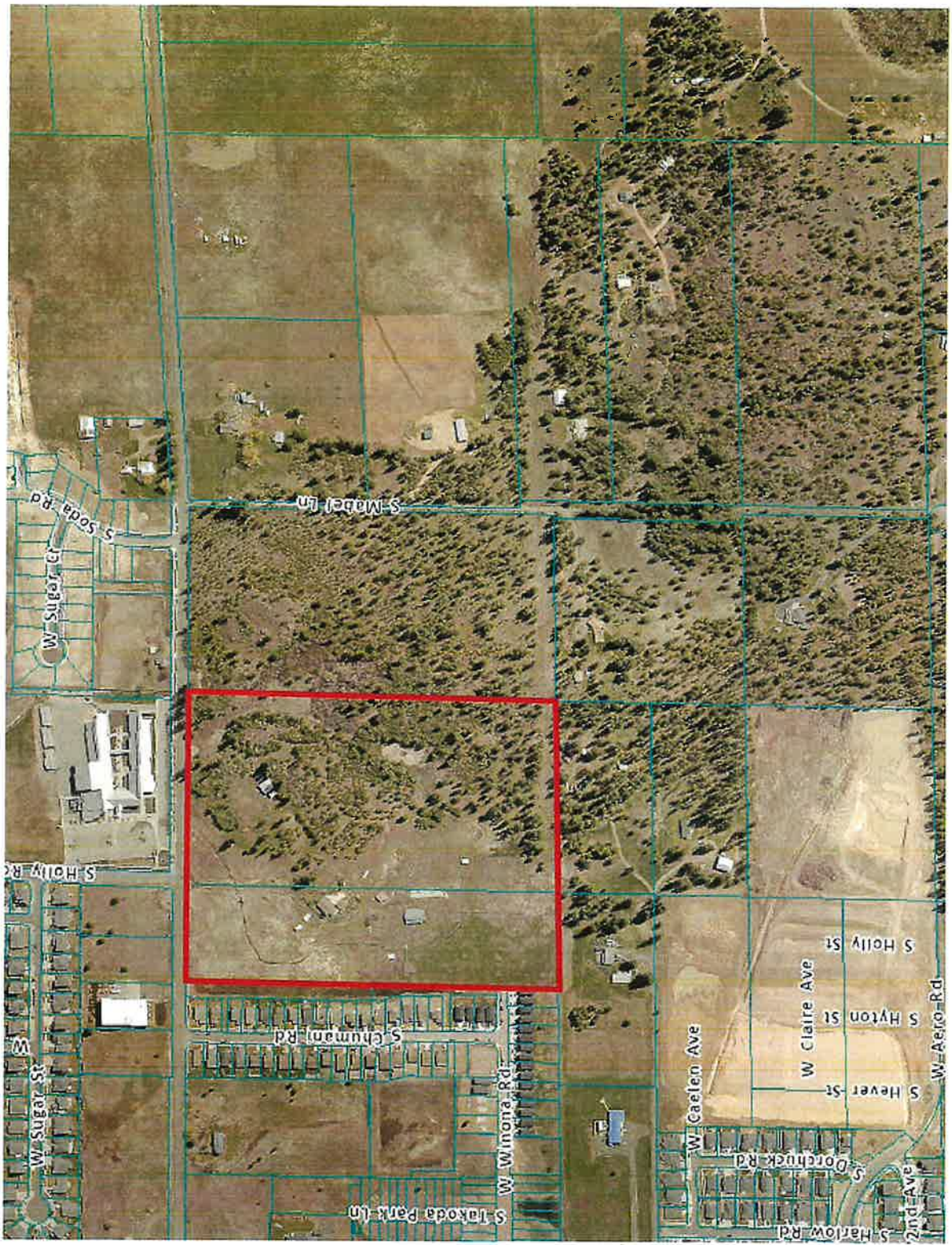
Relationship to Owner

509-893-2617

Phone Contact #

toddw@whipplece.com

e-mail Address



Legal descriptions courtesy of Spokane County SCOUT

Parcel Number 24082.9063

08-24-42 E1/2 OF E1/2 OF NW1/4 OF NW1/4 EXC CO RD

Parcel Number 24082.906387

08-24-42 ~~E~~W1/2 OF ~~N~~E1/24 OF NW1/4 ~~OF NW1/4~~ EXC ~~CO~~ RD

NW 1/4, SEC. 08, T.24N., R.42E., W.M.

PRELIMINARY LONG PLAT BRAEMAR GLEN ESTATES

LOCATION IN A PORTION OF THE
NE 1/4, NW1/4 SEC. 8, T24N, R42E, W.M.
SPOKANE COUNTY, WASHINGTON

SHEET INDEX

SHEET 1 PRELIMINARY LONG PLAT
SHEET 2 NORTH HALF
SHEET 3 SOUTH HALF

LEGAL DESCRIPTION

PARCEL # 24082.9063
08-24-42 E1/2 OF E1/2 OF NW1/4 OF NW1/4 EXC CO RD
PARCEL # 24082.9087
08-24-42, THE W 1/2 OF THE NE 1/4 OF THE NW 1/4 EXC RD.
LEGAL DESCRIPTIONS PER SPOKANE COUNTY SCOUT

SOILS DESCRIPTION

1021	COCOLALLA-HARDESTY COMPLEX, 0 TO 3 PERCENT SLOPES
3015	SEABOLDT ASHY LOAM, DRY, 0 TO 8 PERCENT SLOPES
3040	CHENEY-ALECANYON COMPLEX, 0 TO 8 PERCENT SLOPES
5070	LENZ-SPOKANE COMPLEX, 3 TO 15 PERCENT SLOPES
5072	LENZ-ROCK OUTCROP COMPLEX, 3 TO 15 PERCENT SLOPES
5310	KRAMERHILL ASHY LOAM, 3 TO 15 PERCENT SLOPES

