

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 23, 2013

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for September 23, 2013:

User Name: **COS Guest**
Password: **bABA4uCr**

Please note the space in user name. Also, both user name and password are case sensitive.

CITY COUNCIL BRIEFING SESSION

The purpose of this meeting is for Council Members, City Staff and Counsel to review items on the Current Agenda for this evening's Council Meeting. Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one 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 as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

The following item (PRO 2013-0026) was considered and approved by Council on September 16, 2013:

1. ~~Bid of Sharp-Line Industries, Inc. (Spokane, WA) for Sprague Avenue Traffic Revisions and Traffic Calming Phase 1—\$141,940.82. An administrative reserve of \$14,194.08, which is 10% of the contract price, will be set aside.~~	~~Approve & Authorize Contract~~	~~PRO 2013-0026 ENG 2013061~~
2. Low bid meeting specifications of Wingfoot Commercial Tire Systems (Spokane Valley, WA) LLC for Tire Related Services—\$200,000 (incl. tax).	Approve	OPR 2013-0675 BID 3964-13
3. Low Bid of MDM Construction, Inc. (Hayden, ID) for Main Avenue Sewer Repair—\$131,990.50 (plus tax). An administrative reserve of \$13,199.05 (plus tax), which is 10% of the contract price plus sales tax, will be set aside.	Approve	OPR 2013-0676 ENG 2013141
4. First of two one-year extensions to Value Blanket Order with Allied Envelope Co., Griffin Publishing, Inc., and Lawton Printing, Inc. (Spokane, WA) for printing services—annual estimated expenditure \$270,000 (incl. tax).	Approve	OPR 2010-0649 RFP 3714-10

5.	First of two one-year extensions to Value Blanket Order with Standard Digital Print Co. and Abadan Reprographics (Spokane, WA) for quick copy services—annual estimated expenditure \$140,000 (incl. tax).	Approve	OPR 2010-0650 RFP 3713-10
6.	Grant Management Agreement with Spokane Transit Authority to construct sidewalk and curb ramps utilizing Federal Transit Funding—\$252,396 revenue. (WA-57-X023 "Connect to Transit Hardscape Improvements" FTA New Freedoms Grant)	Approve	OPR 2013-0677
7.	Housing and Essential Needs (HEN) Contract Amendment with the Washington State Department of Commerce—\$297,474 revenue increase. (Relates to Consent Agenda Item No. 8 and Emergency Budget Ordinance C35041)	Approve	OPR 2011-0739
8.	Contract amendment with The Salvation Army (Spokane, WA) to operate the HEN program—increase of \$294,500. (Relates to Consent Agenda Items No. 7 and Emergency Budget Ordinance C35041)	Approve	OPR 2011-0855
9.	Integrated Planning Grant Agreement G1400031 with the State of Washington Department of Ecology for the South University District—\$200,000 revenue.	Approve	OPR 2013-0678

The following item (OPR 2008-0120) is deferred to September 30, 2013, Legislative Agenda:

10.	~~Contract extension with American Traffic Solutions, Inc. (Tempe, AZ), for Traffic Safety Camera System effective November 13, 2013, through November 12, 2018—estimated annual expense \$625,000. This is the first of two five-year optional extensions. (Relates to Resolution 2013-0070 and First Reading Ordinance C35040)~~	Approve	OPR 2008-0120
11.	Contract amendment with the Department of Corrections to increase funding for the COPS program from \$19,811.25 to \$23,411.25 per annum.	Approve	OPR 2009-0882
12.	Contract with Spokane County to support the Spokane Regional Drug Task Force with interdicting drugs and reimburse salaries and benefits for two FTE's from July 1, 2013, to June 30, 2014—\$192,303.	Approve	OPR 2013-0679
13.	Grant funding from the Washington State Office of Public Defense for \$80,250 effective January 1, 2013, and \$3,750 effective September 23, 2013, for use by the City Public Defenders Office. Total grant funding—\$84,000.	Approve	OPR 2013-0680

14. Contract with Alternative Service Concepts, LLC (Nashville TN) for liability claims administration for three years beginning November 1, 2013, through October 31, 2016, with the option of a 2-year extension—\$276,795 for the first year, with a 3% increase each year.	Approve	OPR 2013-0681 BID 3939-13
15. Agreement with Aegis ITS, Inc. (Anaheim, CA) to provide the North Division Adaptive Signal Control Technology System—\$260,030.45 (incl. tax). System deployment is expected by year-end and testing is anticipated to run through 2014.	Approve	OPR 2013-0682
16. Agreement regarding the Spokane River Stewardship Partners funding cost share allocations.	Approve	OPR 2013-0683
17. Report of the Mayor of pending:	Approve & Authorize	
a. Claims and payments of previously approved obligations, including those of Parks and Library, through September 16, 2013, total \$5,875,279.01, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,304,312.21.	Payments	CPR 2013-0002
b. Payroll claims of previously approved obligations through September 14, 2013,: \$5,931,323.87.		CPR 2013-0003

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENT

RECOMMENDATION

Chase Youth Commission: One Appointment; Four Re-appointments

Confirm

CPR 1985-0131

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C34947 passed the City Council December 10, 2012, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35041 **Human Services Grant Fund**
FROM: Department of Commerce, \$297,474;
TO: Contractual Services, same amount.

(This action budgets additional grant funds for administration of the HEN program.) (Relates to Consent Agenda Item Nos. 7 and 8)

ORD C35031 **Forfeiture and Contributions Fund**
FROM: Various Accounts, \$305,000;
TO: Various Accounts, same amount.

(This action budgets funds to fight drug crime, gang crime and property crimes.)

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C35037 Relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending Spokane Municipal Code Sections 1.05.170 and 4.04.020; adopting a new section 8.02.0233 to Chapter 8.02 SMC; adopting new Chapters 10.49 and 10.50 to Title 10 SMC and new Chapter 17C.347 to Title 17C of the Spokane Municipal Code; and declaring an emergency.

RESOLUTIONS AND FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2013-0067 Amending Resolution 2007-0115 Plan for Emergency Expansion of Warming Centers for the Homeless. The proposed resolution would redefine the activation criteria, modify the payment to agencies, and make procedures align with the current system.

RES 2013-0068 Setting LID #2013114 Formation Hearing before the Hearing Examiner
LID #2013114 for October 22, 2013 at 3:30 p.m. for street, storm and water improvements in Central Avenue, Columbia Avenue and Joseph Avenue from Freya Street to Myrtle Street and Sycamore Street, Julia Street and Myrtle Street from Joseph Avenue to Columbia Avenue.

RES 2013-0069 Declaring the joint purchase of the AXON Flex camera system, the Evidence.com data management system, and the TASER X26Ps AXON Flex body camera and conjoining software manufactured by Evidence.com a sole source procurement; and authorizing their purchase from Taser International (Scottsdale, AZ) without public bidding—\$732,655.56 (plus tax and shipping).

The following item (RES 2013-0070) is deferred to September 30, 2013, Agenda:

RES 2013-0070 ~~Regarding allocation of funds from infractions issued with automated traffic safety cameras. (Relates to Consent Agenda No. 10 and First Reading Ordinance C35040)~~

The following item (ORD C35020 is deferred to September 30, 2013, Agenda:

~~ORD C35020 Creating departments within the Parks and Recreation division; amending SMC Section 3.01A.360; and adopting new Sections 3.01A.361, 3.01A.362, 3.01A.363, and 3.01A.364 to Chapter 3.01A of the Spokane Municipal Code.~~

ORD C35025 Relating to exterior storage on residential land; amending SMC Section 1.05.160 and adopting a new SMC Section 17C.110.270 to Chapter 17C.110 of the Spokane Municipal Code.

The following item (ORD C35030) is deferred to September 30, 2013, Agenda:

~~ORD C35030 Relating to unlawful public exposure; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.~~

ORD C35026 – (To be considered under Hearings Item H1.a. through H1.b.)
ORD C35029

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35032 Relating to interference with health care facilities or providers; adopting a new Section 10.07.060 to Chapter 10.07 of the Spokane Municipal Code.

ORD C35033 Relating to the abuse of 911 emergency reporting systems; adopting a new Section 10.07.050 to Chapter 10.07 of the Spokane Municipal Code.

ORD C35034 Relating to unlawful transit conduct; amending Spokane Municipal Code Section 10.10.100.

ORD C35035 Relating to sidewalk riding; and amending Spokane Municipal Code Section 16A.61.787.

ORD C35036 Relating to making or having vehicle prowling tools; adopting a new Section 10.12.045 to Chapter 10.12 of the Spokane Municipal Code.

ORD C35038 Relating to removal of graffiti; amending Spokane Municipal Code Section 10.10.090.

ORD C35039 Creating a Targeted Crimes Unit imprest fund (in the amount of \$3,000) in the Police Department; and adopting a new Section 7.03.156 to Chapter 7.03 of the Spokane Municipal Code.

- ORD C35040** Extending the automated traffic camera systems program; amending Spokane Municipal Code Section 16A.64.260; and setting an effective date. (Relates to Consent Agenda Item No. 10 and RES 2013-0070)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1.	Hearing on Comprehensive Plan Amendment Land Use Map Changes:	Pass All Upon Roll Call Vote	
a.	Final Reading Ordinance C35026 relating to Application #Z1200043COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "Office" for Chandlers Addition, Block 8, located between Sheridan and Hatch Streets and 5th Avenue and Hartson Avenue, and Highland Parks Hartson Subdivision, Lots C-F; and amending the zoning map from "Residential Multi-Family" (RMF) to "Office" (O-35). (Applicant: Mike Stanicar, on behalf of Cancer Care Associates) (Plan Commission recommended approval by vote of 9 to 0).		ORD C35026
b.	Final Reading Ordinance C35027 relating to Application #Z1200044COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard; and amending the zoning map from "Office (O-35)" and "Residential Single Family (RSF)," to "Centers and Corridors Type 1, District Center" (CC-1, DC)." (Applicant: Dwight Hume, on behalf of Tim Carlberg) (Plan Commission recommended approval by vote of 9 to 0).		ORD C35027
c.	Final Reading Ordinance C35028 relating to Application #Z1200045COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "CC-Core" for .29 acres located at the southeast corner of 29th Avenue and Fiske		ORD C35028

Street; and amending the zoning map from "Residential Multi-Family (RMF)" to "Centers and Corridors Type 2, District Center" (CC-2, DC)." (Applicant: Dwight Hume, on behalf of Alton Properties) (Plan Commission recommended approval by vote of 8 to 1).

- d. Final Reading Ordinance C35029 relating to Application #Z1200046COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for 9.8 acres located at the southwest corner of 29th Avenue and Southeast Boulevard; and amending the zoning map from "Office (O-35)," "Office Retail (OR-35)" and "Residential Single Family (RSF)" to "Centers and Corridors Type 2, District Center" (CC-2,DC)." (Applicant: Sonneland Commercial Properties, LLC and Banner Bank) (Plan Commission recommended approval by vote of 9 to 0).

ORD C35029

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The September 23, 2013, Regular Legislative Session of the City Council is adjourned to Monday, September 30, 2013

NOTES

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

PRO 2013-0026

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GERALD OKIHARA 232-8842

Project #

2013061

Contact E-Mail

GOKIHARA@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0370-LOW BID AWARD - SPRAGUE AVENUE TRAFFIC REVISIONS

Agenda Wording

Bid of Sharp-Line Industries, Inc. (Spokane, WA) for Sprague Avenue Traffic Revisions and Traffic Calming Phase 1-\$141,940.82. An administrative reserve of \$14,194.08, which is 10% of the contract price, will be set aside.

Summary (Background)

On September 9, 2013 bids were opened for the above project. The bid was received from Sharp-Line Industries, Inc. in the amount of \$141,940.82, which is \$25,374.72 or 21.77% over the Engineer's Estimate; no other bids were received.

Fiscal Impact**Budget Account**

Expense \$ 21,670

1380 24101 95300 56501

Select \$ 82,250

1690 95801 94000 56501 71701

Select \$ 11,550

0650

Select \$ 37,664.90

3200 49199 95300 56501

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

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance****Distribution List****Legal**

BURNS, BARBARA

lhatenburg; kmoat; gokihara; htrautman

For the Mayor

SANDERS, THERESA

rdykes@spokanecity.org;

Additional Approvals

mhughes@spokanecity.org

Purchasing

ewade@spokanecity.org

pdolan@spokanecity.org

mlesesne@spokanecity.org

mdoval@spokanecity.org

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2013061

Project Description Sprague Ave Traffic Revision and Calming Phase 1

Original Date 4/18/2013 10:54:24 AM

Funding Source Local

Update Date 9/9/2013 2:13:11 PM

Preparer Gerald Okihara

Addendum

Project Number: 2013061			Engineer's Estimate		Sharp-Line Industries Inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	400.00	*****	400.00	*****	0.00	*****	0.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	3,000.00	*****	7,425.00	*****	0.00	*****	0.00
104	MOBILIZATION	1 LS	*****	10,000.00	*****	6,000.00	*****	0.00	*****	0.00
105	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	44,265.00	*****	0.00	*****	0.00
106	SPECIAL SIGNS	18 SF	18.00	324.00	18.00	324.00	0.00	0.00	0.00	0.00
107	SEQUENTIAL ARROW SIGN	1000 HR	2.50	2,500.00	2.20	2,200.00	0.00	0.00	0.00	0.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	240 HR	7.00	1,680.00	5.50	1,320.00	0.00	0.00	0.00	0.00
109	SIGNING, PERMANENT	1 LS	*****	25,000.00	*****	14,625.00	*****	0.00	*****	0.00
110	REMOVAL OF EXISTING PAVEMENT MARKINGS	8290 SF	4.25	35,232.50	4.19	34,735.10	0.00	0.00	0.00	0.00
111	PAVEMENT MARKING - PAINT	11004 SF	0.90	9,903.60	1.68	18,486.72	0.00	0.00	0.00	0.00
112	WORD AND SYMBOL MARKINGS - PAINT	18 EA	150.00	2,700.00	37.75	679.50	0.00	0.00	0.00	0.00
113	PERMANENT DOT LANE MARKER 4X6	1010 EA	5.00	5,050.00	5.95	6,009.50	0.00	0.00	0.00	0.00
114	PERMANENT DOT LANE MARKER 8X8	150 EA	6.50	975.00	7.80	1,170.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2013061			<i>Engineer's Estimate</i>		Sharp-Line Industries Inc					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description				Tax Classification						
Schedule 01				Public Street Improvement						
115	TEMPORARY PAVEMENT MARKING	1 LS	*****	4,800.00	*****	4,300.00	*****	0.00	*****	0.00
Schedule Totals				116,566.10		141,940.82		0.00		0.00

Project Number 2013061 Sprague Ave Traffic Revision and Calming Phase 1

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	116,566.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116,566.10
Sharp-Line Industries I	141,940.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	141,940.82

Low Bid Contractor: Sharp-Line Industries Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$141,940.82	\$116,566.10	21.77	% Over Estimate
Bid Totals	\$141,940.82	\$116,566.10	21.77	% Over Estimate

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0675

Renews #**Submitting Dept**

FLEET SERVICES

Cross Ref #**Contact Name/Phone**

GENE JAKUBCZAK 625-7865

Project #**Contact E-Mail**

GJAKUBCZAK@SPOKANECITY.ORG

Bid #

3964-13

Agenda Item Type

Purchase w/o Contract

Requisition #

VALUE BLANKET

Agenda Item Name

5100- FLEET SERVICES TIRE RELATED SERVICES VALUE BLANKET ORDER

Agenda Wording

Low bid meeting specifications of Wingfoot Commercial Tire Systems, LLC for Tire Related Services - \$200,000.00 including tax

Summary (Background)

On August 26, 2013 sealed bids were opened to provide the City of Spokane Fleet Services Department with miscellaneous tire related services. Two responses were received with Wingfoot being the lowest responsive bidder.

Fiscal Impact**Budget Account**

Expense \$ 200,000.00

VARIOUS

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

BUTZ, LORIE

Study Session**Division Director**

ROMERO, RICK

Other

PWC 9/9/13

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

Purchasing: tprince

For the Mayor

SANDERS, THERESA

Fleet Services: gjakubczak & fleetservicesaccounting

Additional Approvals

Taxes & Licenses

Purchasing

PRINCE, THEA

Bid #3964-13 Tire Related Services		Wingfoot Commercial Tire Services 901 N Bradley Spokane Valley WA 99212 Dan Zyph 509-928-0199 dzyph@wingfootct.com	Tire Distribution Systems Inc. 410 N. Fancher Rd Spokane WA 99212 Randy Chance 509-953-8636 rchance@tdstires.com	
#1	Tire nail hole repair, radial , at contractor facility	\$2.00	\$5.00	
#2	Tire section repair at contractor facility	\$20.00	\$37.15	
#3	Balancing	No Charge	\$15.00/ea	
#4	Replace valve stems	\$4.97/ea	\$5.00/ea	
#5	Refurbish Rims	\$24.95/ea	\$32.00	
#6	Dismount and Mount	\$24.00/ea	\$25.00	
#7	Non reinforced spot repairs acceptable	\$2.00	\$0.00	
#8	Minor bead repairs	\$2.00	\$0.00	
#9	Hourly Labor Rate for tire/road service (Includes miscellaneous materials and sundries) Portal to Portal, 2 hour minimum call time. Peak Period 7:00 am - 4:00 pm Monday - Friday	\$46.00/hr	\$57.00	
#10	Hourly Labor Rate for tire/road service (Includes miscellaneous materials and sundries) Portal to Portal, 2 hour minimum call time. Off Hour Period 5:01pm - 6:59 am Monday - Friday plus weekends and holidays	\$46.00/hr	\$77.00	
#11	On Site Work	\$46.00/hr	\$57.00	
CITY OF		602 093 377	602 161 070	

EXCEPTIONS:

BRIEFING PAPER
Public Works Committee
Fleet Services
September 9, 2013

Subject

Award of a contract for tire related services to Wingfoot Commercial Tire Systems, LLC.

Background

Bid #3964-13 for tire related services was opened on August 26, 2013. Wingfoot Commercial Tire Systems, LLC submitted the lowest bid meeting specifications.

Impact

This contracted is utilized by Fleet Services to purchase tire related services. The vendor provides services and reports as part of the overall tire management program. The primary users of retread tires are the Solid Waste Management and Street Departments. The estimated annual expenditure is \$200,000.

Action

Recommend approval.

Funding

Funding is available in the Fleet Services Department's operating budget.

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0676

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GARY NELSON 625-6678

Project #

2013141

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 13794

Agenda Item Name

0370 LOW BID AWARD-MAIN AVENUE SEWER - MDM CONSTRUCTION

Agenda Wording

Low Bid of MDM Construction, Inc. (Hayden, ID) for Main Avenue Sewer Repair - \$131,990.50 plus tax. An administrative reserve of \$13,199.05 plus tax, which is 10% of the contract price plus sales tax, will be set aside.

Summary (Background)

On September 9, 2013 bids were opened for the above project. The low bid was from MDM Construction, Inc. in the amount of \$131,990.50, which is \$26,151.50 or 16.54% under the Engineer's Estimate; two other bids were received as follows: L & L Cargile, Inc. - \$134,232.00 and Red Diamond Construction, Inc. - \$178,854.00.

Fiscal Impact**Budget Account**

Expense \$ 157,821.03

4370 43101 94000 56501

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

rdykes@spokanecity.org

Additional Approvals

ewade@spokanecity.org

Purchasing

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pdolan@spokanecity.org

mlesesne@spokanecity.org

kbrooks@spokanecity.org

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2013141

Project Description Main Ave. Sewer Repair

Original Date 8/8/2013 2:21:39 PM

Funding Source Local

Update Date 9/9/2013 1:53:27 PM

Preparer Dan Buller

Addendum

Project Number: 2013141			Engineer's Estimate		MDM Construction		L & L Cargile Inc		Red Diamond Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Sewer

Not Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	750.00	*****	1,250.00	*****	50.00	*****	500.00
103	POTHOLING	3 EA	400.00	1,200.00	275.00	825.00	200.00	600.00	300.00	900.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	2,600.00	*****	1,500.00	*****	2,500.00
105	MOBILIZATION	1 LS	*****	15,000.00	*****	15,000.00	*****	11,276.00	*****	16,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	12,000.00	*****	5,000.00	*****	8,500.00	*****	8,000.00
107	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,000.00	*****	1,500.00	*****	750.00	*****	9,500.00
108	REMOVE EXISTING CURB	15 LF	7.00	105.00	10.00	150.00	10.00	150.00	12.00	180.00
109	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	8 SY	12.00	96.00	21.00	168.00	12.00	96.00	12.00	96.00
110	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	750.00	1,500.00	1,225.00	2,450.00	380.00	760.00	600.00	1,200.00
111	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	3 EA	400.00	1,200.00	1,135.00	3,405.00	720.00	2,160.00	1,400.00	4,200.00
112	SAWCUTTING RIGID PAVEMENT	40 LFI	1.20	48.00	1.90	76.00	1.00	40.00	8.00	320.00
113	SAWCUTTING FLEXIBLE PAVEMENT	500 LFI	0.40	200.00	0.30	150.00	0.35	175.00	1.75	875.00
114	SAWCUTTING CURB	2 EA	35.00	70.00	22.00	44.00	25.00	50.00	80.00	160.00

Monday, September 09, 2013

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<i>Project Number:</i> 2013141			<i>Engineer's Estimate</i>		MDM Construction		L & L Cargile Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Sewer					Not Public Street Improvement					
115	ROADWAY EXCAVATION INCL. HAUL	273 CY	17.00	4,641.00	18.50	5,050.50	20.00	5,460.00	25.00	6,825.00
116	PREPARATION OF UNTREATED ROADWAY	820 SY	3.00	2,460.00	4.00	3,280.00	2.75	2,255.00	5.00	4,100.00
117	CRUSHED SURFACING TOP COURSE	40 CY	40.00	1,600.00	100.00	4,000.00	47.00	1,880.00	80.00	3,200.00
118	CRUSHED SURFACING BASE COURSE	80 CY	40.00	3,200.00	30.00	2,400.00	47.00	3,760.00	80.00	6,400.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	1 CY	50.00	50.00	35.00	35.00	56.00	56.00	80.00	80.00
120	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	820 SY	35.00	28,700.00	36.00	29,520.00	40.00	32,800.00	40.00	32,800.00
121	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
122	COMPACTION PRICE ADJUSTMENT	1 EST	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
123	MANHOLE TYPE I-48, BASIC PRICE	2 EA	2,750.00	5,500.00	2,150.00	4,300.00	3,750.00	7,500.00	3,700.00	7,400.00
124	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I-48	13 VF	175.00	2,275.00	40.00	520.00	100.00	1,300.00	100.00	1,300.00
125	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	2 EA	300.00	600.00	285.00	570.00	350.00	700.00	250.00	500.00
126	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	2 EA	500.00	1,000.00	550.00	1,100.00	618.00	1,236.00	700.00	1,400.00
127	CONNECT 6-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	600.00	1,800.00	165.00	495.00	350.00	1,050.00	750.00	2,250.00
128	EXTERIOR DROP CONNECTION 12 IN DIAM	1 EA	4,000.00	4,000.00	4,000.00	4,000.00	6,000.00	6,000.00	4,000.00	4,000.00
129	EXTERIOR DROP CONNECTION 6 IN DIAM	1 EA	2,000.00	2,000.00	2,385.00	2,385.00	5,000.00	5,000.00	3,800.00	3,800.00
130	MANHOLE TEST	1 EA	600.00	600.00	345.00	345.00	400.00	400.00	100.00	100.00
131	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	300.00	600.00	135.00	270.00	135.00	270.00	300.00	600.00
132	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	500.00	*****	1,500.00	*****	2,000.00

<i>Project Number:</i> 2013141			<i>Engineer's Estimate</i>		MDM Construction		L & L Cargile Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Sewer					Not Public Street Improvement					
133	CATCH BASIN TYPE 1	2 EA	1,800.00	3,600.00	1,500.00	3,000.00	1,980.00	3,960.00	2,400.00	4,800.00
134	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	42 LF	50.00	2,100.00	135.00	5,670.00	40.00	1,680.00	80.00	3,360.00
135	PLUGGING EXISTING PIPE	4 EA	200.00	800.00	235.00	940.00	264.00	1,056.00	100.00	400.00
136	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	550.00	*****	500.00	*****	2,800.00
137	ENCASE WATER/SEWER AT CROSSINGS	2 EA	600.00	1,200.00	390.00	780.00	800.00	1,600.00	500.00	1,000.00
138	CLEANING EXISTING SANITARY SEWER	1 EA	350.00	350.00	385.00	385.00	196.00	196.00	450.00	450.00
139	SANITARY SEWER PIPE 6 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	77 LF	70.00	5,390.00	130.00	10,010.00	93.00	7,161.00	150.00	11,550.00
140	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	114 LF	100.00	11,400.00	83.00	9,462.00	93.00	10,602.00	165.00	18,810.00
141	MAINTENANCE OF SEWER SERVICE	1 LS	*****	15,000.00	*****	800.00	*****	1,953.00	*****	2,700.00
142	SIDE SEWER PERMIT	3 EA	90.00	270.00	50.00	150.00	40.00	120.00	350.00	1,050.00
143	RECONNECT SIDE SEWER	3 EA	2,000.00	6,000.00	50.00	150.00	100.00	300.00	750.00	2,250.00
144	SIDE SEWER CLEANING AND VIDEO INSPECTION	3 EA	500.00	1,500.00	195.00	585.00	300.00	900.00	250.00	750.00
145	ESC LEAD	1 LS	*****	1,500.00	*****	1,000.00	*****	100.00	*****	800.00
146	INLET PROTECTION	2 EA	100.00	200.00	100.00	200.00	80.00	160.00	100.00	200.00
147	CEMENT CONCRETE CURB	15 LF	20.00	300.00	36.00	540.00	40.00	600.00	35.00	525.00
148	CEMENT CONC. SIDEWALK	8 SY	50.00	400.00	110.00	880.00	65.00	520.00	70.00	560.00
149	PAVEMENT MARKING - DURABLE HEAT APPLIED	13 SF	15.00	195.00	18.00	234.00	20.00	260.00	25.00	325.00
150	PAVEMENT MARKING - PAINT	48 SF	5.00	240.00	5.50	264.00	6.00	288.00	7.00	336.00
<i>Schedule Totals</i>				158,142.00		131,990.50		134,232.00		178,854.00

Monday, September 09, 2013

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Project Number **2013141** **Main Ave. Sewer Repair**

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	158,142.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	158,142.00
MDM Construction	131,990.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131,990.50
L & L Cargile Inc	134,232.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	134,232.00
Red Diamond Construc	178,854.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	178,854.00

Low Bid Contractor: MDM Construction

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$143,473.67	\$171,900.35	16.54	% Under Estimate
Bid Totals	\$143,473.67	\$171,900.35	16.54	% Under Estimate



Agenda Sheet for City Council Meeting of:

09/23/2013

Date Rec'd	DocDate
Clerk's File #	OPR 2010-0649
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 3714-10
Requisition #	VALUE BLANKET

Submitting Dept	PUBLIC AFFAIRS/COMMUNICATIONS
Contact Name/Phone	BRIAN EXT 6740 CODDINGTON
Contact E-Mail	BCODDINGTON@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0330 VALUE BLANKET GRAPHICS/OFFSET PRINTING 1ST YR EXT (2013)

Agenda Wording

First of two one-year extensions to Value Blanket Order OPR2010-0649 with Allied Envelope Co., Griffin Publishing, Inc., and Lawton Printing, Inc. (Spokane, WA) for printing services-annual estimated expenditure \$270,000.00 (including tax).

Summary (Background)

Request for Proposal #3714-10 had five responses that were evaluated by a citywide committee. This RFP was for a value blanket order for a wide range of printing and graphics services which includes design and finishing. Annual estimated expenditure of \$70,000.00 (inc tax) is to be awarded to Allied Envelope Co., \$100,000.00 (inc tax) is to be awarded to each company Griffin Publishing, Inc., and Lawton Printing, Inc. These companies best meet the City's reprographics requirements.

Fiscal Impact		Budget Account	
Expense	\$ 270,000.00	#	Various Accounts
Select	\$	#	
Select	\$	#	BudgetAccount3
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CODDINGTON, BRIAN	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	Communications - bcoddington@spokanecity.org	
For the Mayor	SANDERS, THERESA	IT - jhamilton@spokanecity.org	
Additional Approvals		Allied Envelope Co. - dpierce@allied-envelope.com	
Purchasing	PRINCE, THEA	Griffin Publishing, Inc. - print@griffinpublishinginc.com	
		Lawton Printing, Inc. - lariw@lawtonprinting.com	



Agenda Sheet for City Council Meeting of:

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2010-0650

Renews #

Submitting Dept

PUBLIC AFFAIRS/COMMUNICATIONS

Cross Ref #

Contact Name/Phone

BRIAN EXT 6740
CODDINGTON

Project #

Contact E-Mail

BCODDINGTON@SPOKANECITY.ORG

Bid #

RFP 3713-10

Agenda Item Type

Purchase w/o Contract

Requisition #

VALUE BLANKET

Agenda Item Name

0330 VALUE BLANKET QUICK COPY SVCS 1ST YR EXT (2013)

Agenda Wording

First of two one-year extensions to Value Blanket Order OPR2010-0650 with Standard Digital Print Co. and Abadan Reprographics (Spokane, WA) for quick copy services-annual estimated expenditure \$140,000.00 (including tax).

Summary (Background)

Request for Proposal #3713-10 had six responses that were evaluated by a citywide committee. This RFP was for a value blanket order for quick copy services and large format copying with bindery services. Annual estimated expenditure of \$70,000.00 (including tax) is to be awarded to each company. Standard Digital Print Co. and Abadan Reprographics best meets the City's reprographics requirements.

Fiscal Impact

Budget Account

Expense \$ 140,000.00

Various Accounts

Select \$

#

Select \$

BudgetAccount3

Select \$

#

Approvals

Council Notifications

Dept Head

CODDINGTON, BRIAN

Study Session

Division Director

Other

Finance

LESESNE, MICHELE

Distribution List

Legal

BURNS, BARBARA

Communications - bcoddington@spokanecity.org

For the Mayor

SANDERS, THERESA

IT - jhamilton@spokanecity.org

Additional Approvals

Standard Digital Print Co. - ldavis@sbprint.com

Purchasing

PRINCE, THEA

Abadan Reprographics - repro@abadanspokane.com

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0677

Renews #**Submitting Dept**

ASSET MANAGEMENT

Cross Ref #**Contact Name/Phone**BRANDON 625-6419
BLANKENAGEL**Project #****Contact E-Mail**

BBLANKENAGEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

BT

Agenda Item Name

5900-STA-FEDERAL TRANSIT FUNDING

Agenda Wording

Requesting approval of an agreement with Spokane Transit Authority in order to construct sidewalk and curb ramps utilizing Federal Transit Funding. Contract is for "Connect to Transit Hardscape Improvements" for Grant Number WA-57-X023.

Summary (Background)

The City was awarded Federal Transit Authority (FTA) funding under the "New Freedoms" grant program to construct sidewalk and ADA curb ramps at strategic locations. The project received \$252,396 in FTA funds to be matched at 20% (\$50,479) by the City for a total project budget of \$315,500. This agreement extended the term to August 30, 2015.

Fiscal Impact**Budget Account**

Revenue \$ 252,396.00

3200 95065 99999 33325

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

WERNER, MARK

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 9/9/13

Finance

LESESNE, MICHELE

Distribution List**Legal**

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For the Mayor

SANDERS, THERESA

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Additional Approvals

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Purchasing

mhughes@spokanecity.org

ewade@spokanecity.org

pdolan@spokanecity.org

mlesesne@spokanecity.org

Grant Management Agreement	
Designated Recipient Spokane Transit Authority 1229 W. Boone Avenue Spokane, WA 99201 Contact: Gordon Howell (509) 325-6058	Grant Recipient City of Spokane 2nd Floor, City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201 Contact: Brandon Blankenagel (509)-625-6419
Project Costs	
Federal Funds	\$ 252,396
State Funds	\$ 0
Local Funds	\$ 63,104
Total Funds	\$ 315, 500
Grant Number: WA-57-X023 – “Connect to Transit Hardscape Improvements” FTA New Freedoms Grant	Scope of Project: As set forth in Exhibit I, Scope of Project and Budget, attached and incorporated by this reference.
Term of Project: 6/30/2013 to 8/30/2015	Service Area: City of Spokane, Washington

THIS GRANT AGREEMENT, hereinafter "AGREEMENT" is entered into by Spokane Transit Authority, a municipal Corporation of the State of Washington, hereinafter "STA," and the City of Spokane, Washington, a municipal corporation of the State of Washington, hereinafter "COS" or "GRANT RECIPIENT"; and

WHEREAS, STA is the Designated Recipient of certain federal grant funding authorized under 49 U.S.C. chapter 53, and specifically, grants awarded by the Federal Transit Administration (FTA) under 49. U.S.C. §5317; and

WHEREAS, through a local process, COS is the locally selected recipient of an FTA New Freedom grant, identified as Grant No. WA-57-X014- "Sidewalk & Transit Access", (also referred to as "Grant") funding authorized under 49 U.S.C. § 5317, and any subsequent amendments and resolutions thereto; and

WHEREAS, STA, as the Designated Recipient, is responsible for the administration and management of COS's use of the proceeds of Grant No. WA-57-X023 pursuant to 49 U.S.C. § 5317 and will reimburse COS for costs incurred in completion of the Connect to Transit Hardscape Improvements project using Grant proceeds, upon determination of COS's compliance with Grant requirements.

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit I, "Scope of Project and Budget," which is incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Federal Requirements and Changes

The COS shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (18) dated October 1, 2011; available at www.fta.dot.gov/documents/18-Master.doc) between STA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The COS's failure to so comply shall constitute a material breach of this contract.

Section 2

Recycled Products/Recovered Materials

The COS agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 3

Energy Conservation

The COS shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC § 6321 et seq.).

Section 4

Clean Air and Water Requirements

The COS agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use of nonexempt federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. The COS agrees to report each violation to STA and understands and agrees that STA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The COS also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Section 5

Disadvantaged Business Enterprise (DBE)

- A. Policy: It is the policy of the Department of Transportation and STA that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have equal access to participation in the performance of contracts financed in whole or part with Federal funds under the Contract Documents.
- B. DBE Obligations: The COS and its subcontractors agree to make good faith efforts to ensure that disadvantaged businesses have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal funds provided under this contract. In this regard, the COS shall make a good faith effort to ensure that disadvantaged businesses have an equal opportunity to compete for and perform contracts.
- C. The COS or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The COS shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the COS to carry out these requirements and the requirements of this section is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- D. DBE Liaison: STA has designated a DBE Liaison to assist disadvantaged business enterprises and has the authority to administer STA's DBE program. Inquiries and requests concerning STA's DBE program and information for certification by the STA shall be directed to:

DBE Liaison
Spokane Transit Authority
1230 W. Boone Avenue
Spokane, WA, 99201, (509) 325-6032

- E. DBE Delegation and Assignment: If a DBE subcontractor is unable to perform the work contracted for, COS must either replace the subcontractor with another DBE or show STA that good faith efforts to do so have been made. Failure by COS to comply may result in monetary penalties and partial or total termination for default with resolicitation costs to COS or its bond.
- F. Contractor Reporting Requirements: STA shall use COS commitment to DBE subcontractor participation submitted with its bids as COS'S goal for the contract. However, COS shall not be credited with DBE participation until actual payment has been made to the DBE subcontractors involved. Therefore, COS shall be required to submit with each payment request the amounts earned by DBE subcontractors and to be paid to DBE subcontractors upon STA's progress payment. In addition, COS shall be required to submit verification of receipt of previous payments by DBE subcontractors. Upon receipt of payment verification, COS shall receive credit against their goal. STA will require COS to maintain records and documents of payments to DBE's for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of STA or DOT. This reporting requirement also extends to any certified DBE subcontractor.

STA will keep a record of payments to DBE firms for work committed to them at the time of contract award. STA may also perform audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

COS agrees to use his/her best efforts to carry out a policy in the award of subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize disadvantaged business enterprises consistent with the efficient performance of the contract.

Section 6

Regulations Pursuant to Copeland "Anti-Kickback Act"

COS shall comply with the applicable regulations of the Secretary of Labor, U.S. Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to ensure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

Section 7

Access to Records

The COS agrees to provide STA, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States or any of their duly authorized representatives access to any

books, documents, papers, and records of the COS which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The COS agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to COS's records and construction sites pertaining to a major capital project, defined in 49 U.S.C. 5302 (a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. The COS also agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever any excerpts and transcriptions as reasonably needed, and to permit said parties to interview COS's employees during work hours on the job.

The COS agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the COS agrees to maintain same until STA, the FTA Administrator, the Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Section 8

No Government Obligation to Third Parties

STA and the COS acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to STA, the COS, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract.

The COS agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Section 9

Program Fraud and False or Fraudulent Statements and Related Acts

- A. The COS acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this procurement. Upon execution of this contract, the COS certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract is being performed. In addition to other penalties that may be applicable, the COS further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the COS to the extent the Federal Government deems appropriate.
- B. The COS also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 (n)(1) on the COS, to the extent the Federal Government deems appropriate.

- C. The COS agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 10

Federal Privacy Act Requirements

The COS agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552(a). The COS agrees to obtain the express consent of the Federal Government before the COS or its employees operate a system of records on behalf of the Federal Government. The COS understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of this contract.

The COS also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Section 11

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT. All the contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract Documents. The COS shall not perform any act, fail to perform any act, or refuse to comply with any STA requests which would cause STA to be in violation of the FTA terms and conditions.

Section 12

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the COS is required to verify that none of the COS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The COS is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Spokane Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Spokane Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 13
Buy America Requirements

If applicable, the Offeror and (if selected) COS shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Offeror/ COS certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Section 13
Labor Provisions – Davis – Bacon Act Requirements for Construction Contracts

Work performed under this Project is subject to the federal Davis-Bacon Wages requirements as follows.

A. Minimum wages

1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the COS and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the COS and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. Classifications
 - a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be

employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (iv) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
 - b. If the COS and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - c. In the event the COS, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the COS shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. If the COS does not make payments to a trustee or other third person, the COS may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the COS, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the COS to set aside in a separate account assets for the meeting of obligations under the plan or program.
5. Additional Classifications
 - a. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - b. If the COS and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - c. In the event the COS, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing work in the classification

under this contract from the first day on which work is performed in the classification.

B. Withholding

STA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the COS under this contract or any other Federal contract with the same prime COS, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime COS, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the COS or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, STA may, after written notice to the COS, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and basic records

1. Payrolls and basic records relating thereto shall be maintained by the COS during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2)(b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b) (2)(b) of the Davis-Bacon Act, the COS shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
2. The COS shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Spokane Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office,

Washington, DC 20402. The COS is responsible for the submission of copies of payrolls by all subcontractors.

3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the COS or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.
5. The falsification of any of the above certifications may subject the COS or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
6. The COS or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the COS or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the COS, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and trainees –

1. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but

who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the COS as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where COS is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the COS's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the COS will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the

wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the COS will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- E. Subcontracts - The COS or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The COS shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- F. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a COS and a subcontractor as provided in 29 CFR 5.12.
- G. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- H. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the COS (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- I. Certification of eligibility
 1. By entering into this contract, the COS certifies that neither it (nor he or she) nor any person or firm who has an interest in the COS's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year last written below.

SPOKANE TRANSIT AUTHORITY

By: _____
Chief Executive Officer

Date: _____
Approved as to form only

By: _____
Legal Counsel

Date: _____

CITY OF SPOKANE

By: _____
Authorized Representative

Print Title _____
Who by this signature certifies their authority to execute
this AGREEMENT on behalf of the GRANT
RECIPIENT.

Date:

Exhibit I SCOPE OF PROJECT AND BUDGET

Total Project Budget	
Federal Funds	\$252,396
State Funds	
COS Funds	\$63,104
Total Cost	\$315,500

SCOPE OF WORK

The proposed project will complete a sidewalk gap as well as improve curb ramps and install bus landing pads on select bus routes within the City of Spokane. The sidewalk gap on Arthur Street was selected in coordination with STA, and is the first priority of this project. The curb ramp projects listed below are part of the City's TBD curb ramp program. The extent of the completion of curb ramps, as listed, will depend on the remaining funds beyond that required by the sidewalk gap project.

SIDEWALK GAP:

Sidewalk will be installed on the west side of Arthur Street between 3rd Avenue and 2nd Avenue where presently no sidewalk exists. The sidewalk will be a minimum of 6 feet wide (where constructed adjacent to the curb), and will incorporate improved ADA-compliant curb ramps at the intersection of Arthur and 3rd. This project will require working around electrical utility poles by either moving the poles or routing the sidewalk around it. This decision will require a detailed look during design, as reflected in the timeline shown in section 24 of this application. In either case, the excavation of basalt rock will be required, adding to the complexity of the project. Depending on the improvement method selected, minimal right of way may or may not be required to complete the system.

Striped bicycle lanes are planned to be added adjacent to this proposed sidewalk in 2013 with will help separate traffic from pedestrians.

CURB RAMPS:

Transit stop improvements and curb ramp improvements will be conducted at/near as many of the following intersections as the funding allows:

14th Ave. @ Lincoln St.	Route 43
Boone Ave @ Chestnut St.	Between Route 21 and Route 22
Boone Ave @ Belt St.	Between Route 21 and Route 22
Boone Ave @ Cannon St. (west)	Between Route 21 and Route 22
Boone Ave @ Cannon St. (east)	Between Route 21 and Route 22
Boone Ave @ Elm St. (west)	Between Route 21 and Route 22
Boone Ave @ Elm St. (east)	Between Route 21 and Route 22
Haven St @ Joseph Ave.	Two blocks off Route 27
Haven St @ Columbia Ave.	Three blocks off Route 27
Sinto Ave @ Pearl St.	One block off Route 39
Sinto Ave @ Lidgerwood St.	One block off Route 39
Sinto Ave @ Astor St.	One block off Route 39

Sinto Ave @ Addison St.	One block off Route 39
Sinto Ave @ Standard St.	One block off Route 39
Sinto Ave @ Dakota St.	One block off Route 39
Sinto Ave @ Cincinnati St.	One block off Route 39
Newark Ave. @ 7th Ave.	Route 45
Newark Ave. @ Ivory St.	Route 45 includes landing pad
Newark Ave. @ Laura St.	Route 45 includes landing pad
Newark Ave. @ Arthur St.	Route 45
Arthur St. @ Hartson Ave.	Route 45
Arthur St. @ Celesta Ave.	Route 45
Assembly St. @ Broad Ave.	Route 22
Assembly St. @ Olympic Ave.	Route 22
Assembly St. @ Queen Ave.	Route 22
Assembly St. @ Crown Ave.	Route 22
Assembly St. @ Everett Ave.	Route 22
Assembly St. @ Sanson Ave.	Route 22
17 th Ave @ Cook St.	Near Route 33
17 th Ave @ Mt. Vernon St.	Near Route 33
17 th Ave @ Regal St.	Near Route 33
17 th Ave @ Fiske St.	Near Route 33

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2011-0739

Renews #**Submitting Dept**COMMUNITY, HOUSING & HUMAN
SERVICES**Cross Ref #****Contact Name/Phone**

SHEILA MORLEY 6052

Project #**Contact E-Mail**

SMORLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 HOUSING AND ESSENTIAL NEEDS CONTRACT AMENDMENT

Agenda Wording

Accept the Housing and Essential Needs (HEN) contract amendment between the City of Spokane and the Washington State Department of Commerce (State).

Summary (Background)

At its September 7, 2011 meeting the City Council accepted a 20 month grant agreement with the State for the HEN grant. At its 7/3/13 meeting the City Council extended the grant amendment with the state for the HEN grant through 12/31/13. This amendment will increase the grant in the amount of \$297,474.

Fiscal Impact**Budget Account**

Revenue \$ 297,474

1540-95460-99999-33442

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

ALLARD, JERRIE

Study Session

PCED 9/9/13

Division Director

MALLAHAN, JONATHAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

smorley

For the Mayor

SANDERS, THERESA

jchaffins

Additional Approvals

mhughes

Purchasing

mllesesne

BRIEFING PAPER
City of Spokane
PCED Committee
Community, Housing and Human Services Department
Housing and Essential Needs Contract Amendment
September 9, 2013

Subject

Accept the Housing and Essential Needs (HEN) contract amendment between the City of Spokane and the Washington State Department of Commerce. The HEN program serves disabled clients eligible for Department of Social and Health (DSHS) Medical Care Services (MCS). HEN enables housing stabilization for this population by providing assistance with rent and utility payments, personal health and hygiene items, cleaning supplies and bus passes.

This amendment increases the contract amount by \$297,474 bringing the total grant amount to \$1,347,552 for the contract period 7/1/13 – 12/31/13. The HEN program will continue to be operated by the Salvation Army.

Background

At the September 12, 2011 meeting City Council accepted a grant agreement with the Washington State Department of Commerce for the Housing and Essential Needs Grant. This contract was extended though December 31, 2013 and at the grant amount adjusted. This amendment aligns the grant amount and term with the states approved budget. The Salvation Army was selected as the local agency to provide this service to this population through a competitive RFP process

Impact

This amendment and extension will allow our community to provide rent assistance, housing stabilization services and essential personal needs to approximately 500 disabled individuals monthly in the Spokane region.

Action

The Community Housing and Human Services Department seeks acceptance of the contract amendment between the City of Spokane and the Department of Commerce and approval of a contract amendment with the Salvation Army. This item is scheduled to go before City Council on September 16

Funding

Funding for this project extension comes from funds appropriated to the Washington State Department of Commerce.

Amended FACE SHEET

Grant Number: 14-46204-505
Amendment A

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Housing and Essential Needs Grant

1. Grantee City of Spokane Human Services Department 808 W Spokane Falls Blvd Spokane, WA 99201		2. Grantee Doing Business As (optional)	
3. Grantee Representative Jerrie Allard; Sheila Morley, Program Coordinator (509) 625-6777 smorley@spokanecity.org ; jallard@spokanecity.org		4. COMMERCE Representative Kathy Kinard Program Manager Phone number: (360) 725-2939 FAX number: (360) 586-7176 Email: kathy.kinard@commerce.wa.gov Post Office Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Original Grant Amount (and any previous amendments) \$1,050,078	6. Amendment Amount \$297,474		7. New Grant Amount \$1,347,552
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date September 15, 2013	10. Amendment End Date December 31, 2013
11. Amendment Purpose Amendment purpose: Add additional funds of \$297,474 for the amendment budget period September 15, 2013-December 31, 2013.			
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Housing Essential Needs Application; Guidelines, Administrative Requirements (as they may be revised from time to time); Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended."			
FOR GRANTEE _____ Signature _____ Name/Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY _____ Richard McCarten Assistant Attorney General _____ 6/4/04 Date	

Amendment

This Grant is **amended** as follows:

Attachment B

Budget July 1, 2013 – December 31, 2013

Administration	\$93,987
Essential Needs Assistance	\$106,327
Rent/Utilities/Operations (includes EN operations)	\$1,147,238
Total	\$1,347,552

Grant Total September 15, 2011- December 31, 2013

\$1,347,552

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

Amended FACE SHEET

Grant Number: 14-46204-505
Amendment A

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Housing and Essential Needs Grant**

1. Grantee City of Spokane Human Services Department 808 W Spokane Falls Blvd Spokane, WA 99201		2. Grantee Doing Business As (optional) 			
3. Grantee Representative Jerrie Allard; Sheila Morley, Program Coordinator (509) 625-6777 smorley@spokanecity.org ; jallard@spokanecity.org		4. COMMERCE Representative <table style="width: 100%;"> <tr> <td style="width: 50%;">Kathy Kinard Program Manager Phone number: (360) 725-2939 FAX number: (360) 586-7176 Email: kathy.kinard@commerce.wa.gov</td> <td style="width: 50%;">Post Office Box 42525 1011 Plum Street SE Olympia, WA 98504-2525</td> </tr> </table>		Kathy Kinard Program Manager Phone number: (360) 725-2939 FAX number: (360) 586-7176 Email: kathy.kinard@commerce.wa.gov	Post Office Box 42525 1011 Plum Street SE Olympia, WA 98504-2525
Kathy Kinard Program Manager Phone number: (360) 725-2939 FAX number: (360) 586-7176 Email: kathy.kinard@commerce.wa.gov	Post Office Box 42525 1011 Plum Street SE Olympia, WA 98504-2525				
5. Original Grant Amount (and any previous amendments) \$1,050,078	6. Amendment Amount \$297,474		7. New Grant Amount \$1,347,552		
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date September 15, 2013	10. Amendment End Date December 31, 2013		
11. Amendment Purpose Amendment purpose: Add additional funds of \$297,474 for the amendment budget period September 15, 2013-December 31, 2013.					
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Housing Essential Needs Application; Guidelines, Administrative Requirements (as they may be revised from time to time); Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended."					
FOR GRANTEE Signature Name/Title Date		FOR COMMERCE Diane Klontz, Assistant Director Community Services and Housing Division Date APPROVED AS TO FORM ONLY Richard McCarten Assistant Attorney General 6/4/04 Date			

Amendment

This Grant is **amended** as follows:

Attachment B

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Grant Total September 15, 2011- December 31, 2013

\$1,347,552

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2011-0855

Renews #**Submitting Dept**COMMUNITY, HOUSING & HUMAN
SERVICES**Cross Ref #****Contact Name/Phone**

SHEILA MORLEY 6052

Project #**Contact E-Mail**

SMORLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 13777

Agenda Item Name

1680 HOUSING AND ESSENTIAL NEEDS CONTRACT AMENDMENT

Agenda Wording

Authorize to enter into contract amendment between the City of Spokane and The Salvation Army.

Summary (Background)

The City has been granted additional funds from the Department of Commerce for the Housing and Essential Grant. This contract amendment will add an additional \$294,500 to the original contract.

Fiscal Impact**Budget Account**

Revenue \$ 294,500

1540-95460-51200-54201

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

ALLARD, JERRIE

Study Session

PCED 6/17/13

Division Director

MALLAHAN, JONATHAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

smorley

For the Mayor

SANDERS, THERESA

jchaffins

Additional Approvals

mhughes

Purchasing

mlesesne

BRIEFING PAPER
City of Spokane
PCED Committee
Community, Housing and Human Services Department
Housing and Essential Needs Contract Amendment
September 9, 2013

Subject

Accept the Housing and Essential Needs (HEN) contract amendment between the City of Spokane and the Washington State Department of Commerce. The HEN program serves disabled clients eligible for Department of Social and Health (DSHS) Medical Care Services (MCS). HEN enables housing stabilization for this population by providing assistance with rent and utility payments, personal health and hygiene items, cleaning supplies and bus passes.

This amendment increases the contract amount by \$297,474 bringing the total grant amount to \$1,347,552 for the contract period 7/1/13 – 12/31/13. The HEN program will continue to be operated by the Salvation Army.

Background

At the September 12, 2011 meeting City Council accepted a grant agreement with the Washington State Department of Commerce for the Housing and Essential Needs Grant. This contract was extended though December 31, 2013 and at the grant amount adjusted. This amendment aligns the grant amount and term with the states approved budget. The Salvation Army was selected as the local agency to provide this service to this population through a competitive RFP process

Impact

This amendment and extension will allow our community to provide rent assistance, housing stabilization services and essential personal needs to approximately 500 disabled individuals monthly in the Spokane region.

Action

The Community Housing and Human Services Department seeks acceptance of the contract amendment between the City of Spokane and the Department of Commerce and approval of a contract amendment with the Salvation Army. This item is scheduled to go before City Council on September 16

Funding

Funding for this project extension comes from funds appropriated to the Washington State Department of Commerce.



Agenda Sheet for City Council Meeting of:

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0678

Renews #

Submitting Dept

PLANNING & DEVELOPMENT

Cross Ref #

Contact Name/Phone

SCOTT CHESNEY 625-6061

Project #

Contact E-Mail

SCHESENEY@SPOKANECITY.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

REVENUE

Agenda Item Name

0650-INTEGRATED PLANNING GRANT - DOE

Agenda Wording

Integrated Planning Grant Agreement G1400031 between the State of Washington Department of Ecology and the City of Spokane for the South University District. Revenue in the amount of \$200,000.

