

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the June 13, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of June 13, 2022:**

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2491 157 9910; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign up is open from 5:00-6:00 p.m. on Monday, June 13, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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 the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' 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 and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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 during the Council's legislative session: the consent agenda as a whole, 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 on issues that are not part of the current or advanced agendas during 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 or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 Director of Policy and Government Relations 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 2.15(A), with those exceptions stated in Rule 2.16(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 the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. 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.
  - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
  - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.<sup>1</sup>

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<sup>1</sup> <https://my.spokanecity.org/citycouncil/members/>



# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 13, 2022

### **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 JONATHAN BINGLE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER BETSY WILKERSON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER ZACK ZAPPONE**

**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*

## BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

### 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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- 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 or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

## **BRIEFING SESSION**

**(3:30 p.m.)**

**(Council Chambers Lower Level of City Hall)**

**(No Public Testimony Taken)**

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

**ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE ADVANCE AGENDA**

**CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)**

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## **EXECUTIVE SESSION**

**(Closed Session of Council)**

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

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## **LEGISLATIVE SESSION**

**(6:00 P.M.)**

**(Council Reconvenes in Council Chamber)**

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**COUNCIL AND COMMITTEE REPORTS**

**(Committee Reports for City Council Standing Committees and other Boards and Commissions)**

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED  
COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

**(Announcements Regarding Adjustments to the City Council Agenda)**

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

Steering Committee of the Sustainability Action  
Subcommittee of Council's PIES Committee: 17  
Appointments (14 voting, 3 non-voting)

### RECOMMENDATION

Approve CPR 2022-0026

## ADMINISTRATIVE REPORTS

# CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

1. 10-year Site Lease Acknowledgement Agreement with New Cingular Wireless (Spokane) for placement of cellular equipment at 7910 S. Thomas Mallen Road as a new location—\$414,720 Revenue. (Council Sponsor: Council Member Kinnear)  
**Dave Steele**  
Approve OPR 2000-0674
2. Water Reservoir Easement and Temporary Permit to Enter Easement with Spokane School District No. 81 for non-exclusive easement over a portion of Hamblen Elementary to build and maintain an additional high system tank. (Council Sponsor: Council Member Kinnear)  
**Marlene Feist**  
Approve OPR 2022-0428  
ENG 2017108
3. Low Bid of (to be determined at bid opening to be held on June 6, 2022) (City, ST) for the Sundance III Force Main Project—\$. An administrative reserve of \$, which is 10% of the contract price, will be set aside. (Council Sponsors: Council President Beggs and Council Member Kinnear)  
**Dan Buller**  
Approve OPR 2022-0429  
ENG 2020095
4. Contract Amendment with Etter, McMahon, Van Wert & Oreskovich, P.C. (Spokane) for Outside Counsel services in the legal matter of West Terrace Golf, LLC v. City of Spokane—increase of \$50,000. Total Contract Amount: \$425,000. (Council Sponsor: Council Member Wilkerson)  
**Elizabeth Schoedel**  
Approve OPR 2017-0501
5. Contract Amendments with outside counsel, Summit Law Group, who represents the City in the following  
Approve All

actions brought against the City and various state agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers:

- |  |                                    |               |
|--|------------------------------------|---------------|
| a. Travis J. Wise, et. al. v. Governor Jay Inslee, et. al.—<br>increase of \$60,000. Total contract amount:<br>\$185,000.  |                                    | OPR 2021-0707 |
| b. Michael Bacon, et. al. v. City of Spokane, et. al.—<br>increase of \$25,000. Total contract amount:<br>\$125,000.<br>(Council Sponsor: Council Member Cathcart)<br><b>Michael Ormsby</b>  |                                    | OPR 2021-0722 |
| 6. Multiple purchases from Core & Main (Spokane Valley, WA) of 1" copper for the Water Department to keep operations going—\$79,143.17 total.<br><b>Loren Searl</b>  | Approve                            | OPR 2022-0430 |
| 7. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &<br>Authorize<br>Payments | CPR 2022-0002 |
| 8. City Council Meeting Minutes: _____, 2022.  | Approve<br>All                     | CPR 2022-0013 |

#### ACTION ON CONSENT AGENDA

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- |            |  |
|------------|--|
| ORD C36220 | <b>Asset Management Capital Fund</b><br>1) Increase appropriation by \$1,700,000.<br>A) \$850,000 of the increased appropriation is transferred from the Asset Management Capital to the Asset Management Fire Capital Fund. |
|------------|--|

B) \$850,000 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Police Capital Fund.

and

**Asset Management Fire Capital Fund**

1) Increase revenue appropriation by \$850,000.

A) Of the increased appropriation \$850,000 is a transfer from Asset Management Capital fund.

2) Increase appropriation by \$850,000

(B) Of the increased appropriation \$850,000 is provided solely for capital expenditures related to Fire.

and

**Asset Management Police Capital Fund**

1) Increase revenue appropriation by \$850,000.

A) Of the increased appropriation \$850,000 is a transfer from Asset Management Capital fund.

2) Increase appropriation by \$850,000

B) Of the increased appropriation \$850,000 is provided solely for capital expenditures related to Police.

(This action arises from the need for capital expenditures in the Asset Management Fire Capital Fund and the Asset Management Police Capital Fund.) (Council Sponsors: Council Members Wilkerson and Kinneary)

**Michelle Murray**

ORD C36221

**Traffic Calming Measures Fund**

1) Increase appropriations by \$972,750

A) Of the increased appropriation, \$300,000 is to be used for the implementation of a three-year "Community Crosswalks" pilot program to include:

i.) A total of six decorative crosswalks to be administered in accordance with the Spokane Streets Department to ensure the designs meet the standards set by the National Association of City Transportation Officials, thus adhering to the Spokane Municipal Code Section 17H.010.210.

B) Of the increased appropriation, \$672,750 is to be used to administer a three-year "Residential Street Murals" pilot program to include up to two street murals per neighborhood during the three-year pilot program.

(This action arises from the need to increase pedestrian safety at crosswalks, while adding character to our neighborhoods and showing inclusivity to our diverse communities.) (Relates to Resolution 2022-0053) (Council Sponsors: Council Members Stratton, Wilkerson, and Zappone)

**Council Member Zappone**

## NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0053 Regarding the approval of a three-year Community Crosswalk Pilot Program to be paid through the Traffic Calming Measures Fund for up to \$300,000. (Relates to Special Budget Ordinance C36221) (Council Sponsors: Council Members Stratton, Wilkerson and Zappone)  
**Council Member Zappone**
- RES 2022-0054 Regarding amendment to the City of Spokane Water and Hydroelectric Department – Fee & Cost Schedule to reflect current costs for 2022. (Council Sponsors: Council President Beggs and Council Member Kinneary)  
**Marlene Feist**
- ORD C36218 Relating to membership terms Spokane Park Board members, adopting a new section 04.11.015 to Chapter 4.11 of the Spokane Municipal Code. (Council Sponsors: Council Members Stratton and Zappone)  
**Garrett Jones**
- ORD C36219 Amending Ordinance C30366 that vacated Napa Street from Pinecrest Avenue to the south line of 26th Court and Napa Street from the south line of Pinecrest Avenue to 150 feet south of Pinecrest Avenue. (Releases an easement.) (Council Sponsors: Council Members Wilkerson and Kinneary)  
**Eldon Brown**

## NO FIRST READING ORDINANCES

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## NO SPECIAL CONSIDERATIONS

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## NO HEARINGS

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Motion to Approve Advance Agenda for June 13, 2022  
(per Council Rule 2.1.2)

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## **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

## **ADJOURNMENT**

The June 13, 2022, Regular Legislative Session of the City Council is adjourned to June 20, 2022.

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## **NOTES**

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

06/13/2022

**Date Rec'd**

6/1/2022

**Clerk's File #**

CPR 2022-0026

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

CITY COUNCIL

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

KARA ODEGARD X6702

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

KODEGARD@SPOKANECITY.ORG

**Bid #****Agenda Item Type**Boards and Commissions  
Appointments**Requisition #****Agenda Item Name**

0320 - APPOINTMENTS TO THE SUSTAINABILITY ACTION SUBCOMMITTEE

**Agenda Wording**

Appointing members of the Steering Committee of the Sustainability Action Subcommittee of Council's PIES Committee as laid out in Resolution 2022-0019, effective June 14, 2022.

**Summary (Background)**

- 2009 Task Force: Jim Wavada; Larry Luton - Energy: Staci Maier (non-voting) - College/University: Brian Henning; Mindy Howard - Business/Tech.: Sarah Burruss; Wyeth Larson - Public Health: Matthew Hollon; Pragma Rai - Environmental Advocacy: Ryan Lok - Low-Income: Michelle Howard - Student: Esther Angell - Finance/Econ.: Erica Johnson (non-voting) - High-Risk from Climate Impacts: Naghmana Sherazi; Rowena Pineda - Labor: Dave Garegnani; Jennifer Thomas - Council: CM Kinnear (non-voting)

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

N/A

**Division Director****Council Sponsor**CP Beggs, CM Kinnear,  
CM Wilkerson**Finance****Distribution List****Legal**

kodegard@spokanecity.org

**For the Mayor****Additional Approvals****Purchasing**

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

06/13/2022

**Date Rec'd**

5/25/2022

**Clerk's File #**

OPR 2000-0674

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

FACILITIES MANAGEMENT

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

DAVE STEELE 6064

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

DSTEELE@SPOKANECITY.ORG

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

Contract Item

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

5900 NEW CINGULAR WIRELESS -CELL ANTENNA, SITE LEASE AGREEMENT

**Agenda Wording**

The City of Spokane currently leases space on existing City of Spokane utility structures, generally on water reservoirs. Each provider operates under a Master Lease Agreement that creates the framework for the individual site lease terms.

**Summary (Background)**

The NEW CINGULAR WIRELESS desires to enter into new Site Lease Agreement for the placement of cellular equipment at 7910 South Thomas Mallen Road as a new location. This is a ten (10) year lease with option of two (2) additional terms of four (4) years each. Fees include a 3% annual escalation This Site Lease Agreement captures the specific details for the new location.

Lease? YES

Grant related? NO

Public Works? NO

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

Revenue \$ 414720.00

# 0020-88100-99999-36291-89267

Select \$

#

Select \$

#

Select \$

#

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

TEAL, JEFFREY

**Study Session\Other**

5/23/22 PIES

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Kinnear

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

ODLE, MARI

dsteele@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

laga@spokanecity.org

**Additional Approvals**

kbustos@spokanecity.org

**Purchasing**

jsakamoto@spokanecity.org

**ACCOUNTING -  
LEASE**

BAIRD, CHRISTI

Wayne Wooten ww5870@att.com

daniel.baum@smartlinkgroup.com

## Committee Agenda Sheet

### PIES COMMITTEE

<b>Submitting Department</b>	FACILITIES
<b>Contact Name &amp; Phone</b>	Dave Steele, 625-6064
<b>Contact Email</b>	dsteale@spokanecity.org
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	NEW CINGULAR WIRELESS – CELL ANTENNA, SITE LEASE AGREEMENT
<b>Summary (Background)</b>	<p>The City of Spokane currently leases space on existing City of Spokane utility structures, generally on water reservoirs. Each provider operates under a Master Lease Agreement that creates the framework for the lease such as term, rate, approval process, etc.</p> <p>Subsequently each individual site (or reservoir location) is identified and leased through a Site Lease Agreement, specific to the structure being mounted on and location parameters.</p> <p>The NEW CINGULAR WIRELESS desires to enter into new Site Lease Agreement for the placement of cellular equipment at 7910 South Thomas Mallen Road as a new location.</p> <p>This Site Lease Agreement captures the specific details for the new location.</p>
<b>Proposed Council Action &amp; Date:</b>	Agreement of the Site Lease Agreements 6/06/2022
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) REVENUE	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

NA

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

NA

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

NA

## **EXHIBIT "A"**

### **SITE LEASE ACKNOWLEDGMENT**

This Site Lease Acknowledgment ("SLA") is made to the Master Lease Agreement between the City of Spokane and New Cingular Wireless PCS, LLC (or its predecessor-in-interest) dated August 21, 2000, as amended by that First Amendment to the Master Lease Agreement, having an effective date of February 28, 2017 (collectively the "Master Lease Agreement"), a copy of which is attached hereto as Exhibit "A" and its terms incorporated herein. Capitalized terms used in this SLA have the same meaning as such terms in the Master Lease Agreement unless otherwise indicated.

1. SP4352 Spokane Fairways FA# 14641287
2. Site Address: 7910 South Thomas Mallen Road  
Spokane, WA 99207
3. Site Legal Description: See Exhibit B.
4. LATITUDE: 47° 34' 49.30" N (47.580361°)  
LONGITUDE: -117° 32' 30.95" W (-117.541930°)
5. Commencement Date: MLA October 1, 2021
6. Fees: \$3456 / mo 3% annual escalation
7. Term: Ten (10) Years
8. Renewal Options: two (2) additional terms of four (4) years each
9. The Site is owned by Lessor.
10. Lessor contact for emergencies: City Water Department  
(509)625-7800, after hours (509)625-7800
11. Lessee contact for emergencies:
12. Description of Communications Facility: Exhibit C
13. Special provisions: The provisions of Exhibit D (City of Spokane Water Department Policy and Procedure re: Access to Department Facilities by Wireless Communications Leaseholders) shall govern access to the Premises covered by this SLA.

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: Wayne Wooten

Print Name: WAYNE WOOTEN

Title: DIRECTOR

Date: 5-5-22

City of Spokane, a Municipal  
Corporation of the State of  
Washington

Fed. Tax ID #91-001280

By: \_\_\_\_\_  
City Administrator

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

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

Approved as to form:

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

Exhibit A  
Copy of Master Lease Agreement

8/24/00  
265

Estate

6300

RECEIVED



OPR 2000-674

CONSENT AGENDA

LEGISLATIVE SESSION

COUNCIL PRIORITY

uma Services  
eigh orhoods  
Pub ic Safety  
Que ity Service

Renews:  
K'S OFFICE  
Cross Rate  
NE, WA

BACKGROUND

FISCAL IMPACT

LIST ATTACHMENTS AS FOLLOWS

SIGNATURES OF SUBMITTING OFFICERS

*David Perry*  
Real Estate Manager

*[Signature]*  
Assistant City Manager

*Richard S. Cook*  
Finance

*[Signature]*  
Legal

*[Signature]*  
City

DISTRIBUTION AFTER COUNCIL ACTION

COUNCIL ACTION

*August 21, 00*  
*[Signature]*

at8hwi



## Exhibit B

### Site Legal Description

THE LAND IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON, DESCRIBED  
AS FOLLOWS:

LOT 21, BLOCK 5, FOUR LAKES GOLF & COUNTRY CLUB SUBDIVISION NO. 1,  
ACCORDING TO PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 64, NOW  
VACATED BY RESOLUTION RECORDED UNDER AUDITOR'S NO. 8605220284,  
VOLUME 818, PAGE 1410.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