DRAINAGE NOTES

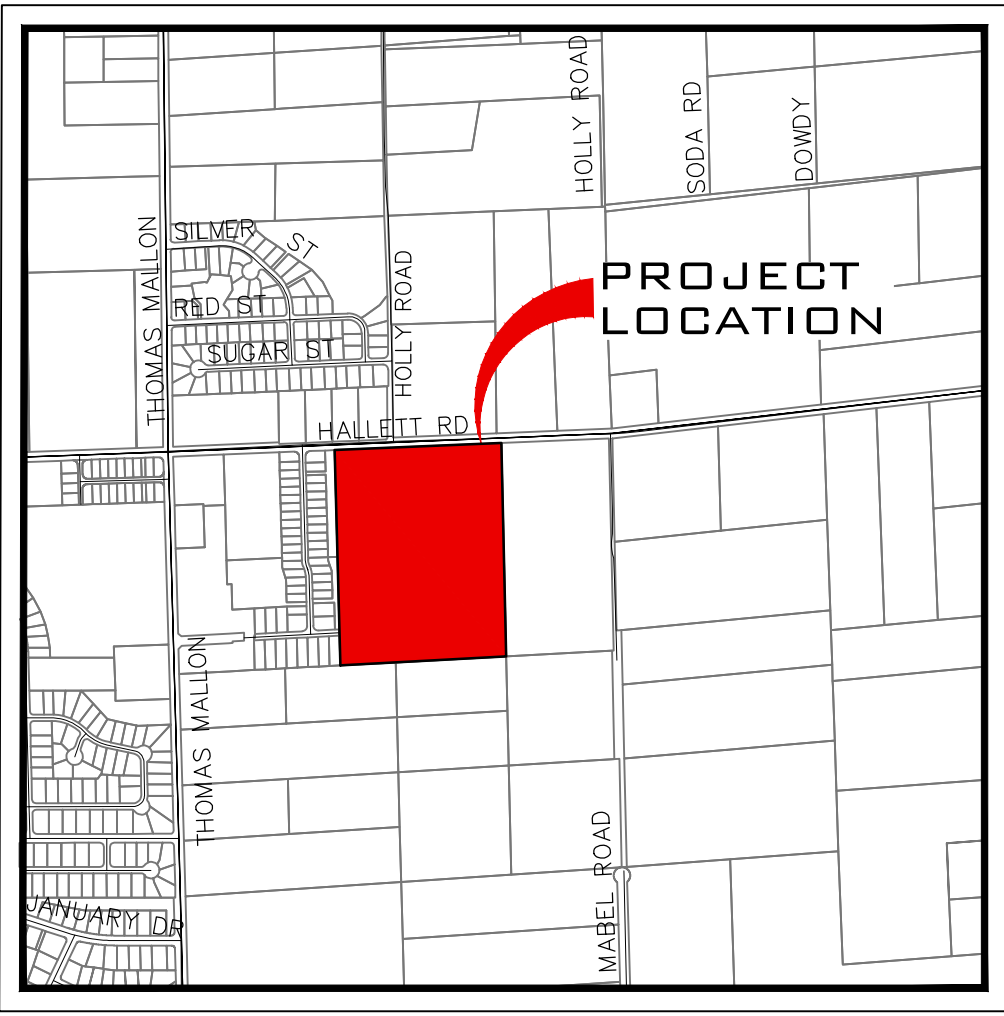
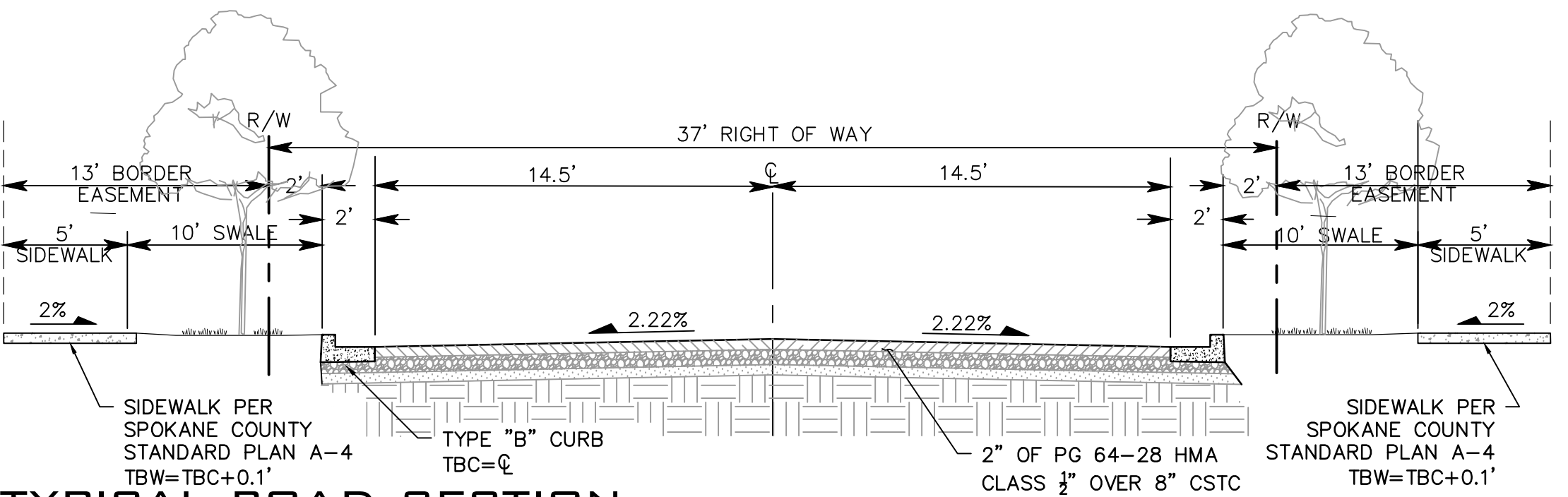
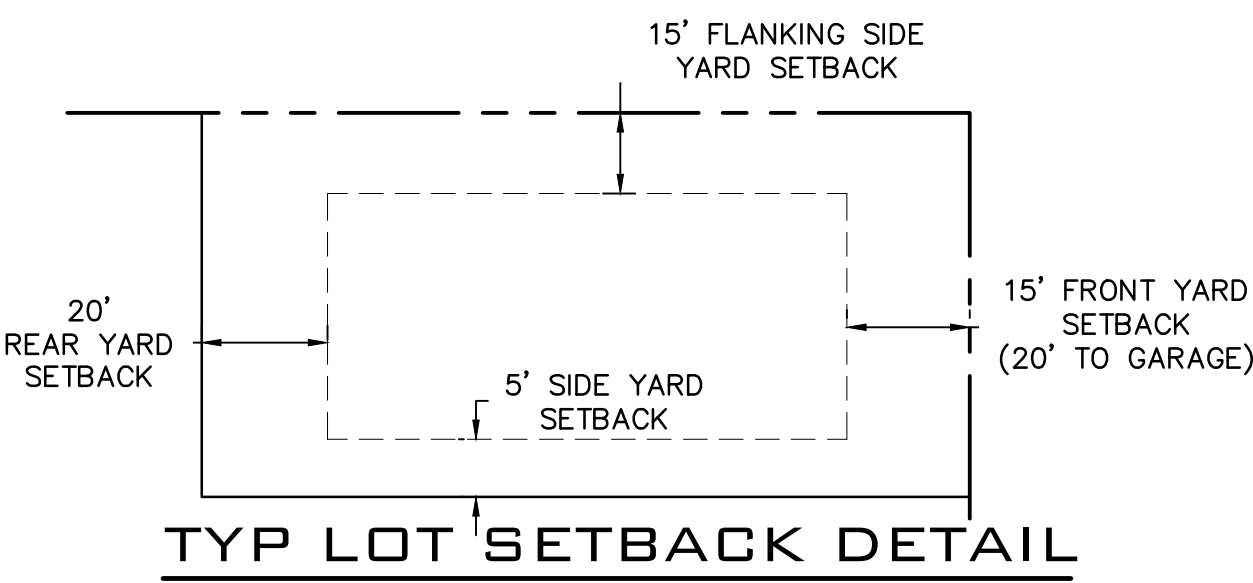
1. DRAINAGE WILL BE PONDS