Summary (Background)

The City of Spokane has worked with the local community and its partners to lay the foundation for redevelopment in the Sprague Corridor area through the University District Strategic Plan and the Corridor Study. The Integrated Planning Grant will build on these efforts and provide two critical elements that have not been addressed: field investigation of environmental contamination issues and market analysis of redevelopment potential.

Fiscal Impact

Budget Account

Revenue \$ 200,000.00

1360-95118-99999-33431

Select \$

#

Select \$

BudgetAccount3

Select \$

#

Approvals

Council Notifications

Dept Head

CHESNEY, SCOTT

Study Session

Division Director

CHESNEY, SCOTT

Other

PCED 9/9//13

Finance

LESESNE, MICHELE

Distribution List

Legal

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

tpalmquist@spokanecity.org

Additional Approvals

schesney@spokanecity.org

Purchasing

PRINCE, THEA

ewade@spokanecity.org

mhughes@spokanecity.org

pdolan@spokanecity.org

mlesesne@spokanecity.org

BRIEFING PAPER
Integrated Planning Grant
City of Spokane Planning & Development Department
September 9, 2013

Subject

The City of Spokane Planning & Development Department applied for an \$200,000 Integrated Planning Grant from the Department of Ecology in April of 2013 to look at the area of the UD Ped Bridge south landing. Specific environmental studies will happen for the property at the corner of Sprague and Sheridan, owned by the Hutton Settlement. We were awarded the grant and received the contract from Ecology in late August with a start date retroactive to June 1, 2013. The Contract will be brought forward to Council for acceptance and approval.

Purpose

Integrated Planning Grants are a funding program through Washington State's Department of Ecology. These grants provide funding to conduct studies and plan for acquiring or redeveloping underperforming, potentially contaminated property. The grants provide an opportunity to plan for adaptive re-use of a property that integrates economic development, environmental cleanup and restoration, and community benefit. Since redevelopment of a property is inherently connected to its context, the planning effort can address community-wide revitalization needs.

Background

The City of Spokane has worked with the local community and its partners to lay the foundation for redevelopment in the Sprague Corridor area through the University District Strategic Plan and the Corridor Study. The IPG will build on these efforts and provide two critical elements that have not been addressed: field investigation of environmental contamination issues, and market analysis of redevelopment potential. The following scope of work lists each of the major work program tasks:

- Market Study
- Property owner workshops
- Stakeholder interviews
- Environmental site assessments (Phase I & Phase II)
- Market Test
- Developer Outreach
- Regulatory and Physical Conditions Assessment
- Challenges and Opportunities Assessment
- Implementation Strategy

Recommendation

Approve the Contract form the Department of Ecology to accept the funds for this Integrated Planning Grant.



INTEGRATED PLANNING GRANT AGREEMENT G1400031
BETWEEN THE
STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY
AND
CITY OF SPOKANE

This is a binding agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out the activities described herein.

RECIPIENT ADDRESS	808 W Spokane Falls Blvd Spokane, WA 99201
RECIPIENT REPRESENTATIVE	Scott Chesney, Planning Director
ECOLOGY FINANCIAL MANAGER	Lydia Lindwall, 360-407-6067
ECOLOGY PROJECT MANAGER	Amanda Reeck, 360-407-7336
FUNDING SOURCE	Local Toxics Control Account (LTCA)
MAXIMUM ELIGIBLE COST	\$200,000
STATE GRANT SHARE	\$200,000
RECIPIENT GRANT SHARE	\$0
MAXIMUM STATE SHARE PERCENT	100%
FEDERAL TAX IDENTIFICATION NUMBER	91-6001280
EFFECTIVE DATE OF THE AGREEMENT	June 1, 2013
EXPIRATION DATE OF THE AGREEMENT	June 30, 2014

PART 1: SITE HISTORY AND BACKGROUND

Site Description:

The Hutton Settlement Property is an approximately 1 acre parcel located on the corner of East Sprague Avenue and North Sheridan Street, just east of the landing of the proposed Pedestrian Bridge. The property was used as a gas station from approximately 1955 to 1980. The Department of Ecology Underground Storage Tank (UST) database indicates that an unleaded gasoline tank and a waste oil tank were removed, but there is no record of soil or groundwater sampling to evaluate whether there is any residual contamination on the property. The property is representative of many sites in the Sprague Avenue Corridor that have historical uses that are perceived to have potential environmental impacts, but there is limited data available on actual conditions.

The board of the Hutton Settlement has agreed to provide the RECIPIENT with access to the property to conduct environmental studies, but want to proceed cautiously. To address the board's concerns, the RECIPIENT has agreed that the IPG process will begin with a Phase I Environmental Site Assessment.

Problem to be Addressed:

Contamination from past commercial and industrial uses presents a significant challenge to redevelopment of the University District. A total of 26 sites within the University District are listed in the Department of Ecology Confirmed and Suspected Contaminated Sites List. The potential for environmental contamination also exists at many other properties that have not been reported. A recent Eastern Washington University study found that approximately 328 acres, representing approximately 40% of the land in the University District is vacant or underutilized. It is likely that many of these properties are constrained by environmental contamination concerns.

Common contaminants of concern in this area are heavy metals and lead, as well as coal and incinerator ash, which were spread throughout the area. Site assessments conducted to date indicate that environmental contamination in the area is typically limited to the upper several feet of near-surface soil.

Purpose of the Project:

To complete site assessment and planning activities needed to coordinate cleanup activities with future property development.

PART 2: SCOPE OF WORK

The tasks set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY in the current budget. The RECIPIENT must complete all activities in the following tasks, including deliverables, by the expiration date of this agreement unless otherwise stated in this agreement or approved by ECOLOGY in writing.

TASK 1: GRANT AND PROJECT ADMINISTRATION

This task funds RECIPIENT costs ECOLOGY determines reasonable and necessary to manage the grant and project.

TASK 2: INTEGRATED PLANNING

This task funds RECIPIENT costs ECOLOGY determines reasonable and necessary to complete the following:

- Phase I and Phase II Environmental Site Assessment.
- Collect and analyze soil and groundwater samples.
- Complete a Focused Site Assessment report.
- Targeted market and feasibility study.
- Property owner workshop.
- Stakeholder interviews.
- Developer outreach.
- Regulatory and physical conditions assessment.
- Challenges and opportunities assessment.
- Develop an implementation strategy.

PART 3: FUND SOURCE AND BUDGET

A. FUND SOURCE

Total Eligible Project Cost		\$200,000
Fund	Fund Share (%)	Maximum Fund Amount
Local Toxics Control Account (LTCA)	100%	\$200,000
Match Requirement	Match Share (%)	Match Amount
Cash Match	0%	\$0

B. BUDGET

<u>Grant Tasks</u>	<u>Estimated Eligible Cost</u>	<u>Estimated Maximum Fund Amount</u>
1. Grant and Project Administration	\$40,000	\$40,000
2. Integrated Planning	\$160,000	\$160,000
TOTAL:	\$200,000	\$200,000

C. BUDGET CONDITIONS

1. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement is at the sole expense of the RECIPIENT.
2. Overhead is eligible at a rate of up to 25 percent of RECIPIENT staff salaries and benefits for time devoted to tasks outlined in this agreement.
3. The RECIPIENT shall provide ECOLOGY a list of staff that will be working on the project, their title and role, the percentage of time they will devote to grant projects, their salary rate, and their benefit rate.
4. To increase or decrease state funding or change the scope of work, ECOLOGY requires a formal amendment. Reallocating funds among grant tasks may be performed through a letter amendment.

PART 4: SPECIAL TERMS AND CONDITIONS

A. ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

B. BILLING

1. Unless otherwise approved in writing by the ECOLOGY Financial Manager, the RECIPIENT shall submit a payment request to ECOLOGY quarterly.
2. The RECIPIENT shall submit payment requests on ECOLOGY provided forms that include an A-19, B2, C2, E, and a progress report, unless alternative forms are approved by the ECOLOGY Financial Manager.
3. Except for the A-19, ECOLOGY prefers the electronic submittal of payment requests and backup documentation. If the RECIPIENT submits paper copies, the RECIPIENT must submit one copy to the ECOLOGY financial manager, and one copy to the ECOLOGY project manager.
4. The final payment request shall include a Final Project Report on ECOLOGY provided forms unless otherwise approved by the ECOLOGY Financial Manager.
5. In-kind services are not eligible for match.
6. Legal costs are not grant eligible.
7. Some costs require the ECOLOGY Financial Manager's approval. It is the RECIPIENT's responsibility to understand the eligibility of costs and their responsibility to obtain approvals prior to incurring costs. Costs incurred without required prior approvals may be at the sole expense of the RECIPIENT.

C. DOCUMENTATION

1. RECIPIENT shall include the supporting documentation for all expenses, including RECIPIENT salary and benefits. Supporting documentation includes contractor and subcontractor invoices and receipts, accounting records, or any other form of record that establishes the appropriateness of an expense.
2. ECOLOGY may request additional documentation if needed to determine if a cost will be allowed.
3. RECIPIENT shall provide clear and legible supporting documentation and present it organized by task as entered on the C2.

4. RECIPIENT accounting procedures shall include maintaining supporting documentation in a common grant file. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and vouchers sent to ECOLOGY. The Recipient shall keep all supporting documentation for audit purposes for at least three years after the expiration date of the agreement.

D. EQUIPMENT ACQUISITION, USE MANAGEMENT, AND DISPOSITION

Equipment Acquisition: The RECIPIENT may purchase equipment needed to accomplish the scope of work in the grant agreement, with written approval by ECOLOGY's Financial Manager. The RECIPIENT is responsible for any costs the Financial Manager does not approve.

Generally, the ECOLOGY Financial Manager will need the following information to evaluate requests to purchase equipment:

1. Description of the equipment, including identification of operation and maintenance items that are to be grant funded (such as insurance, repairs, fuel, etc.).
2. Justification for the purchase, including analysis of rent vs. purchase.
3. Total Cost, including estimate of operation and maintenance costs.
4. Useful life-expectancy of the equipment.

Equipment Use: During the effective dates of the agreement and any amendments thereto, equipment purchased with grant funds must be used to accomplish activities funded by the agreement. It may be used for activities not funded by the agreement as long as that use does not interfere with work on the originally authorized projects.

The RECIPIENT may not use the equipment to provide services for a fee to compete unfairly with private companies providing equivalent services, unless specifically permitted by statute.

The RECIPIENT agrees to make equipment purchased with grant funds available for use by ECOLOGY as long as that use does not interfere with work on the originally authorized projects.

Equipment Management: The RECIPIENT agrees to maintain and manage the equipment properly to optimize its life span. The RECIPIENT must have in place some form of inventory control system that includes a physical inventory to document where the equipment is being used, and a maintenance record that insures the equipment is being kept in good working condition.

Equipment Disposition: When the equipment is no longer needed for the originally authorized purpose, the RECIPIENT shall dispose of purchased equipment by sale for fair market value, ensuring the highest possible return. Proceeds shall be used for RECIPIENT's monitoring or other cleanup related activities.

E. FAILURE TO COMMENCE AND SUSTAIN WORK

In the event the RECIPIENT fails to commence work under this agreement within 3 months, or sustain work in accordance with the work schedule established in the order or decree for the site, ECOLOGY reserves the right to terminate this agreement.

F. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
6. The RECIPIENT should report payments made to qualified firms to ECOLOGY at the time of submitting each invoice. Please include the following information on the ECOLOGY provided Form D:
 - i. Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
 - ii. The total dollar amount paid to qualified firms under this invoice.

G. PROCUREMENT AND CONTRACTS

- a) The RECIPIENT certifies that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in the *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005).
- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S Project Manager.

Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to the ECOLOGY Project Manager for review and approval. Following

the contract execution, the RECIPIENT shall submit a copy of the final contract to ECOLOGY's Project and Financial Managers.

H. REPORTING

1. Progress Reports: The RECIPIENT shall submit progress reports with each payment request. The RECIPIENT shall submit a progress report no less frequently than quarterly, even if a payment request is not submitted. These reports shall be in accordance with the ECOLOGY-approved reporting format as indicated in the Remedial Action Grant Guidelines, or as otherwise approved by the ECOLOGY Financial Manager. ECOLOGY shall not approve payments without the required progress reports.
2. Spending Plans: The RECIPIENT shall submit a spending plan to ECOLOGY. The spending plan identifies the RECIPIENT'S quarterly billing projections. The RECIPIENT shall update the spending plan as needed throughout the term of the agreement upon request.
3. Final Project Report: In addition to the progress report that identifies the work performed during the latest billing period, the final payment request shall include a copy of the final project report. This report summarizes the project goals, purpose of the actions conducted, and outcomes of the project. ECOLOGY may withhold final payment pending RECIPIENT's submittal of the final project report.
4. Sampling data: The RECIPIENT shall submit all sampling data to ECOLOGY in both printed and electronic formats in accordance with WAC 173-340-840(5) and the Toxics Cleanup Program Policy 840: Data Submittal Requirements. ECOLOGY may withhold payment if the RECIPIENT does not submit sampling data.

I. STATE-WIDE VENDOR REGISTRATION

RECIPIENT will receive payment for approved and completed work through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must register as a state-wide vendor by submitting a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. Contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov for any questions about the vendor registration process.

J. TRAINING

The RECIPIENT agrees to participate in any ECOLOGY recommended or required trainings related to fulfilling the terms of the agreement.

K. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall submit a copy of the contract to ECOLOGY upon request. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

L. ALL WRITINGS CONTAINED HEREIN

This agreement, including the appended “General Terms and Conditions,” the latest approved budget, Remedial Action Program Guidelines, and ECOLOGY’S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005), contains the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

IN WITNESS WHEREOF, the parties hereby sign this Grant Agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF SPOKANE

Laurie G. Davies
Program Manager
Waste 2 Resources Program

Scott Chesney
Date _____

Director of Planning and Development

Approved as to form only Assistant Attorney General

GENERAL TERMS AND CONDITIONS
**Pertaining to Grant and Loan Agreements of
the Department of Ecology**

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the

DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. **Acquisition Projects.** The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies,

Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability..

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04



Department of Ecology
WASTE 2 RESOURCES PROGRAM

Application for Remedial Action Grant

PART I - GENERAL INFORMATION

1. APPLICANT INFORMATION

Name City of Spokane Address 808 West Spokane Falls Boulevard

(Street or PO Box No.)

Dept/Div Planning and Development Services

Spokane, WA 99201

(Town/City, State and ZIP+4)

Tax ID Number 91-6001280

Applicant Type (Check appropriate box)

☒ City ☐ County ☐ Port (or Special Purpose District) ☐ Other (Specify)

2. PROJECT INFORMATION

SITE NAME University District – Hutton Property

SITE RANK

Not
Ranked

FACILITY SITE ID

19213533
WRIA 57

3. PROJECT COST

A. Total Project Costs \$ 200,000

B. Total Grant Eligible Costs \$ 200,000

C. Total Grant or Loan Requested
(State Share) \$ 200,000

4. PROJECT PERIOD

From June 1, 2013 (Date of earliest costs incurred)

To June 30, 2014 (Projected completion date)

State Match Percent Requested
(Typical is 50%) 100%

5. AGREEMENT REQUESTED

- ☐ Independent Remedial Action Grant- VCP # _____ ☐ Oversight Remedial Action Grant
- ☐ Safe Drinking Water Action Grant ☐ Areawide Groundwater Contamination Grant ☐ Derelict Vessel Grant
- ☐ Standard or Extraordinary Financial Hardship Loan
- ☒ Integrated Planning Grant ☐ Other _____

5A. For Oversight Remedial Action Grants: Project objectives will include:

- ☒ New substantial economic development ☐ Habitat restoration ☐ Public recreation

6. INVESTMENT IN ENVIRONMENT (Environmental benefits resulting from the proposed project)

- ☒ Regulatory compliance with MTCA or CERCLA ☐ Restore or Protect Designated Beneficial Uses
- ☐ Eliminate a Public Health Emergency
- ☐ Other _____

* Note: See Appendix 5 of RA Grant Guidelines for assistance.

7. PROJECT LOCATION

Does the project address contamination that does or could affect the Puget Sound? ☒ Yes or ☐ No

County Spokane County

LAT/LONG 47N39'27"; 117W24'09"

Street Address 521 East Sprague Avenue

Legislative District(s) 3

Spokane, WA

Congressional District (s) 5

If you need this publication in another format, please call the Waste 2 Resources Program at (360) 407-6900. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

8. CLEANUP AGREEMENT ASSOCIATED WITH THE PROJECT AND ITS ESTIMATED COMPLETION DATE

- ☐ Consent Decree, Ecology/EPA ☐ Agreed Order, Ecology ☐ Administrative Order, EPA
- ☐ Prospective Purchaser Agreement ☐ Enforcement Order, Ecology/EPA ☐ Other

Please Note: If your agreement is final, provide the Official Document Number and include a signed copy of the document with your application. Official Document No.

9. APPLICANT PROJECT MANAGER (For technical questions about the site or project. Ecology Site Manager's primary contact. **This is a local government contact.**)

Name Scott Chesney

Title Planning Director

Address 808 West Spokane Falls Blvd

Spokane, WA 99201

Telephone
(Include Area Code) 509-625-6061

Email Address schesney@spokanecity.org

10. ADMINISTRATION CONTACT (For questions about payment requests. Ecology Grant Manager's primary contact. **This is a local government contact.**)

Name _____

Title _____

Address _____

Telephone
(Include Area Code) _____

Email Address _____

11. Authorized signatory for grant – Who is authorized by your organization to sign grant agreements?

Signatory Name: Scott Chesney

Signatory Title: Director of Planning and Development

Please Note: Some recipients require a special signatory page for their agreements that allows signature approval by multiple members of a city or county council, or port district. **I require a special signature page** ☐

12. OTHER REQUIRED INFORMATION. The following information is needed prior to drafting your grant agreement. For Oversight grants, it is not necessary to submit all of this at the time of application. (Attach separately or email to the grant manager.)

- **10 Year Grant Forecast** (oversight grants)- Forecast template: <http://www.ecy.wa.gov/biblio/ecy070352.html>
- **Spending Plan** (oversight, integrated planning)- Spending plan template: <http://www.ecy.wa.gov/biblio/ecy070108.html>
- **Copy of cleanup agreement, e.g. agreed order, consent decree, AOC** (oversight grants)
- **Copy of the No Further Action letter** (independent remedial action grants)
- **Copy of final cleanup report** (independent remedial action grants)
- **Copies of all invoices** (independent remedial action grants)
- **Copy of any special signatory pages** required for your agreement (all agreements/recipient dependent)

PART II – PROJECT AND BUDGET INFORMATION

SECTION A – Narrative Statement

Attach detailed site information on separate page. This should include:

- Short history/background of the site (site location, past and current site uses, ownership, contaminants of concern)
- Historic or current cleanup agreements relevant to the site (state or federal, consent decrees, agreed orders)
- Site's current status
- Overview / summary of the remedial activities performed in the past and those planned for the future.
- Outcomes expected, including planned land use
- Any existing agreements with consultants that will be grant funded
- Any existing scope of work approved by Ecology

SECTION B – Proposed Scope Of Work

Please Note: Provide specific details for each activity you want considered for grant funding.

~The grant manager approves costs during the payment process~

TASK NAME AND ACTIVITIES DESCRIPTION <i>Your Grant Manager may request more detail Attach additional pages and add tasks as needed</i>	TOTAL PROJECT COST	AMOUNT REQUESTED FROM ECOLOGY	AMOUNT/ SOURCE OF OTHER FUNDING	ESTIMATED START DATE	ESTIMATED COMPLETION DATE
1. Grant and Project Administration (Recipient staff costs required to manage the grant and project.)					
2. Assessment & Investigations (Costs incurred planning and implementing site investigations, including Remedial Investigations (RI).)					
3. Feasibility Study (FS) (Costs required to plan and implement the FS and analysis of cleanup alternatives.)					
4. Cleanup Actions (Costs required to plan and implement the cleanup actions for the site; this includes the Cleanup Action Plan (CAP).)					
5. Source Control (Costs required to investigate and control the causes of contamination at the site.)					
6. Monitoring (Costs of planning and installing systems, and up to one year of long-term monitoring.)					
7. Independent Remedial Actions Actions performed subject to the department's review under the VCP or incorporated as part of the order or decree.					
8. Integrated Planning Grant Activities (Includes planning and public outreach)	\$200,000	\$200,000	\$0	June 1, 2013	June 30, 2014
9. Past Costs Costs incurred prior to the signature date on the order/decreed. Work that will be approved by Ecology to be incorporated into the order/decreed.					
10. Other (describe)					
TOTALS	\$200,000	\$200,000	\$0	June 1, 2013	June 30, 2014

CONTRIBUTIONS, MATCH, AND OTHER GRANTS

\$N/A

\$N/A

\$N/A

\$

Source of funds

\$N/A

Source of funds

Name

N/A

Title

Address

Telephone

Fax

Email

Amount

Description

Cash

N/A

General Obligation Bonds

N/A

Insurance Settlements

N/A

Local Improvement District (LID)

N/A

Revenue Bonds

N/A

Non-Ecology Grants (Identify)

N/A

Other (Describe)

N/A

TOTAL MATCHING FUNDS

N/A

The undersigned representative certifies that the information submitted herewith is true and correct to the best of his/her knowledge and belief, and is authorized to sign and submit this application on behalf of their organization. (Consultants cannot sign or apply on behalf of a local government.)

The applicant agrees that if a grant is awarded on the basis of this application or any revision or amendment thereof, it will comply with all applicable statutory provisions and with the applicable terms, conditions, and procedures of the Department of Ecology grant regulation Ch. 173-322 WAC, and of the grant agreement.

The applicant certifies that they understand that the Remedial Action Grant Program Guidelines, Ecology Publication No. 07-07-032, <http://www.ecy.wa.gov/biblio/0707032.html>, are applicable to any agreement resulting from this application.

Signature of Authorized Representative

Scott Chesney, Planning Director

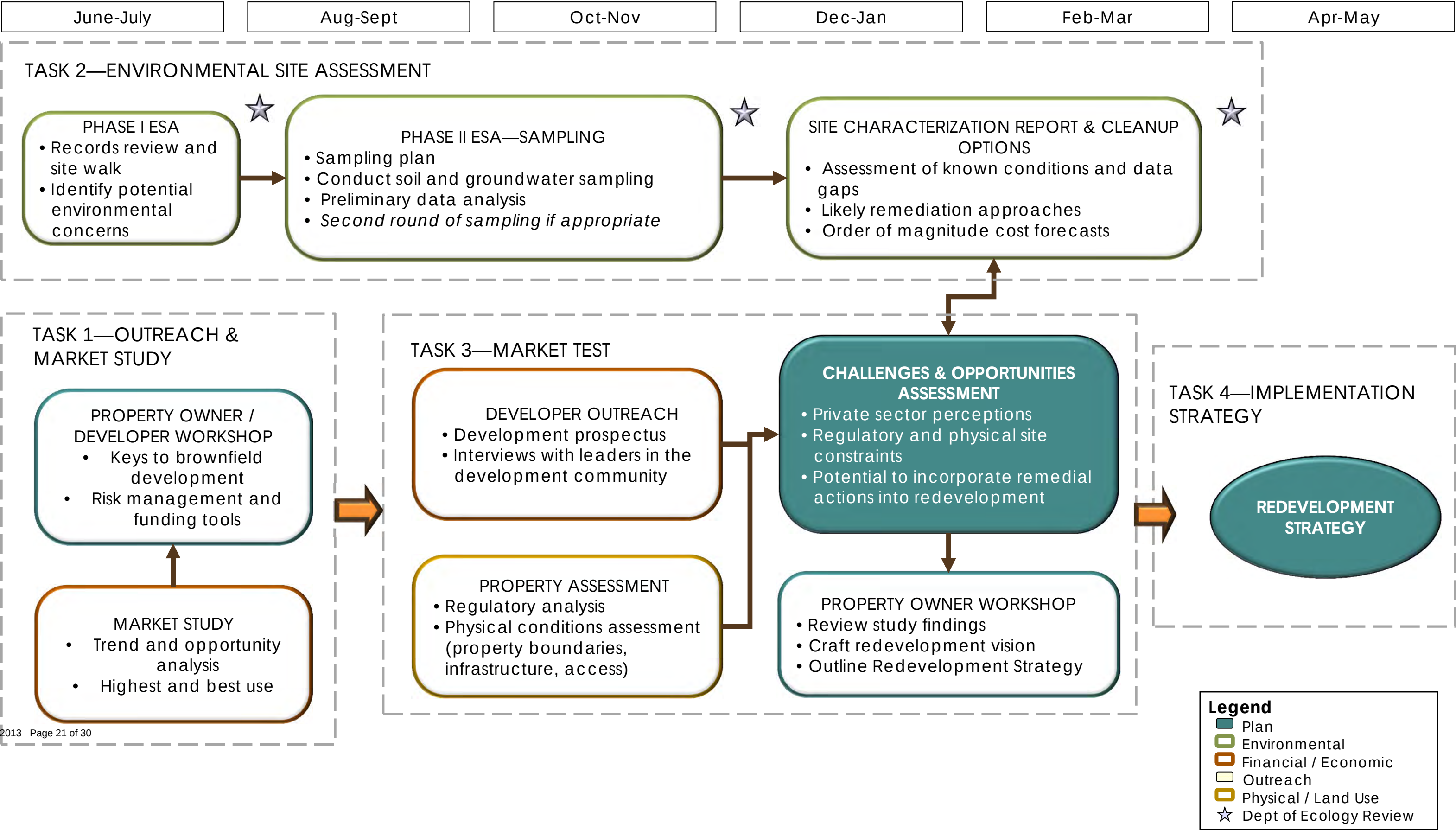
Typed Name and Title

Date _____

509-625-6061

Telephone No. (include area code)

SPOKANE UNIVERSITY DISTRICT
INTEGRATED REDEVELOPMENT PLANNING
WORK PLAN



SPOKANE UNIVERSITY DISTRICT INTEGRATED PLANNING GRANT APPLICATION

1. Project Description

The City of Spokane (City) is requesting an Integrated Planning Grant (IPG) to conduct environmental due diligence and redevelopment planning for its University District, including potential brownfield properties located near Sprague Avenue. The study will support the newly formed University District Public Development Authority in setting work plan priorities and exploring opportunities for public land assembly to set the stage for private investment. The IPG study will create a model for how brownfield properties can be positioned for redevelopment in the University District. The Hutton Settlement property, a former gas station located strategically near the landing of the proposed pedestrian bridge that will connect the south University District to Riverpoint Campus will be the prototype property for environmental due diligence studies, but redevelopment and market studies conducted under the IPG will take a broader view of the area.

The City is working with partners at the federal, state, and local levels to make major investments to revitalize the University District into a vibrant, sustainably designed regional center for research and innovation employing adaptive reuse strategies. The establishment of the Riverpoint Campus for Washington State University, Eastern Washington University, Whitworth University, and the Community Colleges of Spokane has created the opportunity for significant redevelopment of this area. The Sprague Corridor, immediately south of Riverpoint Campus is poised for redevelopment, but uncertainty about legacy contamination from historical uses is a barrier to new investment.

2. Context

Historically an industrial and commercial center, the area east of Downtown Spokane has emerged into a distinct University District that is rapidly changing. While Gonzaga University was founded in 1887, the Eastern Washington University and Washington State University presence on Riverpoint Campus began in 1995. Community Colleges of Spokane relocated their administration offices to the Riverpoint Campus in 2000. The growth and success of Riverpoint campus institutions, including Washington State University—Spokane, Eastern Washington University, Whitworth University, the Community Colleges of Spokane, Innovate Washington (formerly the Spokane Intercollegiate Research and Technology Institute or Sirti), and increased prominence of Gonzaga University, are transforming this part of town into an intellectual and creative center for Spokane and the region.

With its location between downtown and the Medical District, its mix of old and new buildings as well as vacant and underutilized parcels, and as home to four universities and the community colleges, the University District has many of the physical and institutional assets to be a destination for entrepreneurial young professionals and support revitalization of Spokane. Redevelopment will provide economic benefit to the City by creating jobs, increasing its tax base, and use existing infrastructure more efficiently.

In 2005, the City of Spokane completed the University District Strategic Master Plan. The Master Plan creates a bold vision to leverage the resources of the higher education, research, and health care industry to create a vibrant place that is attractive to creative individuals and spurs growth of the knowledge-based economy. The Master Plan envisions the University District as a center for

intellectual and research excellence and an economic engine for the new economy. The District is imagined as a vibrant, 24/7, pedestrian-first place with an eclectic mix of uses, including housing, offices shops, university uses, manufacturing, and warehouses. Key elements of the Master Plan address:

Mobility—The Master Plan supports pedestrian/bicycle-based populations, and mitigates the current traffic issues around the campus area. Retail corridors, that include professional services, cottage industries and entertainment venues, will be pedestrian and bicycle friendly. A major element of this will be the construction of a pedestrian/bicycle bridge that will cross the existing Burlington Northern/ Santa Fe railroad tracks at Grant Street. This bold concept will facilitate pedestrian and bicycle traffic directly to the south end of the Riverpoint Campus and provide a link to the underdeveloped commercial district around Sprague Avenue, including the Hutton Settlement Property and the medical district on South Hill.

Mix of Uses—Focuses on creating a vibrant mixed-use environment with housing, campus facilities, amenities, shopping, dining and gathering places. As envisioned, not only will housing units be constructed, but also permanent employment will be created through collateral businesses to support a growing student population. Retail diversity will be one of the primary objectives, attracting students, faculty and out-of-district visitors. This will provide economic stability to the people of the region and contribute significant revenues to the State and the City of Spokane through increased property values and sales tax revenues. While all communities are looking for the catalyst to spur economic development and reinvigorate downtown cores, Spokane has a very unique opportunity to create an authentic environment that is distinct in its vision, impact and setting.

Sustainability—Incorporates sustainable design as a core principle. Sustainability is addressed in every aspect of the plan—through the proposed pedestrian and bicycle improvements, the restoration of the Spokane River, maximizing existing infrastructure, utilizing ‘green designs’ for new infrastructure and the expectation that new buildings will strive for LEED certification.

Legacy Contamination

Contamination from past commercial and industrial uses presents a significant challenge to redevelopment of the University District. A total of 26 sites within the University District are listed in the Department of Ecology Confirmed and Suspected Contaminated Sites List and Leaking Underground Storage Tank databases. The potential for environmental contamination also exists at many other properties that have not been reported. A recent Eastern Washington University study found that approximately 328 acres, representing approximately 40% of the land in the University District is vacant or underutilized¹. It is likely that many of these properties are constrained by environmental contamination concerns.

Common contaminants of concern in this area are heavy metals and lead, as well as coal and incinerator ash, which were spread throughout the area. Site assessments conducted to date indicate

¹ Eastern Washington University Urban and Regional Planning Program. 2011. Spokane University District Assessment: A Search for Patterns. http://www.spokaneuniversitydistrict.com/documents/UD_Assessment_2011_web.pdf

that environmental contamination in the area is typically limited to the upper several feet of near-surface soil.

Implementing the University District Master Plan

Major steps have been made in revitalizing the University District in recent years including

- Establishing the University District Revitalization Area and successfully applying for Local Infrastructure Financing Tool (LIFT) funds.
- Martin Luther King Jr. Way project which consists of a new east/west road through the Riverpoint campus which will decrease automobile traffic through campus and improve pedestrian safety.
- Biomedical and Health Sciences Building, a 125,000 square foot research and education complex currently under construction on a formerly contaminated site that required soil remediation.
- The Type, Size and Location Study of the Pedestrian Bridge crossing the railroad tracks and connecting the Riverpoint Campus with medical facilities and the Sprague Avenue area to the south.
- Sprague Corridor Plan in 2011 created a public planning process to develop a vision for redevelopment south of Riverpoint Campus around the themes of
 - Promoting a vibrant, mixed use community;
 - Supporting multi-modal transportation options to reduce congestion, improve pedestrian safety, and reduce greenhouse gas emissions; and
 - Incorporating green infrastructure techniques to improve stormwater management and improve the streetscape.
- Creation of the University District Public Development Authority in 2012.

Prototype Property for Integrated Planning Grant

The Hutton Settlement Property (the Property) is an approximately 1 acre parcel located on the corner of East Sprague Avenue and North Sheridan Street, just east of the landing of the proposed Pedestrian Bridge. The Property (tax parcel number 35173.1201) was used as a gas station from approximately 1955 to 1980. The Department of Ecology Underground Storage Tank (UST) database indicates that an unleaded gasoline tank and a waste oil tank were removed (UST Site Identification Number 10473), but there is no record of soil or groundwater sampling to evaluate whether there is any residual contamination on the property. The Property is representative of many sites in the Sprague Avenue Corridor that have historical uses that are perceived to have potential environmental impacts, but limited data available on actual conditions.

The board of the Hutton Settlement has agreed to provide the City with access to the property to conduct environmental studies, but want to proceed cautiously. To address the board's concerns, the City has agreed that the IPG process will proceed in deliberate and prudent steps beginning with a Phase I Environmental Site Assessment and that the Hutton Settlement will be briefed and have opportunity to review draft reports.

3. Redevelopment Potential

The Hutton Settlement property and surrounding area will receive significant lift in value from public investments in the pedestrian bridge and streetscape improvements along Sprague Avenue. The plans for this area envision the Property and surrounding area redeveloping as mixed use buildings with ground floor retail below multiple stories of residential units. It will likely take a substantial developer with creativity and vision to initiate this type of redevelopment on Sprague Avenue. The redevelopment planning elements of the IPG will engage these kinds of developers to provide a realistic assessment of what it would take to attract outside investment in this area.

4. Public-Private Partnership

Partnerships between the public and private sectors are critical to revitalization of communities. Through years of collaborative planning, strong relationships have developed in the University District that will be leveraged in this project. The following parties will be involved in this project as part of an Advisory Team to help guide the effort.

- City of Spokane, Business and Development Services Division
- University District Public Development Authority
- Washington State University
- Gonzaga University
- Whitworth University
- Eastern Washington University
- Community Colleges of Spokane
- University District Development Association
- East Spokane Business Association
- Greater Spokane Incorporated
- Avista
- Innovate Washington

5. Environmental Nexus

The objective of Ecology's Integrated Planning Grant program is to provide local governments with support for planning for cleanup and redevelopment of contaminated property. The City of Spokane's proposal aligns with that objective and the intended use of the Model Toxics Control Account by addressing legacy environmental contamination issues and developing a model to promote and expedite the cleanup and redevelopment of brownfield properties in the University District, including the prototypical Hutton Settlement Property. This Property was formerly used as a gas station and though records indicate that two USTs were removed, no environmental investigation has been conducted to assess any potential impacts from leaks or spills.

6. Sustainable Redevelopment

The University District Strategic Master Plan and the South University District—Sprague Corridor Investment Strategy create a vision and roadmap for sustainable redevelopment. These plans and the proposed IPG study incorporate a triple bottom line approach that seeks to create benefits to the environment, the economy, and the community.

Environment	Economy	Community
<i>Address legacy contamination issues</i>	<i>Remove barriers to redevelopment and private investment</i>	<i>Promote urban infill development to revitalize the area.</i>
<i>Support plans for implementing green infrastructure to improve stormwater management</i>	<i>Increase the property values and associated tax revenues</i>	<i>Improve quality of life in an under-developed neighborhood.</i>
<i>Support plans for greenhouse gas emission reduction through urban design and transportation options</i>	<i>Creation of construction and permanent jobs</i>	

7. Elements of Integrated Work Program

The City of Spokane has worked with the local community and its partners to lay the foundation for redevelopment in the Sprague Corridor area through the University District Strategic Plan and the Corridor Study. The IPG will build on these efforts and provide two critical elements that have not been addressed: field investigation of environmental contamination issues, and market analysis of redevelopment potential. The following scope of work describes each of the major work program tasks in more detail.

Task 1 Outreach and Market Study

Subtask 1.1—Market Study

A targeted market and feasibility study will be conducted to assess status and trends and opportunities in the University District. The study will review the market demand for different types of uses in the University District and likely absorption rates to establish a realistic sense of the scale of potential future development. This study will leverage and update previous studies, such as the 2007 University District Market Analysis conducted as part of a U.S. Environmental Protection Agency Smart Growth Implementation Assistance project. It is important to update the market study to account for the region's gradual recovery from the Great Recession.

Subtask 1.2—Property Owner Workshop

The City and University District Public Development Authority will host a small group workshop for property owners and developers in the Sprague Corridor area. The workshop will provide property owners and developers with an opportunity to learn the results of the market and feasibility study (Subtask 1.1) and get personal advising from a panel of experts in environmental remediation, risk management, and financing. The purposes of the workshop will be to

- Review University District and City plans for redevelopment of the area
- Engage property owners in discussion of development opportunities and constraints in the area

- Educate property owners and developers about brownfield issues and tools to manage risk and finance remedial action.

In addition to this public workshop, the expert panel will meet privately with the Hutton Settlement to discuss the environmental cleanup process and development potential for the Property.

Subtask 1.3—Stakeholder Interviews

The City and University District Public Development Authority will conduct small group meetings and individual interviews with key stakeholders in the area including community organizations, business leaders, and university officials to solicit their opinions on the needs and challenges facing the Sprague Corridor area and concerns about environmental contamination issues.

Task 2 Environmental Site Assessments

Understanding the nature and extent of contamination on a property is a fundamental step in planning for cleanup and redevelopment. The IPG would support a focused environmental site assessment on the Hutton Settlement Property, and other properties that may be identified through the planning process. The environmental site assessment will be conducted in consultation with the Department of Ecology.

Subtask 2.1—Phase I Environmental Site Assessment (ESA). The Phase I ESA would include a review of any existing environmental studies of the property, public environmental databases, and historical records to identify potential environmental concerns.

Subtask 2.2—If the findings of the Phase I ESA indicate a need for further investigation, then a Phase II ESA would be conducted. Site characterization is typically an iterative process. A first round of sampling will allow for general characterization of the types of pollutants on the Property and their location. This investigation effort involves collecting soil samples for laboratory analysis, comparison of chemical concentrations to state cleanup standards, and evaluation of likely historical pollutant sources. Groundwater samples will also be collected if needed. Typically, additional rounds of sampling are needed to fully define the horizontal and vertical extent of contaminants and answer questions about site conditions that arise through data analysis and risk assessment. It is assumed that a focused site assessment will provide sufficient information to generally characterize the type of contamination on a property and inform evaluation of likely approaches to remediation. While these assessments may not meet all the requirements of a complete Remedial Investigation and Feasibility Study under the Model Toxics Control Act, it will provide critical information to developing a cleanup and redevelopment strategy for a brownfield property.

This subtask will involve the following steps:

- Prepare a sampling work plan to characterize the nature and extent of contamination on the Property. This work plan will include a description of quality assurance measures and field procedures to meet state standards for site characterization efforts. A health and safety plan will also be prepared for the on-site work. The work plan will be provided to Ecology for comment and review.
- Conduct on-site sampling of soil and groundwater. Sample locations and specific contaminants analyzed will be determined by research on the historical uses of the properties and recognized environmental concerns.

- Analyze soil and groundwater samples in a certified analytical laboratory to determine concentrations of chemicals of potential concern.
- Analyze laboratory data, physical site conditions, and historical activities on the Property to develop a preliminary description of the findings of the site characterization and prepare a preliminary model of potential exposure routes of contaminants to humans and the environment (conceptual site model).
- If needed, conduct additional sampling to fill data gaps to develop a more complete understanding of the extent of contamination.
- Assess likely cleanup scenarios and develop order of magnitude cost forecasts.
- Summarize environmental investigation and cleanup alternatives in a “Focused Site Assessment Report”.

It is important to note that MTCA defines a contaminated “site” based on the extent of contamination, not on property boundaries. Collection of samples beyond the Property boundaries may be required to complete the remedial investigation if information indicates the possibility of contamination extending beyond these limits.

Task 3 Market Test

Subtask 3.1—Developer Outreach

The City and University District Public Development Authority will reach out to regional and national developers to solicit direct feedback on the potential for private sector investment in the Sprague Corridor. Because of the potential scale and complexity envisioned for redevelopment of the University District, it is likely that regional or national scale developers will need to be engaged. These developers have greater resources and different perspectives than most local firms. The City and University District Public Development Authority will prepare a development prospectus for the area based on information from the Market Study, University District Master Strategic Plan, and the Sprague Corridor Study. The prospectus will be used as a communication tool to inform developers of the economic opportunities of the Sprague Corridor.

Through interviews with developers, the City and University District Public Development Authority will compile a list of opportunities and challenges as perceived by the private sector. This information will provide unique insight to understand how to stimulate redevelopment of the area.

Subtask 3.2—Regulatory and Physical Conditions Assessment. Conduct an assessment of development regulations and the physical characteristics of key properties in the Sprague Corridor. Much of this information is available through previous studies and through the City Business and Development Services Division, including:

- Regulatory—Comprehensive plan designation, zoning, and development regulations that guide the development potential of properties.
- Property boundaries and ownership—Research ownership patterns, property size to assess potential constraints and opportunities for redevelopment, including potential for land assembly to facilitate large scale projects.
- Infrastructure—Research location and capacity of water, sewer, and stormwater systems and roads and transit to service higher intensity infill redevelopment.

- Environmental critical areas—identify and review implications of critical aquifers, geo-hazards, and other natural features protected under local, state and federal environmental laws.
- Historical resources—review existing studies of buildings in survey the potential for historical or pre-historical artifacts to occur on the properties.

These characteristics are all important considerations in developing a site plan for redevelopment and complying with environmental regulations on development.

Subtask 3.3—Challenges and Opportunities Assessment.

The City and University District Public Development Authority will summarize the findings of the Market Test, Property Assessment, and Environmental Assessments into a Challenges and Opportunities report. The report will articulate the key barriers for redevelopment in the Sprague Corridor and potential solutions to promote revitalization. The assessment will consider the potential impacts of public investment such as planned infrastructure improvements and other concepts such as land assembly, regional parking solutions, and public amenities like open spaces to attract private investment.

This report will be shared with the public in a community open house meeting to inform the public of the progress of the study and solicit feedback on the findings.

Task 4 Implementation Strategy

The key steps for moving forward with cleanup and redevelopment of brownfield properties in the Sprague Corridor and University District will be integrated into a redevelopment strategy. The Hutton Settlement property will be used as a prototype for articulating tactics to manage risk, finance cleanup and redevelopment, and address regulatory and physical barriers to redevelopment specific to the unique challenges and opportunities of the University District.

Project Budget

Task	Amount
1. Outreach & Market Study	\$30,000
2. Environmental Assessments	\$100,000
3. Market Test	\$50,000
4. Implementation Strategy	\$20,000
Total	\$ 200,000

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2008-0120

Renews #**Submitting Dept**

POLICE

Cross Ref #

OPR 2008-0120

Contact Name/Phone

CARLY CORTRIGHT 835-4527

Project #**Contact E-Mail**

CCORTRIGHT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680 AMERICAN TRAFFIC SOLUTIONS - PHOTO RED CONTRACT EXTENSION

Agenda Wording

Contract extension with American Traffic Solutions, INC for Traffic Safety Camera System effective 11/13/13 through 11/12/18 (OPR 2008-0120). This is the first of two five year optional extensions. Estimated annual expense is \$625,000.

Summary (Background)

The first of two optional five year extensions, changes include: City may terminate with 90 days notice, Spokane Police Dept (SPD) will be signatory, SPD will mail infractions/violations, Spokane Municipal Court file stamp, scan, and upload each infraction. Existing camera prices are reduced approximately 13%. This extension allows the continuation of the Traffic Safety Camera System with the cost of Police and Municipal Court additional responsibilities being offset by reduced camera pricing.

Fiscal Impact**Budget Account**

Revenue \$ 1,500,000

1380-21700-99999-35370-99999

Expense \$ 625,000

1380-21700-21100-54201-99999

Select \$

BudgetAccount3

Select \$

#

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

CORTRIGHT, CARLY

Study Session

PSC 09/16/2013

Division Director

STRAUB, FRANK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

Police: ccortright, achirowamangu, mdoval, agolden

For the Mayor

SANDERS, THERESA

jfranklin, kclaar

Additional Approvals

Contract Accounting: mlesesne

Purchasing

Street Dept: aschenk

Municipal Court: hdelaney

Taxes & Licenses

Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
September 16, 2013

Subject

Extension of contract with American Traffic Solutions, INC. for Traffic Safety Camera System effective 11/13/2013 through 11/12/2018 (OPR 2008-0120). This is the first of two five year optional extensions. Estimated revenue is \$1,500,000, and estimated expenses are \$625,000.

Background

The initial five year contract with American Traffic Solutions, INC. expires on November 12, 2013. This first of two five-year extensions includes the following modifications:

- City may terminate for convenience with 90 days written notice; City would pay ATS for unamortized balance of new cameras.
- Spokane Police Department will be signatory
- Spokane Police Department will mail infractions/violation
- Spokane Municipal Court will file stamp, scan, and upload each infraction

Pricing of existing cameras has been reduced by approximately 13% to offset costs of additional Police and Municipal Court responsibilities. Pricing for additional cameras is subject to the agreement of both parties.

Impact

Extension of contract will allow for the continuation the Traffic Safety Camera System for an additional five years with the cost of Police and Municipal Court additional responsibilities being offset by reduced camera pricing.

Action

Approve extension of contract with American Traffic Solutions, INC.

Funding

Funding for the extension of contract with American Traffic Solutions, INC will come from the Traffic Calming Fund.

EXTENSION NO. 1

TRAFFIC SAFETY CAMERA SYSTEM

THIS EXTENSION AGREEMENT is between the CITY OF SPOKANE, a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as "City", and AMERICAN TRAFFIC SOLUTIONS, INC., whose address is 14861 North Scottsdale Road, Suite 109, Scottsdale, Arizona 85254-2788 (billing address is 1330 W. Southern Avenue, Suite 101, Temple, AZ 85282), as "ATS"; and jointly hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the City has implemented and contracted with ATS for the operation of a turnkey traffic safety camera system pursuant to section 46.63.170 of the Revised Code of Washington; and

WHEREAS, the Parties would like to exercise the first extension authorized under agreement OPR 2008-0120; -- Now, Therefore,

The Parties agree as follows:

1. SERVICES. The City continues to retain ATS to provide traffic safety camera system services described in the attached "Exhibit A – Scope of Work". ATS agrees to perform the Scope of Work according to the terms and conditions of this extension agreement.
2. DURATION. This extension agreement shall be effective from November 13, 2013 and run for a period of five (5) years ending November ~~13~~ 12, 2018, unless terminated earlier. The City, at its sole discretion, may extend the term of the agreement for one (1) additional five (5) year period for a total contract term of fifteen (15) years. Such extension shall require the approval of the Spokane City Council.
3. CONTRACT DOCUMENTS. This extension agreement, agreement OPR 2008-0120 dated March 10, 2008, ATS' proposal and the City's Request for Proposals are the contract documents. In the event of conflict, the conflict shall be resolved in favor of this extension agreement.

4. COMPENSATION.

- A. ATS shall be paid in the amounts and manner as described in the attached "Exhibit B – Compensation". The pricing shall be fixed and firm for the initial three (3) years of the extension agreement.
- B. The basis for service charge adjustments after the initial three (3) years shall be based on the following:
 - 1) Unit prices may increase by the CPI according to the average changes during the prior July - July Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor;
 - 2) New Pricing shall not produce a higher profit margin than that on the extension agreement;
 - 3) ATS clearly identifies the items impacted by the increase;
 - 4) The request for an increase shall be accompanied by documentation acceptable to the City sufficient to warrant the price index request; and
 - 5) The new pricing shall remain firm for a minimum of three hundred sixty five (365) days.
- C. This extension agreement includes no reimbursable expenses.

5. COST NEUTRALITY CLAUSE.

- A. The City shall not be required to pay ATS more than the City (or ATS on the City's behalf) has collected/received in fines payments through the use of the Axis System cumulatively throughout the term of the extension agreement. For the purposes of this clause, the term "fines" applies to that portion of fines actually retained by the City according to the distribution method applicable under Washington State law.
- B. This clause will be applied as follows:
 - 1) If collections for the program during any month are less than the full amount of ATS invoices, ATS shall be entitled to the full amount of fines actually collected. ATS will maintain an accounting of any net balances owed to ATS and shall apply future collections first to the accrued balance and then to the current months invoice. At any time that ATS fees and any accrued balances are fully repaid, additional collections will be retained by the City. Any positive revenue balances generated from the program (whether reserved in cash or not by the City) will be used to offset future ATS invoices in the event of monthly deficits.

- 2) Example: if during a given year of the program, revenues minus ATS fees yield a net surplus of \$100,000, this amount would be available to pay ATS invoices for any future periods in the event that less or no revenues were to be generated in future periods. However, at the point where the (actual or paper surplus is exhausted, then no additional payments would be due until additional collected fines were available to cover the cumulative deficit. For the purposes of this clause, the accrued surplus is a calculated figure determined by subtracting ATS fees from program fines collected. The obligation to pay is not subject to the existence of cash reserves from the program, for example, if the City chooses to use or has used these surplus funds for any other uses.
- 3) This clause shall not apply should the City elect not to enforce illegal right turn on red violations or if the City elects not to pursue collections on unpaid violations, or if the City directs ATS to install cameras at a site with an initial starting violation rate of fewer than eight (8) violations per day, or if the City or Police Department waives more than ten percent (10%) of valid violations forwarded to the Police Department for acceptance.

6. WORK ORDER METHODOLOGY FOR APPROVED WORK.

- A. Work Order Procedure. ATS shall continue to provide the City the Camera Systems as specified in work orders issued under the original agreement. ATS shall provide the City new Camera Systems as specified in work orders issued under this extension agreement. Each work order shall be a written document having its own specific Scope of Work ("Work Order Scope of Work") identifying the services to be performed and the associated deliverables to be provided and payment terms. Each work order shall be subject to the terms and conditions of this extension agreement and shall be incorporated into this extension agreement by this reference. ATS shall furnish the City with an integrated turnkey solution; that is, services identified in the work orders shall be provided as a single, complete transaction and not as separate items.
- B. Notice to Proceed on Tasks Identified in Work Orders. For each new work order under this extension agreement, ATS shall commence work upon issuance of a written notice from the City.
- C. Additional Work Orders. Additional work orders issued under this extension agreement may be generated by the City for the following purposes:
 - 1) Upgrade(s) of equipment, software, or change(s) of any deliverable provided hereunder; and
 - 2) Any other items related to red light traffic safety system for which the City places an order.

D. For any work order(s) requested by either Party, ATS shall submit to the City for its review and approval a detailed proposal for the scope, implementation plan, milestones, test and acceptance procedures, as well as the cost consistent with previous work orders, the RFP and RFP response. Once this proposal is received and approved by the City, a new work order will be issued for the change or additional work. Upon the City's written approval and notice to proceed, ATS shall implement the change or additional work and invoice for the changed or additional work consistent with the City's approval notice and the terms and conditions of this extension agreement.

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

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

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Copy: Chief of Police
Spokane Police Department
City/County Public Safety Building
1100 West Mallon Avenue
Spokane, Washington 99260

ATS: American Traffic Solutions, Inc.
1330 West Southern Avenue, Suite 101
Tempe, Arizona 85282
Attn: Legal Department

9. RELATIONSHIP OF THE PARTIES. The Parties intend that an independent contractor relationship will be created by this extension agreement. No agent, employee, servant or representative of ATS shall be deemed to be an employee, agent,

servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of ATS for any purpose.

10. LIABILITY.

- A. To the extent permitted by law, ATS shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from ATS' intentional or negligent acts or breach of its obligations under the extension agreement. ATS' duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. To the extent permitted by law, the City shall indemnify, defend and hold harmless ATS, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the extension agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of ATS, its officers and employees.
- C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Each Party's duty to indemnify shall survive the termination or expiration of the extension agreement.
- E. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

11. INSURANCE. During the term of the extension agreement, ATS shall maintain in force at its own expense, each insurance noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this extension agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to ATS' services to be provided under this extension agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from ATS or its insurer(s) to the City.