# Exhibit C

## Description of Communications Facility

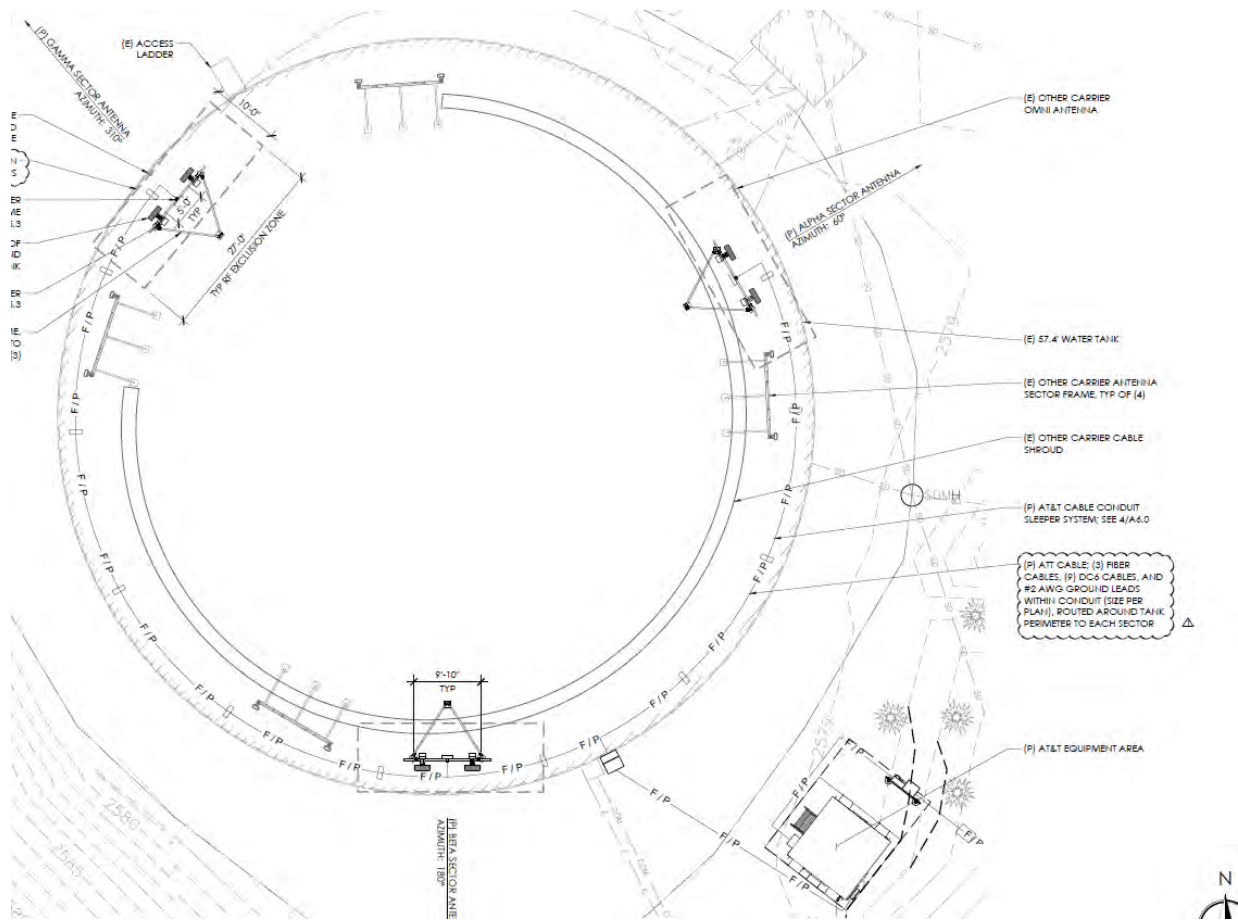


Exhibit D  
Access Policy and Procedure

**9. ACCESS**

The following provisions shall govern access to the Premises, unless otherwise modified in a SLA:

Lessee shall have access to the Premises for construction, maintenance and repair Monday through Saturday from 7am to 6pm and emergency access (when there has been a equipment failure or Communication Facility damage) twenty-four (24) hours per day, seven (7) days per week including the right to move vehicles and equipment on the areas of the site which contain suitable hard surfaces. Prior to Lessee entering the Premises to perform work on the Communications Facility Lessor shall be notified.

Lessee acknowledges that the foregoing access rights are subject to any limitations or restrictions on access imposed upon Lessor (and therefore upon Lessee) by the landlord under any underlying lease or license document relating to a particular Site, except limitations or restrictions imposed by a landlord which is an affiliate of Lessor shall not be more restrictive than those contained in this Section. Lessee agrees to abide by such limitations or restrictions provided that Lessee has been given a copy of the lease agreement or has been notified in writing by Lessor of such limitations and restrictions.

The City retains the right to designate certain areas of the Site as sensitive to the City's security and public safety communication systems and require that a City employee remain on-site during the period of any repair or installation by Lessee. The City Manager and Police Chief will determine, on a case by case review, whether or not on site monitoring is required. Lessee agrees to bear the reasonable expense of such monitoring by the City.

Lessee agrees to provide the City with a list of employees, agents or other individuals who will have access to the site for the purpose of the City of Spokane Police Department performing a background check on the named individuals. Lessee, by providing the name, date of birth and social security number of persons desiring access to the site, hereby consents, on behalf of the individuals, to the background check by the Police Department. The Police Department shall not release this information to members of the general public. Any employees, agents, or other individuals under the authority or control of the Lessee who have not been previously screened by the Police Department must be accompanied an employee of the City while that person is within the Site.

AGENDA SHEET FOR COUNCIL MEETING OF: August 21, 2000



Real Estate  
Submitting Department

Dennis Beringer  
Contact Person

6300

RECEIVED

**CONSENT AGENDA**

0 Contract  
0 Report

**LEGISLATIVE SESSION**

0 Resolution  
0 Emergency Ordinance  
0 Final Reading Ordinance  
0 First Reading Ordinance  
0 Special Consideration  
0 Hearing

**COUNCIL PRIORITY**

0 Communications  
0 Economic Development  
0 Growth Management  
0 Human Services  
0 Neighborhoods  
0 Public Safety  
0 Quality Service Delivery  
0 Racial Equity & Cultural Diversity  
0 Rebuild & Maintain Infrastructure

AUG 10 2000

CITY CLERK'S OFFICE  
SPOKANE, WA

Mark's Files:

# OPR 2000-674

Renews:

#

Cross Reference:

#

ENG/CSD/LID:

#

NEIGHBORHOOD/COMMISSION/COMMITTEE NOTIFIED BY SUBMITTING DEPARTMENT:

BID:

#

**AGENDA WORDING:** Master Lease Agreement between the City of Spokane and AT&T Wireless, Seattle Washington, for the purpose of establishing communication sites on City property. Revenue is approximately \$15,000.00/year or more, if all sites are approved.

**BACKGROUND:** This agreement sets forth basic terms relating to rental payment, responsibilities and duties for all parties. At this time AT&T Wireless is interested in locating cellular communication equipment on two City water tank sites. Specific locations to be determined as AT&T Wireless studies become available.

**RECOMMENDATION:** That the Master Lease Agreement be accepted.

**FISCAL IMPACT:** Revenue - \$15,000.00

Budget Account:

#Various

**LIST ATTACHMENTS AS FOLLOWS:**

On file for Review in Office of City Clerk: Master Lease Agreement

**SIGNATURES OF SUBMITTING OFFICERS**

*David Perry*  
Real Estate Manager

*[Signature]*  
Assistant City Manager - Operations

*Richard G. Cook*  
Finance

*[Signature]*  
Legal

*[Signature]*  
City Manager

**DISTRIBUTION AFTER COUNCIL ACTION:**

**COUNCIL ACTION:**

Engineering Services file (4 Originals)  
Neighborhood Services  
CCAF  
Accounting  
Budget Control  
AT&T Wireless  
Attn: Real Estate Manager  
617 Eastlake Avenue East  
Seattle, WA 98109

ACCEPTED BY  
SPOKANE CITY COUNCIL:  
*August 21, 2000*  
*[Signature]*  
CITY CLERK

**ORIGINAL**

THIS MASTER LEASE AGREEMENT ("Agreement") is entered into as of the 21st day of August, 2000, by and between The City of Spokane, a municipal Corporation of the State of Washington ("Lessor") and **Spokane Cellular Telephone Company, a Washington D. C. partnership, d/b/a/ AT&T Wireless Services** ("Lessee").

### RECITALS

Lessee desires to lease from Lessor on a non-exclusive basis certain portions of real property for the purpose of locating unmanned radio communications equipment on Lessor's property. Each specific property location which Lessee occupies under this Lease will be referred to individually as a "Site" and collectively as "Sites".

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. MASTER LEASE AGREEMENT

This Agreement contains the basic terms and conditions upon which each Site is leased by Lessor to Lessee. When the parties agree on the particular terms for a Site, the parties will execute a completed Site Lease Acknowledgment in the form attached as Exhibit A (an "SLA"). Each executed SLA is deemed to be a part of this Agreement. The terms and conditions of the SLA will govern and control the site use if there is a discrepancy or inconsistency between the terms and conditions of any SLA and this Agreement. Lessee may record a memorandum of the SLA. Upon termination of the SLA for any reason, Lessee will, upon termination of the site use, record a notice of termination of the SLA if Lessee previously recorded a memorandum of the SLA.

### 2. SITE LEASE

Subject to the terms and conditions contained in this Agreement and the SLA relating to the Site, Lessor leases and demises to Lessee and Lessee leases from Lessor that portion of the Site as described on the SLA (the "Premises"). The property owned, leased or licensed by Lessor and, if any, the structure located on the Site will be described on each SLA. The Premises include the ground space identified and necessary for placement and operation of Lessee's equipment and facilities, together with the right to install, maintain and use utility lines and connections, as needed, connecting appurtenances and vehicular and pedestrian access to the Premises at all times. Lessee's equipment and facilities may be mounted on or in any structure on the Site or on the ground near the structure all as described in the SLA and in accordance with the terms of this Agreement.

### 3. USE

The Premises may be used by Lessee only for the installation, operation and maintenance of unmanned wireless communications equipment and related telecommunications activities (a "Communications Facility").

Lessee must, at Lessee's sole expense, comply with all laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies, including, without limitation, the Federal Communications Commission ("FCC").

Lessee shall not install or maintain a Communications Facility that interferes with the City's equipment or systems, either electronically, through radiated emission, physically or mechanically. If Lessee's Communications Facility interferes with City equipment, or the equipment of other existing users or lessee's onsite, Lessee will be notified of the interference and will have sixty (60) days from the date of notice to correct the interference. If Lessee fails to correct the interference during the sixty (60) day period of cure, Lessee shall immediately thereafter remove its Communications Facility.

Lessor agrees to reasonably cooperate with Lessee, at Lessee's expense, in executing such documents or applications required in order for Lessee to obtain such licenses, permits or other governmental approvals needed for Lessee's permitted use of the Premises.

#### **4. TERM**

The initial term of this Agreement ("Initial Term") is ten (10) years commencing on the date of execution and delivery of this Agreement by both parties. The Initial Term of the SLA will commence on the date stated on the SLA ("Commencement Date") and will terminate on the date stated therein (but in no event shall a SLA exceed the term of this Agreement), unless otherwise terminated as provided in this Agreement. Lessee, with five (5) business days prior notice to Lessor, may enter the Premises before the Commencement Date, to the extent such entry is related to engineering surveys, inspections, or other reasonably necessary tests required prior to construction and installation of the Communications Facility.

The term of this Agreement will be automatically renewed for two (2) additional terms (each a "Renewal Term") of five (5) years each, unless Lessee provides notice of intention not to renew not less than one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term.

#### **5. TERMINATION**

##### **5.1. By Lessor**

In addition to any other rights to terminate this Agreement or an SLA, Lessor has the right to terminate a SLA and all of Lessee's rights to the Premises upon sixty (60) days prior written notice if any equipment placed on the Site by Lessee unreasonably causes interference with any existing equipment located on the Site as of the Commencement Date, or is determined to cause a health or safety problem that is injurious to persons or property, and Lessee fails to resolve such interference or health or safety problem in a reasonable time.

##### **5.2. By Lessee**

In addition to any other rights to terminate this Agreement or an SLA, Lessee has the right to terminate a SLA upon sixty (60) days prior written notice if:

5.2.1. Lessee, within its sole discretion, no longer intends to use the Premises for a Communications Facility;

5.2.2. any certificate, permit, license or approval affecting Lessee's ability to use the Premises in the manner originally intended by Lessee is rejected; or

5.2.3. if any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency.

#### **6. FEES**

##### **6.1. Fee**

The annual lease fee (the "Fee") for a Premises will be payable on or before the Commencement Date and on or before the first day of the first month starting after each anniversary of the Commencement Date. The Fee shall be payable to Lessor at:

(Noted in each Site Lease Acknowledgment)

City of Spokane  
Real Estate Division  
808 West Spokane Falls Blvd.  
Spokane, WA 99201  
Attention: Real Estate Manager.

The Fee will be prorated for any fractional year at the beginning, expiration or earlier termination of a particular SLA. The Fee for the Premises will be determined in accordance with Exhibit B.

**6.2. Adjustment**

The Fee for a Site will be adjusted as provided on Exhibit B.

**6.3. Late Fee**

If Lessee fails to pay any Fee within ten (10) business days after receipt of written notice from Lessor, Lessor may, upon notice, require that Lessee pay to Lessor a late fee of \$150.00.

**6.4. Other Amounts**

Any sums due to Lessor under this Agreement which are not specifically defined as "Fees" are deemed additional Fees and are subject to the late fees specified in Sections 6.3 and any other provisions of this Agreement which address Fees.

**7. IMPROVEMENTS AND CONSTRUCTION**

**7.1. Approved Communications Facility**

Lessee has the right at Lessee's sole cost and expense to erect, maintain, replace and operate at the Premises only that Communications Facility specified on the SLA. Prior to commencing any installation, or structural alteration of a Communications Facility, Lessee must obtain Lessor's approval of:

**7.1.1. Lessee's plans for installation or alteration work; and**

**7.1.2. the precise location of the Communications Facility on the Site.**

Lessor's approval must not be unreasonably withheld, conditioned or delayed. Lessee's replacement of equipment with equipment of substantially the same or smaller size in the course of repairs or upgrading the Communications Facility is not deemed a material installation or structural alteration. Lessee shall not be required to pay any fee due under an SLA until Lessor has approved the foregoing elements in accordance with this Section 7.1.

All of Lessee's installation and alteration work must be performed:

**7.1.3. at Lessee's sole cost and expense;**

**7.1.4. in a good and workmanlike manner**

**7.1.5. in accordance with applicable building uses; and**

**7.1.6. must not adversely effect the structural integrity or maintenance of the Site or any structure on the Site.**

Any structural alterations to a structure on the Site must be designed by a licensed structural engineer at Lessee's sole cost and expense.

## **7.2. Liens**

Lessee must keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Lessee.

If any lien is filed against the Site as a result of the acts or omissions of Lessee, or Lessee's employees, agents, or contractors, Lessee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Lessor within thirty (30) days after Lessee receives written notice from any party that the lien has been filed.

If Lessee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, at Lessor's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding.

Lessee must pay on demand any amount paid by Lessor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Lessor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

## **7.3. Possession**

Taking possession of the Premises by Lessee is conclusive evidence that Lessee:

7.3.1. accepts the Premises as suitable for the purposes for which they are leased;

7.3.2. accepts each Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults except defects; and

7.3.3. waives any claims against Lessor in respect of defects in the Site or Premises and its appurtenances, their habitability or suitability for any permitted purposes, except:

7.3.3.1. if otherwise expressly provided hereunder,

7.3.3.2. if resulting from the willful act or omission of Lessor's employees, agents or contractors,

7.3.3.3. if resulting from a known claim by a third party not identified by Lessor in Lessor's representations under this Agreement, or

7.3.3.4. if known to Lessor and not disclosed to Lessee.

Lessee is deemed to take possession only at the time Lessee commences construction of the Communications Facility on the Premises. Conducting tests and inspections on the Premises is not the commencement of construction.

## **8. UTILITIES**

Lessee has the right, at Lessee's sole cost and expense, to obtain electrical and telephone service from any utility company that provides such service to the Premises. Lessee may arrange for the installation of a separate meter and main breaker, subject to Lessor's right to approve, said approval not to be unreasonably withheld, the exact location of proposed utility routes and the manner of installation in order to protect and not damage Lessor's property on the site.

8.1. The Premises includes such non-exclusive rights as necessary to enable Lessee to connect utility wires, cables, fibers and conduits to the Communications Facility, except, Lessor reserves the right to approve the route and the manner of installation so long as such approval is not unreasonably withheld. Lessee shall pay for all of Lessee's utility costs when due.



## **9. ACCESS**

The following provisions shall govern access to the Premises, unless otherwise modified in a SLA:

Lessee shall have access to the Premises for construction, maintenance and repair Monday through Saturday from 7am to 6pm and emergency access (when there has been a equipment failure or Communication Facility damage) twenty-four (24) hours per day, seven (7) days per week including the right to move vehicles and equipment on the areas of the site which contain suitable hard surfaces. Prior to Lessee entering the Premises to perform work on the Communications Facility Lessor shall be notified.