CRITICAL AREAS

1. WETLANDS - DELINEATED BY WETLAND BIOLOGIST
2. ERODIBLE SOIL

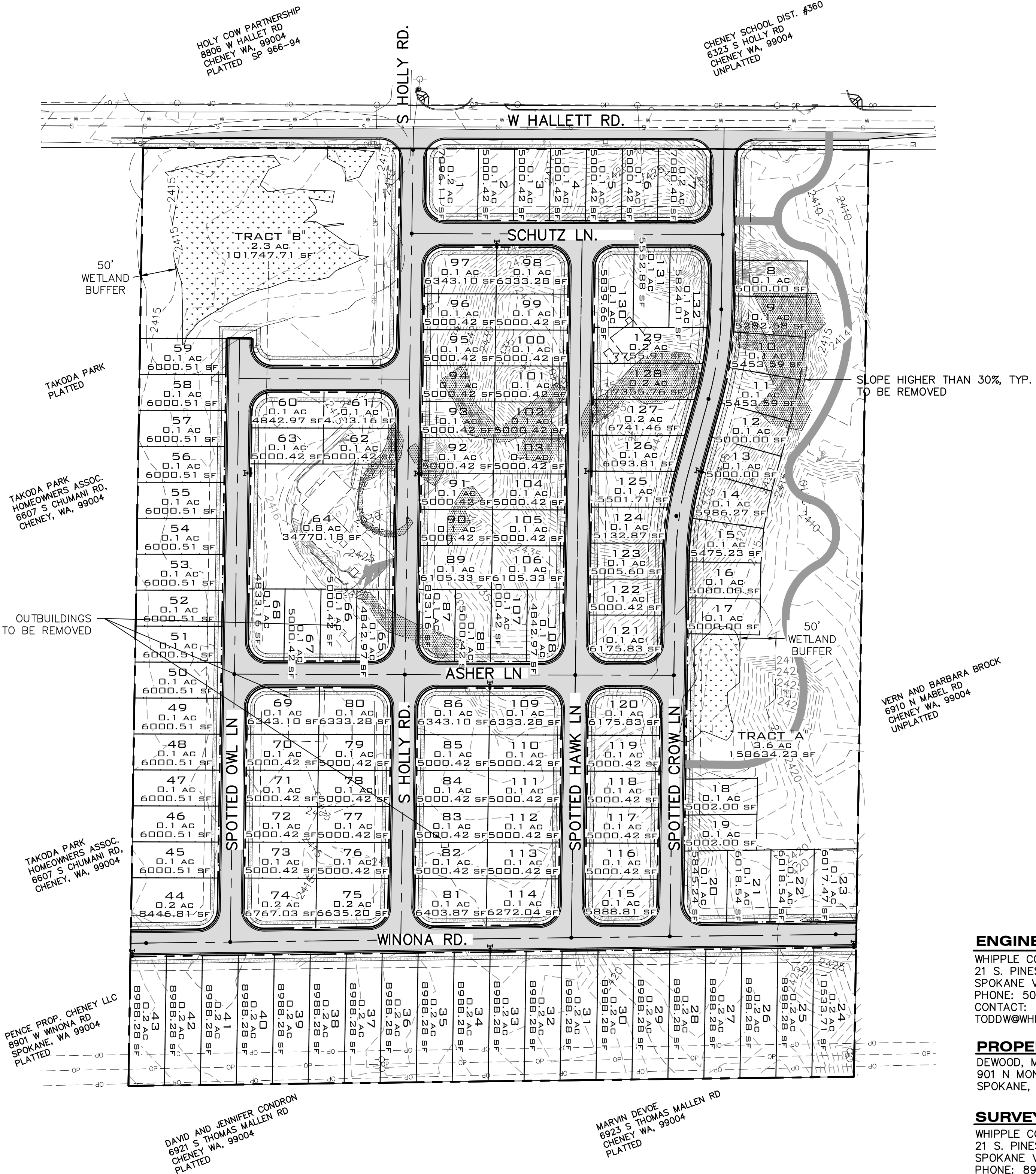
LEGEND

30% SLOPES OR MORE
ERODIBLE SOILS (SHT 2&3)
WETLAND
10' TRAIL



VICINITY MAP
NOT TO SCALE

SITE DATA	
PARCEL NUMBER	24082.9063, 24082.9087
ZONING	LDR
DENSITY [MIN] [MAX]	1 8
ALLOWED DENSITY	30 240
	SF AC
PROJECT AREA	1,308,061.50 30.03
NUMBER OF LOTS	132
NUMBER OF TRACTS	2
AREA OF LOTS	819,664.08 18.82
AREA OF TRACTS	260,381.94 5.98
AREA OF RIGHT OF WAY	228,015.48 5.23
MIN LOT AREA	4,833.16 0.11
MAX LOT AREA	34,770.18 0.80
FIRE DEPARTMENT	FIRE DISTRICT 3
DOMESTIC WATER	CITY OF SPOKANE
SANITARY SEWER	CITY OF SPOKANE



ENGINEER

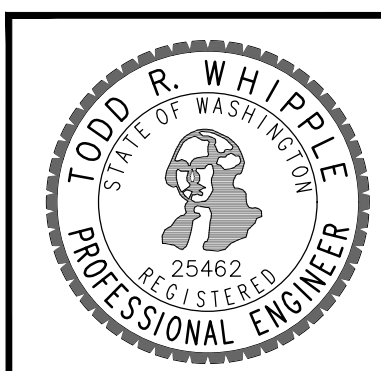
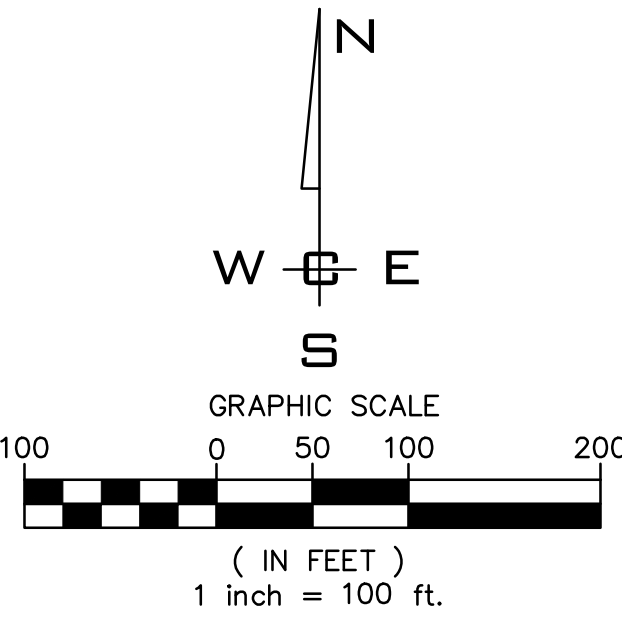
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
CONTACT: TODD WHIPPLE, P.E.
TODD@WHIPPLECE.COM

PROPERTY OWNER

DEWOOD, M.
901 N MONROE ST STE 250,
SPOKANE, WA, 99201

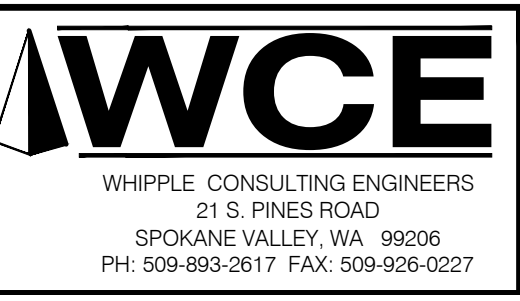
SURVEYOR

WHIPPLE CONSULTING ENGINEERS 21
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 893-2617
CONTACT: DAVID A. COWELL, P.L.S.