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

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

13. VENUE STIPULATION. This extension agreement has been and shall be construed as having been made within the State of Washington. This extension agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this extension agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

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

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

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. ATS shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If ATS does not believe it is

required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. TERMINATION OF EXTENSION AGREEMENT.

- A. For Cause. The City may terminate this extension agreement if ATS is in material breach of any terms of this extension agreement, and the breach has not been corrected according to established standards and agreed upon designs indicated in a valid Work Order within thirty (30) days from notice of breach. For purposes of this subsection, a material breach is defined as a failure to perform any work identified in Paragraph 1 of the Scope of Work (Exhibit A).
- B. For City's Convenience. The City may terminate this extension agreement in whole or in part, without cause and for any reason including the City's convenience, upon ninety (90) days written notice to ATS. For purposes of this clause, each new camera shall be valued at \$120,000.00 and shall be depreciated on a straight line basis over four (4) years. In the event of early termination for convenience, the City shall pay ATS for the unamortized balance of any new cameras.
- C. Acts of Courts or Legislature. In the event the traffic safety camera system pursuant to section 46.63.170 of the Revised Code of Washington is declared unconstitutional by a court of competent jurisdiction or becomes illegal by any other statute, the City may terminate this extension agreement in whole or in part immediately upon written notice to ATS.
- D. Acts of Insolvency. The City may terminate this extension agreement by written notice to ATS if ATS becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- E. Notices. The City shall provide advance notice of termination. ATS shall continue to provide products and services as required by the City until the effective date provided in the termination notice.

18. REPRESENTATIONS AND WARRANTIES.

- A. ATS represents and warrants that it has the requisite training, skill and experience necessary to provide work and is appropriately accredited and licensed by all applicable agencies and governmental entities.
- B. ATS warrants that all materials, equipment, and/or services provided under this extension agreement shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein.

Acceptance of any service and inspection incidental thereto by the City shall not alter or affect the obligations of ATS or the rights of the City.

19. CONFIDENTIAL INFORMATION.

- A. If the City notifies ATS of a public disclosure request, and ATS believes records are exempt from disclosure, it is ATS' responsibility to make determination and pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. ATS must obtain the injunction and serve it on the City before the close of business on the tenth (10th) business day after the City sent notification to ATS. It is ATS' discretionary decision whether to file the lawsuit.
- B. If ATS does not timely obtain and serve an injunction, ATS is deemed to have authorized releasing the record. If the City has notified ATS of a public disclosure request, and ATS has not obtained an injunction and served the City with that injunction by the close of business on the tenth (10th) business day after the City sent notice, the City will then disclose the record.
- C. Notwithstanding the above, ATS must not take any action that would affect (1) the City's ability to use goods and services provided under this agreement or (2) ATS' obligations under this extension agreement.
- D. ATS will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

20. DISPUTES.

- A. Any dispute or misunderstanding that may arise under this extension agreement concerning ATS' performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between ATS' Project Manager and the City's Project Manager, or if mutually agreed, referred to the City's named representative and ATS' senior executive(s). Either Party may decline or discontinue such discussions and may then pursue other means to resolve the disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either Party to terminate the extension agreement in accordance with the termination provisions herein.
- B. Notwithstanding above, if the City believes in good faith that some portion of work has not been completed satisfactorily, the City may require ATS to correct the work prior to City payment. In this event, the City must clearly and reasonably provide ATS an explanation of the concern and the remedy that the City expects. The City may withhold from any payment that is otherwise due, an amount that the City in good faith finds to be under dispute, or if ATS does not provide a sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

21. NON-WAIVER. No waiver by any Party of any of the terms of this extension agreement shall be construed as a waiver of the same or other rights of that Party in the future.

22. ENTIRE AGREEMENT. This extension agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this extension agreement. No changes or additions to this extension agreement shall be valid or binding upon the Parties unless the change or addition is in writing, executed by the Parties.

23. MODIFICATION. No modification or amendment to this extension agreement shall be valid until put in writing and signed with the same formalities as this extension agreement.

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

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

26. SEVERABILITY. If any provision of this extension agreement is held by the courts to be illegal or invalid, the remaining provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the extension agreement.

27. ASSIGNMENT. This extension agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this extension agreement without the approval of the other Party.

28. INSPECTION. All work shall be subject, at all times, to inspection by and with approval of the City, but the making (or failure or delay in making) such inspection or approval shall not relieve ATS of responsibility for performance of the work in accordance with this extension agreement, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. ATS shall provide sufficient, safe, and proper facilities and equipment for the inspection and free access to the facilities.

29. EQUIPMENT ON TERMINATION. The Camera System shall be removed at ATS's sole expense at the end of this extension agreement, unless it is extended again.

30 PREVAILING WAGES. ATS and its subcontractors shall pay prevailing wages in accordance with chapter 39.12 RCW. ATS shall provide a Statement of Intent to Pay Prevailing Wages at the beginning of this extension agreement and an Affidavit of Wages paid at the end of the extension agreement. Subcontractors shall provide a Statement of Intent to Pay Prevailing Wages at the beginning of each work order and an Affidavit of Wages paid at the end of the each work order for work performed in the public right-of-way..

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

AMERICAN TRAFFIC SOLUTIONS, INC.

Email Address, if available:

By: _____

Title: _____

Attachments which are a part of this extension agreement:

- Exhibit A – Scope of Work
- Exhibit B - Compensation

SCOPE OF WORK

1. DEFINITIONS:

As used in this extension agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach” is defined as one (1) direction of travel of one (1) or more lanes on a road or a traffic intersection.

“Camera System” means a photo-traffic monitoring device consisting of camera(s) (both the Axis RLC-300 and the Axis Live Video system or - latest version (if required) and a traffic monitoring device capable of accurately detecting a traffic infraction on up to four (4) lanes at one (1) approach and which records such data on an image of such vehicle). “Camera System” shall, where the sense requires, also include any enclosure or cabinet in which the Axis™ System is stationed. As used below, the term “Red Light Stationary Camera System” is used interchangeably with the Camera System term defined here.

“Citation” means a citation issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by the (Axis™) System.

“Operational Time” means the actual time that a Camera System is monitoring traffic.

“Person” or “persons” means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Violation” means failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, or operating a motor vehicle without displaying a valid license plate.

2. DAY-TO-DAY ADMINISTRATION:

The following persons shall be responsible for the day to day administration of this extension agreement:

City:	Teresa Fuller Spokane Police Department City/County Public Safety Building 1100 West Mallon Avenue

Spokane, Washington 99260
Phone: (509) 835-4568
Fax: (509) 625-4066
Email: tfuller@spokanepolice.org

ATS: Director of Operations
American Traffic Solutions, Inc.
14861 North Scottsdale Road, Suite 109
Scottsdale, Arizona 85254-2788,
Phone: (480) 443-7000
Fax: (480) 607-0901
Email: noc@atsol.com

The Parties may change the above contact persons upon written notice to each other.

3. CAMERA SYSTEM.

- A. ATS agrees to provide the City with AxisTM RLC-300 (or better) Red Stationary Camera Systems or latest technology.
- B. The Camera System must utilize a high-resolution digital camera (or cameras). The Camera System shall provide at least ten (10) seconds of full-motion video imaging of each violation as well as at least two (2) still images of the violation event: the first image shall clearly show the scene, including the red signal and a clear view of the vehicle with its front tires in front of the stop bar, prior to committing a violation; and the second image shall clearly show the scene, including the red signal and a clear view of the vehicle inside the intersection while the traffic signal is still red. The license plate number and details must be clearly visible in either one (1) of the two (2) images.
- C. From point of data capture, all camera photos and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence.
- D. Unless an alternative is approved by the City's day-to-day administrator, violation detection and camera triggering must be non-invasive. Installation will be accomplished without interfering with existing roadway surfaces, with the exception of necessary conduit installation in accordance with the City's Pavement Cut Policy (ADMIN 0370-05-02).

4. GENERAL RESPONSIBILITIES - ATS.

- A. ATS shall continue to provide a turnkey solution for Red Light Stationary Camera Systems to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of ATS, except as otherwise provided in this extension agreement. New or previously unforeseen

requirements may, from time to time, be identified and the Parties shall negotiate in good faith to assign to the proper Party the responsibility and cost for these items. In general, if work is to be performed by the City, unless otherwise specified, the City shall not charge ATS for the cost. All other in-scope work, external to the City, is the responsibility of ATS.

- B. ATS will assist the City with evaluation of new candidate sites using the Axis VIMS system.
- C. ATS will continue the Camera Systems at the previously agreed upon approaches. In addition to the current locations, the Parties may agree from time-to-time, by additional Work Orders(s), to add to the quantities and locations where Camera Systems are installed and maintained.
- D. ATS shall obtain, at its sole expense, all required permits, licenses, and insurance required for the installation, maintenance and operation of the Camera System.
- E. ATS shall commence installation of new sites within fourteen (14) days after all approvals and required permits have been approved (the date all permits are approved shall hereinafter be referred to the "Approval Date"). The Approval Date shall be marked by the issuance of a signed letter from ATS to the City, stating that permits for a particular site or set of sites have been approved.
- F. ATS shall have all agreed-upon work completed and fully operational according to the work's agreed upon project schedule.
- G. ATS shall endeavor to hire local contractors for work associated with installation of cameras, etc.

5. OPERATION RESPONSIBILITIES - ATS.

- A. ATS will operate each Camera System on a twenty-four (24) hour basis, barring downtime for maintenance and normal servicing activities.
- B. ATS shall provide necessary training (to include "train the trainer") for persons designated by the City.
- C. At no additional cost, ATS shall develop and implement a Public Awareness Campaign according to ATS' proposal. This will include providing the content and design of public education materials, Web-site design, and assistance with media kick-off events, press releases and communications as specified in its response to the City's Request for Proposals. The content must have the approval of the City. All media related issues will be coordinated by the City.

- D. ATS shall maintain a secure web site (www.violationinfo.com) accessible to citation recipients (defendants) by means of a Notice Number and a PIN, which will allow violation image review.
- E. The Camera System shall be capable of continuous remote monitoring to determine proper operation. ATS shall perform remote status checks and camera monitoring at least twice daily. The Camera System must automatically notify appropriate personnel of any system failure or other problem that would cause the Camera System to be inoperable. ATS will then be required to respond and repair any report of a malfunctioning system within twenty-four (24) hours of receiving notice. No existing traffic signal systems telemetry shall be used for conveyance of any Camera System information, reports, or failure notification.
- F. ATS normally shall provide technician site visits to each Stationary Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspection and maintenance. No ATS technician shall enter a traffic signal cabinet without the presence of a City Traffic Signal Technician.
- G. ATS shall repair a non-functional Stationary Camera System within seventy-two (72) hours of determination of a malfunction.
- H. ATS shall repair the Axis VPS system within one (1) business day from the time of the outage. Outages of City internet connections or infrastructure are excluded from this service level.
- I. In those instances where damage to a Camera System or sensors is caused by negligence on the part of the City or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment and invoice the City for the pre-approved repair cost. ATS shall bear the cost to replace or repair equipment damaged in all other circumstances.

In those instances where any damage is caused by negligence on the part of ATS or its authorized agent(s), ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, ATS shall replace or repair any damaged equipment at its sole expense.
- J. New Sites.
 - 1) Upon completion of installation of a new site, ATS shall perform an end-to-end test for each of the contracted approaches.

- 2) Upon completion of installation and testing of all contracted approaches, ATS shall notify the City that the system is ready for acceptance.
- 3) The City shall conduct an acceptance test in accordance with the RFP specifications.
- 4) Upon successful completion of the acceptance test, the City shall issue a certificate of acceptance.

6. OPERATION RESPONSIBILITIES - CITY.

A. Street Department.

- 1) The City will purchase, install and maintain red light camera warning signs installed by ATS as part of any future work orders approved by the City.
- 2) The City shall provide access to traffic signal phase connections according to approved design. Only City Traffic Signal Technicians will perform wiring connections within the traffic signal cabinet to accomplish the red light camera installation.
- 3) The City may allow ATS to use existing street furniture and poles for the purposes of installing and operating its Camera Systems, according to approved design. A City Traffic Signal Technician must be present during installation for the Camera Systems on existing street furniture and poles at the intersections.
- 4) ATS shall provide installation drawings stamped by a licensed civil engineer where the installation will not significantly alter roadway improvements or existing utilities. ATS work product and drawings shall conform to professional norms and reflect the details of installation work to be completed.
- 5) The City shall approve or reject ATS' submitted plans within twenty (20) working days of receipt. Where more than one (1) submittal is required by ATS to meet City of Spokane Standards, each corrected submittal by ATS shall restart a fifteen (15) working day review period.
- 6) The design and installation shall meet the most current City of Spokane Design Standards and Policies and be approved through the City's Engineering Services Department. All construction and installation shall be in accordance with the most current edition of the WSDOT "Standard Specifications for Road, Bridge, and Municipal Construction" and the City of Spokane "General Provisions for Private Contracts".

- 7) The City shall process right of way use and pole attachment permit requests prepared by ATS in accordance with City established criteria. ATS shall be responsible for all applicable fees to process required permits unless waived by the City prior to application of the permits.
- 8) No open trenching at concrete intersections for conduit installations will be allowed. Any open trenching in other areas must follow City of Spokane guidelines and the City's Pavement Cut Policy.
- 9) ATS shall use only City of Spokane signal / lighting conduit from controller cabinet to the junction box that is nearest the signal controller cabinet.
- 10) ATS will not be allowed to use other City of Spokane conduit.

B. Police Department:

- 1) The Spokane Police Department shall process each potential violation in accordance with Washington State laws and City ordinances within three (3) business days of its appearance in the Police Review Queue, using AxisTM to determine which violations will be issued as Infractions or Notices of Violations. The City and ATS shall mutually agree on rejection criteria.
- 2) Police Department workstation computer monitors for infraction review and approval should provide a resolution of 1280 x 1024.
- 3) For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 4) The Police Department shall provide signatures of all authorized police users who will review events and approve infractions on forms provided by ATS.
- 5). The Police Department shall be the signatory on the issued infractions and violations.
- 6) In the event that remote access to the ATS Axis VPN System is blocked by City network security infrastructure, the City Information Technology Department shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.
- 7) The Police Department shall mail at least one (1) first-issued infraction or notice of violation per chargeable event. Each infraction or notice of violation shall be delivered by first class mail to the registered owner within the statutory period. The Police Department shall also mail subsequent

infractions or notices to drivers identified in declarations of non-responsibility or by rental car companies. For mail not delivered due to address problems, ATS will mail the infraction or notice again if the U.S. Postal Service provides it with better information. Mailing costs will be at City expense.

7. INFRACTION PROCESSING - ATS.

- A. ATS shall provide the City with access to ATS's automated web-based citation processing system (Axisis).
- B. ATS shall provide the City with access to ATS's automated web-based billing, payment and accounting system (BPA Link).
- C. ATS shall obtain in-state vehicle registration information necessary to issue infractions assuming that it is named as the City's agent and the state provides the registration data at no cost.
- D. Where obtainable, ATS shall provide out-of-state vehicle registration necessary to issue infractions at no cost to the City.
- E. ATS shall send a Notice of Hearing, within the time allowed by court rule, to all registered owners who elect to contest or mitigate their citation.
- F. ATS shall provide to the City, on a daily basis, a pdf file containing all Notice of Violations approved by the Spokane Police Department.
- G. ATS will designate rental car companies as registered owners. Notices of violation (not citations) shall initially be issued to rental car companies. ATS will issue citations to designated drivers if the rental car company identifies the driver. If the rental car company does not identify the driver within the time allowed by statute, ATS will issue a citation to the rental car company.
- H. ATS shall process all inbound transfer of liability forms and rental car driver identification forms, and ATS shall reissue a new notice to the identified party.
- I. ATS shall issue warning notices to violators for thirty (30) days at the outset of a new site.
- J. The AxisisTM system, which provides the City with the ability to run and print a report, shall include reports including, but not be limited to:
 - 1) Issuance Rate Report
 - 2) Location Performance Summary Report

- 3) Location Performance Detail Report
- 4) Violation Reject Report
- 5) Document Aging Report

ATS will work with the City to design other management reports that are descriptive of infraction, hearing and collection activity as requested.

- K. ATS shall provide the City with, or train a local expert witness, to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Axis™ System.
- L. ATS shall provide a website and help line to help the City resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help line shall function during normal business hours.
- M. ATS shall provide violators with the ability to view violations online. Information and forms regarding affidavits of non-liability shall be provided online and the affidavits shall be directed to and processed by ATS/Axis.
- N. ATS shall commence collection actions and notify the Washington State Department of Licensing of registration suspensions (if authorized by legislation in the future) and other legal and customary means necessary to compel payment of unpaid infractions
- O. ATS shall operate an electronic payment portal for the purpose of accepting debit/credit card, electronic check (ACH) payments over the Internet. The fees, if any, for these transactions will be paid by the user through the application of a convenience fee.
- P. ATS shall receive all requests for hearings and shall schedule the hearings in Axis and shall be responsible for rescheduling hearings according to Court policy. After the hearing is scheduled, ATS shall send a Notice of Hearing the next business day. See Section 7-E above. Mailing costs will be at ATS' expense.
- Q. ATS shall process payments of infractions received by mail. ATS shall process payments of infractions made through ATS's website. See Section 7-0 above.

8. INFRACTION PROCESSING – CITY OF SPOKANE MUNICIPAL COURT.

- A. The Police Department shall deliver to the Municipal Court signed infractions within five (5) business days. The Municipal Court shall file stamp, scan and upload each infraction to its associated infraction number.

- B. The Municipal Court shall provide to ATS, on a weekly basis (or as otherwise agreed), an electronic file containing all infractions that have been adjudicated at the contested or mitigated hearings and the resulting disposition of the infraction.
- C. The Municipal Court shall provide a judge or hearing officer and court facilities to hear disputed citations
- D. The Municipal Court shall provide information to citizens regarding the disposition of citations that were contested or mitigated and adjudicated by a judge or hearing officer. Citizens who have questions about payments, disputes, or ATS or Axis technology will be referred to ATS's website and /or toll-free telephone numbers provided by ATS for that purpose.
- E. In the event that remote access to the ATS Axis VPN System is blocked by City network security infrastructure, the City Information Technology Department shall coordinate with ATS to facilitate appropriate communications while maintaining required security measures.

COMPENSATION

1. PAYMENT.

- A. ATS shall submit requests for payment to the City for its services on a monthly basis. The payment request shall be accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of eligible expenses with copies of receipts and invoices. Invoices must show a breakdown of services provided and price for each.
- B. Payment by the City will be due thirty (30) days after receipt of the ATS' invoice. Requests for payment shall be made to:

Teresa Fuller and Angela Golden
Spokane Police Department
City/County Public Safety Building
1100 West Mallon Avenue
Spokane, Washington 99260.

2. CONTRACT PRICING. The pricing covers fixed and variable costs of the system installation, maintenance and operation.

Description of Pricing	Fee*
Flat Monthly Fee for each Red Light Camera – up to 4 lanes	\$4,000
Flat Monthly Fee for each Red Light Camera – 5 lanes (2 systems)	\$4,100
Flat Monthly Fee for each School Zone Fixed Site Speed Camera Fee includes a 4-lane site and up to 800 issued citations per month per camera (if implemented)	TBD
Flat Monthly Fee for each Mobile Speed Camera (City Operator) Fee includes up to 800 issued citations per month per camera (if implemented)	TBD
Fee per notice issued over 800 per month per camera	\$5
Lockbox Check Payment Processing (per payment processed)	Waived
On-Line EPayment Processing (Visa, MasterCard, Debit, E Check) Convenience fee charged to user	Free to City

* The above pricing is for cameras existing on November 13, 2013. If additional cameras are proposed during the term of the extension, the parties shall agree on the pricing to be applicable for the additional camera(s). Also, if the City, at a future date, is no longer required to be a signatory to the infractions, the parties agree to revisit the above pricing and negotiate revisions thereto in good faith.

3. SUPPLEMENTAL SERVICES. Delinquency Collections – Twenty- five percent (25%) of recovered revenue fee for collection services. Collections are defined as any ATS activities beyond the first two (2) notices.



Agenda Sheet for City Council Meeting of:

09/23/2013

Date Rec'd	DocDate
Clerk's File #	OPR 2009-0882
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	CARLY CORTRIGHT 835-4527
Contact E-Mail	CCORTRIGHT@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680 - DEPARTMENT OF CORRECTIONS - COPS

Agenda Wording

Contract amendment with the Department of Corrections (DOC) to increase funding for the COPS program from \$19,811.25 to \$23,411.25 per annum.

Summary (Background)

In 2009 WA Department of Corrections entered into an agreement with the Spokane Police Department to contribute \$19,811.25 annually toward utilities, operational, and janitorial costs for eight COPS locations. In 2013, DOC agreed to increase funding for the program to \$23,411.25 per year and to extend the agreement to December 31, 2015. Total contract amount for the period beginning October 2009 ending December 2015 is \$129,667.50.

Fiscal Impact		Budget Account	
Revenue	\$ 23,411.25	#	0680-18200-21223-33821
Select	\$	#	
Select	\$	#	BudgetAccount3
Select	\$	#	
Approvals		Council Notifications	
Dept Head	WALKER, JOE	Study Session	PSC 9/16/2013
Division Director	STRAUB, FRANK	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	agolden	
For the Mayor	SANDERS, THERESA	mcotton	
Additional Approvals		achirowamangu	
Purchasing		chamilton	
		Contract Accounting	



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the City of Spokane, Spokane Police Department, hereinafter referred to as the City, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the City.

WHEREAS the purpose of this contract amendment is to add funds and extend the contract term;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and City agree as follows:

Paragraph 2. Department Responsibilities: Department shall:

- G. Make a((a)) total annual contribution of twenty three thousand four hundred eleven dollars and twenty five cents (\$23,411.25) ~~((nineteen thousand eight hundred and eleven dollars and twenty five cents (\$19,811.25)))~~ toward utilities, operational, and janitorial costs for the eight locations listed in Attachment A. Such payment shall be due on the 1st of January.

Paragraph 5, TERM, Is amended, in part, as follows:

This MOU shall take effect upon final signature and shall continue in effect until December 31, 2015 ~~((December 31, 2013))~~. This MOU may be extended by mutual agreement of the parties for one (1) ~~((two (2)))~~ additional two-year period~~((s))~~ or portion~~((s))~~ thereof. Any such extension shall be evidenced by a properly completed written amendment to this MOU. Either party may terminate this MOU by giving thirty (30) days written notice to the other.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2013.

THIS CONTRACT AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the contract.

CITY OF SPOKANE
POLICE DEPARTMENT

DEPARTMENT OF CORRECTIONS

[Signature]
(Signature)
FRANK C. STAWL
(Printed Name)
Police Chief
(Title)
6/12/13
(Date)

[Signature]
(Signature)
Gary Banning
(Printed Name)
Contracts Administrator
(Title)
6/17/13
(Date)

Approved as to Form:

This amendment format was approved by the office of the Attorney General. Approval on file.

**Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
September 16, 2013**

Subject

Contract amendment with WA Department of Corrections (DOC) to increase funding for the COPS program from \$19,811.25 to \$23,411.25 for the period beginning January 1, 2013 to December 31, 2015.

Background

In 2009, the City entered into an agreement with the DOC that allowed Community Corrections Officer placement at various Community Oriented Policing Shops (COPS) facilities owned and operated by the City of Spokane. The DOC agreed to make an annual contribution of \$19,811.25 toward utilities, operational, and janitorial costs for eight locations.

In 2013 DOC agreed to increase funding from \$19,811.25 to \$23,411.25.

Action

Approve additional funding from the DOC for the COPS program.

Funding

WA State funding.

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0679

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

CARLY CORTRIGHT 625-4527

Project #**Contact E-Mail**

CCORTRIGHT@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680-SPOKANE REGIONAL DRUG TASK FORCE GRANT FY2013

Agenda Wording

Contract with Spokane County to support the Spokane Regional Drug Task Force with interdicting drugs. Contract is to reimburse salary and benefits for two FTE's. Term is 7/1/2013 to 6/30/2014.

Summary (Background)

The Spokane Regional Drug Task Force operates in and around the city and county of Spokane. Their mission is to focus on illegal drug activity that has a direct impact on our city and county even when those activities take them outside the normal jurisdictions. Spokane Police Department is a sub-recipient and uses forfeiture, state general funds and DOJ funds through the County with this agreement for reimbursement two full time employees' salary and benefits. This is a recurring grant.

Fiscal Impact**Budget Account**

Revenue \$ 15,070.00

0680-11210-21231-33316

Revenue \$ 4,501.00

0680-11210-21231-33819

Revenue \$ 172,732.00

BudgetAccount3

Expense \$ 192,303.00

0680-11210-21231-various

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

CORTRIGHT, CARLY

Study Session

PSC 9/16/2013

Division Director

STRAUB, FRANK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

achirowamangu

For the Mayor

SANDERS, THERESA

agolden

Additional Approvals

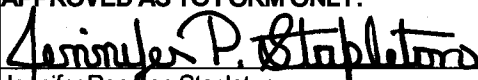
ccortright

Purchasing

jfranklin

klwatkins@spokanecounty.org

**AGREEMENT BETWEEN
SPOKANE COUNTY AND CITY OF SPOKANE POLICE DEPARTMENT IN
CONJUNCTION WITH SPOKANE REGIONAL DRUG TASK FORCE GRANT**

1. Grantee City of Spokane Spokane Police Department Public Safety Building 1100 W Mallon Spokane, WA 99201		2. Contract Amount \$192,303	3. Tax ID# 91-6001280	
5. Grantee Representative Angela Golden City of Spokane Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4072 agolden@spokanepolice.org		6. County's Representative Kandace Watkins, Grants & Contracts Specialist Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 klwatkins@spokanecounty.org Phone: (509) 477-7272		
7. Grantor ID # 290FA47-1	8. Original Grant ID# M13-31440-016	9. Start Date 07/01/13	10. End Date 6/30/2014	
11. Funding Source: ☒ State ☒ Federal ☒ Other - <u>Forfeiture Funds</u>				
12. Federal Funds (as applicable)	CFDA # 16.738	Federal Agency: U.S. Department of Justice		
13. Contractor Selection Process: (check all that apply or qualify) ☐ Sole Source ☐ A/E Services ☐ Competitive Bidding ☒ Pre-approved by Funder		14. Contractor Type: (check all that apply) ☐ Private Organization/Individual ☒ Public Organization/Jurisdiction ☐ VENDOR ☒ SUBRECIPIENT ☒ Non-Profit ☐ For-Profit		
15. Grant Purpose: To support the Spokane Regional Drug Task Force with interdicting drugs in Spokane County.				
16. COUNTY and the Grantee, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A"-Scope of Work, (3) Attachment "B" Budget, and (4) Attachment "C" Special Terms and Conditions.				
FOR THE GRANTEE :		FOR COUNTY:		
Signature	Date	Signature		
Name	Name	Name		
Title	Title	APPROVED AS TO FORM ONLY:  8/27/13 Jennifer Pearson Stapleton Grants Administrator		

(FACE SHEET)

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: SERVICES

GRANTEE shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

COUNTY shall reimburse GRANTEE an amount not to exceed the amount set forth in Attachment "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". Grantee's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by GRANTEE shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. December's reimbursement request must be received no later than January 10th to be allowable under grant. Reimbursement voucher is provided and required for requests for payment.

Requests for reimbursement shall be submitted electronically to:

Kandace Watkins
Grants & Contracts Specialist
Office of Financial Assistance
klwatkins@spokanecounty.org

and

Contessa Tucker
Spokane County
Sheriff's Office
ctucker@spokanesherriff.org

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

SECTION NO. 3: TERM

The term of this Agreement shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved and the conduct and control of all services described in Section No. 1 will be solely with GRANTEE. No agent, employee, servant or otherwise of GRANTEE shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of GRANTEE are not entitled to any of the benefits

that the COUNTY provides for COUNTY employees. GRANTEE will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

SECTION NO. 5: VENUE STIPULATION

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

SECTION NO. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this Agreement, including, but not limited to:

United States Laws, Regulations and Circulations (Federal)

- A. Audits – Office of Management and Budget (OMB) Revised Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations.”
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 794; Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b))
- D. Office of Management and Budget Circulars – Cost Principles for State, Local and Indian Tribe Governments, OMB Circular A-87, 2 CFR, Part 225; Cost Principles for Nonprofit Organizations, OMB Circular A-122 (if the Grantee is a nonprofit organization); Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102 (if the Grantee is a local government or federally recognized Indian tribal government); Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying; Match Political Activity Act, 5

- U.S.C. 1501-8; Internal Revenue Service Rules, August 31, 1990; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplanting Federal Funds; Section 3 Housing Assistance Payments Program
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11)
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW
- D. Discrimination-human rights commission, Chapter 49.60 RCW
- E. Ethics in public service, Chapter 42.52 RCW
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
- G. Open public meetings act, Chapter 42.30 RCW
- H. Public records act, Chapter 42.56 RCW
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW

SECTION NO. 7: TERMINATION FOR CAUSE / SUSPENSION

In the event COUNTY determines that the GRANTEE failed to comply with any term or condition of this Agreement, COUNTY may terminate the Agreement in whole or in part upon written notice to the GRANTEE. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, COUNTY upon written notice may allow the GRANTEE a specific period of time in which to correct the non-compliance. During the corrective-action time period, COUNTY may suspend further payment to the GRANTEE in whole or in part, or may restrict the GRANTEE's right to perform duties under this Agreement. Failure by the GRANTEE to take timely corrective action shall allow COUNTY to terminate the Agreement upon written notice to the GRANTEE.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the GRANTEE did not fail to comply with the terms of the Agreement or when COUNTY determines the failure was not caused by the GRANTEE's actions or negligence.

If the Agreement is terminated for cause, the GRANTEE shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

SECTION NO. 8. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, COUNTY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the COUNTY shall be liable only for payment required under the terms of this Agreement for services rendered prior to the effective date of termination.

SECTION NO. 9: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by COUNTY, the GRANTEE shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the Agreement;
- C. Assign to COUNTY all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the GRANTEE to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, Agreement deliverables and/or COUNTY property in the GRANTEES' possession as directed by COUNTY.

Upon termination of the Agreement, COUNTY shall pay the GRANTEE for any service provided by the GRANTEE under the Agreement prior to the date of termination. COUNTY may withhold any amount due as COUNTY reasonably determines is necessary to protect COUNTY against potential loss or liability resulting from the termination. COUNTY shall pay any withheld amount to the GRANTEE if COUNTY later determines that loss or liability will not occur.

The rights and remedies of COUNTY under this Section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law. Provided, further, in the event that the GRANTEE fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, COUNTY reserves the right to recapture funds in an amount to compensate COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COUNTY. In the alternative, COUNTY may recapture such funds from payments due under this Agreement.

SECTION NO. 10: COUNTY REPRESENTATIVE

The COUNTY hereby appoints and GRANTEE hereby accepts the COUNTY's representative or her designee as identified on the FACE SHEET as the COUNTY'S liaison for the purpose of administering this Agreement. GRANTEE hereby appoints and COUNTY hereby accepts GRANTEE's representative or his/her designee as identified on the FACE SHEET as GRANTEE's liaison for the purpose of administering this Agreement.

SECTION NO. 11: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or GRANTEE at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 12: HEADINGS

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

SECTION NO. 13: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which GRANTEE will receive payment under the provisions of this Agreement.

SECTION NO. 14: MODIFICATION

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

SECTION NO. 15: WAIVER

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement, or to require at any time performance by GRANTEE of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this Agreement of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

SECTION NO. 16: INDEMNIFICATION

To the fullest extent permitted by law, GRANTEE shall indemnify, defend, and hold harmless COUNTY and all its officers, agents and employees, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the GRANTEE's performance or failure to perform under the Agreement. The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by the GRANTEE's agents, employees, representatives, or any Subcontractor, or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall be eliminated by any actual or alleged concurrent negligence of the COUNTY or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the GRANTEE and COUNTY and its officers, employees and authorized agents.

SECTION NO. 17: MAINTENANCE OF RECORDS

At no additional cost, GRANTEE shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the Services contracted for herein. The GRANTEE shall provide access to its facilities for this purpose.

SECTION NO. 18: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto. GRANTEE has read and understands all of this Agreement and now states that no representation, promise or condition not expressed in this Agreement has been made to induce GRANTEE to execute the same.

SECTION NO. 19: SEVERABILITY

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

SECTION NO. 20: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 21: COUNTERPARTS

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

SECTION NO. 22: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If COUNTY and GRANTEE representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the GRANTEE shall have the right to designate one person each to act as an

arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 23: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 24: SURVIVAL

Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

SECTION NO. 25: INSURANCE

GRANTEE shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the Agreement. Following is a list of requirements for this Agreement. Any exclusion must be pre-approved by the Spokane County Risk Management Department. Services under this Agreement shall not commence until evidence of all required insurance and bonding is provided to the COUNTY. GRANTEE's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GRANTEE and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the GRANTEE's general liability policy with respect to activities under the Agreement. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

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

GRANTEE shall not commence providing Services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: Attention GRANTEE Agreement. Upon request, GRANTEE shall forward to the Risk Management Department the original policy, or endorsement obtained.

Failure of GRANTEE to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of Agreement and Termination for Cause.

Providing coverage in the above amounts shall not be construed to relieve the GRANTEE from

liability in excess of such amounts.

REQUIRED COVERAGE:

GENERAL LIABILITY INSURANCE: GRANTEE shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its Officers, Agents And Employees Are Named As An Additional Insured In Respects To 2010 AGREEMENT BETWEEN SPOKANE COUNTY GRANTEE."

WORKERS COMPENSATION: If GRANTEE has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the GRANTEE's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: GRANTEE shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00. This coverage can be satisfied by an endorsement on the General Liability Insurance or separate policy.

SECTION NO. 26: SUBCONTRACTORS

GRANTEE shall receive approval from the COUNTY for all subcontracts under this Agreement. All subcontractors employed or used by GRANTEE to provide the Services under the terms of this Agreement agree to comply with Section Nos. 5, 16, 25, 29, and 31 of this Agreement. GRANTEE shall notify the COUNTY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION 27: ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COUNTY.

SECTION 28: ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce the terms of the Agreement, each party agrees to bear its own attorneys' fees and costs.

SECTION NO. 29: RECORDS MAINTENANCE

The GRANTEE shall maintain all books, records, documents, data and other evidence relating to

this Agreement and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. GRANTEE shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

SECTION NO. 30: SAVINGS

In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this Agreement is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to normal completion, COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

SECTION NO. 31: MISC

- GRANTEE shall comply with all applicable state or federal laws related to ethics or conflicts of interest in providing Services under this Agreement.
- GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary in conjunction with providing Services under this Agreement.
- No funds may be used under this Agreement for or against ballot measures or for or against the candidacy of any person for public office.
- The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this Agreement or any other approval or concurrence under this Agreement. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.
- GRANTEE agrees not to publish or use any advertising or publicity materials with regard to its Services under this Agreement without the approval of the COUNTY.

SECTION NO. 32: SPECIAL PROVISIONS

Attached hereto as Attachment "C" and incorporated herein by reference are "Special Terms and Conditions," Attachment "D" Standard Assurances, Attachment "E" Equality Employment Opportunity Plan, Attachment "F" National Environment Policy Act (NEPA) Certification, Attachment "G" Civil Rights Training, and Attachment "H" Civil Rights Requirements which are applicable to this Agreement.

SECTION NO. 33: ORDER OF PRECEDENCE:

In the event on an inconsistency between the provisions in Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and state of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment "A"-Scope of Work
- 4) Attachment "B"-Budget
- 5) Special Terms and Conditions
- 6) General Terms and Conditions

ATTACHMENT "A"

Scope of Work

The GRANTEE shall perform all things necessary to implement the Multi-Jurisdictional Narcotics Task Force Program of the Spokane Regional Drug Task Force during the performance period of July 1, 2013 through June 30, 2014.

GRANTEE shall maintain statistics necessary for reporting activities as required by the Task Force.

GRANTEE shall designate a representative to attend Task Force meetings and shall participate in coordination of Task Force Programs.

Grantee shall provide two (2) full-time law enforcement officers to work collaboratively with the Task Force during the performance period of the award July 1, 2013 through June 30, 2014. The Grantee will be reimbursed for the associated salary and benefits of the law enforcement officers in the amount defined in the approved Budget, Attachment "B". The Grantee will be reimbursed for all associated overtime for two full-time law enforcement officers not to exceed thirty-six thousand, two hundred and fifty dollars (\$36,250.00) during the performance period of July 1, 2013 through June 30, 2014.

Grantee shall provide Time and Effort Certification for personnel funded under this grant semi-annually in January and July each year for the performance period of the Agreement.

ATTACHMENT "B"

Budget

<u>Funding Category</u>	<u>Amount</u>
Justice Assistance Grant – CFDA 16.738	\$ 15,070
State General Funds	\$ 4,501
• 2 FTE Salaries & Benefits	
Local Forfeiture Funds	
• 2 FTE Salaries & Benefits	\$ 136,482
• Overtime	\$ 36,250
Total Budget	\$ 192,303

Budget Conditions:

Sequence of expenditures against grant funds, and reimbursement of those expenditures, as follows:

- Grant funds shall be disbursed first.
- State General Funds awarded under this Agreement shall be disbursed at a rate proportionate to the total federal funds disbursed.

Approved expenditures for the performance of Services as set forth in Attachment "A" (Scope of Work) must be itemized into the following categories: salary and benefits, including overtime. Any amendments to the budget must be made in writing and approved by the COUNTY representative.

Payment will be on a reimbursement basis only.

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described on Attachment A of the Grant, including:

- Operating costs, including:
 - Approved personnel costs (salaries and benefits).
 - Overtime

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Food, beverages or other refreshments for meetings, conferences, or training (prohibition does not include standard per diem when otherwise authorized)
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition

- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant fees (above a reasonable and consistent rate for similar services, and/or above \$450 for an eight-hour day—excluding travel and per diem)

Initialed for Confirmation of Budget
& Allowable/Unallowable Costs

ATTACHMENT "C"

SPECIAL TERMS AND CONDITIONS APPLICABLE TO AGREEMENT

SPECIAL TERM AND CONDITION NO. 1: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

A. GRANTEE certifies by signing this Agreement that to the best of its knowledge and belief it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
4. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, state, or local) terminated for cause of default.

B. Where the GRANTEE is unable to certify to any of the statements in this Agreement, the Grantee shall attach an explanation to this Agreement.

C. The GRANTEE agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COUNTY.

D. The GRANTEE further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

a) The lower tier Grantee certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the lower tier Grantee is unable to certify to any of the statements in this Agreement, such Grantee shall attach an explanation to this Agreement.

E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules

implementing Executive Order 12549.

**SPECIAL TERM AND CONDITION NO. 2: PROCUREMENT STANDARDS FOR
FEDERALLY FUNDED PROGRAMS**

A GRANTEE which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by Federal funds under this Agreement

A GRANTEE which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Agreement.

The GRANTEE'S procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) GRANTEE'S selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Grant administration to ensure GRANTEE conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.

4. SOLE SOURCE

GRANTEE and Subgrantees must receive prior approval from COUNTY for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

SPECIAL TERM AND CONDITION NO. 3: AUDIT

A. General Requirements

GRANTEE shall procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COUNTY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

As applicable, GRANTEE's requirement to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

If GRANTEE expends \$100,000 or more in total state funds in a fiscal year, it must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included. The schedule includes:

Grantor agency name

State program name

BARS account number

Grantor

Agreement number

Agreement award amount including amendments (total grant award)

Beginning balance

Current year revenues

Current year expenditures

Ending balance

Program total

If the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's financial records must be available for review by COUNTY and the Washington State Department of Commerce.

C. Documentation Requirements

GRANTEE must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to GRANTEE representative identified in Section No. 2 COMPENSATION.

In addition to sending a copy of the audit, when applicable, GRANTEE must include:

- Corrective action plan for auditing findings within three (3) months of the audit being received by COUNTY.
- Copy of the Management Letter.

If GRANTEE is required to obtain a Single Audit because of Circular A-133 requirements, no other report is required.

SPECIAL TERM AND CONDITION NO. 4: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by COUNTY that is designated as "confidential" by COUNTY;
2. All material produced by the GRANTEE that is designated as "confidential" by COUNTY; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COUNTY. Upon request, the GRANTEE shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately

protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SPECIAL TERM AND CONDITION NO. 5: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COUNTY. COUNTY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COUNTY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COUNTY.

The GRANTEE shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

SPECIAL TERM AND CONDITION NO. 6: REPORTING

The GRANTEE shall maintain statistics and provide quarterly information as related to the Task Force on activities or the work program performed to the Task Force Supervisor, or his designee due five (5) days after the end of each quarter (i.e. reporting period July 1 through September 30, due on October 5th) for inclusion into Department of Commerce report.

SPECIAL TERM AND CONDITION NO. 7: NONCOMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Agreement, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the GRANTEE

may be declared ineligible for further Agreements with the COUNTY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the Dispute Resolution provision of this Agreement.

SPECIAL TERM AND CONDITION NO. 8: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (P.L. 109-282)

This Agreement is supported by federal funds requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by Section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this Agreement, GRANTEE agrees to provide all applicable reporting information to COUNTY required by FFATA and OMB Guidance.

The FFATA requires the OMB to establish publicly available online database (USASpending.gov) containing information about entities that are awarded federal grants, loans and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.

For new federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000, but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000, but funding is subsequently deobligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.

As a federal grant subawardee under this Agreement, your organization is required by FFATA, OMB Guidance and this Agreement to provide COUNTY as the prime grant awardee, all information required for FFATA compliant reporting by COUNTY. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, including the subawardee DUNS number, and relevant executive compensation data, as applicable.

Data about GRANTEE will be provided to USASpending.gov by COUNTY or by the Federal Contractor Registry (CCR). CCR is a government-wide registration system for organizations that do business with the federal government. CCR stores information about awardees, including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.ccr.gov. COUNTY encourages CCR registration and annual renewal by GRANTEE to minimize unnecessary data entry and re-entry required by both COUNTY and GRANTEE. It will also reduce the potential of inconsistent or inaccurate data entry.

GRANTEE must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the federal government for organizations receiving federal assistance.

COUNTY, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of GRANTEE (as the subawardee) if:

1. GRANTEE (the subawardee) in the preceding fiscal year, received 80 percent or more of its annual gross revenues from federal awards and \$25,000,000 or more in annual gross revenues from federal awards; AND
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

“Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such a severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

If (1) in the preceding fiscal year, GRANTEE received 80 percent or more of its annual gross revenues from federal awards and \$25,000,000 or more in annual gross revenues from federal awards, and (2) the public does not have access to this information about the compensation of senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 USC 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below:

Officer 1 Name	
Officer 1 Total Compensation Amount	
Officer 2 Name	
Officer 2 Total Compensation Amount	
Officer 3 Name	
Officer 3 Total Compensation Amount	
Officer 4 Name	
Officer 4 Total Compensation Amount	
Officer 5 Name	
Officer 5 Total Compensation Amount	

If GRANTEE does not meet these criteria, specifically identify below each criteria that is not met for your organization:

SPECIAL TERM AND CONDITION NO. 9: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Grantee shall submit to Spokane County, for submission to the Department of Commerce, one copy of all reports and proposed publications resulting from this grant thirty (30) days prior to public release.

GRANTEE agrees that any publications (written, visual, or sound) but excluding press releases, newsletter, and issue analyses, issued by the GRANTEE describing programs or projects funded in whole or in part with Federal funds under this Agreement, shall contain the following statements:

“This project was supported by a grant awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention, and Office of Victims of Crime. Points of view or opinions in this document do not represent the official position or the policies of the United States Department of Justice.”

SPECIAL TERM AND CONDITION NO. 10: CERTIFICATION REGARDING DRUG FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620—

A. The GRANTEE certifies that it will or will continue to provide a drug-free workplace by:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee’s policy of maintaining a drug-free workplace.
- (3) Any available drug counseling, rehabilitation, and employee (WASHINGTON); and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The GRANTEE may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code):

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

Spokane Police Department Briefing Paper - SRDTF City of Spokane – SPD - PSC August 16, 2013

Subject

Contract with Spokane County Sheriff's Office for the Spokane Regional Drug Task Force.

Background

The Spokane Police Department has maintained on-going participation in the Spokane Regional Drug Task Force by dedicating two commissioned officers to the effort. These officers are funded by the task force at a level of approximately 75%. The task force is made up of commissioned personnel from the Spokane Police Department, Spokane County Sheriff's Office and the Washington State Patrol.

Impact

Grant request for reimbursement of \$192,303.00 in salaries, benefits and overtime. Term of grant contract is 07/01/2013 – 06/30/2014.

- **Mission-** Focus on illegal drug activity that has a direct impact on our city and county even when those activities take them outside the normal jurisdictions.
- **Operations-** Local surrounding area of the city and county of Spokane supporting 2 FTEs.
- **Prosecution-** Completed criminal cases may be prosecuted either in the jurisdiction of occurrence by local prosecutors but also through the federal system by the U. S. Attorney's Office.
- **Fiscal-** Due to the Spokane Police Department's participation in the task force, the department does participate in asset sharing due to any drug seizures and forfeitures that occur based on task force operations.

Action

Council approval of grant with the Spokane County Sheriff's Office.

Funding

Local forfeiture funds and a Federal grant from Department of Justice awarded to the Spokane County Sheriff's Office. The remaining 25% is funded by the Police Department and is included in the existing budget.

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0680

Renews #**Submitting Dept**

PUBLIC DEFENDER

Cross Ref #**Contact Name/Phone**

KATHY KNOX 835-5972

Project #**Contact E-Mail**

KKNOX@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0700 OFFICE OF PUBLIC DEFENSE GRANT FUND ACCEPTANCE

Agenda Wording

Approval to accept funding from the Washington State Office of Public Defense (OPD) with \$80,250 effective 1/1/13 and \$3,750 effective 9/23/13 for a total of \$84,000.00 grant funds for use by the City Public Defenders Office

Summary (Background)

The City of Spokane has received grant funding for the purpose of providing public defense services at preliminary court appearance and for adding attorneys and interns to lower public defense caseloads

Fiscal Impact**Budget Account**

Revenue \$ 84,000

0700-95553-12500-33412

Expense \$ 84,000

various

Select \$

BudgetAccount3

Select \$

#

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

KNOX, KATHY

Study Session

9/16/13 committee date

Division Director**Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

kknox@spokanecity.org

For the Mayor

SANDERS, THERESA

llok@spokanecity.org

Additional Approvals

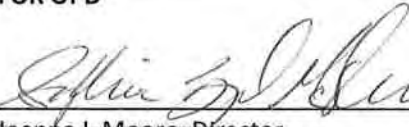
Mlesene@spokanecity.org

Purchasing

Agolden@spokanecity.org

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201	2. Grantee Representative Kathy Knox City Public Defender City of Spokane Public Defender's Office 824 North Monroe Spokane, WA 99201
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Grant Amount \$80,250	6. Grant Period January 1, 2013 through December 31, 2013
7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (<u>See</u> Chapter 10.101 RCW.)	
The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start January 1, 2013 and end December 31, 2013. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant and General Terms and Conditions of City Grant.	
FOR THE GRANTEE  Name, Title <u>KATHERINE S. KNOX,</u> <u>PUBLIC DEFENDER</u> <u>10-10-12</u> Date	FOR OPD  Joanne I. Moore, Director <u>deputy director</u> <u>10/22/12</u> Date

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT

1. **GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. **GRANT AWARD AMOUNT**

The Grantee is awarded Eighty Thousand Two Hundred Fifty and 00/100 Dollars (\$80,250) to be used for the purpose(s) described in the USE OF GRANT FUNDS below.

3. **PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. **USE OF GRANT FUNDS**

- a. Grantee agrees to use the grant funds for the following purposes:
 - i. Providing public defense services at preliminary appearance calendars,
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above.
- c. Grantee agrees to use the funds in calendar year 2013. If Grantee is unable to use the funds in 2013, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. **REPORT**

Grantee agrees to submit a written mid-year report to OPD no later than July 31, 2013. The report shall include, but not necessarily be limited to, the following information: to date overview, how grant funds have been used, a copy of each public defense attorney's quarterly Certificate of Compliance submitted during 2013, and a description of efforts to implement the Supreme Court Standards for Indigent Defense.

6. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions Of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

6. **CONFORMANCE**

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. **LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the

records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

COUNTY/CITY USE OF STATE PUBLIC DEFENSE FUNDING (as amended June 2008)

State funds disbursed to counties and cities pursuant to Chapter 10.101 RCW cannot be used to supplant local funds that were being spent on public defense services prior to the initial disbursement of state funds. State funds must be spent to improve the quality of legal representation directly received by indigent defendants. The funds cannot be spent on purely administrative functions. Following are guidelines regarding permitted use of state public defense funds.

1. State public defense funding under Chapter 10.101 RCW *may* be used in the following ways:

- a) Additional investigator services
- b) Additional expert services
- c) Creation of a public defense office
- d) New quality monitoring by an attorney coordinator who can act as a legal supervisor for the attorneys providing public defense (but non-attorney administrative employees of the county or city are not an approved use of funds)
- e) Computers or access to electronic legal research systems for public defenders
- f) Increase in public defense attorney compensation
- g) Provision of public defense services at first appearance calendars (or increase of first appearance services if public defenders are already provided)
- h) Addition of more attorneys to lower public defense caseloads
- i) Addition of social worker services to assist public defense attorneys
- j) Direct training costs to train public defense attorneys
- k) Evaluations of defendants for sentencing options, such as drug evaluations, SSOSA, DOSA
- l) Provision of internet connectivity (e.g. wireless) for public defense attorneys
- m) Provision of interpreter services for attorney-client interviews and communication (but in-court interpreter appointments required under Chapter 2.43 RCW are not an approved use of funds)

2. State public defense funding under Chapter 10.101 RCW *may not* be used in the following ways:

- a) Supplanting county or city funds used for public defense services prior to the initial disbursement of state funds to the county or city
- b) Billing or other administrative costs incurred by the county or city in administering the public defense program
- c) Indigency screening
- d) County, city or court technology systems or administrative equipment
- e) County or city attorney time, including advice on public defense contracting, except as provided in Section 1(d) above.

ASSISTANT PUBLIC DEFENDERS:

FRANCIS ADEWALE	DANIEL GREEN
MATTHEW ANTUSH	ANDY HESS
NICHOLAS ANTUSH	CYNTHIA JAEGER
DONNA AUGUST	W. BOB KING, II
JENNIFER BURNS	BRIAN RAYMON
DAVID CARLSON	LILLIAN TANG
BRIDGET CONDON	TONY TOMPKINS
GERHARD DUNLAP	
CHRISTOPHER H. EDWARDS	
MICHIKO FJELD	



OFFICE OF THE PUBLIC DEFENDER
824 NORTH MONROE
SPOKANE, WASHINGTON 99201-2110
509.835.5955
FAX 509.835.5987

KATHY KNOX
PUBLIC DEFENDER

October 16, 2012

Joanne Moore, Director
Washington State Office of Public Defense
P.O. Box 40957
Olympia, WA 98504-0957



RE: Acceptance of OPD Award for 2013
For the City of Spokane

Dear Joanne:

Enclosed please find the signed Grant Agreement for the 2013 Funds for the City of Spokane for defender services at the daily preliminary appearance calendars for the City of Spokane. Thank you so much for these needed funds.