Lessee acknowledges that the foregoing access rights are subject to any limitations or restrictions on access imposed upon Lessor (and therefore upon Lessee) by the landlord under any underlying lease or license document relating to a particular Site, except limitations or restrictions imposed by a landlord which is an affiliate of Lessor shall not be more restrictive than those contained in this Section. Lessee agrees to abide by such limitations or restrictions provided that Lessee has been given a copy of the lease agreement or has been notified in writing by Lessor of such limitations and restrictions.

The City retains the right to designate certain areas of the Site as sensitive to the City's security and public safety communication systems and require that a City employee remain on-site during the period of any repair or installation by Lessee. The City Manager and Police Chief will determine, on a case by case review, whether or not on site monitoring is required. Lessee agrees to bear the reasonable expense of such monitoring by the City.

Lessee agrees to provide the City with a list of employees, agents or other individuals who will have access to the site for the purpose of the City of Spokane Police Department performing a background check on the named individuals. Lessee, by providing the name, date of birth and social security number of persons desiring access to the site, hereby consents, on behalf of the individuals, to the background check by the Police Department. The Police Department shall not release this information to members of the general public. Any employees, agents, or other individuals under the authority or control of the Lessee who have not been previously screened by the Police Department must be accompanied an employee of the City while that person is within the Site.

## **10. IMPROVEMENT FEES AND TAXES**

Lessee shall pay all taxes and other fees or charges attributable to the Communications Facility for the use or occupancy of City property, including Washington State Leasehold Tax (if applicable).

Lessor must pay all taxes and other fees or charges attributable to the Premises (including, without limitation, debt and ground lease obligations), and Site and, if required under Lessor's ground lease obligations, the real estate of which the Premises are a portion.

## **11. INSURANCE**

### **11.1. Required Insurance of Lessee**

Lessee must, during the term of this Agreement and at Lessee's sole expense, obtain and keep in force, insurance coverages of the types and coverages set forth below:

11.1.1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon each Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility. Lessee's property insurance shall provide coverage for all improvements and alterations to the Premises made by Lessee.

11.1.2. Commercial General Liability in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability. The CGL Insurance shall be written on the most current ISO Occurrence Form commonly available (or a substitute form

providing equivalent coverage as approved by Lessor) and shall cover liability arising from premises, operations, independent contractors, products - completed operations, personal injury (with a contractual exclusion deleted) an advertising injury and liability assumed under this contract (including the tort liability of another assumed in a business contract).

**11.1.3. Workers' Compensation and Employer's Liability insurance.**

**11.2. Required Insurance of Lessor**

Lessor must, during the term of this Agreement and at Lessor's sole expense, obtain and keep in force property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief on the Site, in an amount not less than 90% of the full replacement cost of the Site (excluding, however, the Communications Facility). Coverage maybe through self-insurance, a national insurance carrier, or a combination of both. In the event at of a casualty loss, Lessor in its sole discretion will determine whether the premises will be rebuilt. Lessor, upon notice to Lessee, reserves the right in its sole discretion to modify the insurance requirements in this Lease.

**11.3. Policies of Insurance**

All required insurance policies must be approved by the City Risk Manager and purchased through insurers that are licensed to do business in the jurisdiction were the Premises and Sites are located. Lessee agrees that certificates of insurance will be delivered to Lessor as soon as practicable after the placing of the required insurance, but not later than the Commencement Date of a particular SLA. All policies must contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or termination of the insurance which will affect coverage of the SLA.

Lessor and Lessee will each year review the limits for the insurance policies which Lessee is required to maintain under this Agreement. Policy limits will be adjusted to proper and reasonable limits as circumstances warrant, but policy limits will not be reduced below those stated above and no increases will be effective unless Lessor and Lessee mutually agree.

**11.4 Additional Insured**

Lessor shall be designated as an additional insured in each of Lessees insurance policies except worker's compensation and employer's liability. The policies shall identify the additional insured as follows:

The City of Spokane and its employees, agents, subcontractors, successors and assigns.

Additional insured status shall be included under the CGL policy using ISO additional insured form CG 2026 (or a substitute providing equivalent coverage as approved by Lessor).

**11.5. No Limitation on Liability**

The provision of insurance required in this Agreement shall not be construed to limit or otherwise affect the liability or damages payable by Lessee to Lessor.

**11.6. Compliance**

Neither Lessor nor Lessee will do nor permit to be done in or about the Premises, nor bring or keep or permit to be brought to the Premises, anything that:

**11.6.1.** is prohibited by any insurance policy carried by Lessor or Lessee covering the Site, any improvements thereon, or the Premises; or

**11.6.2.** will increase the existing premiums for any such policies beyond that contemplated for the addition of the Communications Facility.

Lessor acknowledges and agrees that the installation of the Communications Facility upon the Premises in accordance with the terms and conditions of this Agreement will be considered within the underwriting requirements of any of Lessor's insurers and such premiums contemplate the addition of the Communications Facility.

#### **11.7. Release**

Lessor and Lessee release each other, and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises, the Site and any improvements thereon to the extent the risks are insured under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

### **12. INDEMNIFICATION**

#### **12.1. Indemnification by Lessee**

Lessee must indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damage to property arising from or out of:

**12.1.1.** any occurrence in, upon or at the Premises or the Site caused by the act or omission of Lessee or Lessee's agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers, except to the extent caused by the negligence or willful misconduct of Lessor, Lessor's agents, customers, invitees, concessionaires, contractor, servants, vendors, materialmen or suppliers;

**12.1.2.** any occurrence caused by the violation of any law, regulation or ordinance applicable to Lessee's actual use of or presence on the Premises or the actual use of or presence on the Premises by Lessee's agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers; or

If Lessor is made a party to any litigation commenced by or against Lessee for any of the above reasons, then Lessee shall protect and hold Lessor harmless and pay all costs, penalties, charges, damages, and expenses incurred or paid by Lessor in accordance with this Agreement.

#### **12.2. Indemnification by Lessor**

Lessor must indemnify Lessee and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damage to property arising from or out of:

**12.2.1.** any occurrence in, upon or at the Premises or the Site caused by the act or omission of Lessor or its employees, agents, invitees, concessionaires and contractors except to the extent caused by the negligence or willful misconduct of Lessee, Lessee's agents, customers, invitees, concessionaires, contractor, servants, vendors, materialmen or suppliers;

**12.2.2.** any occurrence caused by the violation of any law, regulation or ordinance applicable to Lessor's actual use of or presence on the Premises or the actual use of or presence on the Premises by Lessor or its employees; or

If Lessee is made a party to any litigation commenced by or against Lessor for any of the above reasons, then Lessor shall protect and hold Lessee harmless and pay all costs, penalties, charges, damages, and expenses incurred or paid by Lessee in accordance with this Agreement.

### **13. ASSIGNMENT**

#### **13.1. By Lessee**

Lessee, upon prior written notice to Lessor, has the right, without the necessity of obtaining Lessor's consent to assign this Agreement, either in whole or in part, together with Lessee's rights in all SLAs (whether by absolute assignment or collateral assignment), to:

**13.1.1. any affiliate, partnership or subsidiary of Lessee; to any partnership, venture, or new corporation formed by Lessee (collectively "Permitted Transferees"); and to any other party upon receipt of written consent by Lessor.**

Lessee's assignment shall not fully release Lessee from obligation or liability under the terms of this Lease or the respective SLA unless such assignment is consented to by Lessor.

#### **13.2. By Lessor**

Lessor may make any sale, lease, license or transfer of any Site, provided such sale, lease, license or transfer is subject to the terms and conditions of this Agreement and the applicable SLA.

### **14. REPAIRS**

#### **14.1. Lessee's Obligation**

Lessee must, at all times during the term of any particular SLA, at Lessee's sole cost and expense, keep and maintain the Communications Facility located by Lessee upon the Premises in a structurally safe and sound condition and in good repair.

If Lessee does not make such repairs within thirty (30) days after receipt of notice from Lessor requesting such repairs and such repairs are required, then Lessor may, at Lessor's option, make the repairs. Lessee shall pay Lessor on demand Lessor's actual costs in making the repairs, plus Lessor's actual overhead.

If Lessee commences to make repairs within thirty (30) days after any written notice from Lessor requesting such repairs and thereafter continuously and diligently pursues and completes such repair, then the thirty (30) day cure period will extend for an additional sixty (60) days to permit Lessee to complete such repairs.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Premises, Lessee must immediately correct the safety or use problem, even if a full repair cannot be made at that time or Lessor may make such repairs at Lessee's expense.

#### **14.2. Lessor's Obligation**

Lessor must, at all times during the term of any SLA and at Lessor's sole cost and expense, keep and maintain the Site and any improvements located thereon in a structurally sound and safe condition.

If Lessee is unable to use the Communications Facility because of repairs required on the Premises, then Lessee may, at its sole expense, immediately erect on the Premises or an unused portion of the Site a temporary Communications Facility, including any supporting structure, while Lessor makes repairs to the Premises.

## **15. CASUALTY OR CONDEMNATION**

### **15.1. Casualty**

If there is a casualty or loss to any structure upon which a Communications Facility is located. Lessor and Lessee agree to cooperate and coordinate efforts towards bringing Lessee's Communication Facility on-line, either at the same Premises or another suitable City location. Specifically, Lessee may immediately erect on the Premises or an unused portion of the Site a temporary Communications Facility, including any supporting structure for up to six (6) months, while Lessor repairs, restores, abandons, or demolishes the Premises. If Lessor elects to repair or restore the Premises, Lessee, at its sole expense, is entitled to reinstall Lessee's Communications Facility on the structure upon the completion of said repair or restoration.

In the event such repairs or restoration will reasonably require more than sixty (60) days to complete, Lessee is entitled to terminate the applicable SLA upon thirty (30) days prior written notice and without recourse against Lessor, subject to its right to seek indemnification under paragraph 12.2 of this agreement. In the event Lessor decides to abandon, demolish, or not repair the facility, Lessee is entitled to maintain a temporary Communications Facility, including any supporting structure on the Premises for up to six (6) months from the date of Lessor's notice of such intent to abandon, demolish, or not repair the facility. If Lessor decides to abandon, demolish, or not repair the structure, the lease on that specific SLA shall terminate on the date that Lessee removes its Communications Facility, subject to its right to seek indemnification under paragraph 12.2 of this agreement, from City property, or six (6) months from date of notice, whichever comes first. Lessee shall not be entitled to damages against the Lessor, but any prepaid rent shall be returned on a pro-rata basis. Rent will be abated on a pro-rata basis for any time in which Lessee's use of the facility is prevented due to the casualty.

### **15.2. Condemnation**

If there is a condemnation of the Site, including without limitation a transfer of the Site by consensual deed in lieu of condemnation, then the SLA for the condemned Site will terminate upon transfer of title to the condemning authority, without further obligation, liability or payment of damages to either party under this Agreement. Lessee is entitled to pursue a separate condemnation award for the Communications Facility from the condemning authority.

## **16. SURRENDER OF PREMISES; HOLDING OVER**

Upon the expiration or other termination of a SLA for any cause whatsoever, Lessee must peacefully vacate and leave the applicable Premises in as good order and condition as the same were at the beginning of the applicable SLA, except for reasonable use, wear and tear, casualty and condemnation. Lessee has the absolute right to remove its Communications Facility. Lessee will repair any damage caused during the removal of the Communications Facility.

If Lessee continues to hold any Premises after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Lessor in writing, constitute and be construed as a month-to-month tenancy with a monthly Lease Fee equal to 1/12th of 125% of the Fee for such SLA payable to Lessor with such continued use and occupancy subject to all of the terms set forth in this Agreement.

## **17. DEFAULT AND REMEDIES**

### **17.1. Lessee's Events of Default**

The occurrence of any one or more of the following events constitutes an "event of default" by Lessee under the applicable SLA:

**17.1.1.** Failure to pay any Fee or other sums payable by Lessee for the applicable Premises within ten (10) business days of the due date or upon receipt of Lessor's written request for payment;

**17.1.2.** Failure to perform or observe any other term of the applicable SLA, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after written notice from Lessor; except such thirty (30) day cure period will be extended as reasonably necessary to permit Lessee to complete cure so long as Lessee commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

**17.1.3.** The filing of a petition by or against Lessee, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Lessee, such petition is not dismissed within ninety (90) days after the filing thereof), or Lessee is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;

**17.1.4.** The appointment of a receiver, custodian, or trustee for Lessee's or for any of the assets of Lessee and such appointment is not vacated within sixty (60) days of the date of the appointment; or

**17.1.5.** if Lessee becomes insolvent or makes a transfer in fraud of creditors.

### **17.2. Lessee's Default**

If an event of default occurs, if appropriate, and the period for cure has expired Lessor (without notice or demand except as expressly required above) may terminate the applicable SLA, in which event Lessee will immediately surrender the applicable Premises to Lessor. Lessee shall be liable for damages including:

**17.2.1.** the actual costs of recovering and removing Lessee's property from the Premises;

**17.2.2.** the Fee earned as of the date of termination, plus interest thereon at the Past Due Interest Rate from the date due until paid;

**17.2.3.** the Fee and other benefits that Lessor would have received under the applicable SLA for the remainder of the term under the applicable SLA discounted to present value as of the date of termination; and

**17.2.4.** all other sums of money and damages awarded by a court of competent jurisdiction or arbitrator to Lessor.

**17.2.5.** If at any time during this Agreement any of the events set forth in 17.2.1., 17.2.2. or 17.2.3. have previously occurred with respect to 25% or more of the SLAs, Lessor, at Lessor's sole option, is entitled to terminate this Agreement (and the remaining SLA's) upon thirty (30) days prior written notice to Lessee. Lessor may elect any one or more of the foregoing remedies with respect to any particular SLA, but only if the Lessee is in default with respect to that SLA.

### **17.3. Lessor's Default**

If Lessor is in breach of any representation, warranty or agreement set forth in this Agreement; or if Lessor fails to perform or observe any other term of the applicable SLA, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after written notice from Lessee; except such thirty (30) day cure period will be extended as reasonably necessary to permit Lessor to complete cure so long as Lessor commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

Lessee may, in addition to any other remedy available at law or in equity, at Lessee's option upon written notice, terminate the applicable SLA.

Lessee may elect any one or more of the foregoing remedies with respect to any particular SLA. Neither party may sue for or obtain consequential damages resulting from the other party's default or breach of this agreement. Lessee's monetary damages shall be limited to the fees payable to Lessor under this agreement.

### **17.4 Duty to mitigate damages**

Lessee and Lessor shall endeavor in good faith to mitigate damages arising under this Agreement and any SLA.

## **18. COVENANT OF QUIET ENJOYMENT**

Lessor covenants and warrants that Lessee or any Permitted Transferees or other transferees approved by Lessor upon the payment of Fees and performance of all the terms, covenants and conditions under this Agreement, will have, hold and enjoy each Premises leased under a SLA during the term of the applicable SLA or any renewal or extension ' thereof. Lessor will take no action not expressly permitted under the terms of this Agreement that will interfere with Lessee's intended use of the Premises nor will Lessor fail to take any action or perform any obligation necessary to fulfill Lessor's aforesaid covenant of quiet enjoyment in favor of Lessee.

## **19. COVENANTS AND WARRANTIES**

### **19.1. Lessor**

Lessor warrants, with respect to each particular SLA that:

**19.1.1.** Lessor owns good marketable fee simple title, has a good and marketable leasehold interest, or has a valid license, in the land on which the Site and Premises are located and has rights of access thereto;

**19.1.2.** Lessor will not permit or suffer the future installation of any other improvement or equipment (including, without limitation, transmission or reception devices) upon the land of which any Site or Premises is a portion if such improvement or equipment materially interferes with transmission or reception by Lessee's Communications Facility in any manner whatsoever. It shall not be a material interference for Lessor to install an improvement or equipment on the Premises which is necessary to protect the public health and safety even if such equipment interferes with Lessee's use of the Premises. Lessor is under no obligation to modify or remove its existing equipment for Lessee's use of the Premises or Site. If such interference is not terminated in 72 hours after written notice from Lessee, Lessee may pursue its remedies in 17.3; and

**19.1.3.** The Premises are to the best of the knowledge of Lessor not contaminated by any Environmental Hazards (as defined in Section 21).