NO.	DATE	BY	REVISIONS

SCALE:	PROJ #:	20-2797
HORIZONTAL:	DATE:	05/06/21
1"=100'	DRAWN:	BNG
VERTICAL:	REVIEWED:	TRW
N/A		

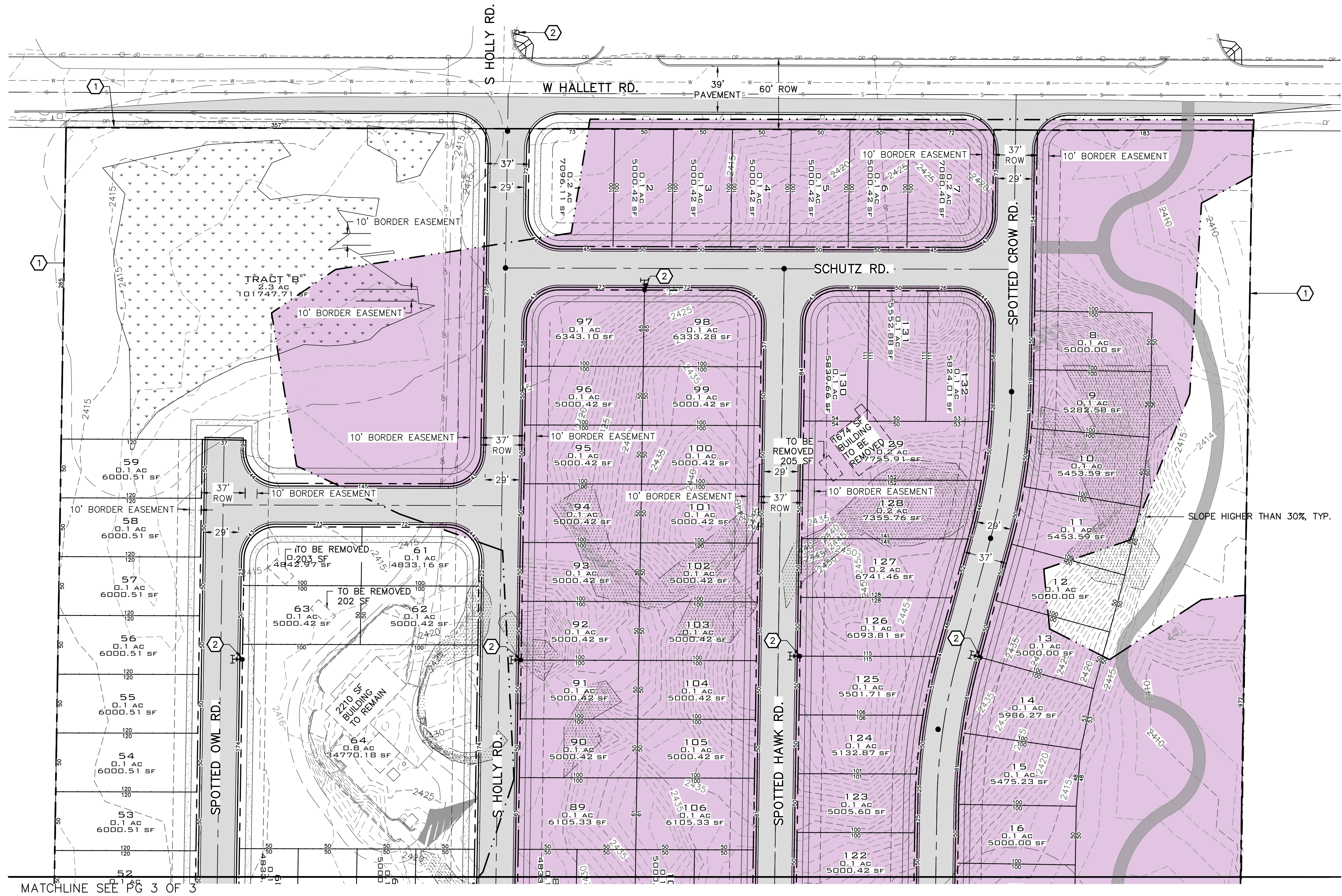


**PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA**

SHEET 1 OF 3
JOB NUMBER 20-2797

NW¼, SEC.08, T.24N., R.42E., W.M.

NORTH HALF OF SITE

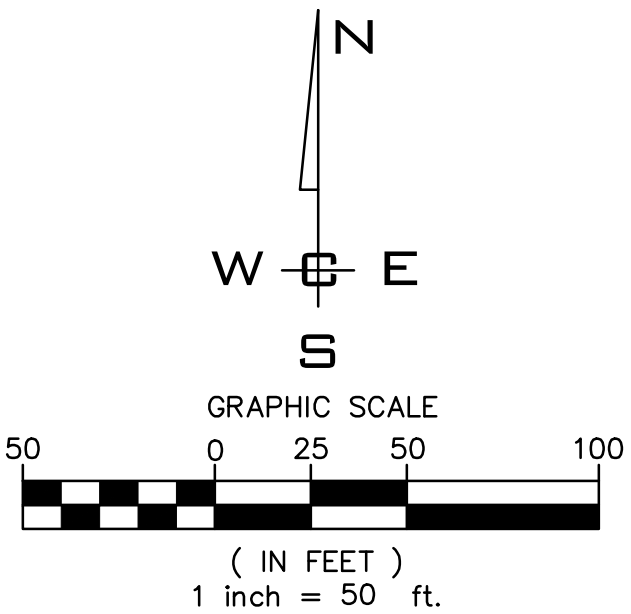


NOTES:

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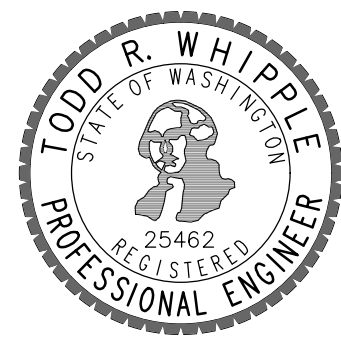
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LANDSCAPE	
OTHER	

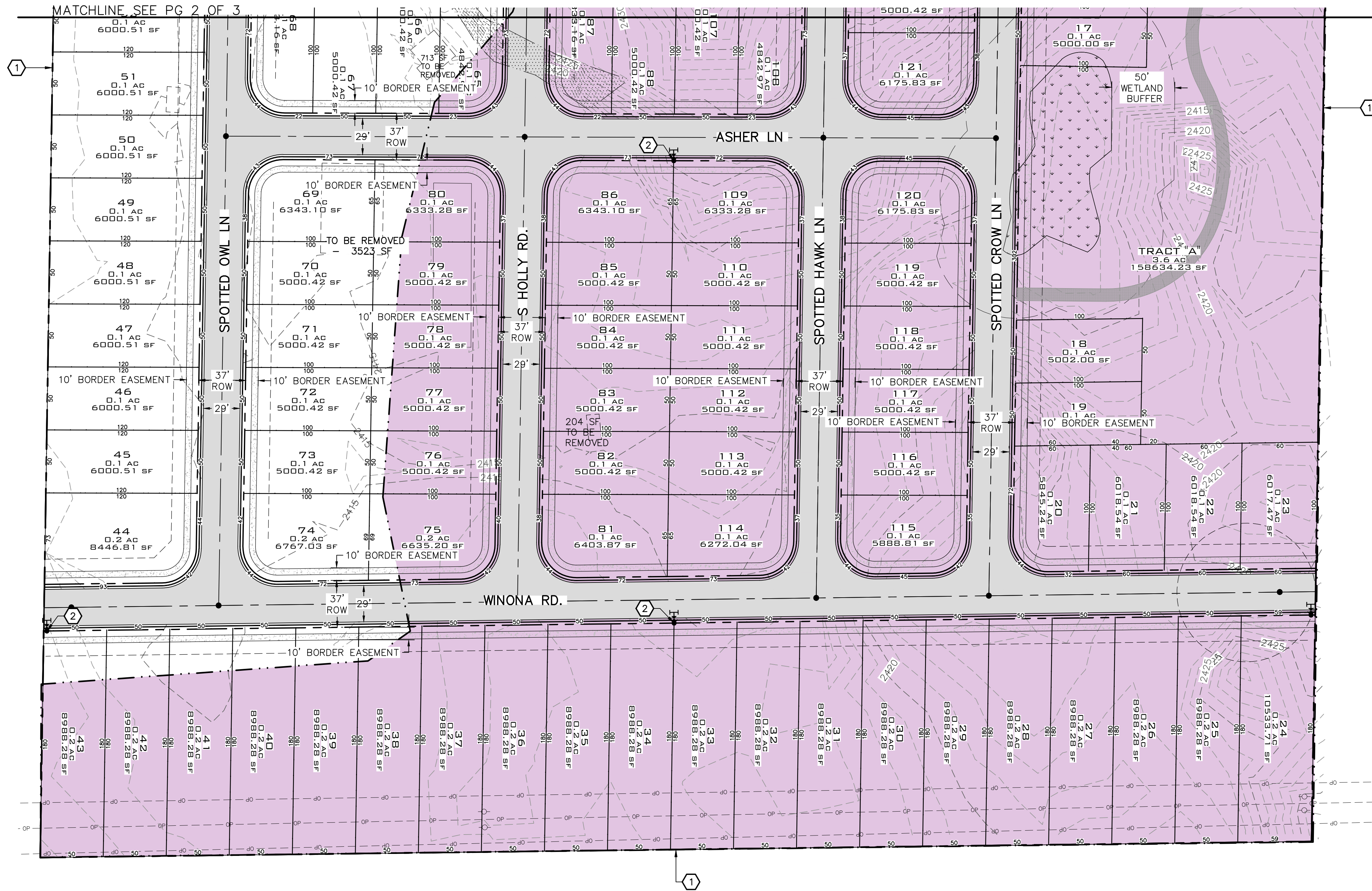


PRELIMINARY LONG PLAT
BRAEMAR GLEN ESTATES
8815 W HALLETT ROAD
SPOKANE COUNTY, WA



SHEET
2 OF 3
JOB NUMBER
20-2797

SOUTH HALF OF SITE

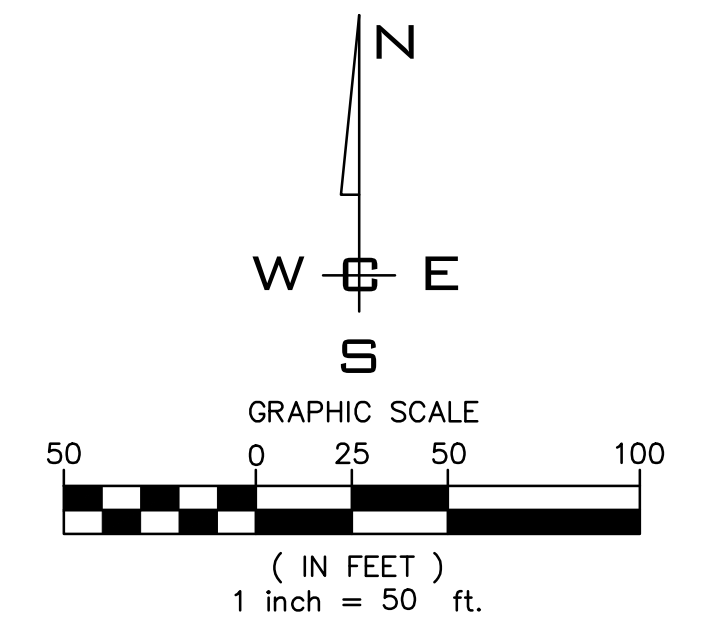


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PRELIMINARY LONG PLAT
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SHEET
3 OF 3