Sincerely,

Kathy Knox
City Public Defender



**WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE**

Internet Email: opd@opd.wa.gov

(360) 586-3164
FAX (360) 586-8165

August 23, 2013

Kathy Knox
The Spokane City Public Defender
City of Spokane Public Defender Office
824 North Monroe Street
Spokane, WA 99201

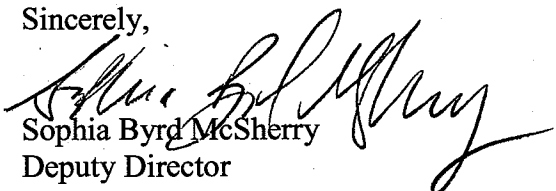
Re: Redistribution of RCW 10.101.080 City Grant Funds

Dear Kathy:

Please find enclosed the executed copy of the Amendment to the original Grant Agreement and a warrant in the amount of \$3,750.00 for use in 2013 for additional coverage at preliminary appearance calendars. The redistribution of RCW 10.101.080 City Grant funds is provided in response to the city's request for additional funds pursuant to State OPD's July 24 email notice and solicitation.

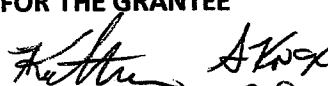
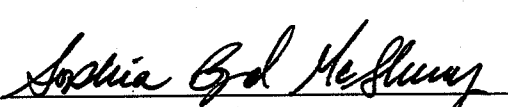
If you have any questions, please contact OPD Public Defense Services Managers Kathy Kuriyama at 360-586-3164 ext. 114, kathy.kuriyama@opd.wa.gov or Katrin Johnson at 360-586-3164 ext. 108, Katrin.johnson@opd.wa.gov.

Sincerely,


Sophia Byrd McSherry
Deputy Director

Enclosure—Warrant and Executed Copy of the Grant Amendment

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Grantee City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201	2. Grantee Representative Kathy Knox City Public Defender City of Spokane Public Defender's Office 824 North Monroe Spokane, WA 99201
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Total 2013 Grant Amount \$84,000	6. Grant Period Extension January 1, 2013 through December 31, 2013
7. Purpose The purpose of this amendment is to increase the amount covered under this agreement by Three Thousand Seven Hundred Fifty Dollars (\$3,750) for additional coverage of public defense services at preliminary appearance calendars. The Office of Public Defense (OPD) and Grantee, as defined above, hereby agree to increase the total distribution amount covered under this agreement to Eighty-Four Thousand Dollars (\$84,000) and Grantee agrees to use the additional funds for additional coverage of public defense services at preliminary appearance calendars. All other terms and conditions remain in full force and effect.	
FOR THE GRANTEE  City Public Defender Name, Title 8/14/13 Date	FOR OPD  Joanne I. Moore, Director Sophia Boyd McSherry, deputy director August 26, 2013 Date

SPOKANE CITY OF
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201

PAYMENT DATE: 08/21/13
WARRANT #: 877784B
VENDOR #: SHV0003387-43
BATCH: 09-171

056-0 ***** STATE OF WASHINGTON ***** PAGE #: 1
RPT DWP827V VENDORS REMITTANCE ADVICE

FROM: OFFICE OF PUBLIC DEFENSE

CALL (360) 586-3164

.....
INV DT INVOICE NUMBER ACCOUNT NUMBER DOCUMENT # AMOUNT
VENDOR MESSAGE AGREEMENT # / ORDER ID PAYMENT ID

082013 FY13 GRANT REDISTRIBUTION 171 -00 3,750.00
3,750.00 *

TO SIGN UP FOR DIRECT DEPOSIT PAYMENTS PLEASE VISIT THE ENTERPRISE
SERVICES WEBSITE AT [HTTP://DES.WA.GOV/SERVICES/CONTRACTINGPURCHASING/
BUSINESS/PAGES/DEFAULT.ASPX](http://des.wa.gov/services/contractingpurchasing/business/pages/default.aspx)

YOUR PAYMENT/CHECK IS IN THIS ENVELOPE BEHIND THE PMT DETAILS PAGE



Agenda Sheet for City Council Meeting of:

09/23/2013

Date Rec'd	DocDate
Clerk's File #	OPR 2013-0681
Renews #	
Cross Ref #	OPR 2008-0050
Project #	
Bid #	3939-13
Requisition #	13791

Submitting Dept	RISK MANAGEMENT
Contact Name/Phone	TIM DUNIVANT 6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5800 THIRD PARTY ADMINISTRATOR

Agenda Wording

Contract with Alternative Service Concepts, LLC (ASC), Nashville TN, for liability claims administration for 3 years beginning 11/1/13 - 10/31/16 with the option of a 2-year extension. Cost is \$276,795 for the first year with a 3% increase each year.

Summary (Background)

Request for Proposal 3939-13 was issued, and proposals were received from 2 companies. ASC had a competitive bid, and has administered claims for the City of Spokane since 2002.

Fiscal Impact		Budget Account	
Expense	\$ 46,132.50 - 2013	#	5800-78100-14710-54620-99999
Expense	\$ 278,178.98 - 2014	#	5800-78100-14710-54620-99999
Expense	\$ 286,524.35 - 2015	#	BudgetAccount3
Expense	\$ 244,709.85 - 2016	#	5800-78100-14710-54620-99999
Approvals		Council Notifications	
Dept Head	DUNIVANT, TIMOTHY	Study Session	
Division Director	DOLAN, PAM	Other	8/14/2013 Finance Comm.
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	rkokot@spokanecity.org	
For the Mayor	SANDERS, THERESA	mlesesne@spokanecity.org	
Additional Approvals		tdunivant@spokanecity.org	
Purchasing	WAHL, CONNIE	cwahl@spokanecity.org	
		gcooley@spokanecity.org	
		Alternative Service Concepts	

City Clerk's No. _____
RFP No. 3939-13

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and ALTERNATIVE SERVICE CONCEPTS, LLC, whose address is 2501 McGavok Pike, Suite 802, Nashville, Tennessee 37214, as "ASC."

The parties agree as follows:

1. PERFORMANCE. ASC shall provide CLAIMS MANAGEMENT SERVICES, in accordance with the City's Request for Proposals, and ASC's response thereto; to include but not be limited to, the work set forth in the attached scope of services.
2. CONTRACT TERM. The contract shall begin November 1, 2013 and run through October 31, 2016, unless terminated sooner. The contract may be extended for two (2) one (1) year periods, upon mutual written approval of both parties with the total contract period not to exceed five (5) years.
3. COMPENSATION.
 - A. The City shall pay ASC TWO HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$276,795.00), for the first year, with an increase of three percent (3%) per year thereafter.
 - B. ASC shall pay the City SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) per year for rent.
4. PAYMENT. ASC shall send its applications for payment to Risk Management, Administration Office, Fourth Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of ASC's applications.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay ASC for all work previously authorized and performed prior to the termination date.

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

11. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.

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

13. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that ASC shall perform the best general practice.

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

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

16. INSURANCE. During the term of the contract, ASC shall maintain in force at its own

expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to ASC's services to be provided under this contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two (2) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from ASC or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, ASC shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided and, if requested complete copies of insurance policies shall be provided to the City. ASC shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____

City Clerk

Dated: 8/21/13

ALTERNATIVE SERVICE CONCEPTS,
LLC

E-Mail address, if available: _____

sharon.prasser@ascrisk.com

By: Sharon Prasser

Title: C.O.O.

Approved as to form:



Assistant City Attorney

Attachment that is a part of this contract:

Scope of Services

SCOPE OF SERVICES

- A. General. ASC shall work with the City to develop standardized forms of communication including but not limited to letters to claimants, management reporting to the City Attorney's Office, other City departments, Risk Management Department and city council and committees, investigative reports, and carrier reporting.
- B. Receipt of Claim.
- 1) Claims can be submitted as follows:
 - Claim for Damages from Risk Management Department, City Clerk's Office, City Attorney's Office or claimant.
 - Incident Reports from Risk Management Department or City departments.
 - Telephone calls from Risk Management Department, City departments, other claims adjusters or claimants.
 - Police reports from traffic investigations.
 - Summons/Complaint and Notice of Appearance from City Attorney's Office.
 - 2) These methods of reporting a claim are considered first reports.
 - 3) ASC shall determine whether to initiate a claim from Incident Reports, Telephone Calls or Police Reports. If ASC determines a claim should be initiated, ASC will assign a claim number and enter into the Risk Management Information System (RMIS) and set up a physical file.
 - 4) ASC and Risk Management will decide on a system of record keeping for incident reports and other reports that do not immediately initiate the creation of a claim.
- C. Coverage. ASC shall confirm coverage with the Risk Manager if there is any question about whether an incident or damage would be covered by insurance. The City has a large self-insured retention. All claims will be initially reviewed for insurance coverage and for carrier reporting. If a claim may not be considered covered under current City insurance policy because of policy exclusions, this claim shall be immediately referred back to the Risk Manager with coverage determination issues outlined.

D. Prompt Contact with Claimant.

- 1) ASC shall promptly contact any claimant, whose claim has been determined will be assigned a claim number, within twenty-four (24) hours of receipt of a first report.
- 2) ASC shall complete initial statement and/or inspections within seventy-two (72) hours of a first report.
- 3) ASC shall be available for severe or catastrophic type of claims, twenty-four (24) hours a day, seven (7) days a week through Police or Water department dispatch or Risk Management Department. ASC may receive telephone investigation requests for incidents or accidents which may be the subject of a liability claim and shall provide immediate investigation services.

E. File Creation.

- 1) ASC shall create a claims file within twenty-four (24) hours of receipt of the first report.
- 2) ASC shall establish within seventy-two (72) hours, a preliminary claim calendar for tracking, further investigation and resolution.
- 3) Within ten (10) days of receipt of the first report, a preliminary recommendation regarding settlement, reserve and denial will be made in writing to Risk Management Department with narrative to support recommendation. The diary schedule should be included.
- 4) The claims file shall include notations regarding diary, setting of reserves, coverage issues, all monetary transactions, cross references to other files and any other pertinent information.

F. Investigation.

- 1) Proof of loss is required on all claims. The proximate cause of the claim shall be identified. ASC shall personally complete all investigations necessary for the proper adjustment of the claim. Use of private investigators or other professional services must be approved by the Risk Manager prior to assignment being given.
- 2) Investigations shall include taking statements, accident scene surveys, appraisals, inspections, responding to discovery and obtaining all relevant reports and records.

- 3) Taking a statement means obtaining all relevant information about the claim in a recorded interview conducted by ASC, either by telephone or in person, whichever seems appropriate in the best professional judgment of the ASC.
- 4) Statements of all persons involved in the incident shall be taken. If there are any witnesses and if there are any conflicts with the claim, ASC shall also take statements from any witnesses that can be discovered and located.
- 5) Photographs, police reports, fire department reports, medical reports and diagrams shall be obtained as a part of the investigation and retained in the hard copy segment of the claim file.

G. Correspondence and Management Reporting.

- 1) ASC should provide management and ad hoc report capabilities. These reports shall include at a minimum the following information per claim and the Risk Management Information System (RMIS) should be able to sort by the same:
 - Date of loss
 - Type of loss/ coverage
 - Description of loss
 - Location or unit involved in loss
 - Department involved in loss
 - Operator, claimant or employee
 - Dollar payment
 - Reserve amount
 - Reserve changes
 - Large loss
 - Litigated claims
 - Grouping/related claims
- 2) Management reports will be provided monthly, quarterly and annually for different users and management levels. Management report design and frequency will be mutually agreed upon. Loss runs shall be delivered to the Risk Manager within ten (10) days of the close of the month.
- 3) ASC shall submit a full captioned report to Risk Management Department for every liability claim in excess of ten thousand dollars (\$10,000), all claim files investigated for litigation and all first party claims, subrogation and restitution in excess of twenty-five thousand dollars (\$25,000) within thirty (30) days of setting a reserve at or above that amount.
- 4) Ad hoc reporting should be available with turn around times on reports within at least fifteen (15) days.

- 5) ASC shall be available to meet with departments and management to discuss claims at the request of the Risk Manager. ASC should anticipate annual meetings with all City Departments, quarterly for larger departments and quarterly claim review with the City Attorney's Office and Risk Manager.

H. Reserves.

- 1) ASC shall set reserves as established in File Creation. Reserves for bodily injury, personal injury, employment or professional liability claims shall be established based on the type and extent of the injuries claims, anticipated legal and other expense costs. Reserves for property damage resulting from third party automobile liability claims shall be based on an appraisal of the property damage and, if an inspection was done, the results of the actual inspection. Physical damage costs shall be set by the Risk Manager, with consultation as necessary with ASC, based on capital expenditures or appraisal repair/replacement estimates.
- 2) After reserves have been set, ASC shall review and adjust reserves whenever new information that would change the evaluation is received. Because all necessary facts may not be available at the onset of a claim, reserves shall be adjusted when medical information or investigation reveal existing reserve is inadequate or set too high. The adequacy of reserves must be reviewed at least every three (3) months, and the file and database shall be documented to reflect this review and substantiate any adjustments in the total reserve within twenty-four (24) hours.

I. Carrier Reporting. ASC shall obtain carrier reporting forms from the insurance carriers available within the Risk Management program of the City. ASC shall notify the City's excess carriers of all claims in accordance with the carrier's reporting requirements in the respective policies. Notification of the carrier will be coordinated with the Risk Manager.

J. Settlement of Claims and Authority.

- 1) ASC shall review all medical bills submitted for payment for a causal relationship to the nature of the alleged injury. Whenever settlement is considered, medical report, bills, and documentation of loss of income will be solicited from claimant.
- 2) ASC will advise the Risk Manager in writing, of any settlement at ten thousand dollars (\$10,000) or over, supplying any additional information as requested. Settlement authority above ten thousand dollars (\$25,000) must be obtained in writing, in advance from the City. Sufficient time to arrange for settlement authorization is essential and should be understood by the ASC.
- 3) Comments from staff are deemed necessary on the settlement. ASC shall consider any comments that are provided by staff and, if appropriate, revise the

amount of the settlement to be recommended. The recommendation for settlement should include the basis for the recommendation and any comments expressed by staff.

- 4) City philosophy on claims payment is to pay promptly what is owed; however, when facts develop that a claim should not be paid based upon the law or City policy, the City resists payment.
 - 5) When warranted, ASC should pursue settlement effort aggressively.
- K. Releases. Releases are required before any payments are made on all third party liability claims. The ASC shall obtain all appropriate release agreements on settlement of any claim.
- L. Salvage.
- 1) ASC shall be responsible for identifying and resolving third party liability and property loss claims which result in salvage at no additional claims handling cost. ASC shall be responsible for the following:
 - Notification to the City that the claim has resulted in salvage and a log or database of pertinent information kept.
 - Obtain title from third party or City.
 - Disposal of the salvage, which will include arranging for transport of the vehicle to the salvage yard and obtaining a salvage title;
 - Payment of all salvage fees from the payment received from the salvage yard, and transfer of the balance of the funds to the City.
 - 2) ASC shall be responsible for obtaining titles to vehicles from third party claimants for those claims which have been determined to be total losses and the claimant has decided to accept the full settlement rather than reduce the settlement by the appraised salvage value. The claimant shall be advised to forward the title with the release. ASC shall not release any settlement for property damage until the signed title has been secured.
- M. Subrogation/Restitution.
- 1) ASC shall immediately identify any workers' compensation or property claims which have potential for subrogation recovery. For workers' compensation, the City's claims adjudicators will be notified initially. For other claims, the third party shall be placed on notice by certified letter by the ASC.

- 2) ASC will contact City departments to request repair and damage information.
- 3) ASC will place adverse party on notice of intent to recover. Other contact and negotiations will be documented and follow-up letters with supporting documentation provided.
- 4) If it is a criminal matter, no contact will be made with the adverse party. Damage information will be gathered and a letter will be sent to the Prosecutor's Office requesting restitution at trial.
- 5) Notification to the City that the claim has resulted in subrogation or restitution and a log or database of pertinent information kept.

N. Lawsuits.

- 1) Upon notification that litigation has been filed on an open claim, ASC shall meet with defense counsel and provide such counsel with all information and files concerning the claim, including an evaluation summary and other information requested. Such activity will be coordinated with the Risk Manager.
- 2) Litigation on files not previously reported to ASC shall be assigned claim number and entered into the RMIS. The Risk Manager shall be notified and appropriate claim documentation provided for file creation.
- 3) ASC shall cooperate with the City Attorney's Office or outside defense counsel with regard to pending litigation and upon request, provide investigations, attend hearings and trials, assist in affecting settlement, secure and give evidence, obtain the attendance of witnesses and perform other related services.

O. Closing Claim Files.

- 1) ASC shall close claim files only after releases that cover all damages have been obtained from all claimants or as otherwise appropriate if the claimant has not pursued a claim.
- 2) After a claim file has been closed, ASC shall keep a hard copy until the latter of the following events has occurred:
 - The statute of limitations for the claim has expired;
 - The time limit for filing all appeals in any litigation commenced in relation to the claim have expired;
 - Ten (10) years have passed since the last contact with the claimant.
- 3) ASC shall coordinate the delivery of closed claim files with Risk Management Department for proper storage protocol.

ENDORSEMENT# 16

This endorsement, effective *12:01 am August 20, 2013* forms a part of
policy number *01-818-68-64*
issued to *ALTERNATIVE SERVICE CONCEPTS, LLC*

by *Chartis Specialty Insurance Company*

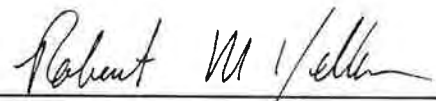
**CANCELLATION AMENDATORY ENDORSEMENT
(BEST EFFORTS TO NOTIFY)**

In consideration of the premium charged, it is hereby understood and agreed that in the event this policy is canceled by the Company in accordance with paragraph (b) of Clause VII. CONDITIONS, Section 10. **CANCELLATION**, the Company will use its best efforts to deliver to the entity listed below written notice stating when, not less than sixty (60) days thereafter (ten (10) days in the event of cancellation by the Company for non-payment of premium), the cancellation shall be effective:

City of Spokane, Attn: Tim Dunivant
800 West Spokane Falls Blvd, 4th Floor
Spokane, WA 99201

Provided, however, that any failure to notify such entity shall not impair or delay the effectiveness of any such cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

Or Countersignature (In states where applicable)

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END 16

MNSCPT

ENDORSEMENT# 17

This endorsement, effective *12:01 am August 20, 2013* forms a part of
policy number *01-818-68-64*
issued to *ALTERNATIVE SERVICE CONCEPTS, LLC*

by *Chartis Specialty Insurance Company*

FORMS INDEX (AMENDED)

In consideration of the premium charged, it is hereby understood and agreed that the "Forms Index" Endorsement is amended to include the following:

FORM NUMBER	EDITION DATE	FORM TITLE
MNSCPT		CANCELLATION AMENDATORY ENDORSEMENT
SYSLIB	01/05	FORMS INDEX (AMENDED)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE
Or Countersignature (In states where applicable)

END 017



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/20/2013

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Tennessee, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL: certificates@willis.com ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC #
INSURED Alternative Service Concepts LLC 2501 McGavock Pike Suite 802 Nashville, TN 37214	INSURER A: Travelers Property and Casualty Company o 25666-009 INSURER B: The Travelers Indemnity Company 25658-000 INSURER C: Chartis Specialty Insurance Company 26883-003 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 20246231

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		630-3B190579-TIL-13	3/10/2013	3/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BA-4B004564-13-CAG	3/10/2013	3/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-4B912591-TIL-13	3/10/2013	3/10/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	YJ-UB-9A89197-7-13	3/10/2013	3/10/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions Misc Professional Liab 3rd Party Administrators		01-818-68-64	3/10/2013	3/10/2014	Claims Made \$10,000,000 Per Wrongful Act \$10,000,000 Aggregate \$ 100,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

The City of Spokane is included as an Additional Insured as respects the General Liability policy as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Attn: Tim Dunivant 800 West Spokane Falls Blvd, 4th Floor Spokane, WA 99201-3362	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Coll:4188669 Tpl:1607635 Cert:20246231 © 1988-2010 ACORD CORPORATION. All rights reserved.

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0682

Renews #**Submitting Dept**

STREET

Cross Ref #**Contact Name/Phone**

MARK SERBOUSEK 625-8810

Project #**Contact E-Mail**

MSERBOUSEK@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR13799

Agenda Item Name

1100 AEGIS CENTRACS SUPPLY AGREEMENT

Agenda Wording

Approval of agreement with Aegis ITS, INC (Anaheim, CA) to provide the North Division Adaptive Signal Control Technology (ASCT) System For a total of \$241,293 excluding tax. System Deployment is expected by year end and testing is anticipated to run through 2014.

Summary (Background)

The City was awarded a CMAQ grant in 2011 to procure and install an ASCT system on the North Division Corridor. After review of responses to RFP #3941-13, Aegis ITS, INC was awarded the contract. Advantages of an ASCT system are optimization of traffic flows and dynamic signal timing which responds to demand on a near real-time basis, resulting in savings of time, reduced delays, fuel savings and reductions in emissions.

Fiscal Impact

Expense \$ 260,030.45

Select \$

Select \$

Select \$

Budget Account

3200-95033-95300-56501

#

BudgetAccount3

#

Approvals**Dept Head**

SERBOUSEK, MARK

Division Director

QUINTRALL, JAN

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session**

PCED 08/19/2013

Other**Distribution List**

Contracts: mlesesne

Street: vmelvin, aschenk, hstickney, mdoval

Purchasing: cwahl

Taxes & Licenses

Additional Approvals**Purchasing**

PCED
BRIEFING PAPER
August 19, 2013

Subject:

North Division Adaptive Signal Control Technology (ASCT) System.

Background:

The City was awarded a Congestion Management Air Quality (CMAQ) grant in 2011 to procure and install an ASCT system, a new signal operation technology, on the North Division Corridor. Advantages of an ASCT system are optimization of traffic flows and dynamic signal timing which responds to demand on a near real-time basis. These capabilities result in reduced delay and travel time. Furthermore, improved signal coordination has been documented as a mitigating factor in reducing accidents.

Impact:

The National Traffic Operations Coalition (NTOC) indicates that the potential benefits of an effective signal retiming program include: 40% reductions in delay; 25% reductions in travel time; 10% reductions in fuel consumption; 22% reduction in carbon monoxide, nitrogen oxides and volatile organic compounds emissions. Recent independent performance evaluations of several different ASCT systems in Oregon State conducted by Kittelson and Associates, Inc. show travel time reductions of up to 17% and reductions in intersection delay of up to 51%.

The CMAQ grant has the following requirements for ASCT Systems which is part of the Federal Highway Administration's "Everyday Counts" program. The requirements include:

- Evaluate the existing corridor signal timing – completed.
- Develop new timing plans, implement the timing plans, and review – completed.
- Use the Model System Engineering (MSE) to develop a Concept of Operations for selecting the ASCT System – completed.
- Select and implement ASCT System – in progress.
- Evaluate and Report on ASCT System - pending

Kittelson and Associates is currently under contract with the City to assist in system evaluation and procurement. They have reviewed the MSE document prepared by the City, assisted in development of an RFP, proposal scoring and firm/system selection.

Apparent award recommendation has been given to Aegis ITS/Econolite for their Centrac ASCT system. Contract negotiations are underway. Once the ASCT system is operational, system performance evaluation will be initiated.

Action:

This document is for informational purposes, only.

SYSTEM SUPPLY AGREEMENT

THIS SYSTEM SUPPLY AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SPOKANE, with its principal address at 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (hereinafter referred to as "Agency"), and AEGIS ITS, INC., a California corporation located at 3360 East La Palma Avenue, Anaheim, California 92806 (hereinafter referred to as "Aegis").

I. RECITALS

- A. Aegis is a manufacturer and supplier of traffic control equipment, advanced traffic management systems and traffic controller firmware.
- B. Aegis, alone and in partnership with others, has developed proprietary software systems, including the communication and control system registered as "*Centracs*".
- C. Agency desires to employ Aegis to furnish traffic signal controllers and furnish, integrate, test and calibrate software systems to provide a fully operational *Centracs* advanced traffic management system.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

II. SCOPE OF WORK

Aegis and Agency, for the mutual consideration hereinafter set forth agree that the services provided shall conform to the Aegis ITS Proposal, Division Street – Euclid to North Division "Y" – Adaptive Signal Control System Procurement and Integration (hereinafter referred to as "Aegis ITS Proposal"), dated June 17, 2013 and also commitments made in Exhibit A, Aegis Response to City of Spokane Questions, dated July 3, 2013, and Exhibit B, an email from Doug Terry dated July 9, 2013, except where modified by this Agreement.

In this scope of work, Aegis shall deliver materials and services on or before the delivery dates agreed to during the project kickoff meeting.

Aegis will deliver twelve (12) *Cobalt* controllers. Should Agency determine that the Cobalt controllers are impeding the performance of Centracs adaptive system, Aegis will replace each *Cobalt* controller with new ASC/3 controllers within 30 days. Agency will be reimbursed the difference in cost of the Cobalt controller and the ASC/3 based upon pricing provided in the Aegis ITS Proposal.

All mandatory system requirements in the Aegis ITS Proposal that are identified as being provided will be verified. Each system requirement must be mapped to a verification test.

Any failure or lack of performance to meet the stated system requirements shall be immediately recorded and Aegis shall prepare a report stating why system requirement was not met. The report shall include a proposed solution to resolve the deficiency and shall be submitted to the City on or before seven (7) days after the failure is discovered. If the proposed solution includes a software revision, this update shall be installed and retested within fourteen (14) days of the initial test. If there is a system requirement that Aegis will not be able to meet, Aegis shall prepare a report and develop a plan to provide similar performance operation. The revised system requirement shall be approved by the City and new testing of the revised requirement shall be completed within thirty (30) days. A single failure of the alternative proposed solution may result in Agency determination of default by Aegis and forfeiture of funding for work completed to date. Upon completion of all required verification testing, Aegis shall prepare a final Verification Report which will contain all critical information regarding testing conducted including both failures and successes. Resolution of the cause of failures should also be detailed. A list of all hardware, software and special equipment utilized in the testing shall be provided. No additional costs shall be incurred by the City related to new engineering performed by Aegis in order to provide system requirements the Aegis ITS Proposal indicated the *Centracs* system will provide.

Aegis shall configure the ASCT system for optimal traffic operations. Upon full completion and acceptance of the system, Aegis shall support the software (error corrections and updates) for a period of no less than 5 years from the date the system is fully operational.

Aegis shall maintain an adequate inventory of parts to support maintenance and repair of the ASCT system.

Replacement parts shall be available for delivery within thirty (30) days of an order at the supplier's current pricing.

III. COMPENSATION

The Agency will pay TWO HUNDRED FORTY ONE THOUSAND TWO HUNDRED NINETY THREE AND NO/100 DOLLARS (\$241,293.00) for everything furnished and done under this Agreement. This amount includes all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid separately by the Agency to Aegis. The compensation set forth in this paragraph shall be the total compensation for hardware, software and services provided by Aegis, including all out of pocket expenses incurred.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
Project Management	64 hrs		\$10,037.00
Centracs Installation and Integration	58 hrs		\$10,837.00
Adaptive Implementation & Fine Tuning	144 hrs		\$25,681.00
Dcoumentation	32 hrs		\$3,474.00
Training	160 hrs		\$25,920.00
Testing & 2 Years of Maintenance / Warranty	156 hrs		\$28,269.00
Software Licensing	L.S.		\$91,151.00
Cobalt Controller (includes TS1 Adapter cable as necessary)	12	\$3,827.00	<u>\$45,924.00</u>
		SUBTOTAL	<u>\$241,293.00</u>

IV. DELIVERY SCHEDULE

Aegis shall provide the *Centracs* system and deliverables in accordance with the milestone schedule defined and agreed to during the project kickoff meeting with Agency.

V. PAYMENT TERMS

The materials and services referenced in Section II above establish invoicing and payment milestones under this Agreement. Payment for all invoices shall occur within thirty (30) days of receipt of invoice or acceptance of materials and services, whichever is later. All software will be shipped F.O.B. Colorado Springs, Colorado. All controllers and field components will be shipped F.O.B. Anaheim, California.

Payment shall be made per the following:

Software, Installation & Integration	60% of total system price less hardware upon completion of installation
Training	10% of total system price less hardware upon completion of training
Verification Testing & Report	30% of total system price less hardware upon completion of test
Field Equipment/Cut-Sheets/Manuals	100% upon shipment of material(s)

VI. DELAYS

Aegis shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to causes which are unavoidable or beyond its reasonable control, acts of God, acts of Agency, acts of civil or military authority, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation, or inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of

performance shall be extended for a period equal to the time lost by reason of the delay. If the delay is due to causes other than attributable to Agency, and is such that the delivery of services voids the essential period for this Agreement, Agency may cancel this Agreement upon thirty (30) days written notice.

VII. COMPLIANCE WITH LAWS

This Agreement is made subject to any federal, state or local allocations, priorities, restrictions or regulations now or hereafter in effect; or allocations imposed upon Aegis by Aegis's suppliers or for delays caused by failure of its supplier to deliver parts to Aegis.

VIII. PAYMENTS EARNED

Agency acknowledges that the rights of Aegis in and to the consideration payable by Agency under Section III are absolute and unconditional upon completion of the discrete tasks set forth in said section of this Agreement, notwithstanding that the payment dates may be set at a time later in the future than the performance date.

In the event of default by Agency and Agency failing to cure such default within thirty (30) days from receiving Aegis's written notice of Agency default, Aegis shall be entitled, at its option, to upon written notice to Agency, declare all unpaid payments, plus all other amounts payable by Agency, hereunder, to be immediately due and payable, discounted, to the then present value (using an interest rate equal to that of a comparable treasury note at the date this Agreement was accepted by Aegis). The remedies referred to or set forth herein shall be cumulative and any single or partial exercise of any remedy shall not preclude any other or further exercise thereof or of any other remedy.

IX. CANCELLATION AND "HOLD" CHARGES

Agency may cancel, place a "stop notice" or delay the completion of performance of Aegis upon thirty (30) days written notice in advance to Aegis. In the event of any such action, Agency shall make payment to Aegis of reasonable and proper cancellation charges, and/or appropriate costs associated with the delay and/or "holds". In addition to the purchase price as agreed upon herein, Agency agrees to make payments to Aegis for labor and materials expended (including overhead and General and Administrative) directly attributable to the delays, "holds" or cancellation caused by Agency. Agency may cancel this order, if after written notice to Aegis and thirty (30) days to cure, Aegis fails to fulfill in a timely manner its obligations under this Agreement.

X. WARRANTY

Aegis warrants to Agency that all software and equipment to be delivered hereunder will be free from defects in material or workmanship and will be of the kind and quality designated or specified by Aegis herein. This warranty shall apply only to defects appearing within one year from the date of shipment by Aegis for system software and controller software and two

years from the date of shipment by Aegis for hardware products manufactured by Aegis. All other equipment not manufactured by Aegis carries the manufacturer's standard warranty.

If Aegis installs the Aegis manufactured equipment, software or supplies technical directions of installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by Agency.

If the Aegis manufactured equipment delivered hereunder does not meet the above warranty, and if Agency promptly notifies Aegis in writing, Aegis shall thereupon correct any defect, including non-conformance with the specifications, either (at its option) by repairing any defective or damaged parts of the equipment, or by making available at Aegis's plant necessary replacement parts.

Agency will return the defective product to Aegis, at Agency's expense. Aegis shall repair or replace the defective item and return it to Agency at Aegis's expense.

The liability of Aegis under this warranty, or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and, upon the expiration of the warranty period, all such liability shall terminate. The foregoing shall constitute the exclusive remedy of ("Agency") and the exclusive liability of Aegis.

The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. Aegis does not warrant any equipment of other manufacture designated by Agency. Aegis shall supply to Agency, in a timely manner, any software revisions of the standard PRODUCT software modules to correct "bugs" or deficiencies, which would appear within two (2) years from the date of final acceptance of the standard PRODUCT traffic management system.

XI. REPRESENTATIONS

Non-infringement - Aegis represents that to the best of its knowledge the technology embodied in the products sold herein does not infringe upon a United States patent or United States copyright in effect as of the Effective Date.

Authority - Each party represents as follows: (a) that it has full power and authority to execute, deliver and perform its obligations under this Agreement; (b) that there are no actions, proceedings or investigations pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement or the rights, duties and obligations of the parties hereunder; and (c) that the execution, delivery and performance of this Agreement will not constitute a breach or default under any agreement, law or court order under which such party is a party to or may be bound or affected by or which may affect the rights, duties and obligations hereunder.

No Other Representations - Each party acknowledges and agrees that it is relying on no representation of the other party except as expressly set forth herein.

XII. LIMITATION OF LIABILITY

Except for negligence and/or intentional acts, Aegis's liability on any claim for loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any software and equipment covered by or furnished under this Agreement shall be limited to the Agreement total price. Said damages shall not exceed an amount equal to the insurance policy limits as required as part of this Agreement. Aegis's liability extends only to products provided and services performed during the period in which an active warranty or support Agreement is in effect. Outside of a warranty period or support agreement, Aegis's liability for such claims shall be limited to the Agreement total price or actual damages whichever is less. In no event, whether as a result of breach of contract or warranty, shall Aegis be liable for special or consequential damages including but not limited to loss of profits or revenue, loss of use of the equipment, or any associated equipment, cost of capital, downtime costs, or claims of customers of the Agency for such damages.

Aegis will not be liable for any claims or back charges on behalf of the Agency arising out of this Agreement unless they are made in a reasonable time and supported in writing within thirty (30) days from the date on which the Agency becomes aware of same, giving full details, including costs incurred, if any. Claims not presented within such time limit shall be deemed to have been waived by the Agency. Aegis will be given reasonable opportunity and access to investigate the merits of such claims or back charges and its liability limited as above.

XIII. INDEMNIFICATION

Notwithstanding the limitations on liability imposed under Section, "Limitation of Liability" hereof, Aegis shall indemnify, defend and hold harmless Agency and its officers, agents and employees, or any of them from any and all suits, liability, reasonable attorneys' fees and costs of litigation damages to the extent arising out of any negligent or intentional act, error or omission of Aegis, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement; excepting only those actions, claims, liabilities, obligations, judgments, expenses or damages arising out of the negligence of the Agency. If a final judgment is rendered against the Agency, its officers, agents, employees and/or any of them, or jointly against Agency and Aegis and their respective officers, agents and employees, or any of them, Aegis shall satisfy the same to the extent that such judgment was due to Aegis's negligent acts or omissions.

XIV. LICENSES

Aegis grants to Agency for exclusive use in Agency, a fully paid non-exclusive, non-transferable product software license for the products and their specific licensing limits set forth under Section II (Scope of Work). Agency shall be entitled to:

- a) Use the licensed programs but only in machine-readable form on licensed computers.
- b) Use the support material supplied but only as required to support the use of the licensed programs.
- c) Make only as many backup copies of the licensed programs in machine readable form as required to support the use of the licensed programs on each computer. All backup copies must include the copyright notice in the original form as it appears on the licensed programs.

Agency may not copy, modify, adapt, merge, disassemble, decompile or distribute the software, its documentation or create derivative works based upon the software. None of the support material in human readable form included with the licensed programs may be copied in any way. Agency may print any screen the software will allow, however, no copyright notices may be removed from the printing.

The licensed programs and support material included with this Agreement are confidential information that is the property of Aegis. The licensed programs, program concepts or any of the support materials shall not be made available to any other party or organization without the written consent of Aegis.

Title to all intellectual property rights including patent, trademark, copyright and trade secret rights and title to all ownership rights and all copies of and all media bearing the licensed programs, support materials and program concept shall remain in Aegis.

XV. CONFIDENTIAL INFORMATION

Confidential Information - In the performance of this Agreement or in contemplation thereof, the parties and their respective employees and agents may have access to private or confidential information owned or controlled by the other party and such information may contain proprietary details and disclosures. All information and data identified in writing as proprietary or confidential by either party ("Confidential Information") and so acquired by the other party or its employees or agents under this Agreement or in contemplation thereof shall be and shall remain the disclosing party's exclusive property. The recipient shall use all reasonable efforts (which in any event shall not be less than the efforts the recipient takes to ensure the confidentiality of its own proprietary and other confidential information) to keep, and have its employees and agents keep, any and all "Confidential Information" confidential, and shall not copy, publish or disclose it to others, nor authorize its employees, agents or anyone else to copy or disclose it to others without the disclosing party's written approval; nor shall the recipient make use of the "Confidential Information" except for the purposes of

executing its obligations hereunder, and (except as provided for herein) shall return the Confidential Information and data to the first party at its request. Agency's duty to maintain confidentiality as described hereunder shall be subject to the laws of the State of California.

Excluded Information - The foregoing conditions will not apply to information or data which is, or which becomes generally known to the public by publication or by any means other than a breach of duty on the part of the recipient hereunder, is information previously known to the recipient, is information independently developed by or for the recipient or is information generally released by the owning party without restriction.

Right to Injunctive Relief - Because of the unique nature of the Confidential Information, the parties agree that each party may suffer irreparable harm in the event that the other party fails to comply with any of its obligations under this Article, and that monetary damages may be inadequate to compensate either party for such breach. Accordingly, the parties agree that either party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Article.

XVI. SOFTWARE UPDATES & NEW FEATURES

Software updates for the basic product system and any additional system modules acquired by the City are included in the annual system update or through scheduled software releases during the warranty period and active system support agreement period.. New software development for additional features beyond the basic product software for other agencies, or as part of Aegis's ongoing research and development shall be offered to Agency at a fixed, quoted price, not to exceed pricing for an Agency of comparable size, architecture and integration. The offer shall remain firm for ninety (90) days from the date of the offer. Aegis is currently developing a cycle length adjustment algorithm that will be provided to the Agency at no cost, upon release, as long as a support agreement is in effect at the time of release.

XVII. COMPLIANCE WITH ALL LAWS

Aegis shall, at its sole expense, comply with all of the requirements of County, State and Federal laws now in force pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all ordinances, statutes, rules or regulations now in force.

XVIII. INDEPENDENT CONTRACTOR

This Agreement calls for the performance of services of Aegis as an independent contractor. Aegis is not an agent or employee of Agency for any purpose and is not entitled to any of the benefits provided by Agency to its employees. This Agreement shall not be construed as forming a partnership or any other association with Aegis other than that of an independent contractor.

XIX. INSURANCE AND BONDS

Aegis shall maintain for the duration of this Agreement the following types of insurance:

- a) Automobile liability insurance (minimum \$2.5 Million)
- b) Commercial general liability insurance (minimum \$2.5 Million)
- c) Worker's compensation insurance (per state requirement)
- d) Product Liability Insurance (minimum \$2.5 Million)

The insurance required hereunder shall be primary and maintained until all work required and all material to be supplied under the terms of this Agreement is satisfactorily completed as evidenced in writing by an authorized representative of Agency.

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

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

XX. ADVERTISING

Agency grants Aegis permission to include Agency in its list of *Centracs* customers in any advertising or publicity materials without the specific prior written approval of Agency.

XXI. EXECUTION

This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for the authorship of this Agreement.

XXII. NOTICES

The notices relative to this Agreement shall be given in writing and shall be personally served, sent by registered mail or faxed with telephone confirmation by addressee that it was received. The parties shall be addressed as follows, or at any other address designated by notice:

Aegis: Aegis ITS, Inc.
3360 East La Palma, Anaheim, CA 92806
Attention: Roy Howard
Title: Senior Project Manager
Phone: 719-471-9866 (ext. 1205)
Fax: 719-471-9063
E-mail: rhoward@Econolite.com

Agency: City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: Valla Melvin
Title: Signal Operations Engineer
Phone: 509-232-8800
Fax: 509-232-8830
Email: VMelvin@Spokanecity.org

XXIII. FORUM

Any lawsuit pertaining to any matter arising under, or growing out of this Agreement shall be instituted in the State of California.

XXIV. ASSIGNMENT

This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of Agency and Aegis.

XXV. MERGER AND MODIFICATION

No supplement, modification or amendment of this Agreement or waiver of the provisions thereof shall be binding unless executed in writing by Agency and Aegis. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

XXVI. ATTORNEYS' FEES

In the event any action in law or equity, arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to its attorneys' fees and other costs reasonably incurred in such action or proceeding.

XXVII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

XXVIII. OTHER MATTERS

Severability - In the event any of the provisions of this Agreement shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full effect and shall control.

Invalidity - Any provisions of this Agreement prohibited by the law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

Force Majeure - Should any obligation of either party hereunder (except with respect to timely payment of invoices) be delayed by events beyond such party's control, including but not limited to, natural or man-made disasters, strikes, government actions or regulations, failure of a third party to comply or conform or inability to obtain labor or materials through its regular sources, that party's time for performance shall be extended by the period of delay upon approval by Agency.

Absence of Third Party Beneficiary Rights - Except as otherwise provided in this Agreement, no provision of this Agreement is intended, nor shall be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any affiliate or subsidiary, and all provisions hereof shall be personal solely between the parties hereto.

Headings - Article and Section headings are included solely for convenience, are not to be considered a part of this Agreement nor are they intended to be full and accurate descriptions of the contents thereof.

Survival - The following provisions shall survive the expiration, cancellation or early termination of this Agreement: Sections V, VII, VIII, IX, X, XII, and XIII and any other provision which by its nature shall survive the expiration, cancellation or early termination of this Agreement.

XXIX. BUSINESS REGISTRATION REQUIREMENT

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

XXX. ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the

Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

XXXI. NONDISCRIMINATION

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Dated: _____

AEGIS ITS, INC.

By: _____

Name: _____

Title: _____

Dated: _____

CITY OF SPOKANE

By: _____

Name: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A - Aegis Response to City of Spokane Questions dated July 3, 2013

Exhibit B - email from Doug Terry dated July 9, 2013



An Econolite Group Company

Exhibit #1

July 3, 2013

Valla Melvin, P.E.
Senior Traffic Engineer – Signal Operations
City of Spokane
901 N. Nelson
Spokane, WA 99202

Subject: Additional Information for Division Street – Euclid to North Division “Y” – Adaptive Signal Control System Procurement and Integration (RFP No. 3941-13)

Dear Ms. Melvin:

We are in receipt of your request for additional information for the above project. Below are the City of Spokane’s questions received by email on July 1. The questions are in gray italic and Aegis’ response is provided immediately below each question.

- 1. We will not be able to order TS2 Type 1 cabinets until July 8 (due to FHWA/City processing) – turnaround time could be up to 60 days. In the interim we’d like to determine which detection system will best serve the ASCT, order and install. All of this will take a bit of time. Your schedule is too aggressive to accommodate securing/installing the additional equipment – our crews work a reactive schedule so availability for installs could be an issue. We need a commitment to flexibility in the schedule.*

The schedule proposed is entirely flexible based on the City’s needs. We will work with the City to add the tasks or milestones for work performed by others to provide a more realistic project schedule incorporating external constraints such as the detection subsystem and the cabinet replacements.

- 2. Please provide an electronic copy of the standard Centrac's acceptance test procedures referenced on page 5 of the proposal*

You can download an electronic copy of the *Centrac's* acceptance test procedures from:

<ftp://ftp.econolite.com/Aegis/>

username: public

password: econolite

- 3. Please provide an electronic copy of the Centrac's manual referenced on page 6 of the proposal*

You can download an electronic copy of the *Centrac's* user manual from:

<ftp://ftp.econolite.com/Aegis/>

username: public

password: econolite

Additional user information on *Centrac's Adaptive* can be found in *Centrac's* online help. You can download an electronic copy of our online help from the same site. The Compiled HTML format (*.chm) file will open on any Windows-based computer. The reader includes an index and a search feature.

3360 East La Palma Avenue
Anaheim, CA 92806-2856
Office: 714-238-9277
Fax: 714-630-1973
www.aegisits.com

4. *What is the warranty for the Cobalt controller?*

The standard warranty for the *Cobalt* controller is two years from date of purchase. We have attached a copy of the standard warranty to this letter. (Attachment 1).

5. *Please provide details on how the system transitions from a preempt/transit priority call back to adaptive control*

Following a preemption input, *Centracs Adaptive* transitions back to adaptive control using the same parameters that were in effect at the onset of preemption. For example, assume *Centracs Adaptive* has adjusted the split of phase 2 from 35 seconds to 45 seconds based on current traffic conditions prior to receiving a preemption input. In this case, following the preempt, *Centracs Adaptive* will transition back to adaptive control and will resume coordinated operation with a phase 2 split value of 45 seconds, continuing to adapt the timing based on current demand.

Transit signal priority (TSP) operation functions independently of *Centracs Adaptive*. Since TSP is not preempting the controller, but rather reducing the programmed time-of-day split values by a predetermined factor, TSP reverts the adaptive parameters to the programmed time-of-day values. Upon the release of the TSP input, *Centracs Adaptive* resumes adaptive control from the programmed time-of-day values.

6. *Please provide staff qualifications for both yourself and Rod Forrester.*

We have included single page resumes for Jeff Wolf and Rod Forrester as attachments to this letter. (Attachment 2).

7. *No Shelby involvement?*

Dr. Steve Shelby is involved in every *Centracs Adaptive* project and Spokane will be no exception. As the lead developer of the adaptive algorithms for *Centracs Adaptive*, Steve works with our engineering team, our system implementation team, and our adaptive specialist, Mr. Gurtej Gill, to support our adaptive implementations. While we have proposed no new development for this project, Steve will be involved in a review and advisory capacity as needed. In addition, Steve is leading the ongoing development and enhancement of *Centracs Adaptive*, including the development of the cycle length adjustment algorithm discussed below in Question 8.

8. *Once developed, we would like the module for the cycle length adjustment algorithm referenced in the System Requirement response provided at no additional charge – please confirm.*

This is correct. New *Centracs* releases for currently licensed modules are available at no additional cost to agencies who are under a Software Maintenance Agreement (SMA). These releases often include enhancements to the licensed modules. As long as the City's *Centracs* system is under warranty or SMA (two years are included in proposal costs as requested by the RFP), the cycle length adjustment algorithm will be provided at no additional charge when available.

9. *Do you have a preferred detection technology – if so, please share (other than loops)*

We have included a three-page discussion in response to this question attached to this letter (Attachment 3).



The following questions were received in a follow up email dated July 3, 2013. As above, the questions are in gray italic and Aegis' response is provided immediately below each question.

10. What's the status of development of dynamic left-turn phasing?

When switching from leading to lagging, all that is required to dynamically change the left-turn phasing is the selection of 1 of 16 sequence choices. These can be selected by time of day command, traffic responsive or manual override. When running coordinated, we can change sequences from one to another without going free for a cycle or two. We also can omit the protected or the permissive operation on the same time of day, traffic responsive or manual mode of operation.

11. Does Econolite provide gap-dependent FYA?

Currently our firmware allows gap-dependent FYA, using the controller's Logic Processor. Jeff Wolf has processed a request to engineering for an enhancement to make this a built in feature and it is on our development road map. In addition, with the controller's Logic Processor we can customize operation to take advantage of volume and occupancy information to make the FYA operation adapt to current traffic conditions.

12. Can Cobalt/Centracs updates be pushed remotely?

We can push *Cobalt/Centracs* updates remotely if given VPN access to the Centracs server. We will work with Spokane's IT Department as needed to establish connectivity.

13. If controller updates required input via a USB port, does it put the intersection into flash?

Controller updates can be loaded via the USB port or the IP port. The controller will not go onto flash when doing this. There is more than enough memory to house the new code as well as the currently running code.

The *ASC/3* controller will launch the new code when rebooted. Power cycling the controller will cause the intersection to go into flash during the reboot (less then 30 seconds).

The *Cobalt* controller will launch the new code in similar fashion as the *ASC/3* when rebooted. As a future enhancement on our roadmap, we are looking to update the firmware during the all red interval and avoid the cabinet going into flash at all.

Thank you for your consideration of Econolite and Aegis for this important project. We look forward to working with you and the City. Please contact Jeff Wolf or me directly at (714) 575-5701 or dterry@aegisis.com with any questions.

Sincerely,

Aegis ITS, Inc.

A handwritten signature in dark ink, appearing to read "Douglas Terry".

Douglas Terry
Chief Operating Officer

WARRANTY

Econolite Control Products, Inc. (Econolite) warrants the products listed to the original purchasing agency (Purchaser) for a period of **TWO (2) years** from date of shipment, to be free from defects in material or workmanship and to be of the kind and quality designated or specified in the contract. If Econolite installs the equipment or supplies technical direction or installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by the Purchaser. Econolite is not responsible for damage caused by negligence, acts of God, or use of equipment in a manner not originally intended.

If the equipment delivered hereunder does not meet the above warranty, and if the Purchaser promptly notifies Econolite, Econolite shall thereupon correct any defect, including non-conformance with specifications, either (at its option) by repairing any defective or damaged parts of the equipment or by making available at Econolite's plant necessary repairs or replacement parts. The liability of Econolite under this warranty, for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and, upon the expiration of the warranty period, all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Purchaser and the exclusive liability of Econolite.

THE EXPRESS WARRANTY SET FORTH IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY ECONOLITE. ECONOLITE MAKES AND PURCHASER RECEIVES NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTIES. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF ECONOLITE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, OPERATION OR USE OF THE GOODS.

The warranties set forth herein shall be void if the goods have been (1) repaired or altered outside of Econolite's facilities, (2) subjected to misuse, negligence, accident or operated in other than normal and proper use and service, or (3) connected, installed or adjusted in a manner not in accordance with Econolite's instructions. This warranty does not extend to products not manufactured by Econolite. Econolite has the sole right to determine whether or not an item is covered under our warranty policy.

To obtain service under this warranty, deliver the product to the factory at the address listed below. When returning products to Econolite, the following steps should be taken:

- Obtain a Return Authorization (RA) number from your local Econolite representative
- Pack in original (or equivalent) shipping container
- List on packing sheet inside shipping container, the RA number, your purchase order number, and description of problem
- Insure the package (or assume the risk of loss/damage during shipment)
- Ship to nearest Econolite service location prepaid. Econolite will pay the return shipping charges.

Econolite Control Products, Inc.
Attn: Service Department
3360 E. La Palma Avenue
Anaheim, California 92806

Econolite Control Products, Inc.
Attn: Service Dept.
212 San Marco Avenue, Suite B
St. Augustine, FL 32804

ECONOLITE PRODUCTS COVERED UNDER THIS WARRANTY INCLUDE:

Cobalt - ASC/3 - ASC/2S - ASC/2M - 2070 - MMU - CMU - 56K MODEM - CABINET POWER SUPPLY



2 Year Warranty
Doc# C10063
June 2013 Rev G

WARRANTY

Econolite Control Products, Inc. (Econolite) warrants the products listed to the original purchasing agency (Purchaser) for a period of **TWO (2) years** from date of shipment, to be free from defects in material or workmanship and to be of the kind and quality designated or specified in the contract. If Econolite installs the equipment or supplies technical direction or installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by the Purchaser. Econolite is not responsible for damage caused by negligence, acts of God, or use of equipment in a manner not originally intended.

If the equipment delivered hereunder does not meet the above warranty, and if the Purchaser promptly notifies Econolite, Econolite shall thereupon correct any defect, including non-conformance with specifications, either (at its option) by repairing any defective or damaged parts of the equipment or by making available at Econolite's plant necessary repairs or replacement parts. The liability of Econolite under this warranty, for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and, upon the expiration of the warranty period, all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Purchaser and the exclusive liability of Econolite.

THE EXPRESS WARRANTY SET FORTH IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY ECONOLITE. ECONOLITE MAKES AND PURCHASER RECEIVES NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTIES. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF ECONOLITE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, OPERATION OR USE OF THE GOODS.

The warranties set forth herein shall be void if the goods have been (1) repaired or altered outside of Econolite's facilities, (2) subjected to misuse, negligence, accident or operated in other than normal and proper use and service, or (3) connected, installed or adjusted in a manner not in accordance with Econolite's instructions. This warranty does not extend to products not manufactured by Econolite. Econolite has the sole right to determine whether or not an item is covered under our warranty policy.

To obtain service under this warranty, deliver the product to the factory at the address listed below. When returning products to Econolite, the following steps should be taken:

- Obtain a Return Authorization (RA) number from your local Econolite representative
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2 Year Warranty
Doc# C10063
June 2013 Rev G

Jeff Wolf

Title	Account Manager
Education/ Training	Bachelor of Science in Business Administration, Portland State University
Years of Experience	32 years of transportation management experience

Summary of Experience Mr. Wolf has been involved in ITS his entire career. Mr. Wolf joined Econolite Group, Inc. in 2006 to oversee direct sales in the Northwest region. He is serving as District Sales Manager overseeing a staff of five ITS technical and professional staff dedicated to sales and support for the Northwest region of the U.S. for Econolite.