## **19.2. Mutual**

Each party represents and warrants to the other party that:

19.2.1. it has full right, power and authority to make this Agreement and to enter into the SLAs;

19.2.2. the making of this Agreement and the performance thereof will not violate any laws, ordinance, restrictive covenants, or other agreements under which such party is bound;

19.2.3. as of the date of this Agreement, that such party is a duly organized and is an existing corporation or limited partnership;

19.2.4. the party is qualified to do business in any state in which the Premises and Sites are located; and

19.2.5. all persons signing on behalf of such party were authorized to do so by appropriate corporate or partnership action.

## **19.3. No Brokers**

Lessee and Lessor represent to each other that neither has an obligation to pay a fee or commission to any real estate brokers or agents in connection with this Agreement. This clause is not applicable to the SLAs.

# **20. DISPUTE RESOLUTION**

## **20.1. General**

Except as provided otherwise in this Agreement, any controversy between the parties rising out of this Agreement or any SLA, or breach thereof; is subject to the mediation process described below. If not resolved by mediation, then the matter must be submitted to the American Arbitration Association ("AAA") for arbitration before a sole arbitrator in Spokane, Washington.

## **20.2. Procedure**

A meeting will be held promptly between the parties to attempt in good faith to negotiate a resolution of the dispute. The meeting will be attended by individuals with decision making authority regarding the dispute. If within thirty (30) days after such meeting the parties have not succeeded in resolving the dispute, they will, within thirty (30) days thereafter submit the dispute to a mutually acceptable third-party mediator who is acquainted with dispute resolution methods. Lessor and Lessee will participate in good faith in the mediation and the mediation process. The mediation shall be nonbinding. If the dispute is not resolved by mediation either party may initiate an arbitration with the AAA, and the dispute shall be resolved by binding arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

## **20.3. Costs**

The costs of mediation and arbitration, including any mediator's fees, AAA administration fee, the arbitrators fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties. Each party's other fees, costs and expenses will be borne by the party incurring them.



## **21. ENVIRONMENTAL MATTERS**

Lessor represents and warrants that to the best of Lessor's knowledge there are no Environmental Hazards on any Site. Nothing in this Agreement or in any SLA will be construed or interpreted to require that Lessee remediate any Environmental Hazards located at any Site unless Lessee or Lessee's officers, employees, agents, or contractors placed the Environmental Hazards on the Site. To the extent Lessee is a named party to any MTCA (RCW chapter 70.105D) or CIRCLA (42 U.S.C. Sec. 9601, et seq.) litigation and City receives notice of such suit within 30 days of service upon Lessee, Lessor holds Lessee harmless of any claim or clean up/restoration costs for which Lessee is held responsible that is associated with the disposal or migration of environmental hazards onto the site by any source other than the Lessee.

Lessee will not bring to, transport across or dispose of any Environmental Hazards on the Premises or Site without Lessor's prior written approval. which approval shall not be unduly withheld except Lessee may keep on the Premises substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry. Lessee's use of any approved substances constituting Environmental Hazards must comply with all Applicable laws, ordinances, and regulations governing such use.

The term "Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be as defined in the Model Toxic Control Act and Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act, and any regulations promulgated pursuant thereto. This Section provision shall survive termination of the Agreement and any particular SLA.

## **22. SUBORDINATION**

### **22.1. Agreement**

Lessee agrees that this Agreement and each SLA is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Premises or on or against Lessor's interest or estate therein, and any underlying ground lease or master lease on a particular Site. This subordination shall arise without the necessity of having further instruments executed by Lessee to effect such subordination, but, with respect to any such liens or leases which arise following execution of this Agreement, only upon the condition that any such mortgagee, beneficiary, trustee or ground lessor expressly agrees not to disturb the rights of Lessee under this Agreement and each SLA.

### **22.2. SLA**

Each SLA is subject to any restrictions or other terms or conditions contained in the underlying ground lease or master lease ("Ground Lease"). Lessee agrees to commit no act or omission which would constitute a default under any Ground Lease that Lessor has provided a copy of to Lessee. Lessor shall provide Lessee with a complete copy of the Ground Lease and all amendments thereto prior to the execution by lessee of the particular SLA.

Lessee is not required to obtain any consent from the landlord under such Ground Lease in order for Lessee to construct, operate, maintain or access the Communications Facility, unless expressly set forth in the applicable SLA.

If a particular restriction contained in a Ground Lease prevents Lessee from the construction, operation or maintenance of or access to the Communications Facility, Lessee is entitled to terminate the applicable SLA unless Lessee has notice of the same.

Upon the expiration or termination of any Ground Lease, underlying lease or license with respect to a particular Site, the SLA relating to such Site automatically terminates without further liability to either party. Lessee acknowledges that many of Lessor's underlying leases or licenses may grant to the property owner the right to terminate such underlying leases or licenses on the Site, and that in the event of such termination, the SLA with respect to such Site shall terminate concurrently therewith.

Lessor agrees that Lessor will not breach the terms or conditions of any Ground Lease in a manner that affects Lessee's use of the Premises.

## **23. GENERAL PROVISIONS**

### **23.1. Entire Agreement**

This Agreement and each SLA constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. Any amendments to this Agreement or any SLA must be in writing and executed by both parties.

### **23.2. Severability**

If any provision of this Agreement or any SLA is invalid or unenforceable with respect to any party, the remainder of this Agreement, the applicable SLA or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, is not to be affected and each provision of this Agreement or the applicable SLA is valid and enforceable to the fullest extent permitted by law.

### **23.3. Binding Effect**

This Agreement and each SLA will be binding on and inure to the benefit of the respective parties' successors and permitted assignees.

### **23.4. Captions**

The captions of this Agreement are inserted for convenience only and are not to be construed as part of this Agreement or the applicable SLA or in any way limiting the scope or intent of its provision.

### **23.5. No Waiver**

No provision of this Agreement or a SLA will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of the terms of this Agreement or any SLA is to be construed to waive or lessen any party's right to insist upon strict performance of the terms of this Agreement or any SLA. The rights granted in this Agreement and under each SLA is cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

The parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this Agreement and each SLA. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Agreement and each SLA are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this Agreement or each SLA.

**23.6. Notice**

Any notice or demand required to be given in this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier to the address of other parties set forth below:

**Lessor: City of Spokane Real Estate Manager  
West 808 Spokane Falls Blvd.  
Spokane, WA 99201**

**Lessee: AT&T Wireless Services  
617 East Lake Ave E.  
Seattle, WA 98109  
Attn: Real Estate Manager**

with a copy to : **John R. McDonough, Senior Regional Counsel  
AT&T Wireless Service, Inc. Legal Dept./ Landuse Group  
2729 Prospect Park Drive  
Rancho Cordova, California, 95760  
Telephone 888-382-9415**

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier or five (5) business days following deposit in the United States mails addressed as required above. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

**23.7. Governing Law**

This Agreement and each SLA is governed by the laws of the State of Washington. Notwithstanding the foregoing, in the event of a dispute over a particular Site or Premises, the laws of the state where the Site and Premise are located shall govern.

**23.8. No Liens**

Each Communications Facility and related property located upon any Premises by Lessee pursuant to the terms of this Agreement and the applicable SLAs will at all times be and remain the property of Lessee and will not be subject to any lien or encumbrance created or suffered by Lessor. Lessee has the right to make such public filings as it deems necessary or desirable to evidence Lessee's ownership of the Communications Facility. Lessor waives all Lessor's or landlord's lien on any property of Lessee (whether created by statute or otherwise). Notwithstanding the foregoing, in the event of termination or expiration of a SLA, if all of the Communications Facility located on the Premises is not removed within thirty (30) days following such termination or expiration, such equipment remaining shall be deemed abandoned and Lessor's waiver of lien shall thereafter be void and of no further force and effect.

**23.9. Force Majeure**

If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

**23.10. Time is of the Essence**

Time is of the essence with respect to each SLA.

## **24. COST SHARING ON TOWER OR MONOPOLES ON CITY PROPERTY**

Lessee acknowledges its understanding that Lessor has adopted a policy of encouraging the collocation of communication facilities on towers and monopoles within the City of Spokane, Washington. Lessee agrees that if Lessee constructs a communications tower or monopoles on any City property, the tower or monopole will be constructed to accommodate equipment of up to two additional potential users; provided that such equipment is substantially similar in size and weight to that utilized by Lessee. Upon completion of construction, Lessee shall provide the City with a certified statement by an accountant that sets forth the actual design, construction and development cost of the communications tower or monopole. Lessee shall be entitled to charge each subsequent user its pro rata share of the design, construction and development costs plus an annual administration fee. The annual administration fee is for Site management and shall not exceed twenty percent of the total cost of the communications tower or monopole plus a fair pro rata share of maintenance expenses to be approved by the City.

A potential user will be entitled to install communication equipment on the tower or monopole constructed by Lessee when it has entered into a ground lease agreement with the Lessor (City) and a tower agreement with the Lessee. Lessor shall charge rent in an amount similar to that reflected on Exhibit "B" for a grade "B" Site. Lessee's tower agreement with the potential user shall be approved by the City prior to the potential user locating any equipment on City property or the communications tower or monopole. The City shall not unreasonably withhold condition or delay said approval.

All potential users are required to install wireless facilities according to EIA/TIA (Engineering Institute of American & Telecommunication Institute of America), IEEE (Institute of Electrical & Electronic Engineers), UBC (Universal Building Codes), FCC (Federal Communications Commission) and other applicable industry standards, including but not limited to, antenna separation. Users are also required to be licensed.

## **25. RADIO FREQUENCIES & SITE STANDARDS**

Lessor retains the right to approve any installation, construction or additions prior to the work taking place at the Site. This does not preclude Lessee from making an item for item replacement of existing equipment with new equipment which performs the same function and meets or exceeds the same technical requirements of the existing equipment. All of Lessee's equipment shall meet or exceed "Inland Empire Cooperative Interference Committee" Minimum Site Standards for Radio Communications dated 5-9-1989, a copy of which is attached to this agreement as Exhibit "C".

In the event that the Federal Communications Commission ("FCC") requires the removal of Lessee's equipment used at the Site because the FCC determines that such equipment creates a health risk due to excessive electromagnetic radiation, Lessee shall (a) promptly remove all such equipment from the Site in accordance with FCC requirements; and (b) indemnify, defend and hold the City harmless from all claims, liability, penalties, costs or other damages incurred by the City as a result of any such electromagnetic radiation emitted from Lessee's equipment that causes personal or property injury.

Lessee shall upon the written request of Lessor conduct a study and/or monitor, at intervals to be agreed by the parties, the nonionizing radiation and radio frequency emissions from the Communication Facility to ensure operation in compliance with FCC guidelines and standards and the Washington General Occupational Health Standards. Any study or monitoring shall be: (1) performed under the supervision of a RF Engineer using the best available scientific information and (2) made available to the City for review and comment. Upon the request of the City, Lessee shall make available personal RF monitors for City employees, agents and contractors who work at a Site or location where exposure to electromagnetic radiation is likely to occur. Lessee shall at the Site post all appropriate signage warning of radio frequency and electromagnetic radiation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**SPOKANE CELLULAR TELEPHONE COMPANY d/b/a AT&T WIRELESS SERVICES**

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

Name: **Loués R. Levy**

Title: **SYSTEM DEVELOPMENT MANAGER**

CITY OF SPOKANE,  
a Municipal Corporation of the State  
Washington. Fed. Tax 91-001280

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

**City Manager**

Attest: \_\_\_\_\_

**City Clerk**

Approved as to form: \_\_\_\_\_

**Assistant City Attorney**

Approved: \_\_\_\_\_

**Real Estate Manager**

**Aaling**

LESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON :  
COUNTY OF KING : ss.

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, LOUISE LEVY, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the SYSTEM DEVELOPMENT MANAGER of Spokane Cellular Telephone Company, a Washington D. C. partnership, d/b/a/ AT&T Wireless Services, and that in such capacity he/she executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership.

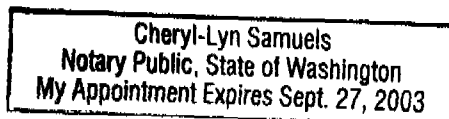
Witness my hand and seal of office this 24<sup>TH</sup> day of July, 2000.

NOTARY PUBLIC

*Cheryl-Lyn Samuels*

My Commission Expires: 9-27-03

(NOTARIAL SEAL)



LESSOR ACKNOWLEDGMENT

STATE OF WASHINGTON :  
COUNTY OF SPOKANE : ss.

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Hank Miggins and Terri Pfister, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the City Manager and City Clerk of the CITY OF SPOKANE, a municipal corporation of the State of Washington, and that in such capacities they executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation.

Witness my hand and seal of office this 21st day of August, 2000.

(NOTARIAL SEAL)

OFFICIAL SEAL  
CONNIE J. KENSOK  
NOTARY PUBLIC - STATE OF WASHINGTON  
COUNTY OF SPOKANE

NOTARY PUBLIC

My Commission Expires:

*Connie J. Kensok*

**EXHIBIT "A"**  
**SITE LEASE ACKNOWLEDGMENT**

This Site Lease Acknowledgment is made to the Master Lease Agreement between the City of Spokane and \_\_\_\_\_ dated 2000, a copy of which is attached hereto as Exhibit \_\_\_\_\_ and its terms incorporated herein. Capitalized terms used in this SLA have the same meaning as such terms in the Master Lease Agreement unless otherwise indicated.

1. Site Name and Number:
2. Site Address:
3. Site Legal Description: See Exhibit 1.
4. Site Latitude and Longitude:
5. Commencement Date:
6. Fees:
7. Term:
8. Renewal Options:
9. \_\_\_\_\_ The Site is owned by Lessor.  
\_\_\_\_\_ The Site is leased by Lessor. A copy of the prime lease and the owner's consent are attached to this SLA.
10. Lessor contact for emergencies:
11. Lessee contact for emergencies:
12. Description of Communications Facility: Exhibit 2
13. Special provisions:
- 14.

**Spokane Cellular Telephone Company,  
a Washington D.C. partnership, d/b/a  
AT&T Wireless Services**

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

Name: **Loues R. Levy**

Title: **System Development Manager**

City of Spokane, a Municipal Corporation  
of the State of Washington

Fed. Tax ID #91-001280

By: \_\_\_\_\_  
City Manager

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

Approved as to form:

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

Approved:

EXHIBIT "B"  
FEE SCHEDULE

RENT: Upon the Commencement Date, \_\_\_\_\_ shall pay the City, monthly rent in the sum of SEVEN HUNDRED SEVENTEEN DOLLARS AND NO/100 (\$717) for a Grade "A" Site, and FIVE HUNDRED SIXTY SEVEN DOLLARS AND NO/100 (\$567) for a Grade "B" Site, (hereinafter referred to as "rent"). Definitions of Grade "A" and Grade "B" Sites are described below. In addition, rent shall be increased each year, on the anniversary date of the Commencement Date of the Site Lease Acknowledgment (SLA) by a percentage equal to the percentage increase in the Consumer Price Index for the Seattle Everett Metropolitan Statistical Area. However, rent shall not increase more than nine percent (9%) per annum of the rent paid over the preceding year, nor shall rent increase less than three percent (3%) per annum over the previous year. The City shall be responsible for communicating the amount of the rental adjustment to \_\_\_\_\_, with a thirty (30) day written advance notice, and shall provide \_\_\_\_\_ with documentation pertaining to the calculated adjustment. This method of calculating rent increases shall apply to each successive renewal term.

Grade "A" Site: is defined as a collocation attachment on an existing City, structure with minimal construction required by \_\_\_\_\_ or its contractors to build wireless facilities.

Grade "B" Site: is defined as a City owned raw land site for the construction of a monopole or tower, or a collocation Site that requires moderate or extensive modification or construction to accommodate \_\_\_\_\_ wireless facilities.

The determination of a Site being Grade "A" or Grade "B" shall be mutually agreed upon between \_\_\_\_\_ and the City, and shall be noted on the appropriate Site Lease Acknowledgment (SLA). When the Grade of a Site is established, it shall not change during the Initial Term or additional renewal option terms.



# MASTER LEASE AGREEMENT

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MARSH USA INC.