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20-2797

MEMORANDUM

CITY OF SPOKANE WATER DEPARTMENT

DATE: September 22, 2021

TO: Steve Burns P.E., Director – Water Department

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the DeWood Application for Retail Service Area Amendment, Parcels #24082.9063 and #24082.9087

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1. Capacity:

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Analysis: The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

2. Consistency:

Requirement: All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

Analysis: The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

3. Water Rights:

Requirement: Available water rights must be sufficient to provide for all new service requested.

Analysis: Water Rights are sufficient to provide for the requested service.

4. Timely and Reasonable:

Requirement: The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

Analysis: Water mains capable of providing water service to the proposed subject project area are located adjacent to the subject parcels. An 8" water main located to the east on Winona Drive and a 12" water main on Hallett Road along the northern boundary of the subject parcels could service the subject parcels. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

Additional Considerations:

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

Water Service Areas:

Inside City Boundaries	Outside City boundaries – Inside Retail Water Service Area	Outside Retail Water Service Area	Outside Water Service Area Wholesale Water Service Agreements
Duty To Serve	<p>Duty To Serve inside water service area – subject to limitations:</p> <ol style="list-style-type: none"> 1. Water is available in timely and reasonable manner as determined by City Utility 2. Sufficient water rights available to provide water service 3. Sufficient capacity to serve in safe and reliable manner 4. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances 5. Annexation covenant must be signed 6. Written contract with cost allocation, indemnity, applicable liabilities 7. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer 	<p>No Duty To Serve outside Retail Water Service Area unless:</p> <ol style="list-style-type: none"> 1. City Council approves amendment of RSA 2. Requires DOH approval <p>Can serve after amendment:</p> <ol style="list-style-type: none"> 3. Water is available in timely and reasonable manner 4. Sufficient water rights available to provide water service 5. Sufficient capacity to serve in safe and reliable manner 6. Consistent with requirements of local plans and regulations and the City's utility service extension ordinances including Water System Plan and service area boundaries 7. Annexation covenant must be signed 8. Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities 9. Extension of service is necessary to protect basic health/safety/environment 	<p>No Duty to Serve</p> <p>Wholesale / water supply agreement or interlocal agreement subject to City Council approval.</p> <p>Sufficient water rights to provide water service</p> <p>Sufficient capacity to serve in safe and reliable manner</p> <p>Consistent with requirements of local plans and regulations and the City's utility service extension ordinances and Water System Plan</p> <p>Subject to approval by the Department of Health</p> <p>AND</p> <p>May Require an amendment to the Water System Plan</p>

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

11/15/2021

Date Rec'd

10/28/2021

Clerk's File #

RES 2021-0097

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

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 - 0650 BEACON HILL DEVELOPMENT AGREEMENT

Agenda Wording

Resolution approving a development agreement between the City and Beacon Hill Spokane INC

Summary (Background)

On December 14, 2005 the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of certain property into 35 lots for multi-family development. The property is located east of Havana Street and North of Longfellow Ave, formerly known as "the Camel Farm". The project is known as Vistas at Beacon Hill and the preliminary approval was granted a one-year time extension, extending expiration of the preliminary...

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

PIES 10/25/21

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Michael Cathcart

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

kbecker@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mcathcart@spokanecity.org

Additional Approvals

ebrown@spokanecity.org

Purchasing

dscadmin@spokanecity.org

jrichman@spokanecity.org

RESOLUTION NO. 2021-0097

A RESOLUTION APPROVING AN EXTENSION OF A DEVELOPMENT AGREEMENT REGARDING THE PRELIMINARY PLAT AND PLANNED UNIT DEVELOPMENT REFERRED TO AS THE VISTAS AT BEACON HILL

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional five-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

H. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

I. Pursuant to RCW 36.70B.200, the City held a public hearing with respect to consideration and approval of this Extension of the Development Agreement.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached 1st Amendment of Development Agreement are hereby adopted as the Council's findings in support of this Resolution.

2. The 1st Amendment of Development Agreement, which provides for an additional 5-year extension of the preliminary approval, is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____,
20____.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit 1

Development Agreement

When recorded return to:
City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

1st AMENDMENT OF DEVELOPMENT AGREEMENT

This 1st Amendment of Development Agreement ("Agreement") is entered into this 12th day of October, 2021 (the "Effective Date") by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City"), Nationwide Capital Investments, LLC, a Washington limited liability company (as "Nationwide") and Howard Capital Group, LLC, a Washington limited liability company (as "Howard"). Nationwide and Howard are collectively referred to herein as the "Owners." The Owners and the City are collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional five-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

H. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

TERMS

1. Development Agreement: The Development Agreement approved by the City Council pursuant to Resolution 2016-0101 is incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. Extension of Time: Unless terminated earlier as provided herein, the duration of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2026 (hereinafter, "Term"). Unless the Development Agreement is terminated earlier as provided therein, the expiration date (or the time by which the Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval) of the Project is extended until December 14, 2026. Provided, pursuant to RCW 36.70B.170, the city reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
3. Recordation of Agreement. The Owners shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.
5. Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding this Agreement, if appealed, or on December 14, 2026, whichever occurs first. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.

6. Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.

CITY OF SPOKANE, WASHINGTON

By: _____
Title: _____

Attest:

Approved as to form:

Clerk

Assistant City Attorney

NATIONWIDE CAPITAL INVESTMENTS, LLC

By: 

Its: Managing Member

HOWARD CAPITAL GROUP, LLC

By: 

Its: Managing member

STATE OF WASHINGTON

ss.

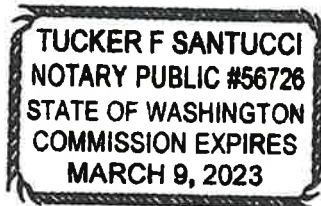
County of Spokane

I hereby certify that I know or have satisfactory evidence that, on this 12th day of October, 2021, Ryan Butth signed this instrument,
(Print name)

on oath state that (she/he/they) is/are authorized to execute the instrument as a Member of Howard Capital Group LLC
(Position/Title) (Name of entity)

and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Tucker F Santucci

Notary Public in and for the State of
Washington, residing at Spokane

My commission expires: March 9, 2023

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

DATED: _____

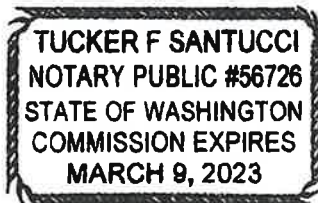
Notary Public in and for Washington State,
residing at _____

My appointment expires _____

STATE OF WASHINGTON :
 : ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this 12th day of October, 20 21, Ryan Butth signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a Member of Nationwide Capital Investments LLC
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Tucker F Santucci

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: March 9, 2023

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Developer Services
Subject:	Extension of a developer agreement regarding the preliminary plat and planned unit development referred to as The Vistas At Beacon Hill.
Date:	10/25/21
Contact (email & phone):	jsaywers@spokanecity.org
City Council Sponsor:	Cathcart
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	PIES
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 Initiative:	Innovative Infrastructure
Deadline:	December 14, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approved extension will grant an additional five-year extension of the Development Agreement to extend the time to file a final plat.
<p>A. <u>Background/History:</u> The Vistas at Beacon Hill Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the “Project” or “Preliminary Approval”). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016.</p> <p>On December 12, 2016 pursuant to resolution 2016-0101, the City Council approved a Developer Agreement extending the expiration of the preliminary approval until December 14, 2021</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <i>The Owners of the Vistas at Beacon Hill have requested an amendment to the existing Development Agreement granting an additional five-year extension of the Development Agreement in order to extend the time to file a final plat.</i> <i>The amendment of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2026.</i> <i>The Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval of the Project is extended until December 14, 2026.</i> 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



Agenda Sheet for City Council Meeting of:
11/08/2021

Date Rec'd	10/27/2021
Clerk's File #	ORD C36132
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI KINNEAR 625-6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - REDUCING FEES FOR CONSTRUCTION OF ACCESSORY DWELLING UNITS		

Agenda Wording

An ordinance reducing fees for construction of accessory dwelling units; amending sections 08.02.031, 08.02.066, 13.04.2042, and 13.03.0732 of the Spokane Municipal Code.