From 1981 to 2006, Mr. Wolf served as President of Northwest Signal Supply Inc. who was an independent manufacturer and distributor of traffic control products for the Northwest. As President of Northwest Signal and as District Manager for Econolite, Mr. Wolf has worked in technical and program management roles with ITS systems and agencies throughout the Northwest, and has worked in every phase of ITS planning, design, deployment, and operations. In addition, he has worked on almost every element of the intelligent transportation infrastructure including traffic signal control, freeway management, transit management, and incident management.

Mr. Wolf began his career as a project manager and has worked in virtually every medium currently applied in ITS. He has provided signal system deployments in Spokane County, Seattle, Portland, Moscow, Idaho Falls, Richland, Bellingham, Auburn, Clark County, Kitsap County, King County and has been involved in many others across the Northwest.

Rod Forrester

Title	Signal Technician
Education/ Training	IMSA Work Zone Safety; IMSA Level 1 Traffic Signals; IMSA Level 2 Traffic Signals; Osiris OC-3 Operations and Maintenance Training; Coastcomm D/I MUX III Training – Certified Technician; National Technology Transfer Fiber Optic Training Course; Leader Development Program; Forklift Training/Certification; Electronics Technician Maintenance School; Electronics Technician School; Nuclear Technician Training School; Naval Nuclear Power School; Submarine Quality Assurance; Railroad Safety
Years of Experience	27 years of transportation management experience

Summary of Experience Mr. Forrester is responsible for the sales and service of Econolite Control Products in the Northwest region of the U.S. He establishes the initial setup, field testing, and final configuration of all traffic related sales in the Northwest region. He regularly installs, maintains, and repairs all types of traffic signal equipment including: NEMA and 170 style traffic signal cabinets, HAWK signal crossings, closed circuit televisions, spread spectrum and licensed radios, video detection systems, radar detection systems, and central software systems.

Prior to joining Econolite, Mr. Forrester was a controller/ITS production manager for Northwest Signal Supply, Inc. where he managed a five-division traffic supply company. The divisions were comprised of poles, controllers, cabinets, signal warehouse, and engineering. He performed traffic signal controller software and firmware testing for proper operation and acted as corporate liaison with city, agency, and county officials. He was responsible for scheduling system installations; scheduling signal and video activations; responding to sales and service calls; troubleshooting traffic cabinets and video detection systems; ordering materials for multi-million dollar manufacturing operations; preparing and conducting system, controller and video training throughout a five-state region; developing coordination, pre-emption, timing and signal plans; performing site surveys for video deployment; designing, testing, and deploying traffic cabinets for complex operations to include: flashing yellow left turn logic, special pre-emption logic, advanced warning flashing logic, light rail transit logic and various other customer requirements.

Mr. Forrester has served as test center manager for the TransCore ATMS project for Interstate-15, a \$1.3 billion project. In this capacity, he was responsible for initial setup, field testing and final configuration of all electronics equipment on this project. Equipment included: 250 miles of fiber optic cable, 250 NEMA TS2 type 1 traffic signal cabinets, 300 model 334 cabinets, 300 model 2070 controllers, 17 surface street variable message signs, 31 freeway variable message signs, 150 closed circuit televisions, 72 spread spectrum radio sites, 12 roadway weather information systems, 4 weigh-in-motion sites, 1050 fiber optic transceivers. He was responsible for the setup of SONET ring configuration for all end hub equipment and development of fiber channels for a redundant system. He performed final communications tests and integrated all equipment to communicate at central locations for UDOT, Salt Lake City and Salt Lake County. He also performed fiber splicing and OTDR testing at various HUB and field locations.

While *Centracs Adaptive* is compatible with a wide range of detection technologies, we prefer to utilize Autoscope video detection. For this project we recommend the use of Autoscope ENCORE at each intersection. The exclusive logic in Autoscope is able to provide larger zones during Red for safe detection of vehicles waiting at the stop line, and smaller, shorter zones during Green and Yellow for better adaptive control.

Ideal Detection Design

Centracs Adaptive operates using two main types of detectors. First, Phase Utilization detectors are placed at the stop-bar along all approaches to optimize the splits at each intersection. Detection zones should be separated lane-by-lane to ensure accurate volume and occupancy measurements. Econolite recommends the use of four Autoscope ENCORE cameras to accomplish this goal. Please refer to Figure 1 below regarding the placement of Phase Utilization detectors.



Figure 1: Placement of Phase Utilization Detectors

Once the splits have been optimized, *Centracs Adaptive* utilizes advanced detection and/or exit detection to generate a Flow Profile at each intersection and adjust offsets to maximize progression. For this project, Econolite recommends the use of advanced detection through the use of two additional Autoscope ENCORE cameras due to the significant midblock retail and medical traffic along Lidgerwood Street. Accurate advanced detection will be achieved by mounting the ENCORE cameras on the nearside luminaire, as shown below in Figure 2. When a luminaire is not present or not applicable, the camera may mount on the signal mast arm with a riser or on the pole with an "L" bracket.

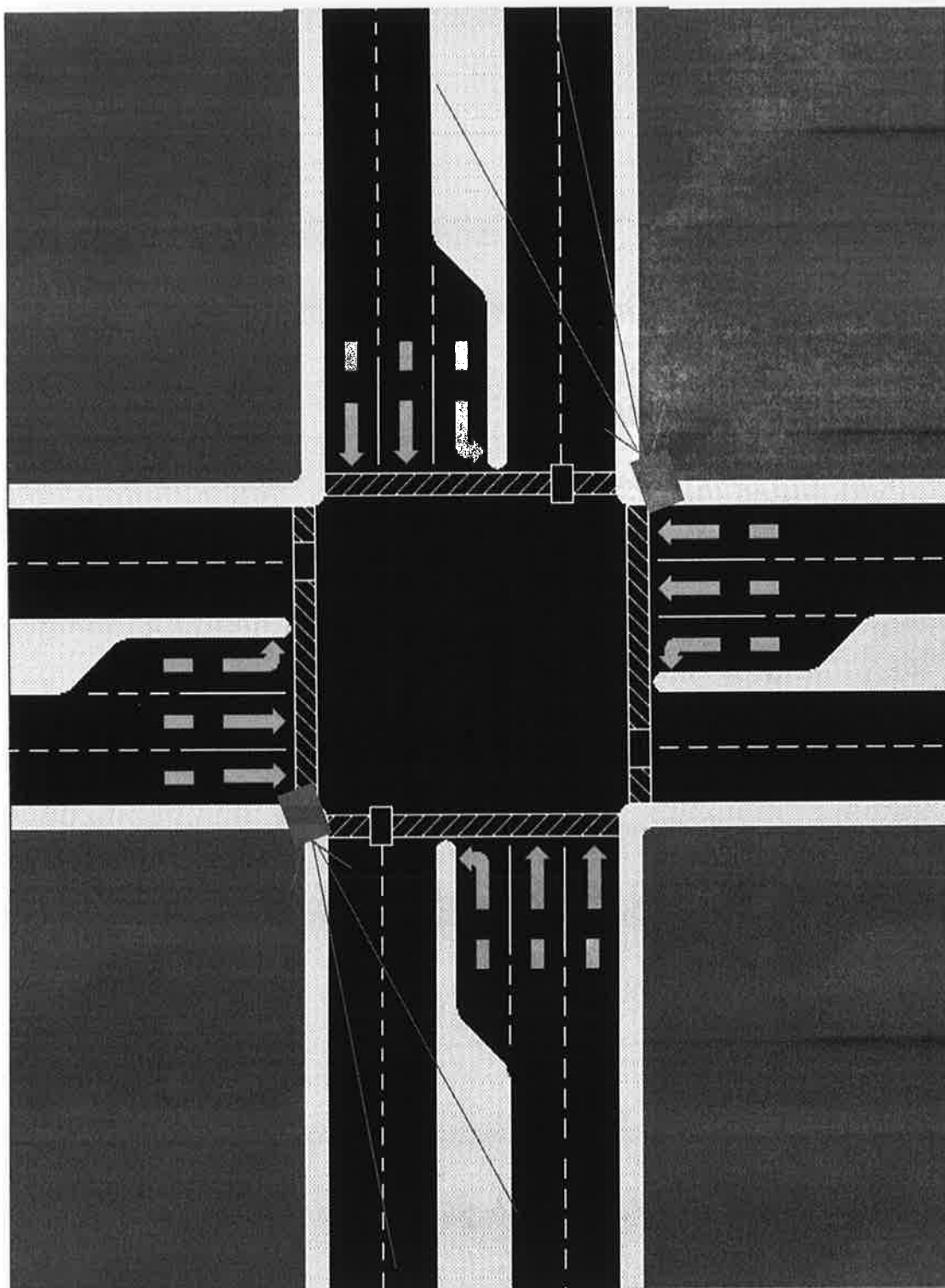


Figure 2: Autoscope ENCORE Installation for Advanced Detection

In the cabinet, Autoscope products offer a small footprint, simplified wiring, and low power consumption. Additionally, Autoscope ENCORE is able to leverage the existing three conductor power cables present at all nine intersections currently using video detection (Queen, Rowan, Central, Francis, Lyons, Cozza, Lincoln, Magnesium and North Division Y). Each ENCORE camera will connect to the TIP (Terra Interface Panel) inside the cabinet using the existing three conductor power cable terminated to an EasyLock connector. The cameras can be connected directly to the TIP (Figure 3) or daisy-chained off of each other (Figure 4) to further simplify wiring. The TIP is then connected to the TAP (Terra Access Point), which outputs detection data to the controller via direct SDLC communication. Attached is an example quote for the proposed six camera Autoscope ENCORE detection solution, including all necessary components.

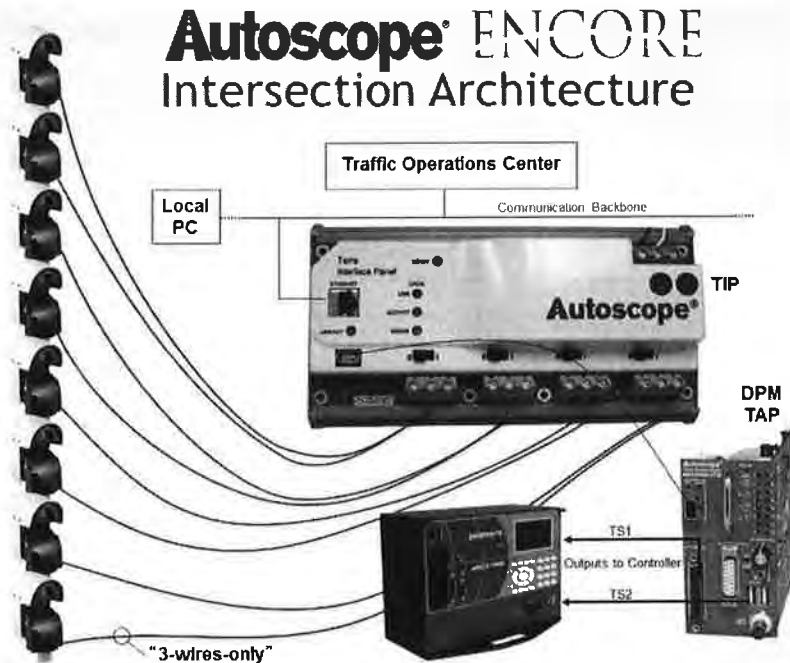


Figure 3: Direct Connection of ENCORE Cameras

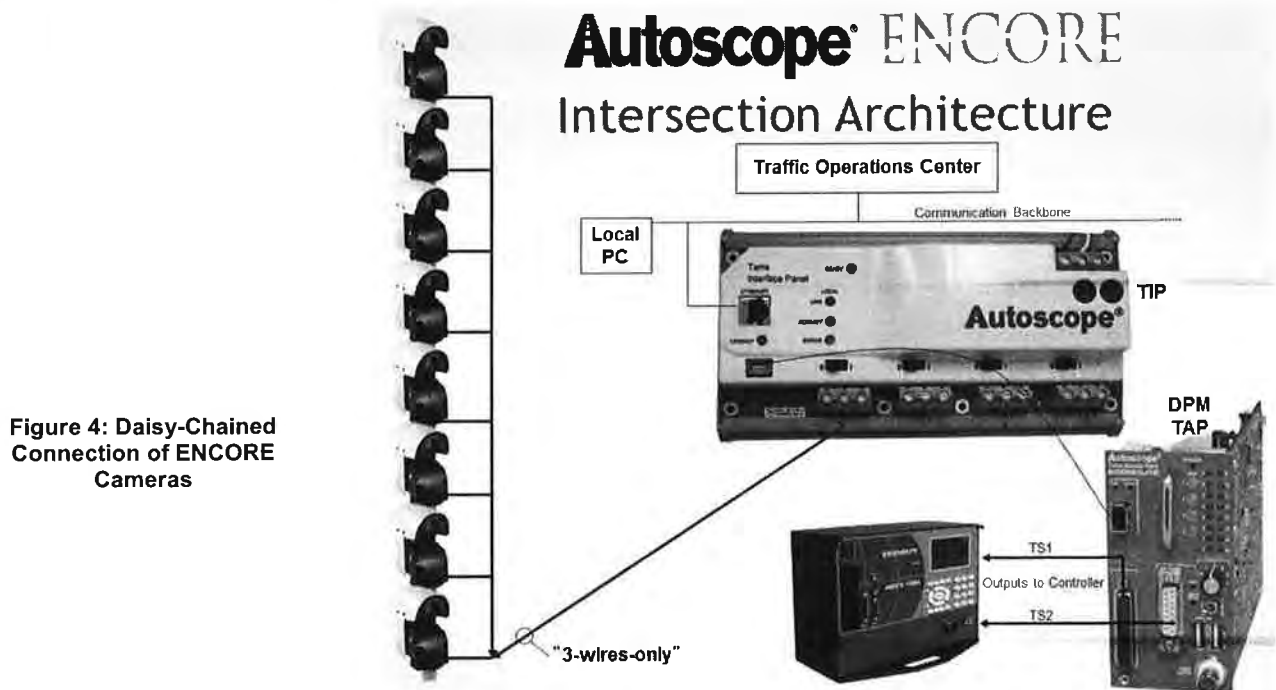


Figure 4: Daisy-Chained Connection of ENCORE Cameras

Attachment 3

Doval, Matthew

From: Doug Terry [DTerry@aegisits.com]
Sent: Tuesday, September 10, 2013 12:42 PM
To: Doval, Matthew
Cc: Schenk, Andrew
Subject: FW: Response to Additional Questions

I believe this is the referenced email from the 9th, Matt.

From: Doug Terry <dterry@aegisits.com>
Date: Tuesday, July 9, 2013 5:09 PM
To: "VMelvin@SpokaneCity.org" <VMelvin@SpokaneCity.org>
Cc: Jeff Wolf <jwolf@econolite.com>, Gurtej Gill <ggill@econolite.com>, TJ Larson <tlarson@econolite.com>, Christina Valdivia <cvaldivia@aegisits.com>
Subject: Response to Additional Questions

Hi Val -

In response to your questions, please see the responses below.

I spoke to CoS IT regarding the application and SQL servers. Please confirm that your system will not operate in a shared SQL server instance and if so, which edition of SQL Server 2012 does Centrac's require (Enterprise, Standard, Express,...).

- We recommend a standalone SQL Server instance dedicated to Centrac's. This normally resides on the Core application server with a 200GB D: partition dedicated for active SQL databases and backups. We support both SQL 2008 and 2012, Standard versions.

In regards to question 5 within correspondence from Aegis ITS dated July 3, 2013 (relative excerpts shown below), please indicate the number of cycles anticipated from 1) the time a preempt input is released by the controller to the time adaptive operations resume, and 2) from the time TSP operations command release control of the intersection to the time the intersection resumes adaptive control.

- With regards to preemption, Centrac's Adaptive resumes adaptive data collection once the controller transitions back into coordination. There is a built in feature which allows the ASC/3 controller to "snap to coordination" following the release of a preempt input. This will allow the controller to resume coordination, and adaptive operation, immediately after the release of the preempt input. If "snap to coordination" operation is not desired, smooth transition is also compatible with adaptive operation. Smooth transition allows the user to configure a maximum "dwell/add time" which will add or subtract a percentage of the cycle length to obtain coordination. The default value is set to 17%, which guarantees a return to coordination within three cycle lengths. If desired, a more aggressive dwell/add time (up to 50% of the cycle) may be specified by the user
- With regards to transit signal priority, Centrac's Adaptive resumes adaptive data collection within once cycle of the TSP operation command releasing control of the intersection. Centrac's Adaptive data collection will resume from the programmed time of day split and offset values.

Please let me know if you have additional questions or need anything else. If a telecon would be helpful, we can arrange that as well.

Best regards,

Doug

Douglas Terry, P.E.

Chief Operating Officer | **Aegis ITS**

3360 E. La Palma Ave. Anaheim, CA 92806

Direct Line: 714.575.5701 | Mobile: 714.408.8748

www.aegisits.com

Please consider the environment before printing this email. Recycle, Reuse, Think Green.

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From: "Melvin, Val" <VMelvin@SpokaneCity.org>

Date: July 8, 2013, 12:33:00 PM AKDT

To: Jeff Wolf <jwolf@econolite.com>

Subject: Additional Questions

Hi Jeff.

Thank you for the response to my initial questions. Here are some additional questions:

- I spoke to CoS IT regarding the application and SQL servers. Please confirm that your system will not operate in a shared SQL server instance and if so, which edition of SQL Server 2012 does Centracs require (Enterprise, Standard, Express,...).
- In regards to question 5 within correspondence from Aegis ITS dated July 3, 2013 (relative excerpts shown below), please indicate the number of cycles anticipated from 1) the time a preempt input is released by the controller to the time adaptive operations resume, and 2) from the time TSP operations command release control of the intersection to the time the intersection resumes adaptive control.

5. Please provide details on how the system transitions from a preempt/transit priority call back to adaptive control

... following the preempt, *Centracs Adaptive* will transition back to adaptive control and will resume coordinated operation with a phase 2 split value of 45 seconds, continuing to adapt the timing based on current demand... Transit signal priority (TSP) operation functions independently of *Centracs Adaptive*. Since TSP is not preempting the controller, but rather reducing the programmed time-of-day split values by a predetermined factor, TSP reverts the adaptive parameters to the programmed time-of-day values. Upon the release of the TSP input, *Centracs Adaptive* resumes adaptive control from the programmed

Please let me know if you need further clarification.

Thank you,

Val

Valla Melvin, P.E.

City of Spokane

Senior Traffic Engineer - Signal Operations

901 N. Nelson

Spokane, WA 99202

Phone: 509-232-8804

FAX: 509-232-8830

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services of Orange County 680 Langsdorf Drive Suite 100 Fullerton, CA 92831	CONTACT NAME: Vanessa Maldonado	
	PHONE (A/C, No, Ext): 714 578-7256	FAX (A/C, No): 877-297-1116
E-MAIL ADDRESS: vmaldonado@bbandt.com		
INSURED Aegis ITS, Inc. 3360 E. La Palma Ave. Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Casualty Co	
	INSURER B : Liberty Insurance Underwriters	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			6303193N600TIL13	04/27/2013	04/27/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			8103193N600TIL13	04/27/2013	04/27/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0			100003863002	04/27/2013	04/27/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB9501B09613	04/27/2013	04/27/2014	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is added as Additional Insured per policy form #CGD2470805 & Waiver of Subrogation per policy form #CGD4581008 both a part of policy #6303193N600TIL13.

RE: #3941-13 Division St - Euclid to North Division Y - Adaptive Signal Control System Procurement and Intergration.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 808 W Spokane Falls Blvd
 Spokane, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Wilson

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

As per Certificate Holder Name on the attached Certificate of Insurance.

PROJECT/LOCATION OF COVERED OPERATIONS:

As per project description on the attached Certificate of Insurance.

1. WHO IS AN INSURED – (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage

COMMERCIAL GENERAL LIABILITY

or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

2. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from such fire, explosion, or lightning; or
 - (5) Water.

is not an "insured contract";

5. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

E. **BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

F. **BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on



Agenda Sheet for City Council Meeting of:

09/23/2013

Date Rec'd

DocDate

Clerk's File #

OPR 2013-0683

Renews #

Submitting Dept

WASTEWATER MANAGEMENT

Contact Name/Phone

DALE ARNOLD 625-7900

Contact E-Mail

DARNOLD@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4310-SPOKANE RIVER STEWARDSHIP PARTNERS

Agenda Wording

Agreement regarding the Spokane River Stewardship Partners (SRSP) funding cost share allocations.

Summary (Background)

The SRSP is a collaboration of wastewater dischargers that has been working together for several years to address common water quality issues in the Spokane River. The Funding Agreement memorializes past agreements that have successfully funded the SRSP's administrative and technical costs and builds continuity and predictability for future SRSP cost shares. Allocations are based on wastewater discharge flow rates. The agreement is for cost share allocations only and recognizes that each (cont.)

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

BudgetAccount3

#

Approvals

Dept Head

ARNOLD, DALE

Division Director

ROMERO, RICK

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications

Study Session

Other

Public Works 09/09/13

Distribution List

pdolan@spokanecity.org

Tax & Licenses

Additional Approvals

eschoedel@spokanecity.org

Purchasing

kbrooks@spokanecity.org

sbowers@spokanecity.org

darnold@spokanecity.org

lschmidt@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

participant must gain approval through their regular payment procedures. Specific funding requests will be directed to City Council for approval.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
AmtType7	\$ Amount7	# Budget7
AmtType8	\$ Amount8	# Budget8
<u>Distribution List</u>		
bburns@spokanecity.org		Email16
rromero@spokanecity.org		Email17
		Email18
		Email19
		Email20
		Email21
		Email22
		Email23

**AGREEMENT
REGARDING SPOKANE RIVER STEWARDSHIP PARTNERS
FUNDING /COST SHARE ALLOCATIONS**

THIS AGREEMENT is made and entered into by and among the members of the Spokane River Stewardship Partners (SRSP) ("Partners") and other entities electing to participate with SRSP, "Entities") whose authorized representatives have executed this Agreement (Partners and Entities are collectively, the "Participants" and individually, a "Participant").

PURPOSE

The purpose of this Agreement is: (1) to memorialize the past agreements for allocation among the Participants of any administrative and technical costs incurred by the SRSP for the purpose of addressing common water quality issues related to the Spokane River; (2) to provide a basis to allocate among the Participants any future administrative and technical costs incurred pursuant to this Agreement; and (3) recognize that any allocations of costs are subject to individual Participant's regular appropriation/payment procedures. A list of Participants along with their current effluent discharge flows is included as Exhibit A. This Agreement shall be effective through December 2014.

RECITALS

WHEREAS, the Participants hold National Pollution Discharge Elimination System (NPDES) Permits for discharge into the Spokane River or their operations are otherwise impacted by water quality issues related to the Spokane River and Lake Spokane; and

WHEREAS, the Participants desire to enter into this Agreement to memorialize the discussions regarding the funding and cost share allocations among the Participants to address common water quality issues related to the Spokane River; and

WHEREAS, the Participants desire to devote their cooperative efforts and resources to efficiently address common water quality issues related to the Spokane River and Lake Spokane; and

WHEREAS, the Participants recognize that any cost allocations or contractual obligations assessed towards an individual Participant, must be approved by the individual Participant's regular appropriation/payment procedures, which may include a legislative body; and

WHEREAS, eight of the Participants in this agreement also participate in and are members of the Spokane River Regional Toxics Task Force (SRRTTF), and understand that additional members of the SRRTTF intend to contribute to the costs incurred for the SRRTTF related work, which is separate from this Agreement;

WHEREAS, the attachments to this Agreement represent the discussions and agreements between Participants for the SRSP and SRRTTF coordination, support and facilitation activities and are now converted into percentage shares relating to the funding of the cooperative efforts; and -

NOW, THEREFORE, the Participants do hereby agree as follows:

Final SRSP Funding Agreement ver 9_ 8-26-2013

Page 1 of 13

FINANCIAL AGREEMENTS

In the past years, the Spokane River Stewardship Partners (SRSP), by unanimous consent, have agreed to fund a cooperative efforts (including facilitation, administrative support, and/or technical consulting). For the term of this Agreement, the Participants agree to pay shared costs according to the Cost Allocation Formulas set forth in the attached Exhibits B-1 through B-3. It is understood that future cooperative efforts which are agreed to be funded by the SRSP shall be subject to each individual Participant's regular appropriation/payment procedures and funding limitations set by each Participant's governing board/authority and shall be established by Addenda to this Agreement extending the term in additional one year increments. In the event any of the Participants elects to no longer participate after the initial year or any subsequent extension, the proportional cost shares allocations will be recalculated and reflected in the Addendum for that year or the scope of work will be amended to reduce the costs in order to keep the funding at the same dollar amount as the previous year for each original Participant wishing to continue participating in the funding.

OTHER TERMS

1. Amendments: This Agreement may be changed, amended or modified at any time through a written amendment to the Agreement mutually agreed upon and signed by all Participants.
2. Term: This Agreement is effective when signed by all Participants and will continue in effect through December 31, 2014. This Agreement may be annually extended through Addenda signed by those Participants that agree to the extension and shall only be binding on those Participants that execute the Addendum. Should a Participant determine to no longer participate in the SRSP, the remaining Participants will decide to either continue or dissolve the SRSP.
3. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Cost Allocations: The cost allocations set out in Exhibit B are hypothetical dollar amounts provided solely for the purpose of demonstrating how the costs will be allocated. On an annual basis and prior to incurring any expenses, SRSP will provide to each of the Participants a summary of the accrued costs to date and budgeted future costs. Should there be an increased cost allocation following the annual Addenda and annual determination of costs, a Participant may terminate participation upon sixty (60) days written notice. This termination provision is based on the necessity for the Participants that are governmental entities to follow their respective appropriation/payment procedures and laws.
5. Non-Waiver: No waiver by any Participant of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Participant in the future.
6. Flow calculations: On an annual basis, flow rates shall be reviewed and adjusted as necessary.
7. Entire Agreement: This Agreement contains the entire understandings of the

Final SRSP Funding Agreement ver 9_ 8-26-2013

Participants. No representations, promises, or agreements not expressed herein have been made to induce the Participants to sign this Agreement.

8. Appropriation Procedures: The Participants specifically recognize that each Participant has appropriation/payment procedures and rules which must be followed.
9. Compliance with Laws: The Participants shall observe all federal, state, and local laws, ordinances and regulations to the extent they may be applicable to the terms of the Agreement.

The rationale for each cost share formula is as follows:

B-1: SRSP Coordination, Support and Facilitation

For SRSP Coordination, Support and Facilitation, the City of Spokane will pay 13.04% of the total cost of Spokane River Dissolved Oxygen Total Maximum Daily Load (DO TMDL) and Spokane River Regional Toxic Task Force (SRRTTF) related work for its wastewater contribution and an additional 13.04% for stormwater. The other dischargers (from both Washington and Idaho), will pay shares based on the proportion of their current flows for support related to both DO TMDL and SRRTTF. Avista will pay 13.04% for support related to DO TMDL. This results in a cost share allocation formula assigning 13.04% of the cost to Avista (DO TMDL related costs only) and 26.08% to the City of Spokane (DO TMDL and SRRTTF related costs). The remaining Participants costs for both DO TMDL and SRRTTF are split by flow-based percentages presented in Table 1 of the attached Exhibit A.

B-2: SRRTTF Business Entity – Administration/operations costs

For SRRTTF Business Entity related expenses, the City of Spokane will pay dues constituting 16.12% of the Business Entity cost representing a wastewater discharge and an additional 16.12% representing a stormwater discharge. The other WA dischargers will pay shares/dues based on their proportion of current flows. If Idaho dischargers decide or are required to participate in the SRRTTF, their funding contributions will be based on their proportion of current flows and be incorporated through an Agreement with the SRRTTF Administrative and the Contracting Entity (ACE).

B-3: SRRTTF Technical Advisor Work Plan Development Costs

The SRSP Member's portion of the SRRTTF Technical Advisor costs to develop the SRRTTF work plan: All Washington dischargers will pay shares based on their proportion of current flows. If Idaho dischargers decide or are required to participate in the SRRTTF, their funding contributions will be based on their proportion of current flows and be incorporated through an Agreement with ACE. ACE By-Laws, Section 4.3 provide that the ACE Board of Directors shall determine an equitable apportionment between Members/Participants to fund specific projects and specific contractual obligation based on the purpose of the SRRTTF and regulatory requirements.

SRRTTF technical work plan implementation and sampling costs: All SRRTTF Participants agree the cost allocation for the technical work plan implementation and

Final SRSP Funding Agreement ver 9_ 8-26-2013

sampling costs shall be apportioned to individual dischargers based on the work plan details, benefits received and relevance to individual SRRTTF participant's functions and regulatory requirements. Idaho dischargers, if participants in the SRRTTF, will also provide funding contributions based on the same conditions as above which would be incorporated through a separate Agreement with ACE.

IN WITNESS WHEREOF, the Participants hereto, by and through their appointed representatives, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature Pages

This Agreement has been signed by each of the Parties' authorized representatives as set forth below.

Avista Corporation

By

Its:

Spokane County

By

Its:

City of Spokane

By

Its:

City of Coeur d'Alene

By

Its:

City of Post Falls

By

Its:

Liberty Lake Sewer and Water District

By

Its:

Kaiser Aluminum Fabricated Products, LLC

By

Its:

Inland Empire Paper Company

By

Its:

Hayden Area Regional Sewer Board

By

Its:

Exhibits

Exhibit A Participating Entities and Flow Basis

Exhibit B Cost Allocation Formulas

- ❖ **B-1: SRSP Coordination, Support & Facilitation**
- ❖ **B-2A: SRRTTF Business Entity – Administration/operations costs (WA and Idaho)**
- ❖ **B-2B: SRRTTF Business Entity – Administration/operations costs (WA Only)**
- ❖ **B-3: SRRTTF technical advisor work plan development costs**

Exhibit A

Participating Entities and Flow Basis

Dissolved Oxygen TMDL Water Quality Related Matters

Avista Corporation
City of Coeur d'Alene
Hayden Area Regional Sewer Board
Liberty Lake Sewer and Water District
City of Post Falls
City of Spokane
Inland Empire Paper Company
Kaiser Aluminum
Spokane County

PCB Water Quality Related Matters

City of Coeur d'Alene
Hayden Area Regional Sewer Board
Liberty Lake Sewer and Water District
City of Post Falls
City of Spokane
Inland Empire Paper Company
Kaiser Aluminum
Spokane County

Table 1: SRSP discharger flows⁽¹⁾ and proportions

SRSP Discharger Member	Current flow (MGD)	Amount of total current flow
Avista	n/a	n/a
City of Spokane	31.1	0.533
Kaiser ⁽²⁾	9.1	0.156
Spokane County	6.9	0.118
Post Falls	2.6	0.045
Coeur d'Alene	3.6	0.062
IEP	3	0.051
HARSB	1.2	0.021
Liberty Lake	0.85	0.015
Total current flow	58.35	

(1) 2012 Flows

(2) Does not include Kaiser groundwater remediation flow

(3) Current Flow to be adjusted annually

Exhibit B
Cost Allocation Formulas

B-1: SRSP Coordination, Support & Facilitation

Example based on \$100,000 cost share with both WA and ID dischargers

SRSP Member		Fixed Cost Percentage	Cost Share Based On	SRSP Member Cost Percentage
			\$ 100,000	
City of Spokane Wastewater		13.04%	\$ 13,040	13.04%
City of Spokane Stormwater		13.04%	\$ 13,040	13.04%
Avista (1)		13.04%	\$ 13,040	13.04%
SUBTOTAL			\$39,120	
The remaining SRSP Members will share the remaining costs base on their flow split.				
	Current Flow MGD	Member Flow Percentage	Remaining Cost Share Amount	SRSP Member Cost Percentage
			\$ 60,880	
Kaiser	9.1	33.4%	\$ 20,331	20.33%
Spokane County	6.9	25.3%	\$ 15,415	15.42%
Post Falls	2.6	9.5%	\$ 5,809	5.81%
Coeur d'Alene	3.6	13.2%	\$ 8,043	8.04%
IEP	3	11.0%	\$ 6,702	6.70%
HARSB	1.2	4.4%	\$ 2,681	2.68%
Liberty Lake	0.85	3.1%	\$ 1,899	1.90%
Total Flow	27.25			

Example based on \$100,000 cost share with both WA and ID dischargers

SRSP Member		Fixed Cost Percentage	Cost Share Based On	SRSP Member Cost Percentage
			\$ 100,000	
City of Spokane Wastewater		16.12%	\$ 16,121	16.12%
City of Spokane Stormwater		16.12%	\$ 16,121	16.12%
SUBTOTAL			\$32,242	
The remaining SRSP Members will share the remaining costs based on their flow split.				
	Current Flow MGD	Member Flow Percentage	Remaining Cost Share Amount	SRSP Member Cost Percentage
			\$ 67,758	
Kaiser	9.1	33.4%	\$ 22,627	22.63%
Spokane County	6.9	25.3%	\$ 17,157	17.16%
Post Falls	2.6	9.5%	\$ 6,465	6.46%
Coeur d'Alene	3.6	13.2%	\$ 8,952	8.95%
IEP	3	11.0%	\$ 7,460	7.46%
HARSB	1.2	4.4%	\$ 2,984	2.98%
Liberty Lake	0.85	3.1%	\$ 2,114	2.11%

SRSP Member 27.25

B-2A: SRRTTF Business Entity – Administration/operations costs (WA and Idaho)

B-2B: SRRTTF Business Entity – Administration/operations costs (WA Only)

Example based on \$100,000 cost share with WA dischargers only

SRSP Member		Fixed Cost Percentage	Cost Share Based On	SRSP Member Cost Percentage
			\$ 100,000	
City of Spokane Wastewater		23.05%	\$23,054	23.05%
City of Spokane Stormwater		23.05%	\$23,054	23.05%
SUBTOTAL			\$46,108	
The remaining WA SRSP Members will share the remaining costs based on their flow split.				
	Current Flow MGD	Member Flow Percentage	Remaining Cost Share Amount	SRSP Member Cost Percentage
			\$ 53,892	
Kaiser	9.1	45.8%	\$24,706	24.71%
Spokane County	6.9	34.8%	\$18,733	18.73%
IEP	3	15.1%	\$8,145	8.14%
Liberty Lake	0.85	4.3%	\$2,308	2.31%

19.85

B-3: SRRTTF technical advisor work plan development costs

Example based on \$150,000 cost share with both WA and ID dischargers

SRSP Discharger Member	Current flow (MGD)	Amount of total current flow	Cost Share
City of Spokane	31.1	0.533	\$79,949
Kaiser ⁽¹⁾	9.1	0.156	\$23,393
Spokane County	6.9	0.118	\$17,738
Post Falls	2.6	0.045	\$6,684
Coeur d'Alene	3.6	0.062	\$9,254
IEP	3	0.051	\$7,712
HARSB	1.2	0.021	\$3,085
Liberty Lake	0.85	0.015	\$2,185

Based on:

Number of dischargers	9
Total current flow	58.35
Total Cost Basis	\$150,000
Total Discharger Contribution	\$150,000

Notes:

1. does not include Kaiser groundwater remediation flow

Example based on \$150,000 cost share with WA dischargers only

SRSP Discharger Member	Current flow (MGD)	Amount of total current flow	Cost Share
City of Spokane	31.1	0.610	\$91,560
Kaiser ⁽¹⁾	9.1	0.179	\$26,791
Spokane County	6.9	0.135	\$20,314
IEP	3	0.059	\$8,832
Liberty Lake	0.85	0.017	\$2,502

Based on:

Number of dischargers	5
Total current flow	50.95
Total Cost Basis	\$150,000
Total Discharger Contribution	\$150,000

Notes:

1. does not include Kaiser groundwater remediation flow

This Agreement has been signed by each of the Parties' authorized representatives as set forth below.

Avista Corporation

By

Its:

Spokane County

By

Its:

City of Spokane

By

Its:

City of Coeur d'Alene

By

Its:

City of Post Falls

By

Its:

Liberty Lake Sewer and Water District

By

Its:

Kaiser Aluminum Fabricated Products, LLC

By

Its:

Inland Empire Paper Company

By

Its:

Hayden Area Regional Sewer Board

By

Its:

BRIEFING PAPER

Public Works Committee

Wastewater Management

September 9, 2013

Subject

Agreement regarding the Spokane River Stewardship Partners (SRSP) funding and cost share allocations.

Background

The SRSP is a collaboration between industrial and municipal wastewater dischargers to the Spokane River in Washington and Idaho. Participants believe that a cooperative effort most efficiently addresses common water quality issues related to the Spokane River and Lake Spokane. Such efforts include participation in the Spokane River Regional Toxics Task Force (SRRTTF) and Dissolved Oxygen Total Maximum Daily Load (DO TMDL) advisory committee.

This funding agreement memorializes past agreements that have successfully funded the SRSP's administrative and technical costs over the last four years. Allocations are based on wastewater discharge flow rates. The agreement is for cost share allocations only and recognizes that each participant must gain approval through their regular payment procedures. Specific funding requests will be directed to City Council for approval.

Impact

The SRSP cost allocation structure has worked successfully in the past. The funding agreement memorializes these past allocations and builds continuity and predictability for future SRSP administrative and technical cost shares.

Action

Recommended approval

Funding

Funding is provided in the Wastewater Management budget.

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

CPR 2013-0002

Renews #Submitting Dept

ACCOUNTING

Cross Ref #Contact Name/Phone

LEONARD DAVIS 625-6028

Project #Contact E-Mail

LDAVIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Claim Item

Requisition #Agenda Item Name

5600-CLAIMS-2013

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 9/16/13.
Total: \$5,875,279.01 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$5,304,312.21.

Summary (Background)

Pages 1-19 Check numbers: 476208 - 476592 ACH payment numbers: 11641 - 11102 On file for review in City Clerks Office: 19 Page listing of Claims

Fiscal ImpactBudget Account

Expense \$ 5,304,312.21

Various

Select \$

#

Select \$

BudgetAccount3

Select \$

#

ApprovalsCouncil NotificationsDept Head

DOLAN, PAM

Study SessionDivision Director

DOLAN, PAM

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 38

APPROVAL FUND SUMMARY

DATE: 09/17/13
TIME: 07:29
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	739,266.64
1100	STREET FUND	6,580.19
1200	CODE ENFORCEMENT FUND	1,011.54
1390	URBAN FORESTRY FUND	65.00
1400	PARKS AND RECREATION FUND	5,398.26
1450	UNDER FREEWAY PARKING FUND	231.00
1460	PARKING METER REVENUE FUND	233.12
1510	LAW ENFORCEMENT INFO SYS FUND	748.83
1540	HUMAN SERVICES GRANTS FUND	47,173.90
1590	HOTEL/MOTEL TAX FUND	298,223.02
1600	CAPITAL IMPROVEMENT PROGRAM FD	22,012.26
1620	PUBLIC SAFETY & JUDICIAL GRANT	25,216.00
1630	COMBINED COMMUNICATIONS CENTER	44,153.83
1970	E M S FUND	12,001.00
3200	ARTERIAL STREET FUND	23,466.99
3501	WEST QUADRANT TIF	11,210.38
4100	WATER DIVISION	560,018.75
4300	SEWER FUND	1,510,513.16
4480	SOLID WASTE FUND	67,826.37
4490	SOLID WASTE DISPOSAL CONS FUND	4,151.26
5100	FLEET SERVICES FUND	437.82
5200	PUBLIC WORKS AND UTILITIES	31.96
5300	IT FUND	64,300.93
5310	IT CAPITAL REPLACEMENT FUND	47,524.73
5600	ACCOUNTING SERVICES	22.39
5800	RISK MANAGEMENT FUND	1,046,968.05
5810	WORKERS' COMPENSATION FUND	169,007.00
5820	UNEMPLOYMENT COMPENSATION FUND	458.33
5830	EMPLOYEES BENEFITS FUND	330,107.26
5900	ASSET MANAGEMENT FUND OPS	17,307.40
6070	FIREFIGHTERS' PENSION FUND	43,327.46
6080	POLICE PENSION FUND	52,173.20
6730	PARKING & BUSINESS IMPROV DIST	1,551.52
6750	SPOKANE REGIONAL TRANS COUNCIL	21.55
6785	TRANSPORTATION BENEFIT DIST	151,331.29
6960	SALARY CLEARING FUND NEW	239.82
TOTAL:		5,304,312.21

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 38

DATE: 09/17/13
TIME:
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

BANK OF NEW YORK FINANCIAL CONTROL BILLING DEPT	OTHER DS / INTEREST COSTS CHECK NO. - 00476431	905.25
EASTERN WASHINGTON UNIVERSITY STUDENT FINANCIAL SERVICES	SURVEYS/STUDIES CHECK NO. - 00476441	1,260.04
FOSTER PEPPER PLLC	LEGAL SERVICES ACH PMT NO. - 80011663	1,023.50
GARRY M MILLER	MEDICARE PART B CHECK NO. - 00476459	314.70
MARIAN BEAUMIER ACT MINISTRIES	OTHER BUS LIC/PERMITS-CURRENT CHECK NO. - 00476456	120.00
SPOKANIMAL C A R E	CONTRACTUAL SERVICES CHECK NO. - 00476478	61,510.54
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80011648	17,517.08
TOTAL FOR 0020 - NONDEPARTMENTAL		82,651.11

0100 - GENERAL FUND

JP MORGAN CHASE OR CITY OF SPOKANE	PCARD ADVANCE PYMT REC CHECK NO. - 00476392	278,779.60
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00476396	5,858.07
TOTAL FOR 0100 - GENERAL FUND		284,637.67

0230 - CIVIL SERVICE

DB SECURE SHRED LLC	OTHER MISC CHARGES CHECK NO. - 00476390	22.39
TOTAL FOR 0230 - CIVIL SERVICE		22.39

0300 - HUMAN SERVICES

COMCAST	PROFESSIONAL CONTRACTS CHECK NO. - 00476436	52.95
LUTHERAN COMMUNITY SERVICES NW	CONTRACTUAL SERVICES ACH PMT NO. - 80011682	2,670.04
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80011691	1,806.37

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80011693	9,178.47
TOTAL FOR 0300 - HUMAN SERVICES		13,707.83
0330 - PUBLIC AFFAIRS/COMMUNICATIONS		

ERIC P THOMPSON	LOCAL MILEAGE ACH PMT NO. - 80011701	97.74
JOHN J DELAY	LOCAL MILEAGE ACH PMT NO. - 80011695	76.84
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00476487	96.73
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		271.31
0350 - COMMUNITY CENTERS		

EAST CENTRAL COMMUNITY ORGANIZATION	CONTRACTUAL SERVICES CHECK NO. - 00476271	71,759.64
NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES ACH PMT NO. - 80011665	8,813.02
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	CONTRACTUAL SERVICES CHECK NO. - 00476401	35,327.00
TOTAL FOR 0350 - COMMUNITY CENTERS		115,899.66
0440 - FIRE		

ARIANE E SCHMIDT	LOCAL MILEAGE ACH PMT NO. - 80011700	55.82
COMCAST	MIS SERVICES CHECK NO. - 00476436	79.43
DENNIS J HILL	OPERATING SUPPLIES ACH PMT NO. - 80011697	260.79
ERIC REGALADO	CLOTHING ACH PMT NO. - 80011699	53.81
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00476443	94.86
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES CHECK NO. - 00476272	43.30
MICHAEL J DAWSON	TRAVEL ACH PMT NO. - 80011694	37.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00476463	384.75
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00476555	1,290.23
RICHARD E THORNTON	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80011702	32.57
RICHARD E THORNTON	OPERATING SUPPLIES ACH PMT NO. - 80011702	16.32
THE MEN'S WEARHOUSE INC	CONTRACTUAL SERVICES CHECK NO. - 00476394	72.83
TIMOTHY R LONCON	TRAVEL ACH PMT NO. - 80011698	27.50
US BANK FIRE DEPT ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80011689	359.50
TOTAL FOR 0440 - FIRE		2,808.86

0470 - HISTORIC PRESERVATION

COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00476480	77.36
TOTAL FOR 0470 - HISTORIC PRESERVATION		77.36

0500 - LEGAL

C & C YARD CARE	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80011675	123.91
EASTERN WASHINGTON ATTORNEY SERVICES INC	JUDGEMENTS/DAMAGES CHECK NO. - 00476442	135.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00476443	25.56
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	JUDGEMENTS/DAMAGES CHECK NO. - 00476473	1,155.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CHECK NO. - 00476212	7,316.23
TOTAL FOR 0500 - LEGAL		8,755.70

0520 - MAYOR

GREATER SPOKANE INC	PROFESSIONAL CONTRACTS CHECK NO. - 00476449	3,000.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00476487	105.35
TOTAL FOR 0520 - MAYOR		3,105.35

0560 - MUNICIPAL COURT		

ADMINISTRATIVE OFFICE OF THE COURTS	REGISTRATION/SCHOOLING CHECK NO. - 00476424	55.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00476267	220.76
DB SECURE SHRED LLC	CONTRACTUAL SERVICES CHECK NO. - 00476439	134.34
GUARDSMARK LLC	CONTRACTUAL SERVICES CHECK NO. - 00476450	1,020.76
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES CHECK NO. - 00476458	444.34
TOTAL FOR 0560 - MUNICIPAL COURT		1,875.20

0620 - HUMAN RESOURCES		

OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00476463	1,161.50
TOTAL FOR 0620 - HUMAN RESOURCES		1,161.50

0650 - PLANNING SERVICES		

COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00476479	119.75
STUDIO CASCADE INC	CONTRACTUAL SERVICES CHECK NO. - 00476288	562.50
TOTAL FOR 0650 - PLANNING SERVICES		682.25

0680 - POLICE		

AA AUTO SALVAGE	MISC SERVICES/CHARGES ACH PMT NO. - 80011673	88.32
ALL SERVICE WEST TOWING	MISC SERVICES/CHARGES CHECK NO. - 00476425	141.32
AMP ENTERPRISES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80011642	600.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00476428	433.31
ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	CONTRACTUAL SERVICES CHECK NO. - 00476544	697.27
ARTISTIC TOWING	MISC SERVICES/CHARGES CHECK NO. - 00476429	105.98
B & B TOWING LLC	MISC SERVICES/CHARGES ACH PMT NO. - 80011674	335.62
BEACON SERVICE INC	LAUNDRY/SANITATION SERVICES CHECK NO. - 00476264	2,167.98
BLUMENTHAL UNIFORMS & EQUIP	CLOTHING CHECK NO. - 00476208	6,088.38
CENTURYLINK	TELEPHONE CHECK NO. - 00476434	44.27
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00476388	5,575.36
DB SECURE SHRED LLC	CONTRACTUAL SERVICES CHECK NO. - 00476268	850.82
DEANETTE L PALMER PHD PS	PROFESSIONAL CONTRACTS CHECK NO. - 00476211	125.00
DIVINES TOWING/DIV OF DIVINE CORP	MISC SERVICES/CHARGES ACH PMT NO. - 80011679	370.95
DR LOUIS C SOWERS	PROFESSIONAL CONTRACTS CHECK NO. - 00476286	1,350.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00476443	4.02
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	PROFESSIONAL CONTRACTS CHECK NO. - 00476276	5.96
LAURI LUCAS	CONTRACTUAL SERVICES ACH PMT NO. - 80011646	3,004.15
LIFELINE TRAINING LTD DBA CALIBRE PRESS	REGISTRATION/SCHOOLING CHECK NO. - 00476457	1,980.00
LOOMIS ARMORED US INC	PROFESSIONAL CONTRACTS CHECK NO. - 00476277	207.24
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	MISC SERVICES/CHARGES CHECK NO. - 00476460	141.32
ORBITCOM INC	TELEPHONE CHECK NO. - 00476279	822.91
RICOH USA INC	OPERATING RENTALS/LEASES CHECK NO. - 00476395	302.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	MISC SERVICES/CHARGES CHECK NO. - 00476426	229.64
ROBERT T BRO dba T & B SPRINKLERS	CONTRACTUAL SERVICES CHECK NO. - 00476558	144.03
ROUSE'S TOWING & RECOVERY INC	MISC SERVICES/CHARGES CHECK NO. - 00476465	300.29
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80011654	642.19
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80011686	653.16
SPOKANE POLICE CHAPLAINCY BOARD	PROFESSIONAL CONTRACTS ACH PMT NO. - 80011669	8,750.00
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES CHECK NO. - 00476474	671.77
SPOKANE TOWING/DIV OF NELCO SERVICES INC	MISC SERVICES/CHARGES CHECK NO. - 00476477	247.30
T & T AUTOMOTIVE & TOWING	MISC SERVICES/CHARGES ACH PMT NO. - 80011688	211.98
TR WHITE LLC DBA INLAND TOWING	MISC SERVICES/CHARGES CHECK NO. - 00476454	353.29
T-MOBILE	CELL PHONE CHECK NO. - 00476485	63.88
US BANK POLICE ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80011656	3,499.00
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00476398	14,079.33
VIRTRA SYSTEMS	MACHINERY/EQUIPMENT CHECK NO. - 00476399	164,469.62
WA STATE DEPT OF LICENSING NOTARY PUBLIC PROGRAM	INSURANCE CLAIMS CHECK NO. - 00476488	30.00
TOTAL FOR 0680 - POLICE		219,788.34

0690 - PROBATION SERVICES

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00476443	11.97
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00476487	13.40
WATCHMAN MONITORING SPOKANE LLC	REGISTRATION/SCHOOLING CHECK NO. - 00476489	10.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0690 - PROBATION SERVICES		35.37
0700 - PUBLIC DEFENDER		
ARAMARK UNIFORM SERVICES	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00476428	18.72
C & C YARD CARE	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80011675	123.91
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00476388	247.89
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00476272	6.19
JAMES PUBLISHING INC	PUBLICATIONS ACH PMT NO. - 80011681	67.94
LARRY TANGEN	PROFESSIONAL CONTRACTS CHECK NO. - 00476484	2,471.00
WA STATE DEPT OF LICENSING NOTARY PUBLIC PROGRAM	MISC SERVICES/CHARGES CHECK NO. - 00476488	30.00
TOTAL FOR 0700 - PUBLIC DEFENDER		2,965.65
0860 - TREASURER		
BANK OF NEW YORK FINANCIAL CONTROL BILLING DEPT	DEBT REGISTRATION COSTS CHECK NO. - 00476431	821.09
TOTAL FOR 0860 - TREASURER		821.09
1100 - STREET FUND		
ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00476428	124.30
BETTY PETERS	LOCAL MILEAGE CHECK NO. - 00476281	43.79
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00476388	516.43
DIVERSIFIED WOOD RECYCLING	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80011678	18.00
FIRST AMERICAN TITLE INS CO	RIGHT OF WAY CHECK NO. - 00476274	543.50
IVAN J COSTICH	PERMITS/OTHER FEES CHECK NO. - 00476438	20.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMES D BIGGAR	PERMITS/OTHER FEES CHECK NO. - 00476265	85.00
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00476461	28.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	PROFESSIONAL CONTRACTS CHECK NO. - 00476385	150.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00476463	506.00
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	CONTRACTUAL SERVICES CHECK NO. - 00476467	656.55
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00476486	61.89
WA STATE DEPT/TRANSPORTATION	STRUCTURE REPAIRS/MAINTENANCE CHECK NO. - 00476213	2,826.73
WILLIS OF SEATTLE INC OR CITY OF SPOKANE TREASURER	INSURANCE PREMIUMS ACH PMT NO. - 80011658	1,000.00
TOTAL FOR 1100 - STREET FUND		6,580.19
1200 - CODE ENFORCEMENT FUND		
ARGUS INTERGRATED SERVICES LLC DBA ARGUS JANITORIAL LLC	CONTRACTUAL SERVICES CHECK NO. - 00476545	99.09
COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00476481	100.22
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES CHECK NO. - 00476287	812.23
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		1,011.54
1390 - URBAN FORESTRY FUND		
OCCUPATIONAL MEDICINE ASSOCIATES PS	PROFESSIONAL CONTRACTS CHECK NO. - 00476463	65.00
TOTAL FOR 1390 - URBAN FORESTRY FUND		65.00
1400 - PARKS AND RECREATION FUND		
OCCUPATIONAL MEDICINE ASSOCIATES PS	PROFESSIONAL CONTRACTS CHECK NO. - 00476463	4,642.00
ORBITCOM INC	MIS SERVICES CHECK NO. - 00476279	572.26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE REGIONAL HEALTH DIST	CONTRACTUAL SERVICES CHECK NO. - 00476475	184.00
TOTAL FOR 1400 - PARKS AND RECREATION FUND		5,398.26