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
NYC-001074017-00PRODUCER  
Marsh USA Inc.  
1166 Avenue of The Americas  
New York, NY 10036-2774

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

## COMPANIES AFFORDING COVERAGE

COMPANY

A LUMBERMANS MUTUAL CASUALTY COMPANY

COMPANY

B ARBELLA MUTUAL INSURANCE COMPANY

COMPANY

C AMERICAN PROTECTION INSURANCE COMPANY

COMPANY

D NATIONAL UNION FIRE INSURANCE CO (PA)

105408-GENER-ALL-00-01

RECEIVED

JUL 18 2001

CITY CLERK'S OFFICE  
SPOKANE, WAINSURED  
AT&T WIRELESS SERVICES, INC.  
295 NORTH MAPLE AVENUE  
ROOM NO. 7149L1  
BASKING RIDGE, NJ 07920

## COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	5AA 045 565-00	07/09/01	07/09/02	GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,500,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,500,000
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	5FD 008445-00 A/O	07/09/01	07/09/02	COMBINED SINGLE LIMIT \$ 2,500,000
A	<input checked="" type="checkbox"/> ANY AUTO	5FD 008446-00 HI	07/09/01	07/09/02	
A	<input type="checkbox"/> ALL OWNED AUTOS	5FD 008447-00 TX	07/09/01	07/09/02	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> SCHEDULED AUTOS	X3P 084836-00 MA	07/09/01	07/09/02	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
D	EXCESS LIABILITY	BE 871 35 60	07/09/01	07/09/02	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5BR 083 549-00 A/O	07/09/01	07/09/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C		5BR 083 550-00 WI	07/09/01	07/09/02	EL EACH ACCIDENT \$ 2,500,000
C	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	5BR 083 551-00 AZ, LA	07/09/01	07/09/02	EL DISEASE-POLICY LIMIT \$ 2,500,000
	OTHER				EL DISEASE-EACH EMPLOYEE \$ 2,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

The Certificate Holder is added as an Additional Insured as required by written contract or lease agreement.

## CERTIFICATE HOLDER

CITY OF SPOKANE  
ATTN: MARILYN SIMON  
914 EAST NORTH FOOTHILLS DR.  
SPOKANE, WA 99201-3303

## CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.

BY: Joan Latham

*Joan Latham*

MM1(9/99)

VALID AS OF: 07/09/01

Marsh USA Inc.  
The Financial Center  
1215 Fourth Avenue, Suite 2300  
Seattle, WA 98161  
Telephone: 206 - 613 - 2562  
Facsimile: 206 - 613 - 2636

**MARSH**  
An **MMC** Company

**IMPORTANT PLEASE READ!**

**DATE:** JULY 9, 2001  
**TO:** TO WHOM IT MAY CONCERN:  
**FROM:** MARSH USA INC.  
**SUBJECT:** AT&T WIRELESS SERVICES, INC. CERTIFICATE OF INSURANCE

**RECEIVED**

JUL 18 2001

CITY CLERK'S OFFICE  
SPOKANE, WA

ATTACHED PLEASE FIND AN ORIGINAL CERTIFICATE OF INSURANCE. THIS CERTIFICATE REPLACES ANY CERTIFICATE PREVIOUSLY ISSUED. SHOULD YOU REQUIRE ANY CHANGES, FAX THE ATTACHED CERTIFICATE ALONG WITH THE NECESSARY CHANGES. IF THIS CERTIFICATE OF INSURANCE IS NO LONGER REQUIRED, WRITE DELETE ON THE FRONT OF THE ATTACHED CERTIFICATE AND FAX IT TO OUR ATTENTION. PLEASE FAX YOUR REQUESTS TO:

**MS. ROXIE RUSSELL**  
**MARSH USA INC.**  
**THE FINANCIAL CENTER**  
**1215 FOURTH AVENUE, SUITE 2300**  
**SEATTLE, WA 98161**  
**TELEPHONE: 206 - 613 - 2562**  
**FACSIMILE: 206 - 613 - 2636**

SHOULD YOU HAVE ANY QUESTIONS OR REQUIRE ANYTHING FURTHER, PLEASE FEEL FREE TO CONTACT US AT (206) 613 - 2562.

THANK YOU FOR YOUR ASSISTANCE

## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** NEW CINGULAR WIRELESS PCS, LLC**Business name:** AT&T MOBILITY**Entity type:** [Limited Liability Company](#)**UBI #:** 601-986-747**Business ID:** 001**Location ID:** 0025**Location:** Active**Location address:** 6117 N DIVISION ST  
SPOKANE WA 99208-1025**Mailing address:** 1010 N SAINT MARYS ST  
FL 15  
SAN ANTONIO TX 78215-2109**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Spokane General Business</a>	T12051403BUS			<a href="#">Active</a>	Mar-31-2023	Oct-15-2012

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

Governing people	Title
AT&T MOBILITY CORPORATION	
NEW CINGULAR WIRELESS PCS, LLC	

## Registered Trade Names

Registered trade names	Status	First issued
AT&T MOBILITY	Active	Nov-14-2018
AT&T MOBILITY	Active	May-29-2019
AT&T MOBILITY.	Active	Oct-23-2018
AT&T PREPAID WIRELESS	Active	Jul-26-2000
CINGULAR WIRELESS	Active	Jun-30-2005

[View Additional Locations](#)

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

06/13/2022

**Date Rec'd**

5/31/2022

**Clerk's File #**

OPR 2022-0428

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

PUBLIC WORKS

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

MARLENE FEIST 625-6505

**Project #**

2017108

**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

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

Contract Item

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

5200 – HIGH SYSTEM TANK EASEMENT WITH SPOKANE SCHOOL DISTRICT 81

**Agenda Wording**

Water Reservoir Easement and Temporary Permit to Enter Easement with Spokane School District #81 for non-exclusive easement over a portion of Hamblen Elementary to build and maintain an additional High System Tank. (Southgate Neighborhood Council)

**Summary (Background)**

The City needs to site a new water tank in the High System Pressure Zone. In recent months, the City has been working with Spokane Public Schools on the possibility of placing the tank on a portion of the Hamblen Elementary School. The SPS Board approved the easement. The tank is needed to ensure the availability of water during a fire emergency and meet demand for water in an area that includes much of the South Hill to the south of 14th Avenue.

Lease? NO

Grant related? NO

Public Works? YES

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 5/23

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

ddaniels@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

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**Purchasing**

marka@spokaneschools.org

eschoedel@spokanecity.org

ktwohig@spokanecity.org

mfeist@spokanecity.org



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES)

<b>Submitting Department</b>	Public Works Division
<b>Contact Name &amp; Phone</b>	Marlene Feist (509) 625-6505
<b>Contact Email</b>	mfeist@spokanecity.org
<b>Council Sponsor(s)</b>	Council Member Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: <u>5 mins</u>
<b>Agenda Item Name</b>	High System Tank Easement with SPS
<b>Summary (Background)</b>	<p>The City needs to site a new water tank in the High System Pressure Zone. In recent months, the City has been working with Spokane Public Schools on the possibility of placing the tank on a portion of the Hamblen Elementary School site near Crestline and 39<sup>th</sup> Avenue.</p> <p>The SPS Board is scheduled to consider both a permanent easement for the tank and a temporary easement for construction at its May 25 meeting. If the board approves the easements, then they would come forward to City Council for approval as well.</p> <p>The tank is needed to ensure the availability of adequate water during a fire emergency and meet demand for water in an area that includes much of the South Hill to the south of 14<sup>th</sup> Avenue. If the easements are approved, construction of the 2 million gallon tank is expected to begin in 2023.</p> <p>This collaboration is consistent with the partnership that we have cultivated with SPS, which has included the transfer of City property for new middle schools, combined Spokane Public Library and SPS facilities, and more.</p> <p>PW has been evaluating possible tank sites over the last couple of years. The Hamblen site was selected first in a public survey of the final three sites that were under consideration. The final three sites included 31<sup>st</sup> &amp; Napa, Hamblen Elementary, and a location on 37<sup>th</sup> Avenue. More than 56 percent of the nearly 850 respondents selected the Hamblen site as their first choice, compared to 22 percent for 31<sup>st</sup> &amp; Napa and 21 percent for 37<sup>th</sup> Avenue.</p>
<b>Proposed Council Action &amp; Date:</b>	Discussion only.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

After recording return document to:

City of Spokane

Attn: Clerk

5<sup>th</sup> Floor, City Hall

808 West Spokane Falls Blvd.

Spokane WA 99201

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

**Document Title: Water Reservoir Easement**

**Reference Number of Related Documents:**

**Grantor: Spokane School District No. 81**

**Grantee: City of Spokane**

**Legal Description:**

33-25-43 S696FT OF E1/2 OF NE1/4 OF SW1/4 EXC S390FT OF W300FT THEREOF

**Additional Legal Description is on Page 7 of Document**

**Assessor's Tax Parcel Number: 35333.0004**

## **WATER RESERVOIR EASEMENT**

This Water Reservoir Easement ("Easement") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2022, by **SPOKANE SCHOOL DISTRICT No. 81**, a Washington municipal corporation (the "**Grantor**"), and the **CITY OF SPOKANE**, a Washington municipal corporation ("**City**" or "**Grantee**"), hereinafter jointly referred to as "Parties".

WHEREAS, Grantor is the owner of the real property legally described and depicted in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Parties have agreed to the terms under which Grantor will grant the City an easement under, over, through, upon, and across the Property described in Exhibit A (the "Easement Area") for the purpose of construction, installation, operation, maintenance, repair, removal, and/or replacement of an above ground public water reservoir and related appurtenances therefor.

NOW, THEREFORE, in consideration of good and valuable consideration and the mutual covenants herein stated, receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Easement. Grantor hereby conveys and quitclaims to the City a perpetual non-exclusive easement over, under, through, across, and upon the Easement Area for purposes of constructing, installing, operating, maintaining, repairing, removing, and/or replacing an above ground public water reservoir together with related appurtenances, including supporting piping, electrical, and internal City telecommunications facilities there for (the "Water Reservoir"), including access to the same for such purposes. Subject to Grantor's approval, 3<sup>rd</sup> party wireless communications equipment may also be permitted.
2. Purpose. This Easement is granted solely for the purposes of allowing the City, through its officers, employees, contractors and agents, at all times to enter the Easement Area for the purposes of constructing, installing, operating, maintaining, repairing, removing and/or replacing the Water Reservoir. Grantee shall submit written notification to Grantor at least 60 days prior to any construction activity in the Easement Area. Grantee may conduct routine maintenance and repair on the Water Reservoir without said notification. Grantee shall exercise its rights under this agreement so as to minimize interference with Grantor's use of the property.
3. Non-Exclusive. The Easement is non-exclusive; provided, however, Grantor shall not grant or convey any new interest in the Easement Area that materially conflicts with the rights, privileges and interest of the City under this Easement.
4. Use of Easement Area By Grantor. Grantor hereby reserves and retains all other property rights in and to the Easement Area, including without limitation, the right to use the Easement Area for any purpose, so long as such use does not unreasonably interfere with the Grantee's rights. Provided, Grantor shall not place any permanent structures in the Easement Area without Grantee's written permission.
5. Ownership of Water Reservoir. The Water Reservoir and related appurtenances placed within the Easement Area shall remain the property of the City, with the City retaining authority over the facilities.
6. Condition of Easement Area. Upon each and every occasion that the City constructs, installs, repairs, maintains, removes, and/or replaces the Water Reservoir, it shall restore Grantor's surrounding property to the condition such surrounding property was in prior to any such work, to the extent any damage or disturbance of Grantor's surrounding property was caused by the City's construction, installation, repair, maintenance, removal, and/or replacement of the facilities. However, mature landscaping materials may be replaced with less mature material.
7. Successors. The easement described herein and the rights granted hereby shall run with the land. The duties and obligations of the Parties described in this Easement shall bind

and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

8. Utility Service. Nothing in this Easement shall create an obligation on the part of the City to pay for service connections near or adjacent to the Easement.
9. Indemnification. The City shall indemnify, defend, and hold the Grantor, its officers, agents, and employees harmless and free from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, the construction, installation, maintenance, operation, repair, removal, replacement, or use of the Water Reservoir pursuant to this Easement including the enjoyment of all privileges under this Easement, unless caused directly or indirectly by Grantor's negligence or intentional misconduct. The Grantor shall indemnify, defend, and hold the City, its officers, agents, and employees harmless and free from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, Grantor's activities in the Easement Area, unless caused directly or indirectly by the City's negligence or intentional misconduct.
10. Miscellaneous.

10.1 Partial Invalidity. If any term, covenant or condition of this Easement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Easement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Easement shall be valid and be enforced to the fullest extent permitted by law.

10.2 Notices. Any notices required in accordance with any of the provisions herein shall be delivered or mailed by registered or certified mail, postage prepaid and return receipt requested, to the addresses set forth below or at such other place as either party may in writing from time to time specify. Any such notice shall be deemed effective on the date of delivery or two (2) business days after mailing.

Notices to City:	Public Works & Utilities Director City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201
------------------	---

With a copy to:	Office of the City Attorney City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201
-----------------	---

Notices to Grantor:

Spokane School District No. 81  
200 N. Bernard St.  
Spokane, WA 99201

10.3 Amendments. No provision of this Easement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Easement shall not be effective or binding on any party until fully executed by both Parties hereto.

10.4 Interpretation. This Easement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Easement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

10.5 Time of the Essence. Time is of the essence of this Agreement.

10.6 Entire Agreement. This Easement and the exhibits to it constitute the entire agreement between the Parties with respect to the Easement, and supersede all prior agreements and understandings between the Parties relating to the subject matter of this Easement.

11. Government Approval. Grantor acknowledges and agrees that this Easement shall not become binding on the City unless and until it has been properly approved and signed by the Mayor.

12. Reversion. If Grantee abandons or ceases to use the Easement for a period of five (5) successive years, this Easement and all of Grantee's rights hereunder shall automatically terminate and revert to Grantor.

13. Restoration. Upon any termination of this Easement, Grantee shall promptly remove from the Easement Area the above ground public water reservoir and related appurtenances and shall restore the ground to the condition existing immediately prior to the signing of this Easement. Such work, removal and restoration shall be done at the sole cost and expense of the Grantee.

14. Obligations on Termination. No termination of Grantee's rights under this Easement shall release Grantee from any of its liabilities or obligations under this Easement prior to such termination.

Date: \_\_\_\_\_, 2022

SPOKANE SCHOOL DISTRICT NO. 81

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

Accepted and Approved

CITY OF SPOKANE

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

\_\_\_\_\_  
Authorized agent

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

Attest:

Approved as to form:

\_\_\_\_\_  
Clerk

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

STATE OF WASHINGTON :  
: SS.  
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_ day of \_\_\_\_\_, 2022, \_\_\_\_\_ signed this instrument, on oath state that she is authorized to execute the instrument as \_\_\_\_\_ of Spokane School District No. 81, and acknowledged it to be her 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.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at Spokane  
My commission expires: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

**COMMENCING** at a 5/8" rebar marking the Northwest Corner of Parcel "A" as shown on Record of Survey thereof recorded in Book 30 at Page 60, records of Spokane County, Washington; thence along the North line of said Parcel "A", South 89°37'19" East a distance of 372.91 feet to the **POINT OF BEGINNING** for this permanent easement; thence continuing along said North line, South 89°37'19" East a distance of 227.86 feet to the Northeast corner of said Parcel "A"; thence along the East line of said Parcel "A", South 00°00'01" East a distance of 240.41 feet; thence leaving said East line, South 89°59'59" West a distance of 203.31 feet to a concrete sidewalk ; thence along said sidewalk, North 20°44'51" West a distance of 12.18 feet; thence North 41°07'05" West a distance of 32.84 feet; thence leaving said sidewalk, North 00°22'41" East a distance of 205.79 feet to the POINT OF BEGINNING.

Containing 54,601.74 square feet of land, more or less.

Situate in City of Spokane, Spokane County, State of Washington.