Summary (Background)

The City Council unanimously adopted a list of potential City-sponsored development incentives in order to promote housing development in areas of the community that allow for better health outcomes. Included in that list was a goal to adopt and implement permit fee reductions for ADUs constructed within ½ mile of a Center or Corridor. This ordinance would accomplish that targeted fee reduction.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 51,000

Select \$

Select \$

Select \$

Budget Account

various departments

#

#

#

Approvals

Dept Head MCCLATCHEY, BRIAN

Division Director

Finance WALLACE, TONYA

Legal PICCOLO, MIKE

For the Mayor ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other PIES Comm., 10/25/2021

Council Sponsor CM Kinnear

Distribution List

ORDINANCE NO. C36132

An ordinance reducing fees for construction of accessory dwelling units; amending sections 08.02.031, 08.02.066, 13.04.2042, and 13.03.0732 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council unanimously passed Resolution No. 2021-0065 on August 2nd 2021, establishing a list of City-sponsored development incentives in order to promote housing development in areas of the community that allow for better health outcomes; and

WHEREAS, included in the addendum of that resolution was a goal to adopt and implement permit fee reductions for ADUs constructed within ½ mile of a Center or Corridor.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.02.031 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.031 Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 – 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

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

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

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
 - a. all commercial building permits;
 - b. all industrial building permits;
 - c. all mixed use building permits; and
 - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
 - a. single-family residences; and
 - b. duplexes.
4. Plan review fees are twenty-five dollars for:
 - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
 - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.

6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

D. Demolition

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
3. The processing fee is twenty-five dollars.
4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

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

F. Grading.

1. Grading permit fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

100 or less

28.00

101 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.00 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

50 or less

None

51 – 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.00 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).

4. The processing fee is twenty-five dollars.

G. Sign Permits.

1. Sign permit fees are:

- a. thirty dollars for each wall sign, projecting sign and incidental sign; or
- b. seventy-five dollars for each pole sign, including billboards and off-premises signs.

2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.

3. The planning services review fee is fifty dollars for all signs.

4. The processing fee is twenty-five dollars.

H. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.

2. A foundation or basement requires a separate building permit.

3. Decks, carports and garages require a separate building permit.

4. The development services review fee is fifty dollars.

5. The processing fee is twenty-five dollars.

I. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

J. Temporary Structures.

Permit fees for temporary structures are:

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

K. Relocation.

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

L. Early Start and Fast Track Approval.

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

M. Certificate of Occupancy.

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

N. Swimming Pools.

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

O. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

P. Reinspections.

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

Q. Inspections Outside Normal Inspector Working Hours.

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

R. Work Done Without a Permit/Investigation Fees.

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

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

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

S. Safety Inspections.

The fees for safety inspections are:

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

7. Electrical Service Reconnect - Commercial - Fifty dollars

8. Processing fee: Twenty-five dollars.

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

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

U. Expired Permits Over Six Months.

1. Building Permits.

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

2. Plumbing Permits.

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

3. Mechanical Permits.

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

4. Electrical Permit.

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

V. Processing Fee.

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

W. Temporary Accessory Dwelling Unit (ADU) Fee Waivers.

1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 08.02.031 associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.
2. The fee waiver described in this subsection 08.02.031(W) shall expire at 5:00 p.m. on December 31, 2024.

Section 2. That section 08.02.066 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.

- C. Type II application: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- E. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- F. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- G. Planned unit development bonus density or final planned unit development:
 - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
 - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- H. Any temporary use permit: Six hundred seventy-five dollars.
- I. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- J. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- K. Accessory dwelling unit permit: Six hundred fifty-five dollars.
 - 1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses regarding accessory dwelling unit (ADU) applications by waiving the permit fees for the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.
- L. Accessory dwelling unit permit (Type II): One thousand dollars.
 - 1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses regarding accessory dwelling unit (ADU) applications by waiving the permit fee associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.
 - 2. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.

- P. Short Term Rental Permit – Type A: One hundred fifty dollars. The annual renewal for a Type A permit is one hundred dollars.
- Q. Short Term Rental Permit – Type B: Four thousand five hundred ninety dollars. The annual renewal for a Type B permit is one hundred dollars.

Section 3. That section 13.04.2042 of the Spokane Municipal Code is amended to read as follows:

Section 13.04.2042 Water General Facilities Charge – Schedule of Charges

A. Findings – General Facilities Charge (GFC).

The City Council finds:

1. under the previous system providing for collection of latecomer connection charges under chapter 35.91 RCW or special connection charges under RCW 35.92.025, customers happening to connect in certain areas must pay extra costs, although the primary benefit of access to the public water system is the same to a new customer, whether the customer is within or outside an area subject to such special connection charges. Additionally, upgraded customers moving from a smaller to a larger connection capacity gain additional system benefits, but may otherwise escape paying a special connection or latecomer charge, once having connected and paid an initial connection charge based on a smaller size connection.
2. undue administrative burdens and costs are created in administering various connection and latecomer charges, each of which may have differing trigger dates and which may also have differing limits in terms of allowable interest accruing on such payments as well as the period or periods such charges may be collected.
3. there is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer ratebase and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers.
4. it is in the public interest to provide for a more uniform rate structure and to replace individual area connection or latecomer fees with a single GFC rate, except only as may be distinguished by the size of connection or connection upgrade, as provided hereafter.
5. it is further in the public interest that those adding additional costs or burdens to the City water system by creating need and demand for new system growth and infill needs in the City water system should pay a GFC therefore. Such customers should be treated and classified in common with

customers formerly also subject to a special connection or latecomer connection charge, so that only one uniform GFC should be paid by all customers with new or upgraded utility service.

B. Findings; Central Incentives Area.

The City Council finds:

1. Washington State's growth management laws, including RCW 36.70A.110, encourage development first within existing urban areas before moving to other areas.
2. the City of Spokane's comprehensive plan and state growth management policies encourage the "infilling" of developed areas that still have some growth capacity. A consequence of not doing this is sprawling development out in long corridors or scattered areas, making the extension of needed urban services more expensive and less efficient for the public.
3. costs of encouraging development in more densely populated areas already served by existing utility lines is lower than extending new lines to more remote undeveloped areas. Existing utility lines are installed and designed to serve the full growth potential of an area, so it is an unwise use of resources to continue extending lines where some growth can still occur in developed areas.
4. the Central Incentives Area (CIA) established herein is in the category of a more densely populated area rather than a more remote, undeveloped area. The savings that City sewer and water utilities realize by encouraging development in the CIA, through not assessing a GFC to customers located there, is roughly proportional to the loss of the GFC revenues.
5. properties within the CIA are identified as generally of lower value investment than other areas served. The opportunity for new development in the CIA to recover acceptable investment value is of a more marginal, doubtful and unlikely character than customers connecting in areas outside the CIA. Adding a GFC charge to the class of customers in the CIA would make it significantly more difficult for further development or new connections in such areas. This result is contrary to public policy, growth management laws, and responsible utility system management for the overall benefit of the ratepayers. Encouraging development in the CIA will benefit the City sewer and water utilities by new customer revenues, which would otherwise be lost if a GFC were assessed because such development would be less likely to occur.
6. the CIA as an area substantially deficient in development and heavily populated with low income and fixed income, poor or elderly customers.