1450 - UNDER FREEWAY PARKING FUND		

HONEY BUCKET/DIV OF NORTHWEST CASCADE/HONEY BUCKETS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80011644	231.00
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		231.00

1460 - PARKING METER REVENUE FUND		

IPS GROUP INC	MISC SERVICES/CHARGES CHECK NO. - 00476210	233.12
TOTAL FOR 1460 - PARKING METER REVENUE FUND		233.12

1510 - LAW ENFORCEMENT INFO SYS FUND		

COMCAST	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00476436	105.90
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00476209	124.74
US BANK POLICE ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80011656	60.00
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00476398	458.19
TOTAL FOR 1510 - LAW ENFORCEMENT INFO SYS FUND		748.83

1540 - HUMAN SERVICES GRANTS FUND		

SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	CONTRACTUAL SERVICES ACH PMT NO. - 80011655	20,732.81
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES CHECK NO. - 00476285	957.84
VOLUNTEERS OF AMERICA EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80011657	22,996.17
YWCA	CONTRACTUAL SERVICES ACH PMT NO. - 80011659	2,487.08
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		47,173.90

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES DISTRICT	IG PAYMENT FROM FED/STATE/LOCL ACH PMT NO. - 80011670	294,890.02
SPOKANE REGIONAL SPORTS COMMISSION	CONTRACTUAL SERVICES CHECK NO. - 00476476	3,333.00
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		298,223.02

1600 - CAPITAL IMPROVEMENT PROGRAM FD

MOTOCICLETTA INC dba DFW HONDA	VEHICLES CHECK NO. - 00476270	22,012.26
TOTAL FOR 1600 - CAPITAL IMPROVEMENT PROGRAM FD		22,012.26

1620 - PUBLIC SAFETY & JUDICIAL GRANT

MOTOCICLETTA INC dba DFW HONDA	VEHICLES CHECK NO. - 00476270	25,000.00
US BANK POLICE ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80011656	216.00
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		25,216.00

1630 - COMBINED COMMUNICATIONS CENTER

INFOR PUBLIC SECTOR INC	COMMUNICATIONS EQUIPMENT ACH PMT NO. - 80011664	42,523.91
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80011685	1,629.92
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		44,153.83

1970 - E M S FUND

COMCAST	MIS SERVICES CHECK NO. - 00476436	26.47
MICHAEL J DAWSON	TRAVEL ACH PMT NO. - 80011694	37.14
PHYSIO-CONTROL INC	CONTRACTUAL SERVICES ACH PMT NO. - 80011666	2,178.34
SCOTT EDMINSTER MD FACEP PLLC	CONTRACTUAL SERVICES ACH PMT NO. - 80011672	9,607.05

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TIMOTHY R LONCON	TRAVEL ACH PMT NO. - 80011698	27.50
US BANK FIRE DEPT ADVANCE TRAVEL	TRAVEL ACH PMT NO. - 80011689	124.50
TOTAL FOR 1970 - E M S FUND		12,001.00
3200 - ARTERIAL STREET FUND		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476433	8,909.95
DAVID EVANS AND ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476440	14,285.29
FIRST AMERICAN TITLE INS CO	RIGHT OF WAY CHECK NO. - 00476275	271.75
TOTAL FOR 3200 - ARTERIAL STREET FUND		23,466.99
3501 - WEST QUADRANT TIF		
CLEARWATER CONSTRUCTION & MANAGEMENT LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476547	11,210.38
TOTAL FOR 3501 - WEST QUADRANT TIF		11,210.38
4100 - WATER DIVISION		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00476263	357,500.40
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00476263	342.65
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476452	11,387.08
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00476463	664.00
RICOH USA INC	REPAIRS/MAINTENANCE CHECK NO. - 00476464	36.69
SPOKANE CITY TREASURER ATTN: SHARI AUSTIN	REFUNDS OR BAD CHECKS CHECK NO. - 00476472	1,379.56
WILLIS OF SEATTLE INC OR CITY OF SPOKANE TREASURER	INSURANCE PREMIUMS ACH PMT NO. - 80011658	188,708.37
TOTAL FOR 4100 - WATER DIVISION		560,018.75

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4300 - SEWER FUND

SPOKANE CITY TREASURER	REFUNDS OR BAD CHECKS	
ATTN: SHARI AUSTIN	CHECK NO. - 00476471	220.44
TOTAL FOR 4300 - SEWER FUND		220.44

4310 - SEWER MAINTENANCE DIVISION

ALSCO, DIVISION OF ALSCO INC	LAUNDRY/SANITATION SERVICES	
	CHECK NO. - 00476427	1,464.67
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00476437	330.19
LARS H HENDRON	LOCAL MILEAGE	
	ACH PMT NO. - 80011696	75.15
MICHELE P YAKE	LOCAL MILEAGE	
	CHECK NO. - 00476491	42.94
NORTHWEST INDUSTRIAL SERVICES	PROFESSIONAL CONTRACTS	
DBA AMERICAN ON SITE SERVICES	CHECK NO. - 00476385	110.00
OCCUPATIONAL MEDICINE	CONTRACTUAL SERVICES	
ASSOCIATES PS	CHECK NO. - 00476463	333.00
SIMPSON ENGINEERS INC	OTHER REPAIRS/MAINTENANCE	
	CHECK NO. - 00476469	1,939.64
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	CHECK NO. - 00476398	1,011.87
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		5,307.46

4320 - ADVANCED WASTEWATER TRTMT PLNT

ANATEK LABS INC	PROFESSIONAL CONTRACTS	
	ACH PMT NO. - 80011662	310.00
GENERAL FIRE EXTINGUISHER	EQUIPMENT REPAIRS/MAINTENANCE	
SERVICE INC	CHECK NO. - 00476447	200.12
OCCUPATIONAL MEDICINE	CONTRACTUAL SERVICES	
ASSOCIATES PS	CHECK NO. - 00476463	72.00
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	CHECK NO. - 00476398	1,671.31
WILLIS OF SEATTLE INC OR	INSURANCE PREMIUMS	
CITY OF SPOKANE TREASURER	ACH PMT NO. - 80011658	94,513.10
TOTAL FOR 4320 - ADVANCED WASTEWATER TRTMT PLNT		96,766.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4370 - SEWER CONSTRUCTION FUND

AECOM TECHNICAL SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80011641	56,292.22
AECOM TECHNICAL SERVICES INC	CONSTRUCTION PROFESSIONAL SRVC ACH PMT NO. - 80011660	105,655.43
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476433	5,045.47
CH2M HILL	CONSTRUCTION PROFESSIONAL SRVC ACH PMT NO. - 80011643	437,314.00
CLEARWATER CONSTRUCTION & MANAGEMENT LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476547	271,989.52
DALLY ENVIRONMENTAL LLC	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00476389	2,266.58
GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476549	444,417.48
GENERAL INDUSTRIES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476550	45,129.18
MOUNTAIN STATES ELECTRICAL CONTRACTORS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476552	36,347.60
SHERRY PRATT VAN VOORHIS TC SHERRY & ASSOCIATES PS	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476468	1,600.00
TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80011671	2,161.25
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		1,408,218.73

4490 - SOLID WASTE DISPOSAL CONS FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00476430	20.31
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00476386	169.93
HIBU ATTN: CUSTOMER SERVICE	ADVERTISING CHECK NO. - 00476451	200.00
INFORMATION SYSTEMS INC	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00476453	3,460.00
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	301.02
TOTAL FOR 4490 - SOLID WASTE DISPOSAL CONS FUND		4,151.26

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4500 - SOLID WASTE MANAGEMENT

ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80011662	7,568.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE CHECK NO. - 00476263	21,222.79
AVISTA UTILITIES	UTILITY NATURAL GAS CHECK NO. - 00476263	96.88
BURLINGTON ENVIRONMENTAL LLC SUBSIDIARY/ PSC ENVIRONMENTAL	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80011668	5,622.85
C & C YARD CARE	CONTRACTUAL SERVICES ACH PMT NO. - 80011675	189.15
CHURCHILL, TODD L	PERMITS/OTHER FEES CHECK NO. - 00476435	85.00
COWLES PUBLISHING DBA THE SPOKESMAN-REVIEW	ADVERTISING CHECK NO. - 00476482	219.08
ECOLIGHTS NORTHWEST LLC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00476391	7,469.70
FIRST AMERICAN TITLE INS CO	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00476445	1,277.23
GEOFFREY D GLENN	LOCAL MILEAGE CHECK NO. - 00476448	211.59
KODIAK SECURITY SERVICES INC	CONTRACTUAL SERVICES CHECK NO. - 00476393	1,324.40
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES CHECK NO. - 00476385	385.00
OAC SERVICES INC	CONSTRUCTION PROFESSIONAL SRVC CHECK NO. - 00476462	8,989.86
OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00476463	1,232.00
ORBITCOM INC	MIS SERVICES CHECK NO. - 00476279	344.10
SWANA	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00476483	2,852.50
SWANA	OTHER MISC CHARGES CHECK NO. - 00476483	435.00
WHITWORTH WATER DISTRICT NO 2	PUBLIC UTILITY SERVICE CHECK NO. - 00476490	545.90
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00476293	108,273.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00476293	100,518.36-

TOTAL FOR 4500 - SOLID WASTE MANAGEMENT	67,826.37

5100 - FLEET SERVICES FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	PROFESSIONAL CONTRACTS CHECK NO. - 00476262	68.00

DESIGN SPACE MODULAR BUILDINGS INC	OPERATING RENTALS/LEASES CHECK NO. - 00476269	280.08

FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	LAUNDRY/SANITATION SERVICES CHECK NO. - 00476272	24.74

OCCUPATIONAL MEDICINE ASSOCIATES PS	CONTRACTUAL SERVICES CHECK NO. - 00476463	65.00

TOTAL FOR 5100 - FLEET SERVICES FUND	437.82

5200 - PUBLIC WORKS AND UTILITIES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00476388	31.96

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES	31.96

5300 - IT FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00476428	62.81

COMCAST	MIS SERVICES CHECK NO. - 00476436	351.47

COMSTOR INFORMATION MANAGEMENT INC	SECURITY SERVICES CHECK NO. - 00476266	1,116.99

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES CHECK NO. - 00476267	11,589.27

DB SECURE SHRED LLC	CONTRACTUAL SERVICES CHECK NO. - 00476268	44.78

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00476443	12.56

NUVODIA LLC	ADVISORY TECHNICAL SERVICE CHECK NO. - 00476278	815.25

ORBITCOM INC	MIS SERVICES CHECK NO. - 00476279	54.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ORBITCOM INC	TELEPHONE CHECK NO. - 00476279	1,132.36
PITNEY BOWES RESERVE ACCOUNT POSTAGE BY PHONE RESERVE ACCT	PREPAID POSTAGE CHECK NO. - 00476282	40,000.00
PRESSTEK INC	HARDWARE MAINTENANCE CHECK NO. - 00476283	1,467.45
WA STATE DEPT OF LICENSING	SOFTWARE MAINTENANCE CHECK NO. - 00476290	127.15
XO COMMUNICATIONS INC	TELEPHONE CHECK NO. - 00476294	7,525.89
TOTAL FOR 5300 - IT FUND		64,300.93
5310 - IT CAPITAL REPLACEMENT FUND		
POTELCO INC	FIBER OPTICS CHECK NO. - 00476553	47,524.73
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		47,524.73
5600 - ACCOUNTING SERVICES		
DB SECURE SHRED LLC	OTHER MISC CHARGES CHECK NO. - 00476390	22.39
TOTAL FOR 5600 - ACCOUNTING SERVICES		22.39
5800 - RISK MANAGEMENT FUND		
ALTERNATIVE SERVICE CONCEPTS LLC/ASC	INSURANCE ADMINISTRATION ACH PMT NO. - 80011661	22,394.42
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80011690	6,396.63
WILLIS OF SEATTLE INC OR CITY OF SPOKANE TREASURER	INSURANCE PREMIUMS ACH PMT NO. - 80011658	1,018,177.00
TOTAL FOR 5800 - RISK MANAGEMENT FUND		1,046,968.05
5810 - WORKERS' COMPENSATION FUND		
WILLIS OF SEATTLE INC OR CITY OF SPOKANE TREASURER	INSURANCE PREMIUMS ACH PMT NO. - 80011658	169,007.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		169,007.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5820 - UNEMPLOYMENT COMPENSATION FUND

NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION CHECK NO. - 00476280	458.33
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		458.33

5830 - EMPLOYEES BENEFITS FUND

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80011667	298,510.83
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80011692	2,820.32
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80011692	28,776.11
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		330,107.26

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES	LAUNDRY/SANITATION SERVICES CHECK NO. - 00476428	473.43
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00476444	136.07
JOHNSON CONTROLS INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00476551	12,991.82
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00476470	1,176.97
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00476470	2,529.11
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		17,307.40

6200 - FIREFIGHTERS' PENSION FUND

DB SECURE SHRED LLC	MISC SERVICES/CHARGES CHECK NO. - 00476390	4.88
LAWRENCE SCALERO	MEDICARE PART B CHECK NO. - 00476466	566.40
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80011667	42,756.18
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		43,327.46

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

6300 - POLICE PENSION

DB SECURE SHRED LLC	MISC SERVICES/CHARGES CHECK NO. - 00476390	4.88
MARC J BENNETT	MEDICARE PART B CHECK NO. - 00476432	314.70
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80011667	51,853.62
TOTAL FOR 6300 - POLICE PENSION		52,173.20

6730 - PARKING & BUSINESS IMPROV DIST

RENCORP REALTY LLC 227 W RIVERSIDE STE C	DEPOSIT-EXTERNAL AGENCIES CHECK NO. - 00476455	1,551.52
TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST		1,551.52

6760 - SPOKANE REGIONAL COUNCIL

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	20.42
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	1.13
TOTAL FOR 6760 - SPOKANE REGIONAL COUNCIL		21.55

6785 - TRANSPORTATION BENEFIT DIST

BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00476546	113,168.03
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES CHECK NO. - 00476557	38,163.26
TOTAL FOR 6785 - TRANSPORTATION BENEFIT DIST		151,331.29

6960 - SALARY CLEARING FUND NEW

CBS COLLECTIONS INC	CBS COLLECTIONS INC CHECK NO. - 00476387	239.82
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		239.82

TOTAL CLAIMS	5,304,312.21

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	322.57	224.40	88.65
00476208	BLUMENTHAL UNIFORMS & EQUIP	6,088.38		
00476209	COPIERS NORTHWEST INC	4,417.85		
00476210	IPS GROUP INC	233.12		
00476211	DEANETTE L PALMER PHD PS	125.00		
00476212	THOMSON WEST	7,316.23		
00476213	WA STATE DEPT/TRANSPORTATION	2,826.73		
00476214	A TO Z RENTALS		102.26	
00476215	ALSCO, DIVISION OF ALSCO INC		34.82	
00476216	AMSAN CUSTODIAL SUPPLY		466.71	
00476217	AUTO-RAIN SPRINKLER		649.66	
00476218	AVISTA UTILITIES		55.61	
00476219	CENTURYLINK		44.40	
00476220	CONTROL SOLUTIONS NW INC		5,978.50	
00476221	DESIGNER DECAL INC		402.19	
00476222	DEX MEDIA WEST LLC		31.60	
00476223	DUANE P ECCLES		24.88	
00476224	EMPIRE OFFICE MACHINES INC		115.37	
00476225	EMPIRE SPRAY SERVICE		228.27	
00476226	GAYLORD BROS/DIV OF THE		1,340.00	
00476227	GOLD SEAL MECHANICAL INC		524.92	
00476228	GREATER SPOKANE INC		45.00	
00476229	ANA L KRUGER		86.38	
00476230	LIBRARY TECHNOLOGIES INC		594.70	
00476231	LOWE'S BUSINESS ACCT		27.11	
00476232	HERSCHEL A MAIN		39.84	
00476233	MR B'S CLEAN SWEEP		394.04	
00476234	NW MAILING INC		163.04	
00476235	OFFICEMAX INC/A BOISE COMPAN		455.46	
00476236	RAINBOW ELECTRIC INC		178.16	
00476237	FRANK A RAWLEY		23.19	
00476238	RIVER CITY GLASS INC		358.71	
00476239	JOSEPH J ROISE		85.88	
00476240	SHOWCASES		69.55	
00476241	SPOKANE CITY TREASURER		225.60	
00476242	SPOKANE CITY TREASURER		242.63	
00476243	SPOKANE CITY TREASURER		411.28	
00476244	SPOKANE CITY TREASURER		858.40	
00476245	SPOKANE CITY TREASURER		895.81	
00476246	SPOKANE CITY TREASURER		1,347.68	
00476247	SPOKANE CITY TREASURER		2,169.45	
00476248	SPOKANE HARDWARE SUPPLY INC		291.96	
00476249	THYSSENKRUPP ELEVATOR CORP		254.40	
00476250	UNITED LABORATORIES INC		2,328.70	
00476251	AT & T MOBILITY			9.46
00476252	CENTURYLINK			1,432.74
00476253	COMCAST			45.58
00476254	BREE DRESBACK			10.17
00476255	JEFFRIES, JAMES			250.00
00476256	OHMANN, JASON			200.00
00476257	SPOKANE COUNTY EMS			260.48
00476258	T-MOBILE			80.91
00476259	WA STATE DEPT OF REVENUE			134.00

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00476260	WA STATE DEPT OF REVENUE			409.00
00476261	XO COMMUNICATIONS INC			195.97
00476262	ACRANET CBS BRANCH/DIV OF	68.00		
00476263	AVISTA UTILITIES	379,162.72		
00476264	BEACON SERVICE INC	2,167.98		
00476265	JAMES D BIGGAR	85.00		
00476266	COMSTOR INFORMATION	1,116.99		
00476267	COPIERS NORTHWEST INC	11,810.03		
00476268	DB SECURE SHRED LLC	895.60		
00476269	DESIGN SPACE MODULAR BUILDIN	280.08		
00476270	MOTOCICLETTA INC	47,012.26		
00476271	EAST CENTRAL COMMUNITY	71,759.64		
00476272	FIKES NORTHWEST INC/DIV OF	74.23		
00476273	FIRST AMERICAN TITLE INS CO	271.75		
00476274	FIRST AMERICAN TITLE INS CO	271.75		
00476275	FIRST AMERICAN TITLE INS CO	271.75		
00476276	LANGUAGE LINE SERVICES	5.96		
00476277	LOOMIS ARMORED US INC	207.24		
00476278	NUVODIA LLC	815.25		
00476279	ORBITCOM INC	2,926.58		
00476280	NATIONAL EMPLOYERS COUNCIL I	458.33		
00476281	BETTY PETERS	43.79		
00476282	PITNEY BOWES RESERVE ACCOUNT	40,000.00		
00476283	PRESSTEK INC	1,467.45		
00476284	RICOH USA INC	92.27		
00476285	SPOKANE NEIGHBORHOOD ACTION	957.84		
00476286	DR LOUIS C SOWERS	1,350.00		
00476287	SPOKANE PRO CARE INC	812.23		
00476288	STUDIO CASCADE INC	562.50		
00476289	LARRY TANGEN	1,385.50		
00476290	WA STATE DEPT OF LICENSING	127.15		
00476291	WEST CENTRAL COMMUNITY	7,289.00		
00476292	WEST CENTRAL COMMUNITY	9,732.00		
00476293	WM RECYCLE AMERICA LLC	7,755.34		
00476294	XO COMMUNICATIONS INC	7,525.89		
00476385	NORTHWEST INDUSTRIAL SERVICE	645.00		
00476386	AVISTA UTILITIES	169.93		
00476387	CBS COLLECTIONS INC	239.82		
00476388	COPIERS NORTHWEST INC	2,123.50		
00476389	DALLY ENVIRONMENTAL LLC	2,266.58		
00476390	DB SECURE SHRED LLC	54.54		
00476391	ECOLIGHTS NORTHWEST LLC	7,469.70		
00476392	JP MORGAN CHASE OR	278,779.60		
00476393	KODIAK SECURITY SERVICES INC	1,324.40		
00476394	THE MEN'S WEARHOUSE INC	72.83		
00476395	RICOH USA INC	210.41		
00476396	SPOKANE COUNTY PROSECUTING	5,858.07		
00476398	VERIZON WIRELESS BELLEVUE	17,220.70		
00476399	VIRTRA SYSTEMS	164,469.62		
00476400	WEST CENTRAL COMMUNITY	7,521.00		
00476401	WEST CENTRAL COMMUNITY	10,785.00		
00476412	DB SECURE SHRED LLC			
00476424	ADMINISTRATIVE OFFICE OF THE	55.00		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00476425	ALL SERVICE WEST TOWING	141.32		
00476426	ROBERT EARL ALFORD	229.64		
00476427	ALSCO, DIVISION OF ALSCO INC	1,464.67		
00476428	ARAMARK UNIFORM SERVICES	1,112.57		
00476429	ARTISTIC TOWING	105.98		
00476430	AVISTA UTILITIES	20.31		
00476431	BANK OF NEW YORK	1,726.34		
00476432	MARC J BENNETT	314.70		
00476433	BUDINGER & ASSOCIATES INC	13,955.42		
00476434	CENTURYLINK	44.27		
00476435	CHURCHILL, TODD L	85.00		
00476436	COMCAST	616.22		
00476437	COPIERS NORTHWEST INC	285.22		
00476438	IVAN J COSTICH	20.00		
00476439	DB SECURE SHRED LLC	134.34		
00476440	DAVID EVANS AND ASSOCIATES I	14,285.29		
00476441	EASTERN WASHINGTON UNIVERSIT	1,260.04		
00476442	EASTERN WASHINGTON ATTORNEY	135.00		
00476443	FEDERAL EXPRESS CORP/DBA FED	148.97		
00476444	FIKES NORTHWEST INC/DIV OF	136.07		
00476445	FIRST AMERICAN TITLE INS CO	1,277.23		
00476446	TR WHITE LLC	141.32		
00476447	GENERAL FIRE EXTINGUISHER	200.12		
00476448	GEOFFREY D GLENN	211.59		
00476449	GREATER SPOKANE INC	3,000.00		
00476450	GUARDSMARK LLC	1,020.76		
00476451	HIBU	200.00		
00476452	HISTORICAL RESEARCH ASSOCIAT	11,387.08		
00476453	INFORMATION SYSTEMS INC	3,460.00		
00476454	TR WHITE LLC	211.97		
00476455	RENCORP REALTY LLC	1,551.52		
00476456	MARIAN BEAUMIER	120.00		
00476457	LIFELINE TRAINING LTD	1,980.00		
00476458	LOOMIS ARMORED US INC	444.34		
00476459	GARRY M MILLER	314.70		
00476460	NELSON'S TOWING AND REPAIR/	141.32		
00476461	NORTH SPOKANE IRRIGATION	28.00		
00476462	OAC SERVICES INC	8,989.86		
00476463	OCCUPATIONAL MEDICINE	9,125.25		
00476464	RICOH USA INC	36.69		
00476465	ROUSE'S TOWING & RECOVERY IN	300.29		
00476466	LAWRENCE SCALERO	566.40		
00476467	SENSKE PEST CONTROL	656.55		
00476468	SHERRY PRATT VAN VOORHIS	1,600.00		
00476469	SIMPSON ENGINEERS INC	1,939.64		
00476470	SPOKANE CITY TREASURER	3,706.08		
00476471	SPOKANE CITY TREASURER	800.00		
00476472	SPOKANE CITY TREASURER	800.00		
00476473	SPOKANE COUNTY BAR ASSN	1,155.00		
00476474	SPOKANE PRO CARE INC	671.77		
00476475	SPOKANE REGIONAL HEALTH DIST	184.00		
00476476	SPOKANE REGIONAL SPORTS	3,333.00		
00476477	SPOKANE TOWING/DIV OF	247.30		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00476478	SPOKANIMAL C A R E	61,510.54		
00476479	COWLES PUBLISHING	119.75		
00476480	COWLES PUBLISHING	77.36		
00476481	COWLES PUBLISHING	100.22		
00476482	COWLES PUBLISHING	219.08		
00476483	SWANA	3,287.50		
00476484	LARRY TANGEN	1,085.50		
00476485	T-MOBILE	63.88		
00476486	UNITED PARCEL SERVICE	61.89		
00476487	VERIZON WIRELESS BELLEVUE	215.48		
00476488	WA STATE DEPT OF LICENSING	60.00		
00476489	WATCHMAN MONITORING SPOKANE	10.00		
00476490	WHITWORTH WATER DISTRICT NO	545.90		
00476491	MICHELE P YAKE	42.94		
00476492	CIRCLE M CONSTRUCTION &			173.92
00476493	COPIERS NORTHWEST INC			477.57
00476494	CORBIN SENIOR ACTIVITY CENTE			2,612.50
00476495	DIVCO INC			6,248.89
00476496	EAST CENTRAL COMMUNITY			3,483.33
00476497	ENVIRONMENT CONTROL OF SPOKA			1,165.00
00476498	GIANT SCREEN SPORTS LLC			9,451.28
00476499	GOLF CARS ETC/DIV OF H A V I			5,637.63
00476500	PAUL R GROVE			150.00
00476501	H D FOWLER COMPANY			1,586.68
00476502	HELENA CHEMICAL CO			1,363.65
00476503	DARIN HILDERBRAND			150.00
00476504	HILLYARD SENIOR ACTIVITY CTR			1,065.00
00476505	HORIZON/DIV OF			2,334.06
00476506	INDUSTRIAL WELDING CO INC			266.32
00476507	KENWORTH SALES-SPOKANE			186.93
00476508	MID CITY CONCERNS INC			1,543.75
00476509	THE PEPSI BOTTLING GROUP			22,420.42
00476510	QUANTIX INC/ENTERTAINMENT			299.78
00476511	QUINN GROUP			14,487.38
00476512	KEVIN W SCHIBEL			200.00
00476513	SIMPLLOT PARTNERS			857.65
00476514	SINTO SENIOR CENTER			6,434.16
00476515	SPOKANE CITY TREASURER			261,196.14
00476516	SPOKANE COUNTY SHERIFF			1,168.56
00476517	STEPHEN LOW DISTRIBUTION INC			1,752.00
00476518	MICHAEL D TERRELL			17,851.79
00476519	TIRE DISTRIBUTION SYSTEMS IN			1,097.40
00476520	WA STATE DEPT OF REVENUE			95,820.95
00476521	WEST CENTRAL COMMUNITY			6,056.00
00476522	WESTERN EQUIPMENT DISTRIBUTO			2,663.11
00476523	WILBUR ELLIS COMPANY			733.43
00476524	WILDROSE GRAPHICS LTD/			35.88
00476525	WITTKOPF ENTERPRISES INC			2,034.05
00476543	ARGUS INTERGRATED SERVICES L	594.09		
00476544	ARGUS INTERGRATED SERVICES L	103.18		
00476545	ARGUS INTERGRATED SERVICES L	99.09		
00476546	BACON CONCRETE INC	113,168.03		
00476547	CLEARWATER CONSTRUCTION &	283,199.90		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00476548	GARCO CONSTRUCTION INC	338,442.16		
00476549	GARCO CONSTRUCTION INC	105,975.32		
00476550	GENERAL INDUSTRIES INC	45,129.18		
00476551	JOHNSON CONTROLS INC	12,991.82		
00476552	MOUNTAIN STATES ELECTRICAL	36,347.60		
00476553	POTELCO INC	47,524.73		
00476554	PRO MECHANICAL SERVICES INC	1,050.22		
00476555	PRO MECHANICAL SERVICES INC	240.01		
00476556	SHAMROCK PAVING CO/DIV OF	10,000.00		
00476557	SHAMROCK PAVING CO/DIV OF	28,163.26		
00476558	ROBERT T BRO	144.03		
00476559	ALSCO, DIVISION OF ALSCO INC		34.82	
00476560	AT&T MOBILITY		83.59	
00476561	AUDIO EDITIONS		49.58	
00476562	AUNTIES INC		40.95	
00476563	AVISTA UTILITIES		2,281.93	
00476564	BAKER & TAYLOR BOOKS		8,888.39	
00476565	BAKER & TAYLOR INC		1,699.09	
00476566	BANK OF AMERICA		108.69	
00476567	BANK OF AMERICA		129.56	
00476568	BANK OF AMERICA		708.80	
00476569	BANK OF AMERICA		307.54	
00476570	CENGAGE LEARNING INC		479.97	
00476571	CENTER POINT PUBLISHING INC		343.92	
00476572	COMPLETE OFFICE LLC		68.08	
00476573	EXPRESS NAME TAGS & MORE, IN		5.71	
00476574	GAYLORD BROS/DIV OF THE		99.23	
00476575	GOODWILL INDUSTRIES OF THE		1,017.60	
00476576	INGRAM LIBRARY SERVICES INC		581.30	
00476577	LOWE'S BUSINESS ACCT		103.93	
00476578	MIDWEST TAPE		771.18	
00476579	MOVIE LICENSING USA		500.00	
00476580	NW PROTECTIVE SERVICE INC		35.00	
00476581	NW PROTECTIVE SERVICE INC		3,812.74	
00476582	OCLC INC		5,460.15	
00476583	RECORDED BOOKS INC		1,526.20	
00476584	RELIANCE LABEL SOLUTIONS		1,259.65	
00476585	SHOWCASES		230.04	
00476586	SPOKANE PUBLIC LIBRARY IMPRE		140.73	
00476587	SPOKANE PUBLIC LIBRARY IMPRE		28.85	
00476588	SPOKANE PUBLIC LIBRARY IMPRE		10.00	
00476589	COWLES PUBLISHING		87.96	
00476590	UNIQUE MANAGEMENT SERVICES I		805.50	
00476591	WA STATE PATROL		20.00	
00476592	XO COMMUNICATIONS INC		1,014.45	
80011641	AECOM TECHNICAL SERVICES INC	122,994.63		
80011642	AMP ENTERPRISES INC	600.00		
80011643	CH2M HILL	437,314.00		
80011644	HONEY BUCKET/DIV OF NORTHWES	231.00		
80011645	KERSHAW INC		474.63	
80011646	LAURI LUCAS	3,004.15		
80011647	MAIL FINANCE INC		384.79	
80011648	SUMMIT LAW GROUP PLLC	17,517.08		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80011649	WCP SOLUTIONS		25.81	
80011650	XEROX CORPORATION		36.85	
80011651	ALICE M BUSCH			104.53
80011652	JESSICA C EVERETT			27.12
80011653	CARL D STRONG			79.16
80011654	SPOKANE COUNTY TREASURER	642.19		
80011655	SPOKANE HOUSING AUTHORITY	20,732.81		
80011656	US BANK	3,775.00		
80011657	VOLUNTEERS OF AMERICA	22,996.17		
80011658	WILLIS OF SEATTLE INC OR	1,471,405.47		
80011659	YWCA	2,487.08		
80011660	AECOM TECHNICAL SERVICES INC	38,953.02		
80011661	ALTERNATIVE SERVICE CONCEPTS	22,394.42		
80011662	ANATEK LABS INC	7,878.00		
80011663	FOSTER PEPPER PLLC	1,023.50		
80011664	INFOR PUBLIC SECTOR INC	42,523.91		
80011665	NE COMMUNITY CENTER ASSN	8,813.02		
80011666	PHYSIO-CONTROL INC	2,178.34		
80011667	PREMERA BLUE CROSS OR	393,120.63		
80011668	BURLINGTON ENVIRONMENTAL LLC	5,622.85		
80011669	SPOKANE POLICE CHAPLAINCY	8,750.00		
80011670	SPOKANE PUBLIC FACILITIES	294,890.02		
80011671	TRINDERA ENGINEERING	2,161.25		
80011672	SCOTT EDMINSTER MD FACEP PLL	9,607.05		
80011673	AA AUTO SALVAGE	88.32		
80011674	B & B TOWING LLC	335.62		
80011675	C & C YARD CARE	436.97		
80011676	CASSEL PROMOTIONS			14,095.62
80011677	CLUB PROPHET SYSTEMS			1,679.00
80011678	DIVERSIFIED WOOD RECYCLING	18.00		
80011679	DIVINES TOWING/DIV OF	370.95		
80011680	GRIFFIN PUBLISHING INC			11,848.44
80011681	JAMES PUBLISHING INC	67.94		
80011682	LUTHERAN COMMUNITY SERVICES	2,670.04		
80011683	PEACEFUL VALLEY NEIGHBORHOOD			2,620.58
80011684	SOUTHSIDE SENIOR ACTIVITY CT			8,859.00
80011685	SPOKANE COUNTY TREASURER	1,629.92		
80011686	SPOKANE POLICE CHAPLAINCY	653.16		
80011687	SPRAGUE PEST CONTROL/DIV OF			93.65
80011688	T & T AUTOMOTIVE & TOWING	211.98		
80011689	US BANK	484.00		
80011690	US BANK OR CITY TREASURER	6,396.63		
80011691	VOLUNTEERS OF AMERICA	1,806.37		
80011692	WASHINGTON DENTAL SERVICE OR	31,596.43		
80011693	YWCA	9,178.47		
80011694	MICHAEL J DAWSON	74.29		
80011695	JOHN J DELAY	76.84		
80011696	LARS H HENDRON	75.15		
80011697	DENNIS J HILL	260.79		
80011698	TIMOTHY R LONCON	55.00		
80011699	ERIC REGALADO	53.81		
80011700	ARIANE E SCHMIDT	55.82		
80011701	ERIC P THOMPSON	97.74		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80011702	RICHARD E THORNTON	48.89		
		5,304,312.21	55,427.77	515,529.27
				=====
		CITYWIDE TOTAL:		5,875,279.01

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

CPR 2013-0003

Renews #Submitting Dept

ACCOUNTING

Cross Ref #Contact Name/Phone

PAM DOLAN 6034

Project #Contact E-Mail

PDOLAN@SPOKANECITY.ORG

Bid #Agenda Item Type

Claim Item

Requisition #Agenda Item Name

5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: September 14, 2013. Payroll check #516684 through check #517002 \$5,931,323.87

Summary (Background)

N/A

Fiscal ImpactBudget Account

Expense \$ 5,931,323.87

N/A

Select \$

#

Select \$

BudgetAccount3

Select \$

#

ApprovalsCouncil NotificationsDept Head

DOLAN, PAM

Study SessionDivision Director

DOLAN, PAM

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

PAYROLL RECAP BY FUND
PAY PERIOD ENDING SEPTEMBER 14, 2013

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	5,448.45
0070	ADMINISTRATIVE SERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	17,383.36
0260	CITY CLERK	11,676.80
0300	HUMAN SERVICES	0.00
0320	COUNCIL	20,812.92
0330	PUBLIC AFFAIRS / COMMUNICATIONS	8,487.05
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	164,068.17
0380	ENTERTAINMENT FACILITIES	1,210.40
0410	FINANCE	33,666.44
0440	FIRE	941,526.45
0450	CD/HS DIVISION	15,292.71
0470	HISTORIC PRESERVATION	4,348.80
0500	LEGAL	111,944.60
0520	MAYOR	21,064.20
0550	NEIGHBORHOOD SERVICES	7,180.80
05601	MUNICIPAL COURT	86,227.83
05602	PARKING VIOLATIONS	5,404.02
0570	OFFICE OF HEARING EXAMINER	5,218.40
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	25,749.00
0650	PLANNING SERVICES	41,827.38
0680	POLICE	1,375,918.96
0690	PROBATION SERVICES	30,902.40
0700	PUBLIC DEFENDERS	68,298.55
0750	ECONOMIC DEVELOPMENT	9,796.40
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00
	TOTAL GENERAL FUND	3,013,454.09

FUND	FUND NAME	TOTAL
1100	STREET	215,408.35
1200	CODE ENFORCEMENT	27,374.05
1300	LIBRARY	177,767.65
1390	URBAN FORESTRY FUND	9,281.45
1400	PARKS AND RECREATION	244,796.24
1460	PARKING METER	23,436.02
1510	LAW ENFORCEMENT INFO SYSTEM FUND	37,728.68
1530	LAW ENFORCEMENT BLOCK GRANT FUND	0.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	6,765.24
1630	COMBINED COMMUNICATIONS CENTER	62,432.90
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	31,534.12
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	0.00
1970	EMS FUND	197,199.21
4100	WATER	355,906.88
4300	SEWER	438,173.84
4480	REFUSE	415,211.97
4490	SOLID WASTE	18,733.74
4600	GOLF	51,584.17
4700	GENERAL SERVICES FUND	104,336.38
5100	FLEET SERVICE	85,817.59
5200	PUBLIC WORKS & UTILITY FUND	50,572.17
5300	MIS	148,065.61
5600	ACCOUNTING SERVICES	114,635.22
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	11,977.72
5830	SELF-FUNDED MEDICAL/DENTAL	7,402.03
5900	ASSET MANAGEMENT	45,338.85
6060	CITY RETIREMENT	4,672.00
6750	REGIONAL PLAN	29,352.10
6780	EMS PROGRAM DIRECTOR	2,365.60
	TOTAL	5,931,323.87

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

CPR 1985-0131

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

JENNY MORTON 625.6250

Project #**Contact E-Mail**

JJMORTON@SPOOKANECITY.ORG

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

0520 APPOINTMENT TO CHASE YOUTH COMMISSION

Agenda Wording

Re-appoint Hannah Hornbaker to serve a one-year term to begin September 23, 2013 and expire September 22, 2014. Re-appoint Aaron Ackermann to serve a one-year term to begin September 23, 2013 and expire September 22, 2014.

Summary (Background)

Re-appoint Bryn Hines to serve a one-year term to begin September 23, 2013 and expire September 22, 2014. Re-appoint Hannah Sylvester to serve a one-year term to begin September 23, 2013 and expire September 22, 2014. Appoint Purnima Karki to serve a one-year term to begin September 23, 2013 and expire September 22, 2014.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

SANDERS, THERESA

Study Session**Division Director****Other****Finance****Distribution List****Legal**

jwestfall@spokanecity.org

For the Mayor

SANDERS, THERESA

jjmorton@spokanecity.org

Additional Approvals

jmallahan@spokanecity.org

Purchasing

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35041

Renews #**Cross Ref #**

OPR 11-739/855

Project #**Bid #****Requisition #****Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Contact Name/Phone

SHEILA MORLEY 6052

Contact E-Mail

SMORLEY@SPOKANECITY.ORG

Agenda Item Type

Emergency Budget Ordinance

Agenda Item Name

1540-EBO RE: DEPARTMENT OF COMMERCE GRANT

Agenda Wording

Amending Ordinance C-34947 and appropriating funds in the Human Services Grant Fund, FROM: Department of Commerce, \$297,474 TO: Contractural Services, same amount. (The action budget additional grant funds for administration of the HEN program).

Summary (Background)

The ordinance budget increases grant funding from the Washington State Department of Commerce. The total amount of the grant is 297,474. From this amount \$294,500 will be contracted with the Salvation Army to administer the Housing and Essential Needs program with the remaining portion allocated to the City for administrative and HMIS costs.

Fiscal Impact**Budget Account**

Revenue \$ 297,474

1540-95460-99999-33422

Expense \$ 297,474

1540-95460-51200-54201

Select \$

BudgetAccount3

Select \$

#

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

ALLARD, JERRIE

Study Session

PCED 9/9/13

Division Director

MALLAHAN, JONATHAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

jallard

For the Mayor

SANDERS, THERESA

jmallahan

Additional Approvals

smorley

Purchasing

mlesesne

kmoat

ORDINANCE NO _____

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Human Services Grants Fund, changes which 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 Human Services Grants Fund and the budget annexed thereto with reference to the Human Services Grant Funds, the following changes be made:

FROM:

1540-95460	Human Services Grants Fund	
99999-33422	Department of Commerce	<u>\$ 297,474</u>

TO:

1540-95460-	Human Services Grants Fund	
51200-54201	Contractual Services	<u>\$ 297,474</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget additional grant funds from the Department of Commerce and contract with the Salvation Army to administer the Housing and Essential Needs program and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35031

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

CARLY 835-4527

Project #**Contact E-Mail**

CCORTRIGHT@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

1560 SEIZURE FUNDS EBO

Agenda Wording

Amending Ordinance No. C-34947 and appropriating funds in the Forfeiture & Contributions Fund FROM: Various Accounts, \$305,000; TO: Various Accounts,same amount.

Summary (Background)

In 2013, more seizure funds were acquired than budgeted. In order to spend these funds, we need to create a budget through this EBO. The funds will be used to purchase software to assist with CompStat analysis and information sharing, a contract to provide a youth policing train-the-trainer program, technology associated with drug enforcement, and a vehicle for the drug unit.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

CORTRIGHT, CARLY

Study Session

PSC 9/16/2013

Division Director

STRAUB, FRANK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

Police: mdoval, agolden, ccortright

For the Mayor

SANDERS, THERESA

Finance: tdunivant

Additional Approvals**Purchasing**

**Briefing Paper
City of Spokane
Spokane Police Department/Public Safety Committee
September 16, 2013**

Subject

2013 Seizure Funds EBO

Background

In 2013, more seizure funds were acquired than budgeted. This was largely the result of the sale of property on the West Plains. In order to spend these funds, we need to create a budget. This EBO creates that budget. The funds will be used to purchase software to assist with CompStat analysis and information sharing, a contract to provide a youth policing train-the-trainer program, technology associated with drug enforcement, and a vehicle for the drug unit.

Impact

Seizure funds allow the department to make acquisitions that we would otherwise be unable to do from the General Fund. These purchases are typically used to fight drug and gang crime as well as associated property crimes.

Action

Approval of EBO

Funding

Seizure funds

ORDINANCE NO _____

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the Forfeiture & Contributions 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 Forfeitures & Contributions Fund and the budget annexed thereto with reference to the Forfeitures & Contributions Fund, the following changes be made:

FROM:	1560-17100	Forfeiture & Contributions Fund	
	21212-33221	Federal Entitlements	\$ 50,000
	21231-33221	Federal Entitlements	\$ 135,000
	1560-17200	Forfeiture & Contributions Fund	
	21231-39510	Proceeds of Fixed Assets	\$ 120,000
		Total	<u>\$ 305,000</u>
TO:	1560-17100	Forfeiture & Contributions Fund	
	94000-56403	Capitalized Software	\$ 80,000
	21231-54201	Contract Services	\$ 105,000
	1560-17200	Forfeiture & Contributions Fund	
	94000-56404	Vehicles	\$ 50,000
	21231-53502	Minor Equipment	\$ 70,000
		Total	<u>\$ 305,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to authorize the appropriation of the funds received from the sale of the West Plains property as well as unexpected forfeiture receipts, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd	DocDate
Clerk's File #	ORD C35037
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER, 625-6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 MEDICAL MARIJUANA ORDINANCE		

Agenda Wording

An ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC sections 1.05.170 and 4.04.020;

Summary (Background)

On February 25, 2013, the City Council adopted Ordinance No. C-34969 imposing a moratorium on the establishment of medical cannabis collective gardens and licensed dispensaries. Prior to the expiration of the moratorium, the City Council adopted Ordinance No. C-35008 on July 15, 2013 establishing an interim ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		# BudgetAccount3
Select	\$		#
Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

adopting a new section 8.02.0233 to chapter 8.02 SMC; adopting new chapters 10.49 and 10.50 to Title 10 SMC and new chapter 17C.347 to Title 17C of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

The Plan Commission held a hearing on September 11, 2013 as required by the interim ordinance and has made recommendations to the City Council regarding adoption of a permanent ordinance. This ordinance will make permanent the provisions of the interim ordinance as well as other revisions recommended by the Plan Commission and/or adopted by the City Council including zoning regulations for state-licensed producers, processors and retailers and medical cannabis collective gardens and regulatory licensing provisions for the collective gardens.

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

ORDINANCE NO. C-35037

An ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC sections 1.05.170 and 4.04.020; adopting a new section 8.02.0233 to chapter 8.02 SMC; adopting new chapters 10.49 and 10.50 to Title 10 SMC and new chapter 17C.347 to Title 17C of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, since 1970, federal law has prohibited the manufacture and possession of marijuana as a Schedule I drug, based on the federal government's categorization of marijuana as having a "high potential for abuse, lack of any accepted medical use, and absence of any accepted safety for use in medically supervised treatment." *Gonzales v. Raich*, 545 U.S. 1, 14 (2005), Controlled Substance Act (CSA), 84 Stat. 1242, 21 U.S.C. 801 et seq; and

WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998, and now codified as chapter 69.51A RCW, created an affirmative defense for "qualifying patients" to the charge of possession of marijuana (cannabis); and

WHEREAS, the intent of Initiative 692 was that qualifying "patients with terminal or debilitating illnesses who, in the judgment of their physicians, would benefit from the medical use of marijuana, shall not be found guilty of a crime under state law,"(RCW 69.51A.005), but that nothing in the law "shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes" (RCW 69.51A.020); and

WHEREAS, the Washington State Legislature passed ESSSB 5073 in 2011, which provides that a qualifying patient or his/her designated care provider are presumed to be in compliance, and not subject to criminal or civil sanctions/penalties/consequences, if they possess no more than fifteen (15) cannabis plants, no more than twenty-four (24) ounces of usable cannabis (other qualifications apply); and

WHEREAS, on April 29, 2011, former governor Christine Gregoire vetoed all of the provisions of E2SSB 5073 relevant to medical marijuana dispensaries that would have provided the legal basis for legalizing and licensing medical cannabis dispensaries, processing facilities and production facilities, thereby making these activities illegal but left the provisions relating to cultivation of marijuana for medical use by qualified patients individually and in collective gardens; and

WHEREAS, RCW 69.51A.085 permitted qualifying patients "to create and participate in collective gardens for the purpose of producing, processing, transporting, and delivering cannabis for medical use," provided no more than ten qualifying patients

participate, a collective garden does not contain more than fifteen (15) *plants per patient up to a total of forty five (45) plants per garden, and the garden does not contain more than twenty four (24) ounces of useable cannabis per patient and up to a total of seventy two (72) ounces of useable cannabis; and*

WHEREAS, under RCW 69.51A.060(1), it is a class 3 civil infraction to display medical cannabis in a manner or place which is open to view of the general public, which would include growing plants; and

WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes pertaining to the production, processing, or dispensing of cannabis or cannabis products within their jurisdictions and that nothing in chapter 181, Laws of 2011 is intended to limit the authority of cities to impose zoning requirements or other conditions upon licensed dispensers, so long as such requirements do not preclude the possibility of siting licensed dispensers within the jurisdiction; and

WHEREAS, pursuant to RCW 69.51A.130, no civil or criminal liability may be imposed by any court on cities, towns, or counties or other municipalities and their officers and employees for actions taken in good faith under chapter 69.51A RCW and within the scope of their assigned duties.

WHEREAS, Initiative Measure No. 502, approved by the voters of Washington State on November 6, 2012, calls for the establishment of a regulatory system licensing producers, processors and retailers of recreational marijuana for adults twenty-one (21) years of age and older, legalizes the possession and private recreational use of marijuana and requires the Washington State Liquor Control Board to adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana; and

WHEREAS, the establishment of additional medical cannabis collective gardens in light of the preclusion of licensed dispensaries created by the veto by former Governor Gregoire of portions of E2SSB 5073 and the pending implementation of Initiative Measure No. 502 by the Washington State Liquor Control Board could create inconsistent and incompatible land use activities and create unanticipated public health, safety and welfare concerns; and

WHEREAS, the City of Spokane adopted Ordinance No. 34968 on February 25, 2013, imposing a moratorium on the establishment of medical cannabis collective gardens and licensed dispensaries because of the impact on the public health safety and welfare; and

WHEREAS, the Washington State Liquor Control Board has announced that it will adopt its rules pertaining to the licensing of marijuana producers, processors and retailers by October 16, 2013, with an effective date of November 16, 2013, begin

accepting applications for license types on November 18, 2013 and begin issuing licenses to qualified applicants on December 1, 2013; and

WHEREAS, the City Council conducted a public hearing on April 15, 2013 as required by Ordinance No. C-34968 to take public testimony regarding the establishment of the moratorium; and

WHEREAS, the City Council and the City Plan Commission held a joint meeting on May 16, 2013 to discuss the implementation of the work plan called for in the Ordinance No. C-34968 establishing the moratorium; and

WHEREAS, the City Plan Commission held a workshop on July 10, 2013 to review this proposed interim ordinance; and

WHEREAS, the City Council has studied the land use impacts collective gardens and state-licensed marijuana producers, processors and retailers and has now prepared this ordinance to address these impacts; and

WHEREAS, on July 15, 2013, the City Council held a public hearing on Ordinance No. C-35008, regarding interim regulations relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processor and retailers; and

WHEREAS, Ordinance C-35008 was passed by the City Council on July 15, 2013 establishing interim regulations for a ninety (90) day period and repealing the prior moratorium established in Ordinance No. C-34968; and

WHEREAS, the City Plan Commission held a public hearing on September 11, 2013 regarding the adoption of a permanent ordinance regarding to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers and subsequently adopted recommendations to the City Council regarding the ordinance; and

WHEREAS, the City Council finds that it is necessary to adopt this ordinance in order to avoid unanticipated negative impacts on the community and the public health, safety and welfare associated with medical cannabis collective gardens and state-licensed marijuana producers, processors and retailers; and

WHEREAS, State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on August 26, 2013 for the proposed ordinance with the public appeal period for the SEPA determination ended on September 10, 2013; and

WHEREAS, the City Council finds that the regulatory licensing requirements established by this ordinance are necessary for the immediate preservation of the public

peace, health or safety and for the immediate support of city government and its existing public institutions; -- Now, Therefore;

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 10.49 to Title 10 SMC to read as follows:

Chapter 10.49
Medical Cannabis Collective Garden Regulatory License

Sections:

10.49.010	Findings
10.49.020	Purpose
10.49.030	Definitions
10.49.040	License Required
10.49.050	Application, Transfer and Renewal
10.49.060	Medical Cannabis Collective Garden Requirements
10.49.070	Violation
10.49.080	Nuisance Abatement

10.49.010 Findings

The city council adopts the preamble to this ordinance as findings to support this chapter and further finds that nothing in this chapter 10.49 SMC shall be construed to supersede Washington state or federal law pertaining to the acquisition, possession, manufacture, sale or use of cannabis for nonmedical purposes. Nothing in this chapter 10.49 SMC shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of cannabis for nonmedical purposes.

10.49.020 Purpose

The purpose of this medical cannabis collective garden regulatory license chapter is to mitigate potential impacts of medical cannabis collective gardens as authorized under chapter 69.51A RCW on nearby properties and to promote the public health, safety welfare through coordinated implementation of zoning and licensing regulations of medical cannabis collective gardens under chapter 69.51A RCW.

10.49.030 Definitions

Definitions established in chapters 69.50, 69.51, and 69.51A RCW and chapter 314-55 WAC are incorporated by reference in this chapter, including the following definitions:

- A. "Collective garden" means those gardens authorized under RCW 69.51A.085, which allows qualifying patients to assume responsibility for acquiring and

supplying the resources required to produce and process cannabis for medical use.