**EASEMENT DRAWING**

Property Address: SW corner of Crestline Street & 39<sup>th</sup> Avenue;  
A PORTION OF THE E.1/2 OF THE NE. ¼ OF THE SW. ¼ OF S.33, T.25N., R.43E., W.M.,  
SPOKANE COUNTY, WA  
Assessor's Tax Parcel Number: 35333.0004

## TEMPORARY PERMIT TO ENTER

The Grantor, **Spokane School District No. 81**, a Washington municipal corporation, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged by both parties, conveys to the **City of Spokane**, a Washington municipal corporation, and its assignees, contractors and agents, as Grantee, the non-exclusive temporary right, privilege and permit of ingress and egress over, across, and upon the hereinafter described lands to facilitate construction of an above ground public water reservoir and related appurtenances at the adjacent Hamblen Elementary School. The rights and privileges granted hereunder will expire upon the City's completion of construction of the water reservoir and related appurtenances.

Said lands being situated in the City of Spokane, Spokane County, State of Washington, and described in Exhibit A (Legal Description of Permanent Easement Area) and Exhibit B (Depiction of Temporary Easement Area), together, the "Property."

By accepting and performing work under this permit, Grantee agrees to perform the work in a safe and proper manner and to return the Property to substantially the same condition as it was prior to the entry by Grantee. Grantee will perform its work with minimum disturbance to the Property according to the project specifications. Grantee shall submit a notification to the Grantor at least 60 days prior to any construction activity in the Temporary Easement Area. Grantee shall exercise its rights under this agreement so as to minimize interference with Grantor's use of the Property.

Grantee shall indemnify and hold Grantor harmless from any loss, liability or claim for injury or damage to persons or property arising on the Property by reason of the acts, omissions, negligence or carelessness of Grantee, its agents, servants, employees, customers, licensees or contractors.

It is understood and agreed that delivery of this permit is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Spokane unless and until accepted and approved hereon in writing for the City of Spokane, by and through its Director of Engineering Services, its authorized agent.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022

GRANTOR:

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

Attest:

\_\_\_\_\_  
Clerk

GRANTEE:

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

Approved as to form:

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

## EXHIBIT A

### LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

**COMMENCING** at a 5/8" rebar marking the Northwest Corner of Parcel "A" as shown on Record of Survey thereof recorded in Book 30 at Page 60, records of Spokane County, Washington; thence along the North line of said Parcel "A", South 89°37'19" East a distance of 372.91 feet to the **POINT OF BEGINNING** for this permanent easement; thence continuing along said North line, South 89°37'19" East a distance of 227.86 feet to the Northeast corner of said Parcel "A"; thence along the East line of said Parcel "A", South 00°00'01" East a distance of 240.41 feet; thence leaving said East line, South 89°59'59" West a distance of 203.31 feet to a concrete sidewalk ; thence along said sidewalk, North 20°44'51" West a distance of 12.18 feet; thence North 41°07'05" West a distance of 32.84 feet; thence leaving said sidewalk, North 00°22'41" East a distance of 205.79 feet to the POINT OF BEGINNING.

Containing 54,601.74 square feet of land, more or less.

Situate in City of Spokane, Spokane County, State of Washington

EXHIBIT B

DEPICTION OF TEMPORARY EASMENT

SCALE: 1"=150'



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

06/13/2022

**Date Rec'd**

5/31/2022

**Clerk's File #**

OPR 2022-0429

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

ENGINEERING SERVICES

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

DAN BULLER 625-6391

**Project #**

2020095

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

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

Contract Item

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

0370 – LOW BID AWARD – TO BE DETERMINED

**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on 6/6) (City, ST) for Sundance III Force Main - \$\_\_\_\_\_. An administrative reserve of \$\_\_\_\_\_, which is 10% of the contract price, will be set aside. (North Indian Trail Neighborhood)

**Summary (Background)**

On June 6, 2022 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_\_\_\_, which is \$\_\_\_\_\_ or \_\_\_\_\_% (above/below) the Engineer's Estimate of \$499,004.70; \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the 6/13 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ 0

# 4310 43387 94350 56501 15820

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 4/25

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

jgraff@spokanecity.org

ddaniels@spokanecity.org

pyoung@spokanecity.org

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Beggs & Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	Sundance Force Main Replacement
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• This project replaces a 650' length 4" diameter PVC sewage force (pressure) main with ductile iron pipe.</li> <li>• The City has been replacing its PVC force (pressure) mains with ductile iron due to problems (leaks/breaks) which have occurred over the years with PVC pipe. That is, PVC seems not to withstand over time the repeated pressure variations associated with pump on/off cycles. This force main is one of the last PVC force mains in the system.</li> <li>• The project will repave two blocks half width. See attached exhibit.</li> <li>• Work is planned this summer.</li> <li>• This project is locally funded.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	



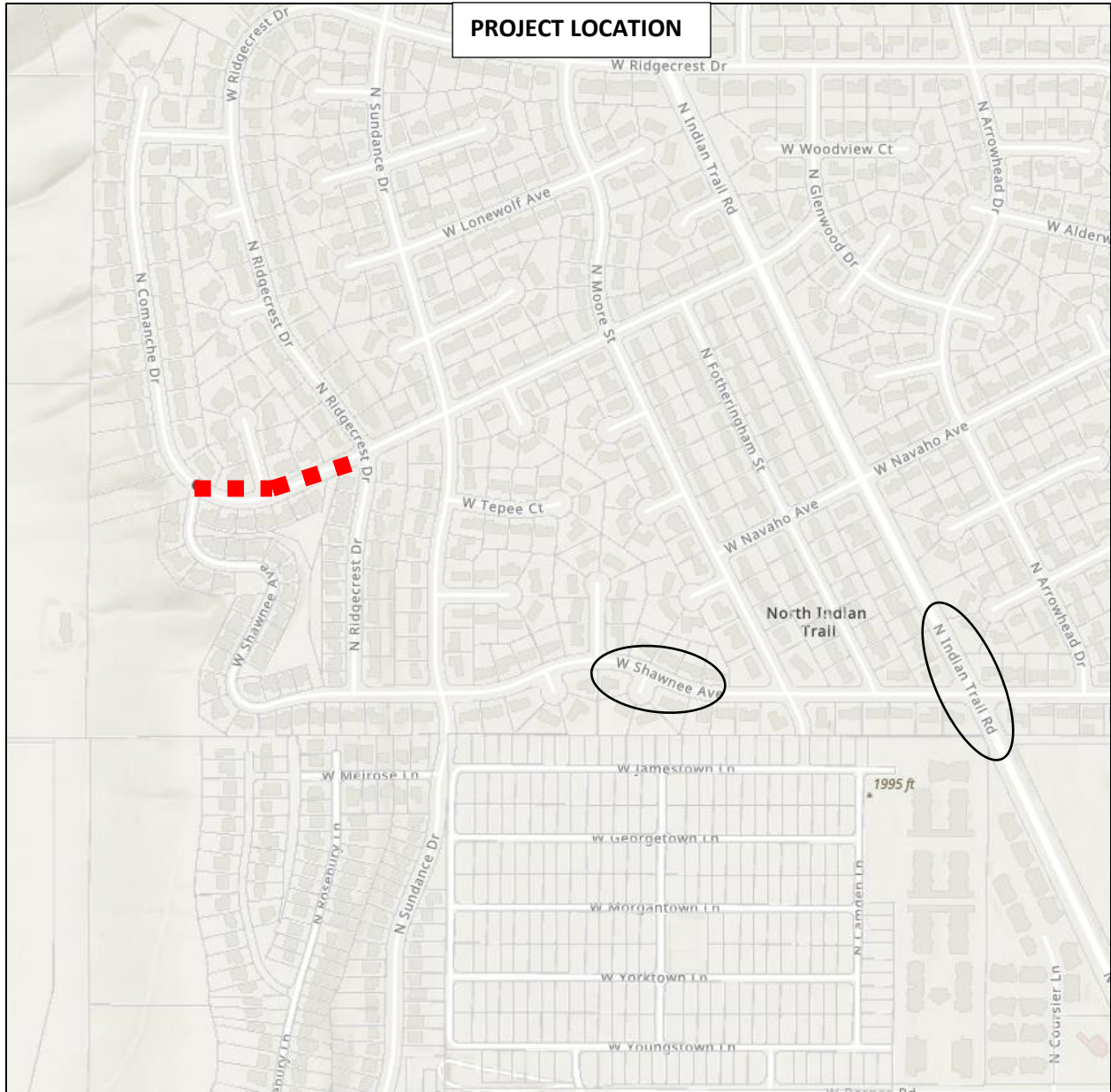
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

**PROJECT LOCATION**





# Agenda Sheet for City Council Meeting of: 06/13/2022

<b>Date Rec'd</b>	6/1/2022
<b>Clerk's File #</b>	OPR 2017-0501
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	PAID BY CLAIMS

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	SAM FAGGIANO 6818
<b>Contact E-Mail</b>	SFAGGIANO@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0500 SPECIAL COUNSEL CONTRACT AMENDMENT

## **Agenda Wording**

Amendment to contract with Etter, McMahon, Van Wert & Oreskovich, P.C., for outside counsel services in the legal matter West Terrace Golf, LLC v. COS. Increase \$50,000 for total contract amount of \$425,000.

## **Summary (Background)**

The City entered into a contract with the above firm for outside legal counsel services regarding the above matter. Additional funds are necessary.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense	\$ 50,000	<b>Budget Account</b>	# 5800-78100-14780-54601
Select	\$		#
Select	\$		#
Select	\$		#

## **Approvals**

<b>Dept Head</b>	PICCOLO, MIKE
<b>Division Director</b>	
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

## **Council Notifications**

<b>Study Session\Other</b>	Finance & Admin 5-16-22
<b>Council Sponsor</b>	CM Wilkerson

## **Distribution List**

mfc@ettermcmahon.com
sfaggiano@spokanecity.org
ESchoedel@spokanecity.org
rhulvey@spokanecity.org
sdhansen@spokanecity.org
James.Scott@davies-group.com
rkokot@spokanecity.org

## **Additional Approvals**

## **Purchasing**



**City of Spokane**  
**SPECIAL COUNSEL**  
**CONTRACT AMENDMENT #5**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ETTER, MCMAHON, LAMBERSON, VAN WERT & ORESKOVICH, P.C.**, whose address is 618 West Riverside Avenue, Suite 210, Spokane, WA 99201, as ("Firm"), Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City of Spokane, and its officers and employees regarding the matter of **WEST TERRACE GOLF, L.L.C. v. CITY OF SPOKANE**, consistent with applicable laws and this Contract.*

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

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated June 27, 2017 and July 17, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective upon signature by both parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$425,000.00)**.

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

**ETTER, MCMAHON, LAMBERSON,  
VAN WERT & ORESKOVICH, P.C.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

U2022-022

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

06/13/2022

**Date Rec'd**

6/1/2022

**Clerk's File #**

OPR 2021-0707

**Renews #****Cross Ref #****Project #****Bid #****Requisition #**PAID THRU  
CLAIMS**Submitting Dept**

CITY ATTORNEY

**Contact Name/Phone**

MICHAEL ORMSBY 6287

**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Contract Amendment with Summit Law Group who represents the City in an action brought against the City and various State agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers.

**Summary (Background)**

The Travis J. Wise, et. al., v. Governor Jay Inslee, et. al. action was filed in October seeking damages against the City for three SFD employees alleging impact against them by the enforcement of the requirement of mandatory vaccination for health care workers as they are EMT's. The City was successful in obtaining an Order to Dismiss the Wise case (which decision is being appealed). We request an additional \$60,000 for a total contract amount of \$185,000.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 60,000.00

# From Claims

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**

Public Safety 6/6/22

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

CM Kinnear

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

bethk@summitlaw.com

**For the Mayor**

ORMSBY, MICHAEL

mormsby@spokanecity.org

**Additional Approvals**

sdhansen@spokanecity.org

**Purchasing**

James.Scott@davies-group.com

rkokot@spokanecity.org



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Travis J. Wise, et. al., v. Governor Jay Inslee, et. al.; and

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

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

**1. CONTRACT DOCUMENTS.**

The Contract dated October 28, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on March 1, 2022.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$185,000.00)**.

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

**SUMMIT LAW GROUP**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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





# Agenda Sheet for City Council Meeting of:

06/13/2022

<b>Date Rec'd</b>	6/1/2022
<b>Clerk's File #</b>	OPR 2021-0722
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	PAID THRU CLAIMS

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	MICHAEL ORMSBY 6287
<b>Contact E-Mail</b>	MORMSBY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

## **Agenda Wording**

Contract Amendment with Summit Law Group who represents the City in an action brought against the City and various State agencies to prevent the enforcement of the vaccine mandate as applicable to health care workers.

## **Summary (Background)**

The Michael Bacon, et. al. v. City of Spokane, et. al. action was filed in mid October seeking damages against the City. A motion to Dismiss will be filed and we request an additional \$25,000 for a contract total of \$125,000.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense \$ 25,000

Select \$

Select \$

Select \$

## **Budget Account**

# From Claims

#

#

#

## **Approvals**

<b>Dept Head</b>	PICCOLO, MIKE
<b>Division Director</b>	
<b>Finance</b>	MURRAY, MICHELLE
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

## **Council Notifications**

<b>Study Session\Other</b>	Public Safety 6/6/22
<b>Council Sponsor</b>	CM Kinnear

## **Distribution List**

bethk@summitlaw.com
mormsby@spokanecity.org
sdhansen@spokanecity.org
James.Scott@davies-group.com
rkokot@spokanecity.org

## **Additional Approvals**

### **Purchasing**



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SUMMIT LAW GROUP**, whose address is 315 5th Avenue South, Suite #1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the lawsuit of Michael Bacon, et. al. v. City of Spokane, et. al.; and

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

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

**1. CONTRACT DOCUMENTS.**

The Contract dated October 29, 2021 and November 8, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

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

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**.

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

**SUMMIT LAW GROUP**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

22-110

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

06/13/2022

**Date Rec'd**

6/1/2022

**Clerk's File #**

OPR 2022-0430

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

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

LOREN SEARL 509-625-7821

**Contact E-Mail**

LSEARL@SPOKANECITY.ORG

**Cross Ref #****Project #****Bid #****Agenda Item Type**

Purchase w/o Contract

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

4100 - PURCHASE OF 1" COPPER PIPE

**Agenda Wording**

The water department is requesting the approval for multiple purchases of 1" copper that has exceeded the council approval limits.

**Summary (Background)**

With supply chain issues, the department has been required to make lower level purchases of 1" copper not on value blanket to keep operations going. On March 17th a purchase was made from Core & main for 2820 feet at \$8.50 ft totaling \$26,127.30 On April 13th a purchase was made from Core & Main for 4020 feet at \$9.50 ft totaling \$41,188.93 We currently have the ability to purchase another 2640 feet from Core & Main at \$4.11 ft for a total of \$11,826.94 All purchases total \$79,143.17

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ \$79,143.17

# 4100-42440-94340-56595

Select \$

#

Select \$

#

Select \$

#

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

SEARL, LOREN

**Study Session\Other**

PIES 5/23/2022

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Lori Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES)

<b>Submitting Department</b>	Water Department
<b>Contact Name &amp; Phone</b>	Loren Searl (509)625-7821
<b>Contact Email</b>	lsearl@spokanecity.org
<b>Council Sponsor(s)</b>	Council Member Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion
<b>Agenda Item Name</b>	Purchase of 1" copper pipe
<b>Summary (Background)</b>	<p>With current supply chain issues, the Water Department has not been able to receive the scheduled deliveries of copper from our spring purchase. In an attempt to keep inventory available to support continued developments and system maintenance needs, the department needed to purchase copper from additional sources.</p> <p>On March 17<sup>th</sup> a purchase was made from Core &amp; main for 2820 feet of copper for \$8.50 ft totaling \$26,127.30</p> <p>On April 13<sup>th</sup> a purchase was made from Core &amp; Main for 4020 feet of copper at \$9.50 ft totaling \$41,188.93</p> <p>We currently have the ability to purchase 2640' of copper from Core &amp; Main at last year's pricing of \$4.11 ft for a total of \$11,826.94</p> <p>All purchases represent a total spend of \$79,143.17</p>
<b>Proposed Council Action &amp; Date:</b>	Retroactive approval of prior purchases and current available purchase.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Water Rates  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

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

06/13/2022

**Date Rec'd**

5/25/2022

**Clerk's File #**

ORD C36220

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

ACCOUNTING

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

MICHELLE 509-625-6320

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

MMURRAY@SPOKANECITY.ORG

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

Special Budget Ordinance

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

5600 - SBO TO TRANSFER FUND BALANCE FOR PUBLIC SAFETY CAPITAL

**Agenda Wording**

A special budget ordinance to transfer Facilities-Capital fund balance to the Police and Fire Property Acquisition Funds for the purpose of public safety capital needs as identified in the 2022-2027 Citywide Capital Improvement Program.