7. there is a reasonable basis to classify customers seeking connections to premises in an CIA not to be subject to GFC charge.

C. The boundaries of the CIA are:

On the west, the Spokane River;

On the south, a line running from Latah Creek to 9th Avenue, then east on 9th Avenue to Lincoln Street, then north on Lincoln Street to 5th

Avenue, then east on 5th Avenue to Sherman Street, then south on Sherman Street to 9th

Avenue, then east on 9th Avenue from Sherman Street to Havana Street;

On the east, a line running north on Havana Street from 9th Avenue to Francis Avenue, excluding Minnehaha Park and Esmerelda Golf Course;

On the north, a line running west along Francis Avenue from Havana to Division Street, then south on Division Street to Indiana Avenue, then west on Indiana Avenue to Monroe Street, then north on Monroe Street to Garland Avenue, then west on Garland Avenue to Ash Street, then south on Ash Street to Fairview Avenue, then west on Fairview Avenue to Cochran Street, then south on Cochran Street and T.J. Meenach Drive to the Spokane River; and

All land within the City Limits of the City of Spokane which is owned or controlled by, or which is subject to proprietary interest of, the Spokane Airport Board.

The Director of Public Works shall maintain a copy of the map of the CIA ([Attachment A to this ordinance](#)) for public inspection.

D. Charge for new service or new upgrades inside the CIA: No charge.

E. Service Outside CIA.

1. For new service or new upgrades of existing service to the City water system, a GFC is assessed as provided hereafter. The charge will be based upon the tap size required for the facility. If the size of a previous connection is upgraded to a larger connection, only the difference between the charges for the size of a connection, as shown at the time of connection, is charged.

TYPE	WATER TAP SIZE	GFC
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House*	NA	\$1,232
Duplex	NA	\$2,464
Multi-family**	2-inch or less	\$3,485
Multi-family	3-inch	\$6,402
Multi-family	4-inch	\$9,857
Multi-family	6-inch	\$18,108
Multi-family	8-inch	\$27,878
Multi-family	10-inch	\$38,961
Multi-family	12-inch	\$51,216
Commercial	1-inch or less	\$1,232
Commercial	2-inch	\$3,485
Commercial	3-inch	\$6,402
Commercial	4-inch	\$9,857
Commercial	6-inch	\$18,108
Commercial	8-inch	\$27,878
Commercial	10-inch	\$38,961
Commercial	12-inch	\$51,216
* In a PUD, each house is charged individually the rate listed for "house."		
** Multi-family represents three or more living units.		

2. The water GFC is intended to supersede all prior special connection capital charges assessed to defray an equitable share of the cost of the City water system, except for such charges the City may be bound to continue pursuant to chapter 35.91 RCW (developer latecomer charges), or which the City remains legally bound to collect.
 - a. Except for such charges, it is the intent of the City Council to supersede all previous special connection capital charges of any form or nature, replacing all such charges with a single water GFC for any new connections or connection or service demand upgrades to the City water system at any location served by said system.
 - b. The GFC is to be used to finance new system growth and infill needs created by new or upgraded customers. In the case of latecomer contracts entered into under chapter 35.91 RCW and the like, the GFC herein supersedes the amount to be collected from a party seeking connection.

- c. However, any GFC collected does not increase or decrease amounts the City may previously have contracted to reimburse to a third party at the time of allowing a connection, said parties to be paid by the City as provided under the preexisting contract.
- d. Hereafter, consistent with this ordinance, the Director of Public Works may make provision for reimbursement of third parties for facility construction costs, but hereafter, the amount of reimbursement per connection shall not exceed the GFC amount collected, which may change from year to year as the City may adjust the GFC.

3. Adjustments.

The charge for a water connection can be adjusted upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Director of Public Works.

- a. To be eligible for such adjustment, a party required to pay a water GFC must submit a written application to the Director of Public Works, together with any supporting materials and explanation.
 - b. The Director of Public Works must receive such materials no later than the time of connection of the subject premises.
 - c. No adjustment may exceed the amount of the water GFC applicable to the connection requested.
4. The water GFC applies, in addition to all other non-capital connection, permit or other fees required by this code or elsewhere. The charge is due and payable in full at or before the time of connection or as otherwise ordered by the Director of Public Works.
5. The Director of Public Works may record appropriate notice with the county auditor concerning areas subject to the water GFC pursuant to the requirements of RCW 65.08.170 and RCW 65.08.180, as applicable, reserving the possibility of upgrade charges.

6. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this Section 13.04.2042(6) for the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site

containing the development. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.

Section 4. That section 13.03.0732 of the Spokane Municipal Code is amended to read as follows:

Section 13.03.0732 Wastewater General Facilities Charge (GFC) – Schedule of Charges

A. Findings – General Facilities Charge.

The City Council finds:

1. under the previous system providing for collection of latecomer connection charges under chapter 35.91 RCW or special connection charges under RCW 35.92.025, customers happening to connect in certain areas must pay extra costs, although the primary benefit of access to the public sewer system is the same to a new customer, whether the customer is within or outside an area subject to such special connection charges.
 - a. Additionally, upgraded customers moving from a smaller to a larger connection capacity gain additional system benefits, but may otherwise escape paying a special connection or latecomer charge, once having connected and paid an initial connection charge based on a smaller size connection;
2. undue administrative burdens and costs are created in administering various connection and latecomer charges, each of which may have differing effective dates and which may also have differing limits in terms of allowable interest accruing on such payments as well as the period or periods such charges may be collected;
3. there is a system-wide benefit, served by a uniform, adjustable GFC, in encouraging system growth through infilling certain unserved areas and considering that expanding the overall customer rate base and customer densities will reduce fixed costs which must otherwise be spread over all classes of ratepayers;
4. it is in the public interest to provide for a more uniform rate structure and to replace individual area connection or latecomer fees with a single GFC rate, except only as may be distinguished by the size of connection or connection upgrade, as provided hereafter;
5. it is further in the public interest that those adding additional costs or burdens to the City sewer system by creating need and demand for new system growth and infill needs in the City sewer system should pay a GFC therefor. Such customers should be treated and classified in common with customers formerly also subject to a special connection or latecomer connection charge, so that only one uniform GFC should be paid by all customers with new or upgraded utility service.

B. Findings – Central Incentives Area (CIA).

The City Council finds:

1. Washington State's growth management laws, including RCW 36.70A.110, encourage development first within existing urban areas before moving to other areas.
2. the City of Spokane's comprehensive plan and state growth management policies encourage the "infilling" of developed areas that still have some growth capacity. A consequence of not doing this is sprawling development out in long corridors or scattered areas, making the extension of needed urban services more expensive and less efficient for the public;
3. costs of encouraging development in more densely populated areas already served by existing utility lines is lower than extending new lines to more remote undeveloped areas. Existing utility lines are installed and designed to serve the full growth potential of an area, so it is an unwise use of resources to continue extending lines where some growth can still occur in developed areas;
4. the CIA established herein is in the category of a more densely populated area rather than a more remote, undeveloped area. The savings that City sewer and water utilities realize by encouraging development in the CIA, through not assessing a GFC to customers located there, is roughly proportional to the loss of the GFC revenues;
5. properties within the CIA are identified as generally of lower value investment than other areas served. The opportunity for new development in the CIA to recover acceptable investment value is of a more marginal, doubtful and unlikely character than customers connecting in areas outside the CIA. Adding a GFC to the class of customers in the CIA would make it significantly more difficult for further development or new connections in such areas. This result is contrary to public policy, growth management laws and responsible utility system management for the overall benefit of the ratepayers. Encouraging development in the CIA will benefit the City sewer and water utilities by new customer revenues, which would otherwise be lost if a GFC were assessed because such development would be less likely to occur;
6. the CIA as an area substantially deficient in development and heavily populated with low income and fixed income, poor or elderly customers;
7. there is a reasonable basis to classify customers seeking connection to premises in an CIA not to be subject to a GFC.