- B. "Designated provider" shall have the definition as provided in RCW 69.51A.010(1) as currently states or as may be amended.
- C. "Marijuana" shall have the definition as provided in RCW 69.50.101(s) as currently states or as may be amended.
- D. "Marijuana processor" shall have the definition as provided in RCW 69.50.101(t) as currently states or as may be amended.
- E. "Marijuana producer" shall have the definition as provided in RCW 69.50.101(u) as currently states or as may be amended.
- F. "Marijuana retailer" shall have the definition as provided in RCW 69.50.101(w) as currently states or as may be amended.
- G. "Qualified patient" shall have the definition as provided in RCW 69.51A.010(4) as currently states or as may be amended.

10.49.040 License Required

- A. No person may operate a medical cannabis collective garden without first obtaining a medical cannabis collective garden regulatory license under this chapter.
- B. The medical cannabis collective garden regulatory license is a class II license as provided in chapter 4.04 SMC.
- C. Anyone operating a medical cannabis collective garden pursuant to chapter 61.59A RCW is required to have a license or permit issued under this chapter. A medical cannabis collective garden ~~((lawfully existing))~~ **legally operating** prior to the ~~((adoption of chapter 10.49 SMC))~~ **enactment of this ordinance** shall have thirty days **from the enactment date** to submit an application for the medical cannabis collective garden regulatory license as required by this chapter.
- D. The requirement to obtain a medical cannabis collective garden regulatory license or a business **registration** ~~((license))~~ or to comply with the regulatory and land use zoning provisions of this chapter and chapter 17C.347 RCW shall not apply to a medical cannabis collective garden that:
 - 1. meets the definition and provisions of RCW 69.51A.085,
 - 2. does not operate on a commercial basis,

3. does not engage in any sales,
 4. does not engage in any commercial activity, including any type of advertising, ~~((and))~~
 5. does not rotate more than five members of the collective garden within a fifteen day period, and
 6. engages only in private, unlicensed, noncommercial production, possession, transportation, delivery, or administration of cannabis for medical use pursuant to RCW 69.51A.025.
- E. The provisions of this chapter do not apply to or affect the legal rights of an ultimate user as authorized under RCW 69.50.101(z)(bb).
- F. The issuance of a medical cannabis collective garden regulatory license under this chapter, or the issuance of any other permit or license by the City, shall not be deemed as approval or permission from the City to engage in any activity deemed illegal under any applicable law, nor shall it constitute a determination by the City that the manufacture, production, processing, retailing possession, transportation, delivery, dispensing, application, or administration of and use of marijuana engaged in by the licensee or permittee is either legal or illegal under state or federal law.

10.49.050 Application, Transfer and Renewal

- A. A medical cannabis collective garden regulatory license issued under this chapter shall be obtained prior to operation of any business activity.
- B. The application is filed and all applicable license fees are paid to the office of taxes and licenses.
- C. The chief of police, or designated license officer, ~~((does))~~ shall not approve the license until the application has been reviewed by the ~~((building))~~ planning and development services department and the fire department ~~((and the planning department))~~ and verification has been provided that all applicable requirements have been complied with. A determination regarding the application shall be completed within thirty days from either the date of the receipt by the city of the complete application, including all necessary forms and affidavits, or thirty days from the date of the public hearing required by SMC 10.49.050(L).
- D. The applicant ~~((must))~~ shall provide on the application, the names, dates of birth, addresses and phone numbers for all officers and employees.
- E. The license ~~((must))~~ shall be on display on the premises at all times and shall be available for access by law enforcement during normal business hours.

- F. If all requirements for approval are satisfied, the license shall be issued by the chief of police or designated licensing officer prior to the start of operations.
- G. A license issued under this chapter is not transferable as to person or place.
- H. Renewal of License.
1. Application for renewal ~~((must))~~ shall be made no later than thirty days prior to expiration of the license. A determination on the renewal application shall be completed within thirty days from the date of the receipt by the city of the complete application.
 2. The license renewal application shall only be approved by the chief of police, or designated license officer, following a site inspection and verification by the planning and development services department and fire department ~~((and building department))~~ that all City requirements have been met ~~((must be complied with))~~.
- I. A medical cannabis collective garden regulatory license may be suspended, revoked or denied if:
1. Any datum furnished on the application is false or is not updated in a timely fashion,
 2. The structure, facility or property ceases to comply with all applicable building, fire and or zoning provisions,
 3. Any condition of the City license or State law has been violated, or
 4. Any provision of this chapter is violated
- J. Any authorized city official may issue a warning order requiring the licensee to correct any condition or practice that presents a threat or hazard to public health or safety.
- K. Authorized city departments may invoke their powers granted under the Spokane Municipal Code to immediately close a facility or business licensed under this chapter if conditions present an imminent threat to public health and safety. The authorized city official shall provide the owner/operator of the facility or business with the appropriate hearing opportunity regarding the closure as well as the opportunity to enter the facility or business subsequent to the closure for purposes of securing his assets and property.
- L. Prior to the issuance of a regulatory license for a medical cannabis collective garden ~~((regulatory license))~~ that was not legally operating prior to the enactment

of this ordinance, the chief of police, or his designee, shall schedule a public hearing to take testimony regarding the issuance of the license. A notice of the hearing on a form prescribed by the City shall be delivered by the applicant to the recorded real property owners and/or taxpayers ~~((business and residential occupants))~~ located within five hundred feet of the premises at least fourteen days prior to the hearing date.

10.49.060 Medical Cannabis Collective Garden Requirements

- A. License Requirements for Operators.
It is unlawful to conduct, operate or maintain a medical cannabis collective garden unless such premises has a current medical cannabis collective garden regulatory license obtained in the manner prescribed in this chapter. "Premises" includes all locations used by a collective garden to grow, store, process, transport, or distribute medical cannabis to its qualified patients.
- B. License Applicant Requirements.
License applicants and all persons who receive wages, fees, donations or compensation of any kind for performing collective garden activities ("operators") shall meet the following requirements:
1. Must be a qualified patient or designated provider of a qualified patient and must upon request by the City, submit valid documentation, or written designation by a qualified patient with that patient's valid documentation and proof of identification deemed acceptable by the ~~((clerk))~~ office of taxes and licenses.
 2. Must be at least eighteen years of age.
 3. ~~((May))~~ Shall have no felony convictions of state or federal laws within the ten years preceding or at any time subsequent to the date of application.
 4. No one with law enforcement or regulatory authority related to medical cannabis collective gardens employed by the City of Spokane shall be permitted to obtain a medical cannabis collective garden regulatory license.
- C. Premises Requirements.
Collective garden premises ~~((must))~~ shall operate in compliance with the following conditions:
1. All premises or vehicles used or operated by the collective garden shall have no greater aggregate quantities of cannabis, cannabis plants or cannabis-containing products than are allowed under RCW 69.51A.085.

2. No more than ten qualifying patients may participate in a single collective garden at any time. A copy of each qualifying patient's valid documentation or proof of registration with the registry established in state law (now or in the future), including a copy of the patient's proof of identity, ~~((must))~~ shall be available at all times on the premises of the collective garden.
3. No cannabis from the collective garden may be delivered to anyone other than a qualifying patient participating in the collective garden or that patient's designated provider.
4. No cannabis, cannabis plants or representations of cannabis plants shall be used in signage or advertising or be visible to public view.
5. From a public right of way, there shall be no exterior display of medical cannabis cultivation visible outside of the premises.
6. A collective garden shall be entirely within a permanent enclosed structure with a roof. The structure shall comply with all applicable code requirements.
7. Areas where cannabis is grown, stored or dispensed ~~((must))~~ shall be provided with ventilation/air filtration systems so that no odors are detectable off the premises.
8. All premises ~~((must))~~ shall comply with the noise control requirements of SMC 10.08D.070.
9. No minors shall be permitted on any collective garden premises unless accompanied by a parent or guardian.
10. Consumption of cannabis, products containing cannabis or alcohol on the premises is prohibited.
11. The premises shall be closed to any distribution of cannabis between the hours of ten p.m. and seven a.m.
12. Any transportation or delivery of cannabis from a collective garden shall be conducted by the garden members or designated provider. ~~((so that quantities))~~ Delivery of medical cannabis shall not exceed those quantities allowed by RCW 69.51A.040 ~~((are never exceeded))~~. Vehicles used to deliver cannabis may have the name of the collective garden printed on the vehicle along with related identifying information such as an address and phone number. There shall be no depiction of cannabis, cannabis plants or representations of cannabis plants used as signage or advertising on the vehicle.

13. The premises of the medical cannabis collective garden shall be identified on the application and subsequently on the regulatory license by its physical street address regardless of whether the product provided to the members of the collective garden is delivered to the member or if the member receives the product at the collective garden's physical location.
 14. A licensed premise ~~((must))~~ shall have installed on the premises a security and alarm system that is monitored twenty-four hours a day to include a video recording system that monitors production, storage and point of sale areas. All video recordings ~~((must))~~ shall be continuously recorded twenty-four hours a day and ~~((must))~~ shall be kept for a minimum of thirty days on the licensee's recording device. All videos are subject to inspection by the City police department upon request.
- D. Land Use/Zoning Regulations.
Medical cannabis collective gardens shall comply with all applicable zoning and land use regulations set forth in Title 17C SMC.

10.49.070 Violation

- A. This chapter is subject to the administrative provision of chapter 4.04 SMC.
- B. Licensees under this chapter ~~((must))~~ shall comply with all state laws under chapter 69.51A RCW for medical marijuana.
- C. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

10.49.080 Nuisance Abatement

In addition to any other available remedy or penalty, any violation of this chapter, is declared to be a public nuisance per se, and may be abated under the applicable provisions of the Spokane Municipal Code and state law.

Section 2. That there is adopted a new chapter 10.50 to Title 10 SMC to read as follows:

Chapter 10.50 State-Licensed Marijuana Producers, Processors and Retailers

Sections:

10.50.010 Marijuana Producer, Processor and Retailer

A marijuana producer, processor or retailer licensed by the state of Washington liquor control board shall be required to comply with all applicable regulations established by the City including, but not limited to, all building and fire code regulations and zoning regulations and shall be required to provide a copy of the state-issued license to the City upon request.

Section 3. That there is adopted a new chapter 17C.347 to Title 17C SMC to read as follows:

Chapter 17C.347

Medical Cannabis Collective Garden or a Retail Outlet for Recreational Marijuana

Sections:

17C.347.010	Purpose
17C.347.020	Description
17C.347.030	Regulations for a Medical Cannabis Collective Garden and State-Licensed Marijuana Producers, Processors and Retailers

17C.347.010 Purpose

This chapter provides zoning standards for the establishment of a medical cannabis collective garden established pursuant to chapter 69.51A RCW and for producer, processor and retailer of recreational marijuana licensed by the state pursuant to chapter 314-55 WAC.

17C.347.020 Description

For the purpose of describing activities and other characteristics of a medical cannabis collective garden or a state-licensed recreational marijuana producer, processor or retailer, the definitions of SMC 10.49.030 are applicable.

17C.347.030 Regulations for a Medical Cannabis Collective Garden and State-Licensed Marijuana Producers, Processors and Retailers

A. City Zoning.

1. A medical cannabis collective garden shall comply with the requirements of SMC 10.49.060.
 - a. No person may conduct business within the City as a medical cannabis collective garden or a facility for delivery of cannabis produced by the garden unless the medical cannabis collective garden or a facility for delivery of cannabis produced by the garden is located within the ~~((CC1,))~~¹ CC1,² CC2, CC3, CB, GC, DTC,

¹ Strikes out CC1 from the list of available zones.

² Includes CC1 as an available zone as recommended by the Plan Commission.

DTG, DTU, DTS, LI, HI and PI Zones in accordance with Title 17 SMC. A medical cannabis collective garden is classified as a Manufacturing and Production land use as described in chapter 17C.190 SMC, Use Category Descriptions. Manufacturing and Production uses are limited as provided in Table 17C.120-1, Table 17C.130-1, and Table 17C.124-1. In Table 17C.122-1, for Center and Corridor Zones, a medical cannabis collective garden is classified as a Limited Industrial land use and is subject to the standards for a Limited Industrial use.

- b. A licensed medical cannabis collective garden or facility for delivery of cannabis produced by the garden may not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The owner or operator of the medical cannabis collective garden shall have the responsibility to demonstrate that the collective garden is not within the one thousand foot perimeter:

- i. ~~((any other licensed medical cannabis collective garden operator or delivery site;~~
- ii. ~~any marijuana processor, producer or retailer licensed by the Washington State liquor control board;))~~³
- iii. elementary or secondary school;
- iv. playground;
- v. recreational center or facility;
- vi. child care center;
- vii. public park;
- viii. public transportation center;
- ix. library; or
- ~~x. any game arcade where admission is not restricted to persons age twenty-one or older ((; or~~
- xi. ~~a drug treatment facility certified by the State of Washington)).~~⁴

³ Plan Commission recommendation to remove collective gardens and state licensed facilities from the entities listed in the 1,000 foot perimeter.

⁴ Plan Commission recommendation to remove drug treatment facilities from the entities listed in the 1,000 foot perimeter.

- c. The prohibition set forth in subsection (1) (a) and (b) above shall not apply to a medical cannabis collective garden legally operating prior to the ~~((effective date))~~ enactment of this ordinance that is going to convert from a collective garden to a state-licensed retailer.
 - d. Medical cannabis cultivation and sale are prohibited as a home occupation and are not considered as an accessory use in residential zones.
 - e. Notwithstanding the provisions of chapter 17C.210, an existing collective garden in operation as of the effective date of this chapter shall be brought into full compliance with the provisions of this chapter within one year of the effective date of the ordinance.
2. State-Licensed Marijuana Producers, Processors and Retailers.
- a. No person may conduct business within the City of Spokane as a state-licensed marijuana producer, processor and retailer unless they are located within the ~~((CC1,))~~⁵ CC1,⁶ CC2, CC3, CB, GC, DTC, DTG, DTU, DTS, LI, HI and PI Zones in accordance with Title 17 SMC and licensed under this chapter. A state-licensed marijuana producer or processor is classified as a Manufacturing and Production land use as described in chapter 17C.190 SMC, Use Category Descriptions. Manufacturing and Production uses are limited as provided in Table 17C.120-1, Table 17C.130-1, and Table 17C.124-1. In Table 17C.122-1, for Center and Corridor Zones, a state-licensed marijuana producer or processor is classified as a Limited Industrial land use and is subject to the standards for a Limited Industrial use. A state-licensed marijuana retailer is classified as a Retail Sales and Service land use as described in chapter 17C.190 SMC, Use Category Descriptions. In Table 17C.122-1, for Center and Corridor Zones, a state-licensed marijuana retailer is classified as a Commercial land use and is subject to the standards for a Commercial use.
 - b. A state-licensed marijuana producer, processor and retailer may not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The owner or operator of the state-licensed marijuana producer, processor and retailer shall have the responsibility to demonstrate that the state-licensed marijuana producer, processor and retailer is not within the one thousand foot perimeter:

⁵ Strikes out CC1 from the list of available zones.

⁶ Includes CC1 as an available zone as recommended by the Plan Commission.

- i. elementary or secondary school;
 - ii. playground;
 - iii. recreational center or facility;
 - iv. child care center;
 - v. public park;
 - vi. public transportation center;
 - vii. library; or
 - viii. any game arcade where admission is not restricted to persons age twenty-one or older.
- B. Waste products ~~((must))~~ shall be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.
- C. Measurement.
1. The measurement of the separation distance in subsection A.1.b ~~((1)(e))~~ and A.2.b ~~((2)(b))~~ above shall be measured as the shortest straight line distance from the property line of the production and processing facility, retail outlet or collective garden to the property line of the entities listed in subsection A(1)(b) and A(2)(b). ((taken in a straight line from the point on the property line of the protected uses specified in subsection (1)(c) and (2)(b) above closest to the production and processing facility, collective garden or retail outlets to the nearest physical point of the tenant space or structure housing a production or processing or retailer outlet or collective garden.))⁷
 2. A protected use specified in subsection A(1)(b) and A(2)(b) ~~(1)(c) and (2)(b)~~ above shall not benefit from the separation requirements of this subsection if the use chooses to locate within the required separation distance from a lawfully located production or processing facility, collective garden or retailer outlet.

Section 4. That SMC section 1.05.170 is amended to read as follows:

1.05.170 Penalty Schedule – Business Regulations

⁷ Revises the measurement method so as to be consistent with the current version of the LCB regulations.

- A. For each subsequent violation by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

SMC 1.05.170 PENALTY SCHEDULE – BUSINESS REGULATIONS		
Infraction		Violation Class
General		
SMC 4.04.020	Engaging in licensed activity without license	2
SMC 4.04.060	Failure to display license or insigne	3
SMC 8.01.070 SMC 10.40.020	Engaging in business without registration or itinerant vendor license or permit	1
SMC 8.12.020	No amusement device license, no amusement device operators or owners license	3
SMC 8.12.060	No current list of amusement device locations	3
SMC 10.23A.030(G)	Entertainment facility establishment operator/owner	1
SMC 10.25.010	Pruning, planting, or removing a public tree without a license	1
SMC 10.29.010(A)	Conducting an improper blasting operation	1
SMC 10.29.030	Heating mechanic	1
SMC 10.29.060(A)	Providing fire equipment service without Spokane Fire Department registration	1
SMC 10.34.020	Own, operate for-hire vehicle	2
SMC 10.34.110(D)	Owner of for-hire vehicle, allowing a non-licensed for-hire driver to operate his or her vehicle	1
<u>SMC 10.49.040</u>	<u>Owning, operating or maintaining a medical cannabis collective garden</u>	<u>1</u>
SMC 10.41A.040	Special police officer	2
SMC 10.45.040	Deal in used goods	2
SMC 10.48.050	Failure to register alarm system	2

SMC 10.48.170	Unlawful use of a security alarm system	3
SMC 13.02.0204	Solid waste collection or disposal	2
SMC 17G.010.100(C)(3)	Sewer installation	1
Fireworks		
SMC 10.33A.020(A)(2)	Conducting public display without a permit	Up to \$1,000
SMC 10.41A.040	Employ non-commissioned special police officer	3
SMC 10.41A.090	Violation of code by special police officer	1
Fire Code		
IFC 105.6.14 Chapter 33 IFC Chapter 10.33A SMC SMC 17F.080.060	Manufacture, storage, use, sale, handling of blasting agents, explosives without proper permit	1
IFC 105.6 IFC 105.7 SMC 17F.080.060	Conducting regulated code activities, operations, functions without permit	2
IFC 105.6.41	Conducting spraying or dipping application of flammable or combustible finishes (liquids or powders) for floor finishing or surfacing operations without a permit	2
IFC 2703.3	Unauthorized release, discharge of flammable, combustible liquids, petroleum waste products	1
SMC 15.01.500	Fail to comply with notice and order under Commute Trip Reduction Program	2
SMC 15.03.030	Fail to comply with requirement of posting restaurant's smoking designation	2

Section 5. That SMC section 4.04.020 is amended to read as follows:

4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.

- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
1. peddling merchandise, and
 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
 2. keeping of animals;
 3. building relocation;
 4. certain contracting;
 5. commercial use and sale of fireworks;
 6. private or special police;
 7. dealing in used goods; ~~(and)~~
 8. operating for-hire vehicles. The for-hire license shall be issued by the City of Spokane taxes and licenses division to coincide with the issuance of the business registration through the Washington State business license service. The for-hire license will have the same renewal date as the business registration; and
 9. owning, operating or maintaining a medical cannabis collective garden pursuant to chapter 61.59A RCW.
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
1. moving buildings;
 2. operating cable television;
 3. certain contracting;
 4. collecting garbage or commercial recyclables (SMC 13.02.0204);

5. distributing natural gas;
6. maintaining mechanical newspaper vendors;
7. parades, special events, and demonstrations;
8. operating telephone and telegraph equipment;
9. operating sidewalk cafes; and
10. doing commercial tree work.

Section 6. That there is adopted a new section 8.02.0233 to chapter 8.02 SMC to read as follows:

8.02.0233 Medical Cannabis Collective Garden Regulatory License

The fee for a medical cannabis collective garden regulatory license under SMC 10.49.040 is two hundred and fifty dollars to support the regulatory program.

Section 7. Severability. If any provision of this ordinance, or its application to any person, entity or circumstance, is for any reason held invalid, the remainder of the ordinance, or the application of the provisions to other persons, entities or circumstances, is not affected.

Section 8 Emergency Clause. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health, safety and property and for the immediate support of city government and its existing institutions, shall be effective immediately upon its passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Draft Date: Monday, September 16, 2013

Mayor

Date

Effective Date

ORDINANCE NO. C-35037

An ordinance relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers; amending SMC sections 1.05.170 and 4.04.020; adopting a new section 8.02.0233 to chapter 8.02 SMC; adopting new chapters 10.49 and 10.50 to Title 10 SMC and new chapter 17C.347 to Title 17C of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, since 1970, federal law has prohibited the manufacture and possession of marijuana as a Schedule I drug, based on the federal government's categorization of marijuana as having a "high potential for abuse, lack of any accepted medical use, and absence of any accepted safety for use in medically supervised treatment." *Gonzales v. Raich*, 545 U.S. 1, 14 (2005), Controlled Substance Act (CSA), 84 Stat. 1242, 21 U.S.C. 801 et seq; and

WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998, and now codified as chapter 69.51A RCW, created an affirmative defense for "qualifying patients" to the charge of possession of marijuana (cannabis); and

WHEREAS, the intent of Initiative 692 was that qualifying "patients with terminal or debilitating illnesses who, in the judgment of their physicians, would benefit from the medical use of marijuana, shall not be found guilty of a crime under state law,"(RCW 69.51A.005), but that nothing in the law "shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of marijuana for non-medical purposes" (RCW 69.51A.020); and

WHEREAS, the Washington State Legislature passed ESSSB 5073 in 2011, which provides that a qualifying patient or his/her designated care provider are presumed to be in compliance, and not subject to criminal or civil sanctions/penalties/consequences, if they possess no more than fifteen (15) cannabis plants, no more than twenty-four (24) ounces of usable cannabis (other qualifications apply); and

WHEREAS, on April 29, 2011, former governor Christine Gregoire vetoed all of the provisions of E2SSB 5073 relevant to medical marijuana dispensaries that would have provided the legal basis for legalizing and licensing medical cannabis dispensaries, processing facilities and production facilities, thereby making these activities illegal but left the provisions relating to cultivation of marijuana for medical use by qualified patients individually and in collective gardens; and

WHEREAS, RCW 69.51A.085 permitted qualifying patients "to create and participate in collective gardens for the purpose of producing, processing, transporting, and delivering cannabis for medical use," provided no more than ten qualifying patients

participate, a collective garden does not contain more than fifteen (15) *plants per patient up to a total of forty five (45) plants per garden, and the garden does not contain more than twenty four (24) ounces of useable cannabis per patient and up to a total of seventy two (72) ounces of useable cannabis; and*

WHEREAS, under RCW 69.51A.060(1), it is a class 3 civil infraction to display medical cannabis in a manner or place which is open to view of the general public, which would include growing plants; and

WHEREAS, RCW 69.51A.140 authorizes cities to adopt and enforce zoning requirements, business licensing requirements, health and safety requirements, and business taxes pertaining to the production, processing, or dispensing of cannabis or cannabis products within their jurisdictions and that nothing in chapter 181, Laws of 2011 is intended to limit the authority of cities to impose zoning requirements or other conditions upon licensed dispensers, so long as such requirements do not preclude the possibility of siting licensed dispensers within the jurisdiction; and

WHEREAS, pursuant to RCW 69.51A.130, no civil or criminal liability may be imposed by any court on cities, towns, or counties or other municipalities and their officers and employees for actions taken in good faith under chapter 69.51A RCW and within the scope of their assigned duties.

WHEREAS, Initiative Measure No. 502, approved by the voters of Washington State on November 6, 2012, calls for the establishment of a regulatory system licensing producers, processors and retailers of recreational marijuana for adults twenty-one (21) years of age and older, legalizes the possession and private recreational use of marijuana and requires the Washington State Liquor Control Board to adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana; and

WHEREAS, the establishment of additional medical cannabis collective gardens in light of the preclusion of licensed dispensaries created by the veto by former Governor Gregoire of portions of E2SSB 5073 and the pending implementation of Initiative Measure No. 502 by the Washington State Liquor Control Board could create inconsistent and incompatible land use activities and create unanticipated public health, safety and welfare concerns; and

WHEREAS, the City of Spokane adopted Ordinance No. 34968 on February 25, 2013, imposing a moratorium on the establishment of medical cannabis collective gardens and licensed dispensaries because of the impact on the public health safety and welfare; and

WHEREAS, the Washington State Liquor Control Board has announced that it will adopt its rules pertaining to the licensing of marijuana producers, processors and retailers by October 16, 2013, with an effective date of November 16, 2013, begin

accepting applications for license types on November 18, 2013 and begin issuing licenses to qualified applicants on December 1, 2013; and

WHEREAS, the City Council conducted a public hearing on April 15, 2013 as required by Ordinance No. C-34968 to take public testimony regarding the establishment of the moratorium; and

WHEREAS, the City Council and the City Plan Commission held a joint meeting on May 16, 2013 to discuss the implementation of the work plan called for in the Ordinance No. C-34968 establishing the moratorium; and

WHEREAS, the City Plan Commission held a workshop on July 10, 2013 to review this proposed interim ordinance; and

WHEREAS, the City Council has studied the land use impacts collective gardens and state-licensed marijuana producers, processors and retailers and has now prepared this ordinance to address these impacts; and

WHEREAS, on July 15, 2013, the City Council held a public hearing on Ordinance No. C-35008, regarding interim regulations relating to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processor and retailers; and

WHEREAS, Ordinance C-35008 was passed by the City Council on July 15, 2013 establishing interim regulations for a ninety (90) day period and repealing the prior moratorium established in Ordinance No. C-34968; and

WHEREAS, the City Plan Commission held a public hearing on September 11, 2013 regarding the adoption of a permanent ordinance regarding to marijuana use, medical cannabis collective garden regulatory licensing and state-licensed marijuana producers, processors and retailers and subsequently adopted recommendations to the City Council regarding the ordinance; and

WHEREAS, the City Council finds that it is necessary to adopt this ordinance in order to avoid unanticipated negative impacts on the community and the public health, safety and welfare associated with medical cannabis collective gardens and state-licensed marijuana producers, processors and retailers; and

WHEREAS, State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on August 26, 2013 for the proposed ordinance with the public appeal period for the SEPA determination ended on September 10, 2013; and

WHEREAS, the City Council finds that the regulatory licensing requirements established by this ordinance are necessary for the immediate preservation of the public

peace, health or safety and for the immediate support of city government and its existing public institutions; -- Now, Therefore;

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 10.49 to Title 10 SMC to read as follows:

Chapter 10.49
Medical Cannabis Collective Garden Regulatory License

Sections:

10.49.010	Findings
10.49.020	Purpose
10.49.030	Definitions
10.49.040	License Required
10.49.050	Application, Transfer and Renewal
10.49.060	Medical Cannabis Collective Garden Requirements
10.49.070	Violation
10.49.080	Nuisance Abatement

10.49.010 Findings

The city council adopts the preamble to this ordinance as findings to support this chapter and further finds that nothing in this chapter 10.49 SMC shall be construed to supersede Washington state or federal law pertaining to the acquisition, possession, manufacture, sale or use of cannabis for nonmedical purposes. Nothing in this chapter 10.49 SMC shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of cannabis for nonmedical purposes.

10.49.020 Purpose

The purpose of this medical cannabis collective garden regulatory license chapter is to mitigate potential impacts of medical cannabis collective gardens as authorized under chapter 69.51A RCW on nearby properties and to promote the public health, safety welfare through coordinated implementation of zoning and licensing regulations of medical cannabis collective gardens under chapter 69.51A RCW.

10.49.030 Definitions

Definitions established in chapters 69.50, 69.51, and 69.51A RCW and chapter 314-55 WAC are incorporated by reference in this chapter, including the following definitions:

- A. "Collective garden" means those gardens authorized under RCW 69.51A.085, which allows qualifying patients to assume responsibility for acquiring and

supplying the resources required to produce and process cannabis for medical use.

- B. "Designated provider" shall have the definition as provided in RCW 69.51A.010(1) as currently states or as may be amended.
- C. "Marijuana" shall have the definition as provided in RCW 69.50.101(s) as currently states or as may be amended.
- D. "Marijuana processor" shall have the definition as provided in RCW 69.50.101(t) as currently states or as may be amended.
- E. "Marijuana producer" shall have the definition as provided in RCW 69.50.101(u) as currently states or as may be amended.
- F. "Marijuana retailer" shall have the definition as provided in RCW 69.50.101(w) as currently states or as may be amended.
- G. "Qualified patient" shall have the definition as provided in RCW 69.51A.010(4) as currently states or as may be amended.

10.49.040 License Required

- A. No person may operate a medical cannabis collective garden without first obtaining a medical cannabis collective garden regulatory license under this chapter.
- B. The medical cannabis collective garden regulatory license is a class II license as provided in chapter 4.04 SMC.
- C. Anyone operating a medical cannabis collective garden pursuant to chapter 61.59A RCW is required to have a license or permit issued under this chapter. A medical cannabis collective garden ~~((lawfully existing))~~ **legally operating** prior to the ~~((adoption of chapter 10.49 SMC))~~ **enactment of this ordinance** shall have thirty days to submit an application for the medical cannabis collective garden regulatory license as required by this chapter.
- D. The requirement to obtain a medical cannabis collective garden regulatory license or a business **registration** ~~((license))~~ or to comply with the regulatory and land use zoning provisions of this chapter and chapter 17C.347 RCW shall not apply to a medical cannabis collective garden that:
 - 1. meets the definition and provisions of RCW 69.51A.085,
 - 2. does not operate on a commercial basis,

3. does not engage in any sales,
 4. does not engage in any commercial activity, including any type of advertising, ~~((and))~~
 5. does not rotate more than five members of the collective garden within a fifteen day period, and
 6. engages only in private, unlicensed, noncommercial production, possession, transportation, delivery, or administration of cannabis for medical use pursuant to RCW 69.51A.025.
- E. The provisions of this chapter do not apply to or affect the legal rights of an ultimate user as authorized under RCW 69.50.101(z)(bb).
- F. The issuance of a medical cannabis collective garden regulatory license under this chapter, or the issuance of any other permit or license by the City, shall not be deemed as approval or permission from the City to engage in any activity deemed illegal under any applicable law, nor shall it constitute a determination by the City that the manufacture, production, processing, retailing possession, transportation, delivery, dispensing, application, or administration of and use of marijuana engaged in by the licensee or permittee is either legal or illegal under state or federal law.

10.49.050 Application, Transfer and Renewal

- A. A medical cannabis collective garden regulatory license issued under this chapter shall be obtained prior to operation of any business activity.
- B. The application is filed and all applicable license fees are paid to the office of taxes and licenses.
- C. The chief of police, or designated license officer, ~~((does))~~ shall not approve the license until the application has been reviewed by the ~~((building))~~ planning and development services department and the fire department ~~((and the planning department))~~ and verification has been provided that all applicable requirements have been complied with. A determination regarding the application shall be completed within thirty days from either the date of the receipt by the city of the complete application, including all necessary forms and affidavits, or thirty days from the date of the public hearing required by SMC 10.49.050(L).
- D. The applicant ~~((must))~~ shall provide on the application, the names, dates of birth, addresses and phone numbers for all officers and employees.
- E. The license ~~((must))~~ shall be on display on the premises at all times and shall be available for access by law enforcement during normal business hours.

- F. If all requirements for approval are satisfied, the license shall be issued by the chief of police or designated licensing officer prior to the start of operations.
- G. A license issued under this chapter is not transferable as to person or place.
- H. Renewal of License.
1. Application for renewal ~~((must))~~ shall be made no later than thirty days prior to expiration of the license. A determination on the renewal application shall be completed within thirty days from the date of the receipt by the city of the complete application.
 2. The license renewal application shall only be approved by the chief of police, or designated license officer, following a site inspection and verification by the planning and development services department and fire department ~~((and building department))~~ that all City requirements have been met ~~((must be complied with))~~.
- I. A medical cannabis collective garden regulatory license may be suspended, revoked or denied if:
1. Any datum furnished on the application is false or is not updated in a timely fashion,
 2. The structure, facility or property ceases to comply with all applicable building, fire and or zoning provisions,
 3. Any condition of the City license or State law has been violated, or
 4. Any provision of this chapter is violated
- J. Any authorized city official may issue a warning order requiring the licensee to correct any condition or practice that presents a threat or hazard to public health or safety.
- K. Authorized city departments may invoke their powers granted under the Spokane Municipal Code to immediately close a facility or business licensed under this chapter if conditions present an imminent threat to public health and safety. The authorized city official shall provide the owner/operator of the facility or business with the appropriate hearing opportunity regarding the closure as well as the opportunity to enter the facility or business subsequent to the closure for purposes of securing his assets and property.
- L. Prior to the issuance of a regulatory license for a medical cannabis collective garden ~~((regulatory license))~~ that was not legally operating prior to the enactment

of this ordinance, the chief of police, or his designee, shall schedule a public hearing to take testimony regarding the issuance of the license. A notice of the hearing on a form prescribed by the City shall be delivered by the applicant to the recorded real property owners and/or taxpayers ~~((business and residential occupants))~~ located within five hundred feet of the premises at least fourteen days prior to the hearing date.

10.49.060 Medical Cannabis Collective Garden Requirements

- A. License Requirements for Operators.
It is unlawful to conduct, operate or maintain a medical cannabis collective garden unless such premises has a current medical cannabis collective garden regulatory license obtained in the manner prescribed in this chapter. "Premises" includes all locations used by a collective garden to grow, store, process, transport, or distribute medical cannabis to its qualified patients.
- B. License Applicant Requirements.
License applicants and all persons who receive wages, fees, donations or compensation of any kind for performing collective garden activities ("operators") shall meet the following requirements:
1. Must be a qualified patient or designated provider of a qualified patient and must upon request by the City, submit valid documentation, or written designation by a qualified patient with that patient's valid documentation and proof of identification deemed acceptable by the ~~((clerk))~~ office of taxes and licenses.
 2. Must be at least eighteen years of age.
 3. ~~((May))~~ Shall have no felony convictions of state or federal laws within the ten years preceding or at any time subsequent to the date of application.
 4. No one with law enforcement or regulatory authority related to medical cannabis collective gardens employed by the City of Spokane shall be permitted to obtain a medical cannabis collective garden regulatory license.
- C. Premises Requirements.
Collective garden premises ~~((must))~~ shall operate in compliance with the following conditions:
1. All premises or vehicles used or operated by the collective garden shall have no greater aggregate quantities of cannabis, cannabis plants or cannabis-containing products than are allowed under RCW 69.51A.085.

2. No more than ten qualifying patients may participate in a single collective garden at any time. A copy of each qualifying patient's valid documentation or proof of registration with the registry established in state law (now or in the future), including a copy of the patient's proof of identity, ((must)) shall be available at all times on the premises of the collective garden.
3. No cannabis from the collective garden may be delivered to anyone other than a qualifying patient participating in the collective garden or that patient's designated provider.
4. No cannabis, cannabis plants or representations of cannabis plants shall be used in signage or advertising or be visible to public view.
5. From a public right of way, there shall be no exterior display of medical cannabis cultivation visible outside of the premises.
6. A collective garden shall be entirely within a permanent enclosed structure with a roof. The structure shall comply with all applicable code requirements.
7. Areas where cannabis is grown, stored or dispensed ((must)) shall be provided with ventilation/air filtration systems so that no odors are detectable off the premises.
8. All premises ((must)) shall comply with the noise control requirements of SMC 10.08D.070.
9. No minors shall be permitted on any collective garden premises unless accompanied by a parent or guardian.
10. Consumption of cannabis, products containing cannabis or alcohol on the premises is prohibited.
11. The premises shall be closed to any distribution of cannabis between the hours of ten p.m. and seven a.m.
12. Any transportation or delivery of cannabis from a collective garden shall be conducted by the garden members or designated provider. ((so that quantities)) Delivery of medical cannabis shall not exceed those quantities allowed by RCW 69.51A.040 ((are never exceeded)). Vehicles used to deliver cannabis may have the name of the collective garden printed on the vehicle along with related identifying information such as an address and phone number. There shall be no depiction of cannabis, cannabis plants or representations of cannabis plants used as signage or advertising on the vehicle.

13. The premises of the medical cannabis collective garden shall be identified on the application and subsequently on the regulatory license by its physical street address regardless of whether the product provided to the members of the collective garden is delivered to the member or if the member receives the product at the collective garden's physical location.
 14. A licensed premise ~~((must))~~ shall have installed on the premises a security and alarm system that is monitored twenty-four hours a day to include a video recording system that monitors production, storage and point of sale areas. All video recordings ~~((must))~~ shall be continuously recorded twenty-four hours a day and ~~((must))~~ shall be kept for a minimum of thirty days on the licensee's recording device. All videos are subject to inspection by the City police department upon request.
- D. Land Use/Zoning Regulations.
Medical cannabis collective gardens shall comply with all applicable zoning and land use regulations set forth in Title 17C SMC.

10.49.070 Violation

- A. This chapter is subject to the administrative provision of chapter 4.04 SMC.
- B. Licensees under this chapter ~~((must))~~ shall comply with all state laws under chapter 69.51A RCW for medical marijuana.
- C. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is permitted to continue constitutes a separate violation.

10.49.080 Nuisance Abatement

In addition to any other available remedy or penalty, any violation of this chapter, is declared to be a public nuisance per se, and may be abated under the applicable provisions of the Spokane Municipal Code and state law.

Section 2. That there is adopted a new chapter 10.50 to Title 10 SMC to read as follows:

Chapter 10.50 State-Licensed Marijuana Producers, Processors and Retailers

Sections:

10.50.010 Marijuana Producer, Processor and Retailer

A marijuana producer, processor or retailer licensed by the state of Washington liquor control board shall be required to comply with all applicable regulations established by the City including, but not limited to, all building and fire code regulations and zoning regulations and shall be required to provide a copy of the state-issued license to the City upon request.

Section 3. That there is adopted a new chapter 17C.347 to Title 17C SMC to read as follows:

Chapter 17C.347

Medical Cannabis Collective Garden or a Retail Outlet for Recreational Marijuana

Sections:

17C.347.010	Purpose
17C.347.020	Description
17C.347.030	Regulations for a Medical Cannabis Collective Garden and State-Licensed Marijuana Producers, Processors and Retailers

17C.347.010 Purpose

This chapter provides zoning standards for the establishment of a medical cannabis collective garden established pursuant to chapter 69.51A RCW and for producer, processor and retailer of recreational marijuana licensed by the state pursuant to chapter 314-55 WAC.

17C.347.020 Description

For the purpose of describing activities and other characteristics of a medical cannabis collective garden or a state-licensed recreational marijuana producer, processor or retailer, the definitions of SMC 10.49.030 are applicable.

17C.347.030 Regulations for a Medical Cannabis Collective Garden and State-Licensed Marijuana Producers, Processors and Retailers

A. City Zoning.

1. A medical cannabis collective garden shall comply with the requirements of SMC 10.49.060.
 - a. No person may conduct business within the City as a medical cannabis collective garden or a facility for delivery of cannabis produced by the garden unless the medical cannabis collective garden or a facility for delivery of cannabis produced by the garden is located within the CC1, CC2, CC3, CB, GC, DTC, DTG, DTU, DTS, LI, HI and PI Zones in accordance with Title 17 SMC. A

medical cannabis collective garden is classified as a Manufacturing and Production land use as described in chapter 17C.190 SMC, Use Category Descriptions. Manufacturing and Production uses are limited as provided in Table 17C.120-1, Table 17C.130-1, and Table 17C.124-1. In Table 17C.122-1, for Center and Corridor Zones, a medical cannabis collective garden is classified as a Limited Industrial land use and is subject to the standards for a Limited Industrial use.

- b. A licensed medical cannabis collective garden or facility for delivery of cannabis produced by the garden may not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The owner or operator of the medical cannabis collective garden shall have the responsibility to demonstrate that the collective garden is not within the one thousand foot perimeter:

i. ~~((any other licensed medical cannabis collective garden operator or delivery site;~~

ii. ~~any marijuana processor, producer or retailer licensed by the Washington State liquor control board;))~~

iii. elementary or secondary school;

iv. playground;

v. recreational center or facility;

vi. child care center;

vii. public park;

viii. public transportation center;

ix. library; or

~~x. any game arcade where admission is not restricted to persons age twenty-one or older ((; or~~

xi. ~~a drug treatment facility certified by the State of Washington)).~~

- c. The prohibition set forth in subsection (1) (a) and (b) above shall not apply to a medical cannabis collective garden legally operating prior to the ~~((effective date))~~ enactment of this ordinance that is

going to convert from a collective garden to a state-licensed retailer.

- d. Medical cannabis cultivation and sale are prohibited as a home occupation and are not considered as an accessory use in residential zones.
- e. Notwithstanding the provisions of chapter 17C.210, an existing collective garden in operation as of the effective date of this chapter shall be brought into full compliance with the provisions of this chapter within one year of the effective date of the ordinance.

2. State-Licensed Marijuana Producers, Processors and Retailers.

- a. No person may conduct business within the City of Spokane as a state-licensed marijuana producer, processor and retailer unless they are located within the CC1, CC2, CC3, CB, GC, DTC, DTG, DTU, DTS, LI, HI and PI Zones in accordance with Title 17 SMC and licensed under this chapter. A state-licensed marijuana producer or processor is classified as a Manufacturing and Production land use as described in chapter 17C.190 SMC, Use Category Descriptions. Manufacturing and Production uses are limited as provided in Table 17C.120-1, Table 17C.130-1, and Table 17C.124-1. In Table 17C.122-1, for Center and Corridor Zones, a state-licensed marijuana producer or processor is classified as a Limited Industrial land use and is subject to the standards for a Limited Industrial use. A state-licensed marijuana retailer is classified as a Retail Sales and Service land use as described in chapter 17C.190 SMC, Use Category Descriptions. In Table 17C.122-1, for Center and Corridor Zones, a state-licensed marijuana retailer is classified as a Commercial land use and is subject to the standards for a Commercial use.
- b. A state-licensed marijuana producer, processor and retailer may not be located within one thousand feet of the perimeter of the grounds of any of the following entities. The owner or operator of the state-licensed marijuana producer, processor and retailer shall have the responsibility to demonstrate that the state-licensed marijuana producer, processor and retailer is not within the one thousand foot perimeter:
 - i. elementary or secondary school;
 - ii. playground;
 - iii. recreational center or facility;

- iv. child care center;
 - v. public park;
 - vi. public transportation center;
 - vii. library; or
 - viii. any game arcade where admission is not restricted to persons age twenty-one or older.
- B. Waste products ~~((must))~~ shall be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.
- C. Measurement.
- 1. The measurement of the separation distance in subsection A.1.b ~~((1)(c))~~ and A.2.b ~~((2)(b))~~ above shall be measured along the most direct route over or across established public walks, streets, or other public passageway between the proposed building/business location of the production and processing facility, retail outlet or collective garden to the perimeter of the grounds of the entities listed in subsection A(1)(b) and A(2)(b). ((taken in a straight line from the point on the property line of the protected uses specified in subsection (1)(c) and (2)(b) above closest to the production and processing facility, collective garden or retail outlets to the nearest physical point of the tenant space or structure housing a production or processing or retailer outlet or collective garden.))
 - 2. A protected use specified in subsection A(1)(b) and A(2)(b) ~~(1)(c) and (2)(b)~~ above shall not benefit from the separation requirements of this subsection if the use chooses to locate within the required separation distance from a lawfully located production or processing facility, collective garden or retailer outlet.

Section 4. That SMC section 1.05.170 is amended to read as follows:

1.05.170 Penalty Schedule – Business Regulations

- A. For each subsequent violation by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

SMC 1.05.170 PENALTY SCHEDULE – BUSINESS REGULATIONS		
Infraction		Violation Class
General		
SMC 4.04.020	Engaging in licensed activity without license	2
SMC 4.04.060	Failure to display license or insigne	3
SMC 8.01.070 SMC 10.40.020	Engaging in business without registration or itinerant vendor license or permit	1
SMC 8.12.020	No amusement device license, no amusement device operators or owners license	3
SMC 8.12.060	No current list of amusement device locations	3
SMC 10.23A.030(G)	Entertainment facility establishment operator/owner	1
SMC 10.25.010	Pruning, planting, or removing a public tree without a license	1
SMC 10.29.010(A)	Conducting an improper blasting operation	1
SMC 10.29.030	Heating mechanic	1
SMC 10.29.060(A)	Providing fire equipment service without Spokane Fire Department registration	1
SMC 10.34.020	Own, operate for-hire vehicle	2
SMC 10.34.110(D)	Owner of for-hire vehicle, allowing a non-licensed for-hire driver to operate his or her vehicle	1
<u>SMC 10.49.040</u>	<u>Owning, operating or maintaining a medical cannabis collective garden</u>	<u>1</u>
SMC 10.41A.040	Special police officer	2
SMC 10.45.040	Deal in used goods	2
SMC 10.48.050	Failure to register alarm system	2
SMC 10.48.170	Unlawful use of a security alarm system	3
SMC 13.02.0204	Solid waste collection or disposal	2
SMC 17G.010.100(C)(3)	Sewer installation	1

Fireworks		
SMC 10.33A.020(A)(2)	Conducting public display without a permit	Up to \$1,000
SMC 10.41A.040	Employ non-commissioned special police officer	3
SMC 10.41A.090	Violation of code by special police officer	1
Fire Code		
IFC 105.6.14 Chapter 33 IFC Chapter 10.33A SMC SMC 17F.080.060	Manufacture, storage, use, sale, handling of blasting agents, explosives without proper permit	1
IFC 105.6 IFC 105.7 SMC 17F.080.060	Conducting regulated code activities, operations, functions without permit	2
IFC 105.6.41	Conducting spraying or dipping application of flammable or combustible finishes (liquids or powders) for floor finishing or surfacing operations without a permit	2
IFC 2703.3	Unauthorized release, discharge of flammable, combustible liquids, petroleum waste products	1
SMC 15.01.500	Fail to comply with notice and order under Commute Trip Reduction Program	2
SMC 15.03.030	Fail to comply with requirement of posting restaurant's smoking designation	2

Section 5. That SMC section 4.04.020 is amended to read as follows:

4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
 1. peddling merchandise, and

2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
 2. keeping of animals;
 3. building relocation;
 4. certain contracting;
 5. commercial use and sale of fireworks;
 6. private or special police;
 7. dealing in used goods; ~~(and)~~
 8. operating for-hire vehicles. The for-hire license shall be issued by the City of Spokane taxes and licenses division to coincide with the issuance of the business registration through the Washington State business license service. The for-hire license will have the same renewal date as the business registration; and
 9. owning, operating or maintaining a medical cannabis collective garden pursuant to chapter 61.59A RCW.
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
1. moving buildings;
 2. operating cable television;
 3. certain contracting;
 4. collecting garbage or commercial recyclables (SMC 13.02.0204);
 5. distributing natural gas;
 6. maintaining mechanical newspaper vendors;

7. parades, special events, and demonstrations;
8. operating telephone and telegraph equipment;
9. operating sidewalk cafes; and
10. doing commercial tree work.

Section 6. That there is adopted a new section 8.02.0233 to chapter 8.02 SMC to read as follows:

8.02.0233 Medical Cannabis Collective Garden Regulatory License

The fee for a medical cannabis collective garden regulatory license under SMC 10.49.040 is two hundred and fifty dollars to support the regulatory program.

Section 7. Severability. If any provision of this ordinance, or its application to any person, entity or circumstance, is for any reason held invalid, the remainder of the ordinance, or the application of the provisions to other persons, entities or circumstances, is not affected.

Section 8 Emergency Clause. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health, safety and property and for the immediate support of city government and its existing institutions, shall be effective immediately upon its passage.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Draft Date: Friday, September 13, 2013

Effective Date

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

09/23/2013

<u>Date Rec'd</u>	DocDate
<u>Clerk's File #</u>	RES 2013-0067
<u>Renews #</u>	

<u>Submitting Dept</u>	COMMUNITY, HOUSING & HUMAN	<u>Cross Ref #</u>	RES 2012-0070
<u>Contact Name/Phone</u>	SHEILA MORLEY 6052	<u>Project #</u>	RES 2007-0115
<u>Contact E-Mail</u>	SMORLEY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1680 WARMING CENTERS FOR THE HOMELESS P&P AMENDMENT		

Agenda Wording

Amendment to the Resolution 2007-0115 Plan for Emergency Expansion of Warming Centers for the Homeless. The proposed resolution would redefine the activation criteria, modify the payment to agencies, and make procedures align with the current system.

Summary (Background)

The Warming Center Program was implemented in 2006 and reduces the risk of prolonged exposure to extreme cold weather by providing safe sheltered space to unsheltered homeless individuals and families during the particularly high risk times. The proposed changes would better protect this vulnerable population. An increase of activations and costs would result from the proposed changes. The increased cost has no impact on the 2013 budget and the proposed 2014 budget supports the added expense.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	# BudgetAccount3	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLARD, JERRIE	<u>Study Session</u>	PCED 9/9/13
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	BURNS, BARBARA	jchaffins	
<u>For the Mayor</u>	SANDERS, THERESA	smorley	
<u>Additional Approvals</u>		Jallard	
<u>Purchasing</u>		mhughes	
		mlesesne	

RESOLUTION NO _____

A resolution amending the City of Spokane's plan for operating emergency warming centers for homeless.

WHEREAS, extremely cold weather creates a dangerous situation for the homeless and greater demands on the services provided homeless shelters, as well as other providers of services to low-income and homeless individuals and families; and

WHEREAS, the City on October 22, 2007 adopted resolution 2007-0115 updating the City of Spokane's plan for operating emergency warming centers for homeless; and

WHEREAS, it has been determined that a change in the activation criteria is necessary in order to better serve homeless families and individuals during periods of extreme weather; -- Now, Therefore,

BE IT RESOLVED BY THE city council for the City of Spokane that:

1. The City of Spokane shall continue support services to the homeless during periods of extreme weather conditions.
2. The city council amends its current plan for operating emergency warming centers for homeless as follows:

Warming center(s) will be activated when temperatures are predicted to be twenty ~~((fifteen))~~ degrees Fahrenheit (20° F) ~~((15° F))~~ or less and designated shelter space was at ninety percent (90%) capacity the previous night. (Predictions of the *National Weather Service's Spokane Forecast Office* disseminated within twenty-four (24) hours of the anticipated inclement weather will be used exclusively).

Unaccompanied Youth — Unaccompanied Youth — The Community, Housing and Human Services Director reserves the right to activate, if needed. ~~((Emergency expansion of space for unaccompanied youth will be triggered when:~~

1) temperatures meet the criteria; and

2) the Crosswalk shelter is at capacity.))

3. The City's Community, Housing and Human Services Department policy regarding warming centers shall be revised to reflect these changes in activation and procedure.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE DEPARTMENT POLICY AND PROCEDURE	DEPT 1540- <u>13 ((12))</u> -01
TITLE EMERGENCY EXPANSION OF COLD WEATHER WARMING CENTERS FOR THE HOMELESS EFFECTIVE DATE November 21, 2005 REVISION EFFECTIVE DATE: ((<u>August 27, 2012</u>))	

1.0 GENERAL

- 1.1 The Emergency Expansion of Warming Centers for the Homeless plan is intended to create a coordinated and highly efficient community response to the needs of homeless during periods of extremely cold weather.

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 policy shall apply to the Community, Housing and Human Services Department.

3.0 REFERENCES

City of Spokane Resolution 05-127
City of Spokane Resolution 07-115
City of Spokane Resolution 07-143
City of Spokane Resolution 09-025

4.0 DEFINITIONS

- 4.1 "Cold Weather Watch Period" is the period of time November 1st through the last day of February of each year. The Community, Housing and Human Services Director or his/her designee may activate the Warming Center Program at the director's discretion prior to and/or after the official Cold Weather Watch Period, weather warranting.

- 4.2 “Warming Center” shall mean a building which is not designated for lodging and is operated for the purpose of sheltering the homeless from the elements for brief intervals during any twenty-four (24) hour period.

5.0 POLICY

- 5.1 During the cold weather watch period, the City shall assist the community with activation of the emergency expansion of warming centers to respond to the needs of the homeless during periods of extremely cold weather.