**Summary (Background)**

Since 2014, the Police and Fire capital programs have been funded by a series of SIP loans funded on an annual basis for capital purchases in the six-year capital plan. It has not been determined if a SIP loan for 2022 capital purchases will be issued. The SBO would transfer Facilities-Capital unappropriated reserves, that have accumulated for the purpose of debt service and capital purchases, to the Police and Fire capital funds to allow for their 2022 capital purchases.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 850,000

# 5901-79125-97187-80101

Expense \$ 850,000

# 5901-79115-97186-80101

Revenue \$ 850,000

# 5902-79115-99999-39797

Expense \$ 850,000

# 5902-79115-94000-56404

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

MURRAY, MICHELLE

**Study Session\Other**

Finance Committee -

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Wilkerson / CM

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

mmurray@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

twallace@spokanecity.org

**Additional Approvals**

budget@spokanecity.org

**Purchasing**

kschmitt@spokanecity.org

**MANAGEMENT &**

INGIOSI, PAUL



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

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Revenue     **\$** 850,000

Expense     **\$** 850,000

**Budget Account**

**#** 5903-79125-99999-39797

**#** 5903-79125-94220-56404

**Distribution List**




ORDINANCE NO C36220

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to establish and make changes in the appropriations of the Asset Management Capital 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 Asset Management Capital Fund, and the budget annexed thereto with reference to the Asset Management Capital Fund, the following changes be made:

- (1) Increase appropriation by \$ 1,700,000.
- (A) \$ 850,000 of the increased appropriation is transferred from the Asset Management Capital to the Asset Management Fire Capital Fund.
- (B) \$850,000 of the increased appropriation is transferred from the Asset Management Capital Fund to the Asset Management Police Capital Fund.

Section 2. That in the budget of the Asset Management Fire Capital Fund, and the budget annexed thereto with reference to the Asset Management Fire Capital Fund, the following changes be made:

- (1) Increase revenue appropriation by \$ 850,000.
- (A) Of the increased appropriation \$ 850,000 is a transfer from Asset Management Capital fund.
- (2) Increase appropriation by \$ 850,000
- (B) Of the increased appropriation \$ 850,000 is provided solely for capital expenditures related to Fire.

Section 3. That in the budget of the Asset Management Police Capital Fund, and the budget annexed thereto with reference to the Asset Management Police Capital Fund, the following changes be made:

- (1) Increase revenue appropriation by \$ 850,000.
- (A) Of the increased appropriation \$ 850,000 is a transfer from Asset Management Capital fund.
- (2) Increase appropriation by \$ 850,000
- (B) Of the increased appropriation \$ 850,000 is provided solely for capital expenditures related to Police.

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for capital expenditures in the Asset Management Fire Capital Fund and the Asset Management Police Capital Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

Approved as to form: \_\_\_\_\_

Assistant City Attorney

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Mayor

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Date

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Effective Date

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council						
<b>Subject:</b>	Asset Capital Fire & Police						
<b>Date:</b>	4/11/22						
<b>Contact (email &amp; phone):</b>	Michelle Murray <a href="mailto:mmurray@spokanecity.org">mmurray@spokanecity.org</a> 509-625-6320						
<b>City Council Sponsor:</b>							
<b>Executive Sponsor:</b>	Tonya Wallace						
<b>Committee(s) Impacted:</b>	Finance and Administration Committee						
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative						
<b>Alignment:</b>							
<b>Strategic Initiative:</b>							
<b>Deadline:</b>							
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO to utilize existing reserves in the Asset Management Fund to fund 2022 Fire & Police Capital as per the Capital Plan						
<b>Background/History:</b>							
<p><u>Executive Summary:</u>          Since 2014 the Police and Fire Capital Program has been funded by a series of SIP Loans that were funded on an annual basis for capital purchases in the six year capital plan. In 2022 it has not been determined if a SIP Loan will be issued for 2022 capital purchases leaving them in unfunded status. This SBO would allow Asset Management Capital funds to use unappropriated reserves from the General Fund that have accumulated in the Asset Management Capital fund for the purpose of debt service and capital purchases.</p> <p>This amount is identified as a funding source in the capital plan and are surplus funds contributed to the Asset Management Capital Fund over what the 2022 requirement for debt service is and is making these funds available for capital purchases.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Fire's proportionate share</td> <td style="text-align: right;">\$ 850,000</td> </tr> <tr> <td>Police's proportionate share</td> <td style="text-align: right;">\$ 850,000</td> </tr> <tr> <td>Total Ask</td> <td style="text-align: right;">\$ 1,700,000</td> </tr> </table>		Fire's proportionate share	\$ 850,000	Police's proportionate share	\$ 850,000	Total Ask	\$ 1,700,000
Fire's proportionate share	\$ 850,000						
Police's proportionate share	\$ 850,000						
Total Ask	\$ 1,700,000						
<b>Budget Impact:</b>							
TOTAL COST:							
Approved in current year budget?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A						
Annual/Reoccurring expenditure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A						
If new, specify funding source:							
Other budget impacts: (revenue generating, match requirements, etc.)							
<b>Operations Impact:</b>							
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A						
Requires change in current operations/policy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A						
Specify changes required:							
Known challenges/barriers:							



# Agenda Sheet for City Council Meeting of: 06/13/2022

<b><u>Date Rec'd</u></b>	5/25/2022
<b><u>Clerk's File #</u></b>	ORD C36221
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	CITY COUNCIL
<b><u>Contact Name/Phone</u></b>	ZACK ZAPPONE X6256
<b><u>Contact E-Mail</u></b>	ZZAPPONE@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Special Budget Ordinance
<b><u>Agenda Item Name</u></b>	0320 - COMMUNITY CROSSWALK SBO

## **Agenda Wording**

Funding for pilot programs related to community crosswalks and street murals.

## **Summary (Background)**

SBO increasing appropriations of the Traffic Calming Measures Fund by \$972,750. \$672,750 will go towards a three-year Street Mural Pilot Program while \$300,000 will go towards a a three-year Community Crosswalks Pilot Program.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense	\$ 972,750	<b><u>Budget Account</u></b>
Select	\$	# Traffic Calming
Select	\$	#
Select	\$	#
Select	\$	#

## **Approvals**

**Dept Head** ALLERS, HANNAHLEE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

## **Additional Approvals**

**Purchasing**

## **Council Notifications**

**Study Session\Other** 5/23 PIES Committee

**Council Sponsor** CMs Stratton, Wilkerson & Zappone

## **Distribution List**

jgunn@spokanecity.org

## Committee Agenda Sheet

### [COMMITTEE]

<b>Submitting Department</b>	City Council – Zack Zappone
<b>Contact Name &amp; Phone</b>	Jeff Gunn (509) 625-6718
<b>Contact Email</b>	<a href="mailto:jgunn@spokanecity.org">jgunn@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Zappone, CM Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion         Time Requested: <u>10 minutes</u>
<b>Agenda Item Name</b>	Community Crosswalks
<b>Summary (Background)</b>	<p>A Resolution regarding the approval of a three-year Community Crosswalk Pilot Program to be paid through the Traffic Calming Measures Fund for up to \$300,000.</p> <p>A Community Crosswalk Pilot Program would allow each Council District to apply for two Community Crosswalks over a three-year period to equal six total crosswalks.</p> <p>These crosswalks will serve as traffic calming measures, in accordance with recommendations from the National Association of City Transportation Officials, while also showcasing our unique neighborhoods and diverse communities.</p>
<b>Proposed Council Action &amp; Date:</b>	File for Council action on June 13 <sup>th</sup> .

**Fiscal Impact:**

Total Cost: \$300,000

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

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Traffic Calming Measures Fund

Expense Occurrence ☒ One-time ☐ Recurring

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

This proposal will provide representation to historically excluded communities through the implementation of community crosswalks. These crosswalks have been utilized throughout the country to show and celebrate the diversity of a city.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Demographic data will be collected to ensure the crosswalks are located in a way that gives representation to race, ethnicity, gender identity, national origin, income level, disability, sexual orientation and other existing disparities.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Data will be collected regarding car crashes and pedestrian safety to ensure that the crosswalks are acting as effective traffic calming measures.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal is in alignment with the Spokane Municipal Code (17H.010.210) as well as Chapter Four, Transportation, of the Comprehensive Plan.

## ORDINANCE NO C36221

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

**WHEREAS**, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Traffic Calming Measures 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,

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

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

- 1) Increase appropriations by \$972,750
  - A) Of the increased appropriation, \$300,000 is to be used for the implementation of a three-year "Community Crosswalks" pilot program to include:
    - i.) A total of six decorative crosswalks to be administered in accordance with the Spokane Streets Department to ensure the designs meet the standards set by the National Association of City Transportation Officials, thus adhering to the Spokane Municipal Code Section 17H.010.210.
  - B) Of the increased appropriation, \$672,750 is to be used to administer a three-year "Residential Street Murals" pilot program to include up to two street murals per neighborhood during the three-year pilot program.

**Section 2.** It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase pedestrian safety at crosswalks, while adding character to our neighborhoods and showing inclusivity to our diverse communities, 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** by the City Council on \_\_\_\_\_.

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Council President

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney

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Mayor

---

Date

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Effective Date



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

06/13/2022

**Date Rec'd**

5/25/2022

**Clerk's File #**

RES 2022-0053

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

CITY COUNCIL

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

ZACK ZAPPONE X6256

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

ZZAPPONE@SPOKANECITY.ORG

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

Resolutions

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

0320 - COMMUNITY CROSSWALK RESOLUTION

**Agenda Wording**

Creating a pilot program for community crosswalks in all three Council Districts.

**Summary (Background)**

Approval of a three-year Community Crosswalk Pilot Program to be paid through the Traffic Calming Measures Fund for up to \$300,000. Community Crosswalk Pilot Program would allow each Council District to apply for two Community Crosswalks over a three-year period to equal six total crosswalks. Will serve as traffic calming measures, in accordance with recommendations from the National Association of City Transportation Officials, while also showcasing our neighborhoods/diverse communities.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

5/23 PIES Committee

**Division Director****Council Sponsor**CMs Stratton, Wilkerson  
and Zappone**Finance****Distribution List****Legal**

jgunn@spokanecity.org

**For the Mayor****Additional Approvals****Purchasing**

## Committee Agenda Sheet

### [COMMITTEE]

<b>Submitting Department</b>	City Council – Zack Zappone
<b>Contact Name &amp; Phone</b>	Jeff Gunn (509) 625-6718
<b>Contact Email</b>	<a href="mailto:jgunn@spokanecity.org">jgunn@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Zappone, CM Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion         Time Requested: <u>10 minutes</u>
<b>Agenda Item Name</b>	Community Crosswalks
<b>Summary (Background)</b>	<p>A Resolution regarding the approval of a three-year Community Crosswalk Pilot Program to be paid through the Traffic Calming Measures Fund for up to \$300,000.</p> <p>A Community Crosswalk Pilot Program would allow each Council District to apply for two Community Crosswalks over a three-year period to equal six total crosswalks.</p> <p>These crosswalks will serve as traffic calming measures, in accordance with recommendations from the National Association of City Transportation Officials, while also showcasing our unique neighborhoods and diverse communities.</p>
<b>Proposed Council Action &amp; Date:</b>	File for Council action on June 13 <sup>th</sup> .

**Fiscal Impact:**

Total Cost: \$300,000

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

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Traffic Calming Measures Fund

Expense Occurrence ☒ One-time ☐ Recurring

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

This proposal will provide representation to historically excluded communities through the implementation of community crosswalks. These crosswalks have been utilized throughout the country to show and celebrate the diversity of a city.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Demographic data will be collected to ensure the crosswalks are located in a way that gives representation to race, ethnicity, gender identity, national origin, income level, disability, sexual orientation and other existing disparities.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Data will be collected regarding car crashes and pedestrian safety to ensure that the crosswalks are acting as effective traffic calming measures.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This proposal is in alignment with the Spokane Municipal Code (17H.010.210) as well as Chapter Four, Transportation, of the Comprehensive Plan.

## **RESOLUTION NO. 2022-0053**

A Resolution regarding the approval of a three-year Community Crosswalk Pilot Program to be paid through the Traffic Calming Measures Fund for up to \$300,000.

**WHEREAS**, the City Council has adopted Resolution No. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras; and

**WHEREAS**, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects, in which the goal is to make our neighborhoods more livable and safer for all users; and

**WHEREAS**, the Institute of Transportation Engineers defines traffic calming as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users;” and

**WHEREAS**, crosswalks serve as a traffic calming measure, encouraging drivers to slow down and yield to pedestrians; and

**WHEREAS**, section 17H.010.210 of the Spokane Municipal Code states, “The design of marked crosswalks on arterial streets shall meet guidance in the Federal Highway Administration Best Practices Design Guide, NACTO or other nationally recognized guidelines” and

**WHEREAS**, the National Association of City Transportation Officials (NACTO) recommends the use of decorative crosswalks as a tool to improve pedestrian safety, while simultaneously adding character to a neighborhood, stating, “They help define the pedestrian space and discourage vehicles from encroaching upon the pedestrian crossing area. They also help to beautify the streetscape and add a specific character to a neighborhood;” and

**WHEREAS**, the City of Spokane aims to be an inclusive and welcoming city to all, and community crosswalks, which are decorative crosswalks, provide an opportunity to improve pedestrian safety while showcasing our distinct neighborhoods and diverse communities; and

**WHEREAS**, these objectives can be achieved by implementing a three-year Community Crosswalk Pilot Program; and

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council moves to approve Resolution No. 2022 – in order to create a three-year Community Crosswalk Pilot Program to be paid through the Traffic Calming Measures Fund for up to \$300,000. This program will allow for two community crosswalks per district over a three-year period to equal six community crosswalks in total.

**BE IT ALSO RESOLVED** that the Council will ensure the first community crosswalk will be a rainbow painted crosswalk to show solidarity and support for our LGBTQ+ community members ahead of Pride Month and it will serve as a kick-off to the Community Crosswalk Pilot Program.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

City Clerk

Approved as to form:

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Assistant City Attorney



# Agenda Sheet for City Council Meeting of: 06/13/2022

<b><u>Date Rec'd</u></b>	6/1/2022
<b><u>Clerk's File #</u></b>	RES 2022-0054
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	C36060
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	WATER & HYDROELECTRIC SERVICES
<b><u>Contact Name/Phone</u></b>	MARLENE FEIST 625-6505
<b><u>Contact E-Mail</u></b>	MFEIST@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Resolutions
<b><u>Agenda Item Name</u></b>	5200 - WATER FEE SCHEDULE UPDATES

## **Agenda Wording**

A resolution regarding amendment to the City of Spokane Water and Hydroelectric Department - Fee & Cost Schedule.

## **Summary (Background)**

The City updated and revised its Water Rate Ordinances in November 2020. During the update process, water fees and costs were removed from the SMC and incorporated into a Public Rule and Procedure Fee Schedule - Rule 4100-20-02, which was adopted on November 17, 2020. Since adoption, costs have increased necessitating an update of the Public Rule and Procedure Fee Schedule to reflect current costs for 2022.

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

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SEARL, LOREN	<b><u>Study Session\Other</u></b>	PIES 4/25 & 5/23
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Council Sponsor</u></b>	Beggs/Kinnear
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH		
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Submitting Department</b>	Water and Hydroelectric Department
<b>Contact Name &amp; Phone</b>	Loren Searl – 625-7840
<b>Contact Email</b>	LSearl@spokanecity.org
<b>Council Sponsor(s)</b>	Beggs and Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion      Time Requested:
<b>Agenda Item Name</b>	Public Rule Water Fees and Costs
<b>Summary (Background)</b>	<p><i>The City updated and revised its Water Rate Ordinances in November 2020. During the update process, water fees and costs were removed from the SMC and incorporated into a Public Rule and Procedure Fee Schedule – Rule 4100-20-02, which was adopted on November 17, 2020.</i></p> <p><i>Since adoption, costs have increased necessitating an update of the Public Rule and Procedure Fee Schedule to reflect current costs for 2022.</i></p>
<b>Proposed Council Action &amp; Date:</b>	Approve May 23, 2022
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This work is designed to manage costs and continue service delivery in support of all citizens and ratepayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance. This Public Rule is a cost recovery of supplies provided for the water system.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This Public Rule is consistent with the City's requirement for cost recovery of supplies.