C. Empowerment Zone The boundaries of the CIA are:

On the west, the Spokane River;

On the south, a line running from Latah Creek to 9th Avenue, then east on 9th Avenue to Lincoln Street, then north on Lincoln Street to 5th Avenue, then east on 5th Avenue to Sherman Street, then south on Sherman Street to 9th Avenue, then east on 9th Avenue from Sherman Street to Havana Street;

On the east, a line running north on Havana Street from 9th Avenue to Francis Avenue, excluding Minnehaha Park and Esmerelda Golf Course;

On the north, a line running west along Francis Avenue from Havana to Division Street, then south on Division Street to Indiana Avenue, then west on Indiana Avenue to Monroe Street, then north on Monroe Street to Garland Avenue, then west on Garland Avenue to Ash Street, then south on Ash Street to Fairview Avenue, then west on Fairview Avenue to Cochran Street, then south on Cochran Street and T.J. Meenach Drive to the Spokane River; and

All land within the City Limits of the City of Spokane which is owned or controlled by, or subject to a proprietary interest of, the Spokane Airport Board.

The Director of Public Works shall maintain a copy of the map of the CIA ([Attachment A to this ordinance](#)) for public inspection.

D. Charge for new service or new upgrades inside the CIA: No charge.

E. Service Outside the CIA.

1. For new service or new upgrades to existing service from the City sewer system, a wastewater GFC is assessed as provided hereafter. The charge will be based on the water tap size that would otherwise be required for the facility without fire flow and/or irrigation flow.
 - a. Upgrades are charged at the current difference between the old and new connection size charges.

TYPE	WATER TAP SIZE	CHARGE
House*	NA	\$2,400
Duplex	NA	\$4,800
Multi-family**	2 inches or less	\$6,767
Multi-family	3 inches	\$12,468
Multi-family	4 inches	\$19,194
Multi-family	6 inches	\$35,265
Multi-family	8 inches	\$54,299
Multi-family	10 inches	\$75,876
Multi-family	12 inches	\$99,753
Commercial	1 inch or less	\$2,400
Commercial	2 inches	\$6,787
Commercial	3 inches	\$12,468
Commercial	4 inches	\$19,194
Commercial	6 inches	\$35,265
Commercial	8 inches	\$54,299
Commercial	10 inches	\$75,876
Commercial	12 inches	\$99,753

* In a PUD, each house is charged individually the rate listed for "House".

** Multi-family represents three or more living units.

2. The wastewater GFC is intended to supersede all prior special connection capital charges assessed to defray an equitable share of the cost of the City sewer system, except for such charges the City may be bound to continue pursuant to chapter 35.91 RCW (Developer Latecomer Charges) or which the City otherwise remains legally bound to collect.
 - a. Except for such charges, it is the intent of the City Council to supersede all previous special connection capital charges of any form or nature, replacing all such charges with a single wastewater GFC for any new connections or connection or service demand upgrades to the City sewer system at any location served by said system.
 - b. The GFC is to be used to finance new system growth and infill needs created by new or upgraded customers.
 - c. In the case of latecomer contracts entered into under chapter 35.91 RCW and the like, the GFC herein supersedes the amount to be collected from a party seeking connection. However, any GFC collected does not increase or decrease amounts the City may previously have contracted to reimburse to a third party at the time of allowing a connection, said parties to be paid by the City as provided under the pre-existing contract.
 - d. Hereinafter consistent with this ordinance, the Director of Public Works may make provision for reimbursement of third parties for facility construction costs, but hereafter, the amount of reimbursement per connection shall not exceed the GFC amount collected, which may change from year to year as the City Council may adjust the GFC.
3. Adjustments.

The charge for a wastewater connection can be adjusted for facilities with water tap sizes two inches and greater when the tap size also accounts for fire flow and/or irrigation flow upon a showing of prior payment of similar charges, or for other sound considerations of fairness, as determined by the Wastewater Management Director.

 - a. To be eligible for such adjustment, a party required to pay a wastewater GFC must submit a written application to the Wastewater Management Director, together with any supporting materials and explanation. The Wastewater Management Director must receive such materials at the time of application for connection of the subject premises.
 - b. No adjustment may exceed the amount of the GFC applicable to the connection requested.
4. The wastewater GFC applies in addition to all other non-capital connection, permit or other fees required by this code or elsewhere, to

parties seeking to connect premises who have not paid an equitable share of the cost of the City's sewer system as determined by the Wastewater Management Director.

- a. The charge is due and payable in full at the time of application for connection or as otherwise ordered by the Director of Public Works.
5. The Wastewater Management Director may record appropriate notice with the county auditor concerning areas subject to the wastewater GFC in accord with RCW 65.08.170 and RCW 65.08.180, as applicable.
6. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 13.04.2042 which are associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper (PIES Committee)

Division & Department:	City Council
Subject:	ADU Fee Waiver Ordinance
Date:	10/18/2021
Contact (email & phone):	Giacobbe Byrd (gbyrd@spokanecity.org) (509) 625-6715)
City Council Sponsor:	Council Member Kinnear
Executive Sponsor:	
Committee(s) Impacted:	Finance & Administration; Urban Experience; and PIES
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)	The Comprehensive Plan; Housing Action Plan; Resolution No. 2021-0065
Strategic Initiative:	Urban Experience; Innovative Infrastructure
Deadline:	10/25/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Incentivize development of Accessory Dwelling Units (ADU) within ½ mile of designated Centers and Corridors
<p>Background/History: On August 2nd 2021, the City Council unanimously passed Resolution No. 2021-0065, establishing a list of City-sponsored development incentives.</p> <p>Included in the addendum of that resolution was a goal to adopt and implement permit fee reductions for ADUs constructed within ½ mile of a Center or Corridor.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • <i>This ordinance amends sections 08.02.031, 08.02.066, 13.04.2042, and 13.03.0732 of the Spokane Municipal Code to temporarily waive (until December 31, 2024) certain fees associated with ADUs applications wherein development occurs within ½ mile of a designated Center or Corridor.</i> • <i>Council Member Kinnear's Office estimates that, assuming the average ADU project is valued between \$50,000 - \$100,000, an applicant could save:</i> <ul style="list-style-type: none"> ○ <i>Approximately \$872 in building permit fees;</i> ○ <i>Either \$655 or \$1,000 in zoning permit fees (depending on whether the project is a Type I or Type II permit);</i> ○ <i>Approximately \$1,000 in general facilities charge; and</i> ○ <i>Approximately 2,400 in wastewater general facilities charge.</i> • <i>This totals approximately \$5,100 per application in potential savings</i> • <i>Assuming the City receives 10 ADU applications per year, this ordinance could cost approximately \$51,000 annually across departments.</i> <ul style="list-style-type: none"> ○ <i>NOTE: This calculation does not consider the potential revenue generated from increases in property value resulting from ADU development.</i> 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p>	

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

Operations Impact:

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

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

Specify changes required: provides for temporary fee waivers for ADUs

Known challenges/barriers: administration of fee waivers

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

11/8/2021

Date Rec'd

10/27/2021

Clerk's File #

FIN 2021-0001

Renews #**Cross Ref #**

OPR 2021-0666

Submitting Dept

FINANCE, TREASURY & ADMIN

Contact Name/Phone

PAUL INGIOSI 509-625-6061

Project #**Contact E-Mail**

PINGIOSI@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Hearings

Requisition #**Agenda Item Name**

0410 - BUDGET HEARINGS

Agenda Wording

Hearings for review of the 2022 Proposed Budget beginning Monday, November 8, 2021 and continuing thereafter at the regular Council meetings through December 6, 2021.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the 2022 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 8, 2021, and are currently scheduled to continue each Monday through December 6, 2021. The City Council may continue the hearing day-to-day up to the 25th day prior to the beginning of the next fiscal year.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

INGIOSI, PAUL

Study Session\OtherFinance & Administration
Committee - 10/18/21**Division Director**

MURRAY, MICHELLE

Council Sponsor

Council President Beggs

Finance

MURRAY, MICHELLE

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For the Mayor

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Additional Approvals

jmiller@spokanecity.org

Purchasing