## **RESOLUTION**

A resolution regarding amendment to the City of Spokane Water and Hydroelectric Department – Fee & Cost Schedule.

WHEREAS, the City of Spokane Water and Hydroelectric Department Water Code is contained in Chapter 13.04 of the Spokane Municipal Code (SMC); and

WHEREAS, Chapter 13.04.030 of the SMC provides the General Provisions for Rates and Regulations: and

WHEREAS, on November 9, 2020, the City adopted the Public Rule and Procedure Regarding the Water and Hydroelectric Department Fee and Cost Schedule; and

WHEREAS, during the past 6- 12 months the City has seen costs for supplies and materials substantially increase and as a result, it is necessary to update the Fee and Cost Schedule to accommodate the actual costs of administration and equipment of the Water and Hydroelectric Department; and

WHEREAS, the Water and Hydroelectric Department - Fee & Cost Schedule Public Rule is attached and available to members of the public as attached hereto as Attachment “A”.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves the amendment of the PUBLIC RULE AND PROCEDURE REGARDING THE WATER AND HYDROELECTRIC DEPARTMENT – FEE AND COST SCHEDULE, as contained in Attachment “A”.

ADOPTED by City Council this \_\_\_\_ day of May 2022.

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

Approved as to form:

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

CITY OF SPOKANE  
PUBLIC RULE  
DEPARTMENT POLICY AND PROCEDURE

CITY OF SPOKANE WATER AND HYDROELECTRIC DEPARTMENT PUBLIC RULE AND PROCEDURE	RULE 4100-20-02 LGL 2022-0024
TITLE: WATER AND HYDROELECTRIC DEPARTMENT – <b>FEE SCHEDULE</b>	
EFFECTIVE DATE: DECEMBER 17, 2020 REVISION DATE: <b>JUNE 1, 2022</b>	

1.0 GENERAL

- 1.1 The City of Spokane Water and Hydroelectric Department established the following public rule, policy, procedures, and fee schedule.

The Public Rule relates to the charges of fees and costs for various services related to the Water and Hydroelectric Department from the City of Spokane.

The administrative fees and costs schedule can be found onsite at Water and Hydroelectric Department located at: 914 East North Foothills Drive, Spokane, Washington 99207.

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 Water and Hydroelectric Department, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.04  
Chapter 246-290 WAC – Group A Public Water Systems  
Chapter 246-293 WAC – Water System Coordination Act  
Chapter 70A.120 RCW – Public Water Supply System  
City of Spokane Public Rule 4100-20-01, Water Hydrant Usage Policy and Fees  
dated June 25, 2020.

#### 4.0 DEFINITIONS

4.1 See SMC 13.04.0816 & Chapter 13.04 SMC

#### 5.0 POLICY

5.1 It is the policy of the City of Spokane to adopt fees for reimbursement of costs for administering the City's Water and Hydroelectric Department programs in compliance with Department of Health regulations.

#### 6.0 PROCEDURE

6.1 The Water & Hydroelectric Department fees and costs for various services related to the Water and Hydroelectric programs and services of the City of Spokane.

6.2 These fees and costs are intended to cover the costs of administration of the Water and Hydroelectric Department, including but not limited to, costs associated with permits, tap and meter connections, monitoring, inspections, sampling, analysis, publication, processing, and violation remediation.

6.3 Current Fees and Charges:

6.3.1 Meter Fees and Tap Fees are charged as stated in Appendix A, attached.

6.3.2 Return Inspection Fees and Reschedule Fees are charged based on actual charges for the number of hours spent and level of work performed.

6.3.3 Administrative Appeal: Two hundred fifty dollars (\$250.00).

6.3.4 Publication of significant non-compliance notice: Costs are billed, and payable in advance.

6.3.5 Monitoring, inspection, surveillance, sampling fees: Costs are determined and billed by the Director.

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

6.3.7 Administrative Penalty: Five hundred dollars (\$500.00)

6.3.8 Any other review or approval by the Director not otherwise specified above: Hourly basis based on staff time.

## 7.0 RESPONSIBILITIES

The Water and Hydroelectric Department through the City's Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Unpaid charges, fines, and penalties shall, after thirty calendar days (30), be assessed an additional penalty of one percent (1.00%) of the unpaid balance per month.

## 8.0 APPENDICES

### 8.1 Appendix A – Meter Fees and Tap Fees for 2022

APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division or Department Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# APPENDIX A

## 2022 METER FEES & TAP FEES

Meter Fees	Fee Dollar Amount
Type: Hydrant Flow Test	1,077.03
Type: After Hours Fee	1,728.12
Type: Meter Test Fee	302.28
2" Fire Meter W/ DCDVA	7,422.19
Type: 2" Fire Meter W/0 DCDVA	1,274.85
Type: Utility Offset (based on 8")	3,054.45
Type: 3" Meter- Domestic W / DCVA	10,507.68
Type: 3" Meter - Domestic W/0 DCVA	7,105.75
Type: 4" Meter - Domestic W/ DCVA	10,212.91
Type: 4" Meter - Domestic W/0 DCVA	8,804.06
Type: 6" Meter - Domestic W/ DCVA	14,363.55
Type: 6" Meter- Domestic W/0 DCVA	12,298.44
Type: 3" Meter- Irrigation W/ DCVA	7,303.23
Type: 3" Meter- Irrigation W/0 DCVA	5,891.95
Type: 4" Meter - Irrigation W/ DCVA	8,084.44
Type: 4" Meter - Irrigation W/0 DCVA	6,498.13
Type: 6" Meter- Irrigation W/ DCVA	12,546.69
Type: 6" Meter - Irrigation W/0 DCVA	10,481.58
Type: 4" Meter - Domestic/Fire W/ DCVA	11,246.33
Type: 4" Meter - Domestic/Fire W/0 DCVA	10,879.69

Type: 6" Meter - Domestic/Fire W/0 DCVA	14,138.26
Type: 8" Meter - Domestic/Fire W/ DCVA	22,236.91
Type: 8" Meter - Domestic/Fire W/0 DCVA	17,971.78
Type: 10" Meter - Domestic/Fire W/ DCVA	30,536.93
Type: 10" Meter - Domestic/Fire W/0 DCVA	24,990.09
Type: 4" Meter- Fire W/ DCVA	5,195.78
Type: 6" Meter- Fire W/ DCVA	5,940.84
Type: 8" Meter- Fire W/ DCVA	7,076.39
Type: 10" Meter - Fire W/ DCVA	8,858.75
Type: 4" Meter- Fire W/0 DCVA	2,074.44
Type: 6" Meter- Fire W/0 DCVA	2,117.79
Type: 8" Meter-Fire W/0 DCVA	2,199.08
Type: 10" Meter - Fire W/0 DCVA	2,168.65
Type: 3/4" Meter- Domestic or Irrigation In PVC Box	2,424.56
Type: 3/4" Meter- Domestic or Irrigation In Concrete Box	2,684.99
Type: 3/4" Meter- Domestic or Irrigation In Building	967.26
Type: 1" Meter - Domestic or Irrigation In PVC Box	2,460.18
Type: 1" Meter - Domestic or Irrigation In Concrete Box	2,924.20
Type: 1" Meter - Domestic or Irrigation In Building	852.25
Type: 1" Meter - Domestic or Irrigation In Vault	1,436.23
Type: 2" Meter- Irrigation	2,561.78
Type: 2" Meter - Domestic	2,539.34
Type: 1 1/2" Meter - Irrigation	2,471.90
Type: 1 1/2" Meter - Domestic	2,396.10

Type: Upsize to 3/4" Meter	407.50
Type: Upsize to 1" Meter	666.30
Type: Valve Replacement	311.45
Type: Frozen 5/8" Meter	379.78
Type: Frozen 3/4" Meter	337.41
Type: Frozen 1" Meter	500.65
Type: Frozen 1 1/2" Meter	959.06
Type: Frozen 2" Meter	1,102.30

<b>Tap Fees</b>	<b>Fee Dollar Amount</b>
Type: 1" Tap	1,773.45
Type: 2" Tap	1,801.48
Type: 4" Tap	4,861.06
Type: 6" Tap	4,970.91
Type: 8" Tap	6,001.71
Type: 10" Tap	7,448.81
Type: 12" Tap	10,772.56

<b>Miscellaneous Fees</b>	<b>Fee Dollar Amount</b>
On Property Water Service Repair	158.39
Chlorination 3,000' or less	316.76
Re-Inspection	158.39
New Hydrant Install	6,969.58
Water Main Tie In	1,098.90
New Install Rescheduling	315.15

Updated and revised May 2022

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

06/06/2022

**Date Rec'd**

5/25/2022

**Clerk's File #**

ORD C36218

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

PARKS - RECREATION

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

GARRETT JONES 363-5462

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

GJONES@SPOKANECITY.ORG

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

First Reading Ordinance

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

1400 SMC CHAPTER 04.11 LANGUAGE ADD RELATING TO PARK BOARD TERMS

**Agenda Wording**

Spokane Municipal Code Chapter 04.11 language add relating to Park Board member terms

**Summary (Background)**

SMC Chapter 04.11 reads Park Board members "shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position. The Park Board views this language is contrary to that of the Park Board charter language, tradition and practice. Proposed language reads "Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of the member's term."

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

CONLEY, JASON K.

**Study Session\Other**

UE - 5/9/2022

**Division Director**

JONES, GARRETT

**Council Sponsor**

Stratton and Zappone

**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

RICHMAN, JAMES

pclarke@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**



## Urban Experience Committee Agenda Sheet

<b>Submitting Department</b>	Parks and Recreation
<b>Contact Name &amp; Phone</b>	Garrett Jones – 509-363-5462
<b>Contact Email</b>	gjones@spokanecity.org
<b>Council Sponsor(s)</b>	Councilmembers Karen Stratton and Zack Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion      Time Requested: 10 minutes
<b>Agenda Item Name</b>	Spokane Municipal Code Chapter 04.11 language add relating to Park Board member terms
<b>Summary (Background)</b>	<p>Currently SMC 04.01.030 reads: Unless otherwise specifically prohibited by the document creating the appointment to a City board, commission or agency, the incumbent members appointed by the city council shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position. The proposed language change to Section 04.11.015 reads as follows: Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of the member's term.</p> <p>The Park Board Charter contains specific language, stating the time and date dictating when an expired Park Board member's term ends, and this language is consistent with the tradition and practice of expired Park Board member terms, mandating that a member not return to their seat, if vacant. The allowance of the SMC language for an expired member to remain in their seat is contrary to that of the Park Board charter language, tradition, and practice. For this reason, the Park Board wishes to have consistency which respects its charter language, tradition and practice.</p>

<b>Proposed Council Action &amp; Date:</b>	Approve proposed language to the Spokane Municipal Code Chapter 04.11
<b>Fiscal Impact:</b> Total Cost: <u>Budget neutral</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p>

ORDINANCE NO. C36218

An ordinance relating to membership terms Spokane Park Board members, adopting a new section 04.11.015 to Chapter 4.11 of the Spokane Municipal Code.

WHEREAS, the Spokane Park Board is established pursuant to Article V of the City of Spokane Charter; and

WHEREAS, pursuant to Charter Sections 41 and 42, Park Board members are appointed by the City Council and their membership is limited to two five-year terms; and

WHEREAS, pursuant to Spokane Municipal Code (SMC) Section 04.01.030D, unless otherwise specifically prohibited by the document creating the appointment to a City board, an incumbent board member shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position; and

WHEREAS, the Park Board recently voted unanimously to ask the Spokane City Council to amend Chapter 04.11 SMC to provide that, notwithstanding SMC 04.01.030D, a park board member whose term has expired may not continue to serve after expiration of the member's term;-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 04.11.015 to Chapter 04.11 SMC to read as follows:

**Section 04.11.015 Park Board – Term of Office**

Notwithstanding any other provision of law, a park board member whose term has expired may not continue to serve after expiration of the member's term.

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

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

Attest:

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

\_\_\_\_\_  
Mayor

Approved as to form:

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

\_\_\_\_\_  
Date

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

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

06/06/2022

**Date Rec'd**

5/25/2022

**Clerk's File #**

ORD C36219

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

DSC, CODE ENFORCEMENT &amp;

**Cross Ref #**

ORD C30366

**Contact Name/Phone**

ELDON BROWN X6305

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

EBROWN@SPOKANECITY.ORG

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

First Reading Ordinance

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

4700 - AMENDING ORDINANCE C-30366

**Agenda Wording**

Amending Ordinance C-30366 to release a portion of an easement

**Summary (Background)**

The property located at 1841 E Pinecrest Rd (parcel 35283.3023) is encumbered by an easement that the City reserved in Vacation Ordinance C30366 when Napa was vacated between 26th & Pinecrest. The property owners would like to reduce the easement so the lot could become more buildable and Engineering has contacted all easement holders (Avista, Comcast, Lumen, and City Wastewater Dept).

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

MACDONALD, STEVEN

**Study Session\Other**

PIES 5/24/22

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CMs Betsy Wilkerson &amp;

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHTMAN, JAMES

edjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

ebrown@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

**Purchasing**

smacdonald@spokanecity.org

rbenzie@spokanecity.org



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

**Agenda Wording**

**Summary (Background)**

The easement holders have all agreed to a 10' reduction only because of all the utilities currently located in the 60' wide easement. We have checked with the easement holders and they are ok with the release.

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


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

## ORDINANCE NO. C36219

An ordinance amending Ordinance C-30366 that vacated Napa from Pinecrest to the south line of 26<sup>th</sup> Court and Napa Street from the south line of Pinecrest Avenue to 150 feet south of Pinecrest Avenue.

WHEREAS, a petition for the vacation of Napa from Pinecrest to the south line of 26<sup>th</sup> Court and Napa Street from the south line of Pinecrest Avenue to 150 feet south of Pinecrest Avenue. has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That Napa from Pinecrest to the south line of 26<sup>th</sup> Court and Napa Street from the south line of Pinecrest Avenue to 150 feet south of Pinecrest Avenue is hereby vacated.

Section 2. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to one-half (1/2) the appraised value of the area herein vacated.

Section 3. An unobstructed easement is reserved and retained over and through the entire vacated area **except the west 10 feet of Napa Street from the South Line of 26<sup>th</sup> Ct. to Pinecrest Rd.** for utility services of **Lumen U.S. West Telephone Company, Avista Utilities Washington Water Power Company, Comcast Cox Cable Spokane** and the City of Spokane and no building or other structure shall be erected or placed thereon without the prior written approval of the director of Public Works.



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

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

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

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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





# Ordinance C-30366 Easement Modification



**Right-of-way Description:**  
Napa St. between 26th Ct. and Pinecrest Rd.

**Easement Released:**  
The west 10' of Napa

## Legend

-  Original Easement Reservation
-  Easement Release 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.





## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability Committee

<b>Submitting Department</b>	Developer Services Center
<b>Contact Name &amp; Phone</b>	Eldon Brown
<b>Contact Email</b>	<a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Betsy Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Amending Ordinance C-30366 to reduce an easement
<b>Summary (Background)</b>	<p><b><u>Background Information</u></b></p> <p>The property located at 1841 E Pinecrest Rd (parcel 35283.3023) is encumbered by an easement that the City reserved in Vacation Ordinance C30366 when Napa was vacated between 26<sup>th</sup> &amp; Pinecrest.</p> <p>The property owners would like to reduce the easement so the lot could become more buildable and Engineering has contacted all easement holders (Avista, Comcast, Lumen, and City Wastewater Dept).</p> <p>The easement holders have all agreed to a 10' reduction only because of all the utilities currently located in the 60' wide easement.</p> <p>To reduce the easement, Engineering is preparing an ordinance for City Council's consideration that would amend Ordinance C30366 and reduce the easement.</p>
<b>Proposed Council Action &amp; Date:</b>	Precedes a new first reading of the amended ordinance
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/>  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	

<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p>
<p>Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.</p>