5.2 Activation.

- 5.2.1 Warming center(s) will be activated when temperatures are predicted to be twenty ((fifteen)) degrees Fahrenheit (20° F) (((15° F))) or less and designated shelter space was at ninety percent (90%) capacity the previous night. (Predictions of the *National Weather Service’s Spokane Forecast Office* disseminated within twenty-four (24) hours of the anticipated inclement weather will be used exclusively).

- 5.2.2 Activation of warming centers will be for a twenty-four (24) hour period. Should extreme weather result in continuous activation for six (6) or more days, warming centers may request supplemental reimbursement to reduce the burden of maintaining ongoing services, and the City may, as funds allow, reimburse warming centers for additional expenses.

6.0 PROCEDURE

6.1 Certification to Become Warming Centers.

- 6.1.1 Warming centers will be certified annually.

- 6.1.2 The Warming Center Committee, consisting of representation from the Spokane Homeless Coalition and relevant City advisory boards, shall, on an annual basis, review applications and recommend to the Community, Housing and Human Services Director the centers to be certified.

- 6.1.3 The Community, Housing and Human Services Department shall issue a certification of qualifying as a warming center.

- 6.1.4 A modified certification process will be used for previously certified centers.

6.2 Activation of the Plan for Emergency Expansion of Homeless Warming Centers

6.2.1 When temperatures are expected to dip, facilities will be monitored and when they are at capacity, an emergency expansion will be triggered for the subpopulation served by the facilities

a. Individual Men — Emergency expansion of space for individual men will be triggered when:

- 1) temperatures meet the criteria, and
- 2) the House of Charity shelter beds are at capacity(; and
- 3) space is needed for men ineligible for Union Gospel Mission services)).

b. Individual Women — Emergency expansion of space for individual women will be triggered when:

- 1) temperatures meet the criteria; and
- 2) the Hope House shelter beds are at capacity(; and
- 3) space is needed for women ineligible for Union Gospel Mission services)).

c. Unaccompanied Youth — The Community, Housing and Human Services Director reserves the right to activate, if needed. ((Emergency expansion of space for unaccompanied youth will be triggered when:

- 1) temperatures meet the criteria; and
- 2) the Crosswalk shelter is at capacity.))

d. Families — Emergency expansion of space for families will be triggered when:

- 1) temperatures meet the criteria, and
- 2) the shelter beds managed through the Homeless Families Coordinated Assessment Program are at capacity. ((at Family Promise Spokane, Salvation

~~Army, St. Margaret's, Union Gospel Mission and SNAP are at capacity, or space is needed for families ineligible for existing emergency shelters.))~~

6.3 Spokane Homeless Coalition

6.3.1 The Spokane Homeless Coalition is a voluntary organization, as such, its leadership will be invited to designate a representative to respond to media on general requests for information about homelessness and homeless serving organizations.

6.4 The Community, Housing and Human Services Department shall:

6.4.1 Establish minimum standards for operation and a pre-qualification process for warming centers.

6.4.2 Annually, establish a contract with each designated warming center specifying requirements and reimbursement rates.

6.4.3 Either internally or by an outside contract, monitor weather predictions and homeless shelter capacity during the Cold Weather Watch Period:

a. Check each morning, Monday thru Friday, and weekends as deemed prudent, the weather forecast for the next twenty-four (24) hours to see if temperature is predicted drop to twenty ~~((fifteen))~~ degrees Fahrenheit (20° F) ~~((15° F))~~ or less.

b. When weather is predicted to be twenty ~~((fifteen))~~ degrees Fahrenheit (20° F) ~~((15° F))~~ or less, check with shelters and/or coordinated assessment program to determine whether their beds were full the previous night.

c. If beds for a certain population were at ninety percent (90%) capacity the previous night, i.e. women, then will contact the designated warming center for that population to request that the warming center be open.

d. Email daily notices of the list of warming centers to be opened to contact list for warming center notification.

6.4.4 Maintain contact lists:

a. Maintain a list of the certified warming centers with the names of their contact person and contact number.

- b. Maintain a contact list for warming center notifications, which will include contacts for the Spokane Homeless Coalition Interagency Outreach Team, social service organizations, police and fire departments, homeless-servicing organizations and media.
- c. Maintain Spokane Homeless Coalition leadership media contact person, if designated, and refer media to that person.

6.4.5 Activate the warming centers when conditions are as specified.

6.4.6 Reimburse the designated warming center(s) for expenses for days they open at the request of the City.

7.0 RESPONSIBILITIES

Community, Housing and Human Services Director or designee shall administer this policy.

8.0 APPENDICES

None

APPROVED BY:

City Attorney

Date

Director, ((Human Services))
Community, Housing and Human Services

Date

Director,
Community and Neighborhood Services

Date

BRIEFING PAPER

City of Spokane

PCED Committee

Community, Housing and Human Services Department

Warming Center Program, Amendment to Department Policies and Procedures

September 9, 2013

Subject

The proposed resolution contains amendments to the current Community, Housing and Human Services department Warming Center policies and procedures.

Background

In 2006, the Community, Housing and Human Services Department officially launched the Warming Center program. The purpose of the program is to reduce this risk of prolonged exposure to extreme cold weather by providing funding for designated temporary areas where homeless individuals and families can warm themselves during these particularly high risk times, and when no emergency shelter beds are available. Being homeless is far from a safe environment; however the risk to these vulnerable citizens' health and well-being is exacerbated during times of extreme cold weather. The Community, Housing and Human Services Department is the program administrator and the central point of contact between the Warming Centers and the City. The Department is responsible for monitoring the weather and shelter capacity along with notifying warming centers of activation. The department will offer a RFP in September 2013 for the 2013/2014 warming center season service contracts.

The Following changes to the Warming Center policies and procedures are recommended and included in the proposal:

- Modify activation criteria from activation when temperatures are predicted to be fifteen degrees Fahrenheit (15 F) or less to activation when temperatures are predicted to be twenty degrees Fahrenheit (20 F) or less.
- Adjust the independent youth facility from an automatic activation to an as needed activation. Since the program was implemented in 2006, the City has contracted with an agency to provide a warming center for unaccompanied youth. The warming center for this population has never been activated.
- Payment to agencies will be modified from a reimbursement by activation to a fixed contract amount based on the historic volume served by sub population. This change is a service improvement because it provides the opportunity for one agency to serve multiple populations in one location, under certain restrictions.
- Update the policy to correct the Department name and make procedures align with the current system.

These amendments are based on feedback from current and previous warming center providers and a 6/14/13 public meeting. The proposed amendments are supported by the Warming Center Committee.

Impact

Adoption of the proposed changes to the activation criteria and contracting procedure will results in an increase number of activations and cost. The proposed 2014 warming center budget supports this added expense.

Action

The CHHS Department is seeking City Council approval of the proposed amendment. It is the Departments our goal to have contracts in place by October 15, 2013.

Funding

Community, Housing and Human Services General fund

\$28,000

For further information contact: Sheila Morley 625-6052

8/28/2013

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

RES 2013-0068

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

GARY NELSON 625-6678

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0370-SET FORMATION HEARING-CENTRAL AVENUE

Cross Ref #**Project #**

2013114

Bid #**Requisition #****Agenda Wording**

Setting LID #2013114 Formation Hearing before the Hearing Examiner for October 22, 2013 at 3:30 PM for the Street, Storm and Water Improvements of Central Avenue, Columbia Avenue, Joseph Avenue from Freya Street to Myrtle Street and

Summary (Background)

This department has received a valid petition requesting the formation of this LID. The petition represents 56.77% of the property owners within the assessment district.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

QUINTRALL, JAN

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

areid@spokanecity.org

Purchasing

rriedinger@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Sycamore Street, Julia Street, Myrtle Street from Joseph Avenue to Central Avenue.

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

BACKGROUND, continued:

Estimated Cost of Improvement	\$ 2,214,448.02
Engineering Fee	664,334.41
City Clerk	256.59
City Treasurer	6,300.00
Accounting	21,173.36
Interest	144,902.39
Bonds	2,985.00
Attorney's Fee	29,822.94
Estimated Project Sales Tax	<u>14,819.58</u>
	\$ 3,099,042.29
 Ten-Year Street Bond	 1,110,844.98
 Net Assessment to Property Owners	 \$ 1,988,197.31

There are no outstanding L.I.D. assessments.

ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2013114

Description of the assessment district for:

**Street Improvements in Central Avenue, Columbia Avenue, & Joseph Avenue
from Freya Street to Myrtle Street and Sycamore Street, Julia Street, & Myrtle
Street from Joseph Avenue to Columbia Avenue**

-
All that property described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
10 – 14 & a portion of 9	10	Columbia Addition
8 – 14	11	Columbia Addition
9 – 16	12	Columbia Addition
1 – 18	13	Columbia Addition
1 – 14	14	Columbia Addition
1 – 5, 10 – 14, & a portion of 6 & 9	15	Columbia Addition
1 – 5, 10 – 14, & a portion of 6 & 9	16	Columbia Addition
1 – 14	17	Columbia Addition
1 – 18	18	Columbia Addition
1 – 9	19	Columbia Addition
1 – 7	20	Columbia Addition
1 – 5 & a portion of 6	21	Columbia Addition
1 – 3 & 8 – 10	1	Hillyard Acres Tract

Situated in the **NE** Quarter of Section **34**, Township **26**, Range **43** East of the
Willamette Meridian.

End of Description.

By: MBM

Date: May 31st, 2013

Checked: _____

Date: ___/___/___

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE	PROJECT DESCRIPTION
2013114 LID	CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

PBWK FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE	
2013114 LID	CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE	STREET WATER	STORM

ESTIMATED COST OF IMPROVEMENT.....\$ 2,214,448.02

DESIGN AND INSPECT EXPENSE.....\$ 664,334.41
CITY CLERK EXPENSE.....\$ 256.59
TREASURER EXPENSE.....\$ 6,300.00
ACCOUNTING EXPENSE.....\$ 21,173.36
INTEREST EXPENSE.....\$ 144,902.39
BONDS EXPENSE.....\$ 2,985.00
LEGAL EXPENSE.....\$ 29,822.94
ESTIMATED PROJECT SALES TAX.....\$ 14,819.58

TOTAL ESTIMATED PROJECT COST.....\$ 3,099,042.29

STREET BOND 2004.....\$ 623,438.07
DIFER % AMT W/THE ST BOND 04.....\$ 487,406.91

TOTAL ESTIMATED NET PROJECT ASSESSMENT.....\$ 1,988,197.31

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013114 LID		CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE		
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1207 / 36341.1207	COLUMBIA ADD L13TO16B12	N 5925 MYRTLE ST	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS
TOMBARI LAND RESERVE, LLC		TOMBARI, W A	50,314.96	
S 4102 REGAL STE 202		E 2720 SINTO AVE		DRIVEWAY 1,206.89
SPOKANE WA 99223		SPOKANE WA 99202-3659USA		WATER MAIN 8,394.46
				WATER SERVICE 3,425.93
				TOTAL ASSESSMENT
				63,342.24
6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1301 / 36341.1301	COLUMBIA ADD ALL L1;E35 FT L2 B13	N 5823 MYRTLE ST	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS
MCMAHON, W C & J		MCMAHON, W C & J	5,533.59	
PO BOX 27		PO BOX 27		DRIVEWAY 254.72
CHATTAROY WA 99003-0027USA		CHATTAROY WA 99003-0027USA		SYCA, JULIA, MYRTLE 14,341.72
				WATER MAIN 2,265.76
				TOTAL ASSESSMENT
				22,395.79
7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1302 / 36341.1302	COLUMBIA ADD W15FT L2; ALL L3 B13	E 3832 CENTRAL AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS
GOETZ, SUMMER R		GOETZ, SUMMER R	12,798.44	
E 902 COOPER LN		E 902 COOPER LN		DRIVEWAY 506.77
COLBERT WA 99005-9821		COLBERT WA 99005-9821		SYCA, JULIA, MYRTLE 2,554.87
				WATER MAIN 2,414.34
				TOTAL ASSESSMENT
				18,274.42
8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1304 / 36341.1304	COLUMBIA ADD L10 THUR 12 B13	E 3807 COLUMBIA AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS
BRIKON LLC		BRIKON, LLC	23,474.55	
PO BOX 6830		PO BOX 6830		DRIVEWAY 382.09
SPOKANE WA 99217-0914		SPOKANE WA 99217-0914		SYCA, JULIA, MYRTLE 16,677.00
				TOTAL ASSESSMENT
				40,533.64
9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1305 / 36341.1305	COLUMBIA ADD L13 THUR L18 B13	E 3917 COLUMBIA AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2013114 LID

CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET
SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BRIKON LLC PO BOX 6830 SPOKANE WA	BRIKON, LLC PO BOX 6830 SPOKANE WA	52,197.81	DRIVEWAY 2,048.83 SYCA, JULIA, MYRTLE 16,677.00 WATER SERVICE 3,425.93	74,349.57

10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1308 / 36341.1308	COLUMBIA ADD LTS 4,5&6 BLK 13	E 3816 CENTRAL AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BERRY, WILLIAM L / BERRY, JOHN W 3612 THORPE RD SPOKANE WA	BERRY, WILLIAM L / BERRY, JOHN W 3612 THORPE RD SPOKANE WA	33,394.89	DRIVEWAY 603.44 WATER MAIN 5,571.55 WATER SERVICE 3,425.93	42,995.81

11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1310 / 36341.1310	COLUMBIA ADD LTS 7,8,9, BLK 13	E 3808 CENTRAL AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HASSEBROEK, F R & J L (TRUST) 880 DEEPWATER DR LAKE HAVASU CIT AZ 86403-2802USA	HASSEBROEK, F R & J L (TRUST) 880 DEEPWATER DR LAKE HAVASU CIT AZ 86403-2802USA	23,474.55	DRIVEWAY 1,228.49 SYCA, JULIA, MYRTLE 16,677.00 WATER MAIN 5,571.55 WATER SERVICE 3,425.93	50,377.52

12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1401 / 36341.1401	COLUMBIA ADD L1 B14	N 5823 JULIA ST	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BAD COP NO DONUT, LLC PO BOX 9247 SPOKANE WA	BAD COP NO DONUT, LLC PO BOX 9247 SPOKANE WA	3,826.50	DRIVEWAY 1,160.85 SYCA, JULIA, MYRTLE 12,922.28 WATER MAIN 1,857.18	19,766.81

13	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1402 / 36341.1402	COLUMBIA ADD L2-3 B14	E 3720 CENTRAL AV	N

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2013114 LID

CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET
SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRAHAM, NOLA G 12227 CASE RD SW OLYMPIA WA 98512	GRAHAM, NOLA G 12227 CASE RD SW OLYMPIA WA 98512	19,648.06	DRIVEWAY 796.79 SYCA, JULIA, MYRTLE 3,754.73 WATER MAIN 3,714.36 WATER SERVICE 3,425.93	31,339.87

14	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1403 / 36341.1403	COLUMBIA ADD L4 B14	E 3716 CENTRAL AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
STROMBERG, LOUIS C & LOIS J N 2528 MARKET ST SPOKANE WA 99207-5540USA	STROMBERG, LOUIS C & LOIS J N 2528 MARKET ST SPOKANE WA 99207-5540USA	11,131.63	SEWER SERVICE 4,468.60 WATER MAIN 1,857.18 WATER SERVICE 3,425.93	20,883.34

15	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1404 / 36341.1404	COLUMBIA ADD L5TO7B14	E 3708 CENTRAL AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
STROMBERG, L C N 2528 MARKET ST SPOKANE WA 99207-5540USA	STROMBERG, L C N 2528 MARKET ST SPOKANE WA 99207-5540USA	23,474.55	DRIVEWAY 997.30 SYCA, JULIA, MYRTLE 16,677.00 WATER MAIN 3,714.36	44,863.21

16	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1405 / 36341.1405	COLUMBIA ADD L8 B14	E 3703 COLUMBIA AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FOSTER, ERIC & LISA E 3703 COLUMBIA AVE SPOKANE WA 99217-6512	FOSTER, ERIC & LISA E 3703 COLUMBIA AVE SPOKANE WA 99217-6512	3,826.50	SYCA, JULIA, MYRTLE 12,922.28	16,748.78

17	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1406 / 36341.1406	COLUMBIA ADD L9 B14	E 3707 COLUMBIA AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2013114 LID

CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET
SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FOSTER, ERIC & LISA E 3703 COLUMBIA AVE SPOKANE WA 99217-6512	FOSTER, ERIC & LISA E 3703 COLUMBIA AVE SPOKANE WA 99217-6512	8,733.20	DRIVEWAY 603.44 SYCA, JULIA, MYRTLE 3,507.52	12,844.16
18	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1407 / 36341.1407	COLUMBIA ADD L10-11B14		E 3715 COLUMBIA AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FOSTER, ERIC W E 3703 COLUMBIA AVE SPOKANE WA 99217-6512	FOSTER, ERIC W E 3703 COLUMBIA AVE SPOKANE WA 99217-6512	22,046.48	DRIVEWAY 603.44 SYCA, JULIA, MYRTLE 247.20 WATER SERVICE 3,425.93	26,323.05
19	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1408 / 36341.1408	COLUMBIA ADD L12 B14		E 3719 COLUMBIA AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
FOSTER, ERIC W E 3703 COLUMBIA AVE SPOKANE WA 99217-6512	FOSTER, ERIC W E 3703 COLUMBIA AVE SPOKANE WA 99217-6512	10,914.85	DRIVEWAY 603.44 SYCA, JULIA, MYRTLE 247.20 WATER SERVICE 3,425.93	15,191.42
20	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1409 / 36341.1409	COLUMBIA ADD L13-14 B14		E 3727 COLUMBIA AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
NEVIN SR, WALTER S 3816 SHERMAN ST SPOKANE WA 99203-2733USA	NEVIN SR, WALTER S 3816 SHERMAN ST SPOKANE WA 99203-2733USA	12,559.70	DRIVEWAY 1,002.81 SYCA, JULIA, MYRTLE 16,429.80	29,992.31
21	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1503 / 36341.1503	COLUMBIA ADD L12 B15		E 3619 COLUMBIA AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TOMBARI LAND RESERVE, LLC	MORNIAGLE ETAL, D	10,914.85		15,191.42

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013114 LID		CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE		
S 4102 REGAL STE 202		E 2720 SINTO AVE	DRIVEWAY	603.44
SPOKANE WA	99223	SPOKANE WA 99202-3659USA	SYCA, JULIA, MYRTLE	247.20
			WATER SERVICE	3,425.93
22	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1504 / 36341.1504	COLUMBIA ADD L13-14 B15	E 3633 COLUMBIA AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TOMBARI LAND RESERVE, LLC	TOMBARI, W A	12,559.70		33,018.87
S 4102 REGAL STE 202	S 4102 REGAL STE 202 ST		DRIVEWAY	603.44
SPOKANE WA 99223	SPOKANE WA 99223		SYCA, JULIA, MYRTLE	16,429.80
			WATER SERVICE	3,425.93
23	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1505 / 36341.1505	COLUMBIA ADD LTS 1 THRU 5 & E20' OF LT 6 BLK 15	N 5818 FREYA ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CITADEL CONST CO	CITADEL CONST CO	50,190.46		78,545.48
N 10103 DIVISION 106 ST	N 10103 DIVISION 106 ST		DRIVEWAY	1,400.24
SPOKANE WA 99218-1382USA	SPOKANE WA 99218-1382USA		SYCA, JULIA, MYRTLE	16,677.00
			WATER SERVICE	10,277.78
24	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1507 / 36341.1507	COLUMBIA ADD E20FT LT9 AND ALL LTS10-11 BLK15 EXC FREYA ST	N 5804 FREYA ST	Y
	34631-1507 / 36341.1507	No legal description available	N 5804 FREYA ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HENDREN, MARK F	HENDREN, MARK F	26,715.91		27,161.68
N 6015 COCHRAN ST	N 6015 COCHRAN ST		DRIVEWAY	445.77
SPOKANE WA 99205-7025USA	SPOKANE WA 99205-7025USA			
25	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1602 / 36341.1602	COLUMBIA ADD PT OF L5TO10 B16 ALL L5;L6&9 EXC ST;AL L L10	E 3604 COLUMBIA AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ZARNESKI, JOSEPH	SARNESKI LIVING TRUST	31,555.24		34,959.25
N 5803 FLEMING ST	N 5803 FLEMING ST		DRIVEWAY	803.96
SPOKANE WA 99205-7451USA	SPOKANE WA 99205-7451USA		WATER MAIN	2,600.05

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013114 LID		CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE		
26	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1606 / 36341.1606	COLUMBIA ADD LTS 1&2&13&14 INC VAC ALLEY LYGI NG BETWEEN BLK 16	E 3630 COLUMBIA AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ZARNESKI, JOSEPH		SARNESKI LIVING TRUST	25,119.40	69,687.55
N 5803 FLEMING ST		N 5803 FLEMING ST		
SPOKANE WA 99205-7451USA		SPOKANE WA 99205-7451USA		
			DRIVEWAY	1,991.03
			SYCA, JULIA, MYRTLE	35,436.83
			WATER MAIN	3,714.36
			WATER SERVICE	3,425.93
27	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1607 / 36341.1607	COLUMBIA ADD LTS 11&12 BLK 16	E 3617 JOSEPH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ZARNESKI, JOSEPH		SARNESKI LIVING TRUST	22,222.25	30,428.52
N 5803 FLEMING ST		N 5803 FLEMING ST		
SPOKANE WA 99205-7451USA		SPOKANE WA 99205-7451USA		
			DRIVEWAY	700.11
			SYCA, JULIA, MYRTLE	365.87
			WATER MAIN	3,714.36
			WATER SERVICE	3,425.93
28	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1608 / 36341.1608	COLUMBIA ADD LTS 3 AND 4 BLK 16	E 3618 COLUMBIA AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
THE COUNTRY PLACE, INC		THE COUNTRY PLACE, INC	22,222.25	23,795.01
N 21919 FELSPAR RD		N 21919 FELSPAR RD		
DEER PARK WA 99006		DEER PARK WA 99006		
			DRIVEWAY	1,206.89
			SYCA, JULIA, MYRTLE	365.87
29	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1701 / 36341.1701	COLUMBIA ADD L1-2 B17	N 5725 JULIA ST	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
NEVIN, WALTER O & WANDA M		NEVIN, WALTER O & WANDA M	12,559.70	33,718.99
S 3816 SHERMAN ST		S 3816 SHERMAN ST		
SPOKANE WA 99203-2733USA		SPOKANE WA 99203-2733USA		
			DRIVEWAY	1,303.56
			SYCA, JULIA, MYRTLE	16,429.80
			WATER SERVICE	3,425.93

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013114 LID		CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE		
30	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1702 / 36341.1702	COLUMBIA ADD L3TO6 B17	E 3722 COLUMBIA AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
NEVIN, WALTER O & WANDA M		NEVIN, WALTER O & WANDA M	41,694.54	46,903.36
S 3816 SHERMAN ST		S 3816 SHERMAN ST	DRIVEWAY	1,206.89
SPOKANE WA 99203-2733USA		SPOKANE WA 99203-2733USA	SYCA, JULIA, MYRTLE	4,001.93
31	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1703 / 36341.1703	COLUMBIA ADD L7 B17	N 5724 SYCAMORE ST	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
PRO CUT PARTNERSHIP		PICKEL ETAL, WILBUR D	3,826.50	17,032.30
405 35 RD		PO BOX 6799	DRIVEWAY	283.52
PASCO WA 99301-3122		KENNEWICK WA 99336-0640	SYCA, JULIA, MYRTLE	12,922.28
32	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1707 / 36341.1707	COLUMBIA ADDITION LTS 8, 9 & 10 BLK 17	E 3705 JOSEPH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
HEDLEY, JAMES N & GEORGIA		HEDLEY, JAMES N & GEORGIA	23,474.55	41,455.11
W 6024 VALE LN		W 6024 VALE LN	DRIVEWAY	1,303.56
SPOKANE WA 99208-		SPOKANE WA 99208-	SYCA, JULIA, MYRTLE	16,677.00
33	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1708 / 36341.1708	COLUMBIA ADDITION LTS 11 & 12 BLK 17	E 3715 JOSEPH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
WEISS, DEAN A & CINDY R		WEISS, DEAN A & CINDY R	22,046.48	23,693.91
N 6627 MOORE ST		N 6627 MOORE ST	DRIVEWAY	1,400.23
SPOKANE WA 99208-4839		SPOKANE WA 99208-4839	SYCA, JULIA, MYRTLE	247.20
34	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1709 / 36341.1709	COLUMBIA ADDITION LTS 13 & 14 BLK 17	E 3727 JOSEPH AV	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2013114 LID

CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET
SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
KOOLSTRA ENTERPRISES, LLC PO BOX 9247 SPOKANE WA 99209	KOOLSTRA ENTERPRISES, LLC PO BOX 9247 SPOKANE WA 99209	12,559.70	DRIVEWAY 941.81 SYCA, JULIA, MYRTLE 16,429.80	29,931.31
35	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1801 / 36341.1801	COLUMBIA ADD L1-2-3 B18		N 5717 MYRTLE ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TERRYFOUR, LLC S 4102 REGAL STE 202 SPOKANE WA 99223	TERRYFOUR, LLC S 4102 REGAL STE 202 SPOKANE WA 99223	19,021.90	DRIVEWAY 1,039.75 SYCA, JULIA, MYRTLE 16,677.00 WATER SERVICE 3,425.93	40,164.58
36	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1802 / 36341.1802	COLUMBIA ADD L4T07 B18		E 3828 COLUMBIA AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TOMBARI LAND RESERVE, LLC S 4102 REGAL STE 202 SPOKANE WA 99223	TOMBARI, WM A S 4102 REGAL STE 202 ST SPOKANE WA 99223	44,309.74	DRIVEWAY 1,400.23 SEWER SERVICE 4,468.60 SYCA, JULIA, MYRTLE 247.20 WATER SERVICE 6,851.86	57,277.63
37	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1803 / 36341.1803	COLUMBIA ADD L8-9 B18		E 3806 COLUMBIA AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
AMBROSE, MICHAEL E & PHYLLIS S 1310 LIBERTY DR LIBERTY LAKE WA 99019-9713USA	AMBROSE, MICHAEL E & PHYLLIS S 1310 LIBERTY DR LIBERTY LAKE WA 99019-9713USA	12,559.70	DRIVEWAY 283.52 SYCA, JULIA, MYRTLE 16,429.80	29,273.02
38	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1804 / 36341.1804	COLUMBIA ADD L10T018B18		ADDRESS UNKNOWN	Y

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2013114 LID

CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET
SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
TOMBARI LAND RESERVE, LLC S 4102 REGAL STE 202 SPOKANE WA 99223	TOMBARI, WM A S 4102 REGAL STE 202 ST SPOKANE WA 99223	76,960.19	DRIVEWAY 1,739.87 SEWER SERVICE 4,468.60 SYCA, JULIA, MYRTLE 33,354.01 WATER MAIN 16,083.18 WATER SERVICE 10,277.78	142,883.63

39	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1901 / 36341.1901	COLUMBIA ADD ALL L1; E16.2FT OF L2 B19	N 5621 MYRTLE ST	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
O K PLUMBING E 3818 JOSEPH #D AVE SPOKANE WA 99217-6551USA	OWENS, K A & A/ALLEN, D L & K E 3818 JOSEPH #D AVE SPOKANE WA 99217-6551USA	11,131.63	WATER MAIN 1,857.18	12,988.81

40	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1902 / 36341.1902	COLUMBIA ADD W33.8FT OF L2; ALL L3 B19	E 3910 JOSEPH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
O K PLUMBING E 3818 JOSEPH #D AVE SPOKANE WA 99217-6551USA	OWENS, K A & A/ALLEN, D L & K E 3818 JOSEPH AVE SPOKANE WA 99217-6551USA	18,656.46	DRIVEWAY 700.11 WATER MAIN 3,120.07 WATER SERVICE 3,425.93	25,902.57

41	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1903 / 36341.1903	COLUMBIA ADD L4 B19	E 3902 JOSEPH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
O K PLUMBING E 3818 JOSEPH #D AVE SPOKANE WA 99217-6551USA	OWENS, K A & A/ALLEN, D L & K E 3818 JOSEPH AVE SPOKANE WA 99217-6551USA	11,131.63	WATER MAIN 1,857.18	12,988.81

42	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-1906 / 36341.1906	COLUMBIA ADD L8-9 B19	E 3810 JOSEPH AV	N

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE

PROJECT DESCRIPTION

2013114 LID

CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET
SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SADAT, AHMAD & NAZIFA N 7213 PITTSBURG ST SPOKANE WA 99217	SADAT, AHMAD & NAZIFA N 7213 PITTSBURG ST SPOKANE WA 99217	22,263.26	DRIVEWAY 700.11 WATER MAIN 3,714.36	26,677.73
43	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-1911 / 36341.1911	COLUMBIA ADDITION LTS 5, 6 & 7 BLK 19		E 3818 JOSEPH AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
OWENS, KARL A ETAL E 3818 JOSEPH AVE SPOKANE WA 99217-6551USA	OWENS, KARL A ETAL E 3818 JOSEPH AVE SPOKANE WA 99217-6551USA	33,394.89	DRIVEWAY 1,400.23 WATER MAIN 5,571.55 WATER SERVICE 10,277.79	50,644.46
44	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-2001 / 36341.2001	COLUMBIA ADD L1TO4 B20		N 5626 JULIA ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRISWOLD, DAVID C & NANCY C E 3727 QUEEN AVE SPOKANE WA 99217-6656USA	GRISWOLD, DAVID C & NANCY C E 3727 QUEEN AVE SPOKANE WA 99217-6656USA	44,526.51	WATER SERVICE 3,425.93	47,952.44
45	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-2002 / 36341.2002	COLUMBIA ADD L5 B20		E 3710 JOSEPH AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRISWOLD, DAVID C & NANCY C E 3727 QUEEN AVE SPOKANE WA 99217-6656USA	GRISWOLD, DAVID C & NANCY C E 3727 QUEEN AVE SPOKANE WA 99217-6656USA	11,131.63	WATER SERVICE 3,425.93	14,557.56
46	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
34631-2003 / 36341.2003	COLUMBIA ADD L6 B20		E 3708 JOSEPH AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRISWOLD, DAVID C & NANCY C PO BOX 6321	GRISWOLD, DAVID C & NANCY C PO BOX 6321	11,131.63	DRIVEWAY 603.44	11,735.07

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013114 LID		CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE		
SPOKANE WA	99217	SPOKANE WA	99217	
47	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2004 / 36341.2004	COLUMBIA ADD L7 B20	E 3704 JOSEPH AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRISWOLD, DAVID C & NANCY C E 3727 QUEEN AVE SPOKANE WA	GRISWOLD, DAVID C & NANCY C E 3727 QUEEN AVE SPOKANE WA 99217-6656USA	11,131.63	WATER SERVICE 3,425.93	14,557.56
48	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2112 / 36341.2112	COLUMBIA ADD LTS 1-3 BLK 21 AND N1/2 VAC ALLEY ADJ	E 3624 JOSEPH AV	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
SONNEBORN, DOUGLAS & KAREN B PO BOX 6322 SPOKANE WA	SONNEBORN, DOUGLAS & KAREN B PO BOX 6322 SPOKANE WA 99217-0905USA	33,779.37	DRIVEWAY 254.72 WATER MAIN 5,571.55 WATER SERVICE 3,425.93	43,031.57
49	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2113 / 36341.2113	COLUMBIA ADD ALL LT 4-6 EXC ST BLK 21 & N1/2 VAC ALLEY ADJ	N 5626 FREYA ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
PROUTY, LLC N 5626 FREYA ST SPOKANE WA	PROUTY, LLC N 5626 FREYA ST SPOKANE WA 99217	27,023.49	DRIVEWAY 297.18 WATER MAIN 4,457.24 WATER SERVICE 3,425.93	35,203.84
50	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2902 / 36341.2902	HILLYARD AC TRS N1/2 L1-2 B1	N 5718 MYRTLE ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BRIKON, LLC PO BOX 6830 SPOKANE WA	BRIKON, LLC PO BOX 6830 SPOKANE WA 99217-0914	.00	DRIVEWAY 700.11 SYCA, JULIA, MYRTLE 35,558.79	36,258.90

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

PBWK FILE		PROJECT DESCRIPTION		
2013114 LID		CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM PREYA STREET TO MYRTLE STREET SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE		
51	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2904 / 36341.2904	HILLYARD AC TRS EXC S20FT L3 B1	E 4103 JOSEPH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
NEVER EASY, LLC		NEVER EASY, LLC	.00	6,419.06
E 4103 JOSEPH		E 4103 JOSEPH	SYCA, JULIA, MYRTLE	6,419.06
SPOKANE WA 99217		SPOKANE WA 99217		
52	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2910 / 36341.2910	HILLYARD AC TRS L8 B1	E 4028 CENTRAL AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ZIESMER, RICHARD A		ZIESMER, RICHARD A	.00	7,071.91
N 6207 MARKET		N 6207 MARKET	SYCA, JULIA, MYRTLE	7,071.91
SPOKANE WA 99208		SPOKANE WA 99208		
53	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2911 / 36341.2911	HILLYARD ACRE TRS LT 9 BLK 1	E 4022 CENTRAL AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
BRIKON, LLC		BRIKON, LLC	.00	13,346.99
PO BOX 6830		PO BOX 6830	SYCA, JULIA, MYRTLE	13,346.99
SPOKANE WA 99217-0914		SPOKANE WA 99217-0914		
54	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2912 / 36341.2912	HILLYARD AC TRS L10 B1	E 4018 CENTRAL AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
BRIKON, LLC		BRIKON, LLC	.00	74,302.24
PO BOX 6830		PO BOX 6830	DRIVEWAY	941.81
SPOKANE WA 99217-0914		SPOKANE WA 99217-0914	SEWER SERVICE	8,937.20
			SYCA, JULIA, MYRTLE	57,571.37
			WATER SERVICE	6,851.86
55	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	34631-2913 / 36341.2913	HILLYARD AC TRS S1/2 L1-2 B1 EXC S20FT	N 5708 MYRTLE ST	N

PBWK FILE

PROJECT DESCRIPTION

2013114 LID

CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET
SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
NICE, DWYLA C	NICE, DWYLA C	.00		31,564.66
N 7321 SUTHERLIN ST	N 7321 SUTHERLIN ST		DRIVEWAY 700.11	
SPOKANE WA 99208-4944USA	SPOKANE WA 99208-4944USA		SYCA, JULIA, MYRTLE 30,864.55	

LDRP11
09/10/13 11:37 AM

CITY OF SPOKANE
PUBLIC WORKS DEPARTMENT
***** PRELIMINARY ASSESSMENT ROLL *****

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PBWK FILE

PROJECT DESCRIPTION

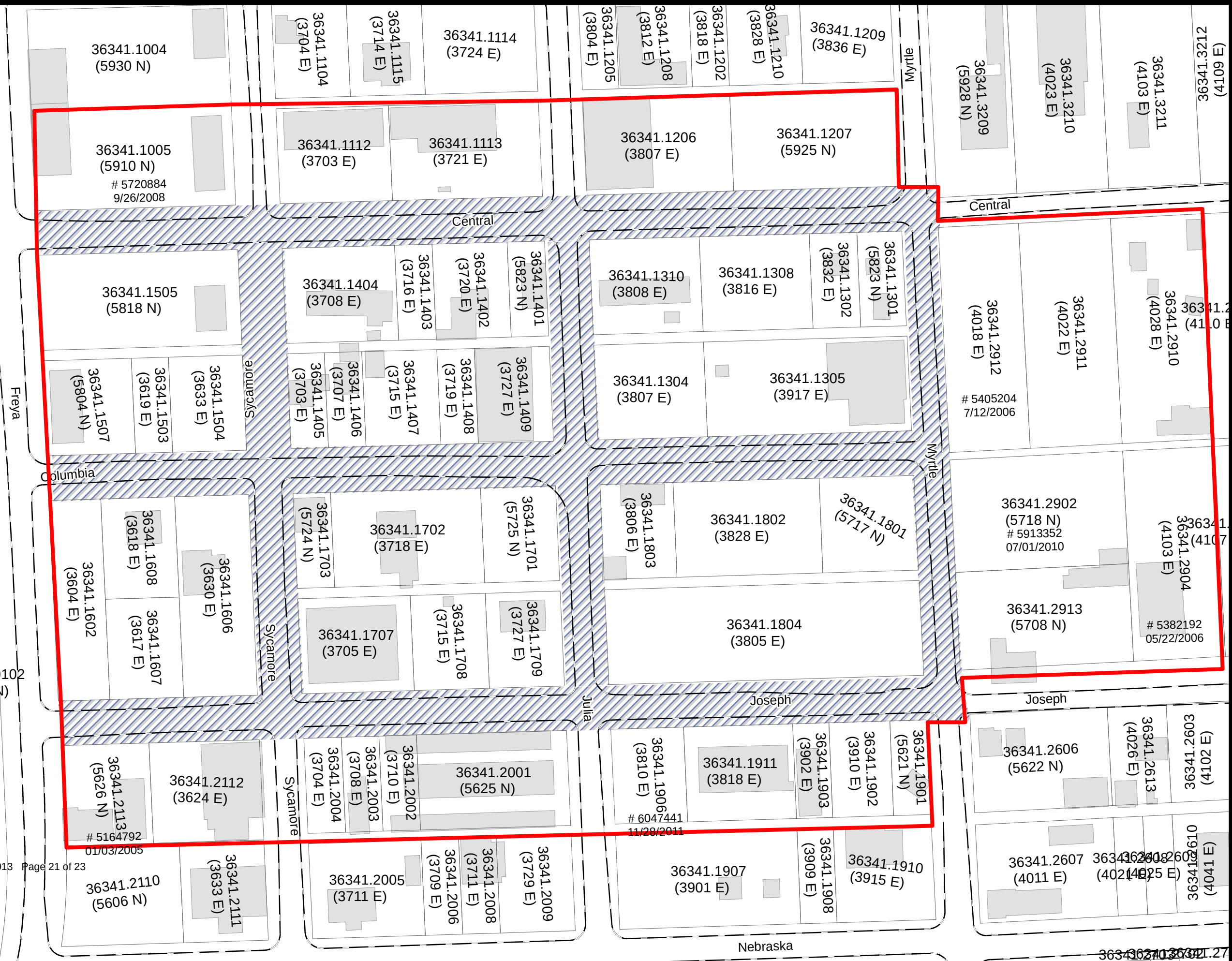
2013114 LID

CENTRAL AVENUE, COLUMBIA AVENUE, JOSEPH AVENUE FROM FREYA STREET TO MYRTLE STREET
SYCAMORE STREET, JULIA STREET, MYRTLE STREET FROM JOSEPH AVENUE TO CENTRAL AVENUE

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
DISTRICT	ZONE TERMINI	ZT
DRIVEWAY	RELATIVE COST	RC
WATER MAIN	RELATIVE SCALER	RS
SYCA, JULIA, MYRTLE	RELATIVE SCALER	RS
SEWER SERVICE	RELATIVE SCALER	RS
WATER SERVICE	RELATIVE SCALER	RS

23

42.0102
07 N)



District Map

Central Avenue Freya to Myrtle

Columbia Avenue
Freya to Myrtle

Joseph Avenue
Freya to Myrtle

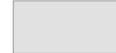
Sycamore Street
Joseph to Central

Julia Street
Joseph to Central

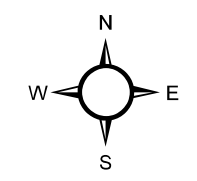
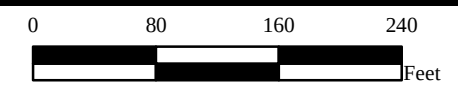
Myrtle Street
Joseph to Central

Print date: 7/30/2013

Legend

-  Building
-  Parcel Edge
-  District Boundary
-  Improvement Area

Hillyard Neighborhood
City Council District 1



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.

RESOLUTION

WHEREAS, In accordance with RCW 35.43, a local improvement may be ordered only by an ordinance of the City Council of the City of Spokane, pursuant to either a resolution or petition therefore; and

WHEREAS, Said resolution must set forth certain information as required by law; -- **NOW, THEREFORE**,

BE IT RESOLVED By the City Council of the City of Spokane that it is the intention of said Council, and such intention is hereby declared, to order **the Street, Storm and Water Improvements of Central Avenue, Columbia Avenue, Joseph Avenue from Freya Street to Myrtle Street and Sycamore Street, Julia Street, Myrtle Street from Joseph Avenue to Central Avenue**

BE IT FURTHER RESOLVED That the nature and territorial extent of said proposed improvement is as stated above.

BE IT FURTHER RESOLVED That the cost and expense of the said improvement is to be borne in whole or in part by the property specially benefited thereby, and the boundaries of the proposed assessment district are particularly described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
10 – 14 & a portion of 9	10	Columbia Addition
8 – 14	11	Columbia Addition
9 – 16	12	Columbia Addition
1 – 18	13	Columbia Addition
1 – 14	14	Columbia Addition
1 – 5, 10 – 14, & a portion of 6 & 9	15	Columbia Addition
1 – 5, 10 – 14, & a portion of 6 & 9	16	Columbia Addition
1 – 14	17	Columbia Addition
1 – 18	18	Columbia Addition
1 – 9	19	Columbia Addition
1 – 7	20	Columbia Addition
1 – 5 & a portion of 6	21	Columbia Addition
1 – 3 & 8 – 10	1	Hillyard Acres Tract

Situated in the **NE** Quarter of Section **34**, Township **26**, Range **43** East of the Willamette Meridian.

BE IT FURTHER RESOLVED That a hearing on the said proposed improvement will be held before the Hearing Examiner of the City of Spokane, in the Second Floor Conference Room, Municipal Building, West 808 Spokane Falls Boulevard, on the **22nd** day of **October, 2013** at **3:30 p.m.**, at which time and place all persons who may desire to object thereto may appear and present such objections, if any they have.

BE IT FURTHER RESOLVED That the City Engineer is directed to submit to the Hearing Examiner at or prior to the time fixed for said hearing the estimated cost and expense of said improvement and a statement of the proportionate amount thereof which should be borne by the property within the proposed assessment district, and a statement of the aggregate actual valuation of the real estate, including twenty-five percent of the actual valuation of the improvements in said district according to the valuation last placed upon it for the purpose of general taxation, together with a diagram or print showing thereon the lots, tracts and parcels of land and other property which will be specially benefited thereby, and the estimated amount of cost and expense of such improvement to be borne by each lot, tract, or parcel of land or other property, together with a statement showing the amount of special assessments outstanding and unpaid on the property within the proposed assessment district. The actual assessments levied for this improvement may vary from the assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

Adopted by the City Council _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

RES 2013-0069

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

CARLY 4527

Project #**Contact E-Mail**

CCORTRIGHT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0680-TASER INTERNATIONAL SOLE SOURCE RESOLUTION

Agenda Wording

A resolution declaring Taser International (SCOTTSDALE, AZ) as the sole source supplier of the AXON Flex camera system, the Evidence.com management system, and the TASER X26Ps AXON flex body camera and the conjoining software.

Summary (Background)

The Use of Force Commission recommended the Spokane Police Department implement a body camera program as well as standardize equipment. SPD will purchase 220 AXON Flex body cameras, 220 TASER X26Ps, and the data management system Evidence.com to store the related body camera videos and TASER usage information from Taser International. The purchase amount totals \$732,655.56 plus applicable tax and shipping.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

CORTRIGHT, CARLY

Study Session

Public Safety 9/16/2013

Division Director

STRAUB, FRANK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

jfranklin

For the Mayor

SANDERS, THERESA

ccortright

Additional Approvals

agolden

Purchasing

mdoval

Contract Accounting

Purchasing

RESOLUTION

A RESOLUTION declaring the joint purchase of the AXON Flex camera system, the Evidence.com data management system, and the TASER X26Ps AXON Flex body camera and conjoining software manufactured by Evidence.com a sole source procurement; and authorizing their purchase from Taser International without public bidding at a cost of \$732,655.56 plus tax and shipping.

WHEREAS, the Spokane Use of Force Commission recommended Spokane Police Department officers utilize body cameras to document citizen interactions, including those that may result in use of force, to enhance public trust in the department; and

CAMERAS

WHEREAS, the AXON Flex body camera is the only camera that offers a thirty (30)-second pre-event recording loop (enables camera to capture video thirty (30) seconds prior to officer activating the system); and

WHEREAS, it is also the only body-worn camera that can be mounted on eye glasses, baseball cap, or uniform epaulet to provide officers more flexibility for video capture as well as capture video from officer viewpoint; and

WHEREAS, it is the only body-worn camera that offers a server-connected upload-recharge cradle system. This system allows an officer to place the camera into the charger and walk-away while the data uploads. Other systems require a manual upload that can take twenty (20) to forty (40) minutes of an officer's shift to download; and

WHEREAS, the AXON Flex is also the only system that allows remote viewing via smart phone or computer. This allows the officer to review the video without downloading; and

WHEREAS, the AXON Flex camera has retina low-light recording that most closely represents and captures what the human eye sees; and

WHEREAS, the cost of the 220 body cameras exceeds the 2013 public bid limit of \$46,500 for the purchase of goods; and

SOFTWARE

WHEREAS, Evidence.com is a hosted data management system that stores the video files from the body cameras, requiring no local infrastructure investment of storage space (servers). Evidence.com allows the videos to be catalogued and

retrieved in a variety of manners (by incident, by location, by officer, etc.) and allows users to create tags or clips of videos to be used in court or other capacities without altering the original file. The system also has redaction capability; this will assist in redacting faces from videos for public disclosure requests; and

WHEREAS, Evidence.com is the only data management system to interface with the Taser AXON Flex body cameras and TASER X26P; and

WHEREAS, Evidence.com is conjoined software for use with the Taser AXON Flex body cameras, which is the City's preferred body camera; and

WHEREAS, Evidence.com is the only data management system that allows for efficient searches and options for redaction that will allow for timely and efficient responses to public records requests; and

WHEREAS, Evidence.com is proprietary software that can only be purchased through Taser International; and

TASERS

WHEREAS, the TASER X26P is an electronic control device that allows an officer to use electrical impulses to incapacitate a non-compliant individual to reduce the risk of injury or harm to both the officer and the individual. The X26P model is all digital and logs all output of the device. This audit log is stored on Evidence.com and can then be linked to the video of the incident in which the X26P was deployed; and

WHEREAS; the TASER X26P interfaces its usage data, such as the time the TASER was armed, the time of trigger pull, the time the TASER was disarmed, the duration of firing time, the battery percentage, and the temperature of the TASER with Evidence.com and the associated video of the incident; and

WHEREAS, the cost of the 220 tasers exceeds the 2013 public bid limit of \$46,500 for the purchase of goods; and

PRICING

WHEREAS, approving the joint purchase of the AXON Flex camera system, the Evidence.com data management system, and the TASER X26Ps without public bidding will save the City of Spokane \$488,534 over the individual market price of \$1,285,934 for these items if purchased separately; and

WHEREAS, the price of the X26P tasers is the same as the Washington State contract, but because the City is buying the AXON Flex body cameras and conjoining software (Evidence.com), the City is receiving significant discounts on this total purchase; and

WHEREAS, this is a package no other vendor can provide (Taser International is the manufacturer of the TASER X26P), saves the City money, and allows the Police Department to quickly implement the recommendations of the Use of Force Commission; -- Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that it hereby declares the joint purchase of the AXON Flex camera system, the Evidence.com data management system, and the TASER X26Ps AXON Flex body camera and conjoining software manufactured by Evidence.com a sole source procurement; and

BE IT FURTHER RESOLVED that staff is authorized to procure the AXON Flex camera system, the Evidence.com data management system, and the TASER X26Ps from Taser International without public bidding at a cost of \$732, 655.56 plus tax and shipping.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

City of Spokane

Spokane Police Department/Public Safety Committee

September 16, 2013

Subject

Taser International Sole Source and Purchase – AXON Flex body cameras, Evidence.com, and TASER X26P package

Background

The Use of Force Commission recommended the Spokane Police Department implement a body camera program as well as standardize equipment. Through a deal with Taser International, we will purchase 220 AXON Flex body cameras, 220 TASER X26Ps, and the data management system Evidence.com to store the related body camera videos and TASER usage information. The AXON Flex is the only body camera system that allows the user to wear the camera on glasses or hat brim to better reflect the officer point of view; it also uses low-light recording to more accurately capture what the human eye sees. The AXON Flex system is also the only system that allows the officer to view the video before uploading. Additionally, the AXON Flex has a dual battery charging/upload station that allows the officer to place the camera into the docking station and leave: the video uploads while charging the camera. Other systems require a manual upload through the computer, forcing the officer to stay until video uploads (20-40 minutes). The Evidence.com system is a hosted (cloud) data management system that stores all video for retrieval. The system has the ability to share with selected users and maintains an audit trail. This will create more efficiency for access to videos for the different users (Records, Detectives, Prosecutors, Internal Affairs) and greater flexibility for public records requests. It is vital for the City to have a system that allows for searches in a variety of ways in order to reduce our liability in public records requests and Evidence.com has that capability to search in a variety of manners (by incident, by location, by officer, etc.) as well as a redaction component that will aid in preparing the videos for public release. Finally, the Evidence.com system also logs the following information regarding the TASER X26P use: time TASER was armed, time of trigger pull, time disarmed, duration of firing time, the battery percentage, and temperature of weapon. It also links to the video image of the event. The TASER X26P is all digital and will allow every officer to have the same model. Through this package deal with Taser International, we are receiving substantial trade-in credits for our old TASERS, bringing cost below the state bid. Overall this package deal saves the City \$488,534 over market price for all three components.

Impact

Approving the sole source and purchase of these items will ensure we can implement the recommendations of the Use of Force Commission while also recognizing a significant amount of savings.

Action

Sole Source and Purchase must be approved.

Funding

Use of Force Funds

TASER International

Protect Truth

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 991-0791

Frank Straub
(509) 477-5980



Quotation

Quote: Q-02355-3
Date: 6/11/2013 11:01 AM
Quote Expiration: 9/30/2013
Contract Start Date*: 10/15/2013
Contract Term: 3 years

Bill To:
Spokane Police Dept.
1100 W. Mallon Avenue
Spokane, WA 99260
US

Ship To:
Frank Straub
Spokane Police Dept.
1100 W. Mallon Avenue
Spokane, WA 99260
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Abraham Alvarez	800-978-2737	aalvarez@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

AXON Flex Hardware

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	73030	KIT, AXON, FLEX	949.90	USD 208,978.00	USD 104,489.00	USD 104,489.00
37	73016	ETM, 6 CAMERA BAYS, 6 CONTROLLER BAYS, AXON FLEX	1499.95	USD 55,498.15	USD 27,748.89	USD 27,749.26
220	73021	MULTI-MOUNTING OPTION KIT, FLEX	199.95	USD 43,989.00	USD 21,993.40	USD 21,995.60
220	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	29.95	USD 6,589.00	USD 3,293.40	USD 3,295.60
1	85055	PREMIUM PLUS SERVICE	15000.00	USD 15,000.00	USD 15,000.00	USD 0.00
AXON Flex Hardware Total:						USD 330,054.15
AXON Flex Hardware Net Price:						USD 157,529.46

Evidence.com

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	85020	3YEAR EVIDENCE.COM USAGE		USD 495,000.00	USD 297,264.00	USD 197,736.00
20,460	85335	EVIDENCE.COM STORAGE (GB)-3 YEAR CONTRACT	\$1.50/GB per year	USD 92,070.00	USD 30,690.00	USD 61,380.00
Evidence.com Total:						USD 587,070.00
Evidence.com Net Price:						USD 259,116.00

X26P Hardware

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	11002	HANDLE, BLACK, CLASS III, X26P	848.40	USD 186,648.00	USD 0.00	USD 186,648.00
220	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	49.95	USD 10,989.00	USD 0.00	USD 10,989.00
220	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	51.55	USD 11,341.00	USD 0.00	USD 11,341.00
220	27000	X26 TRADE-IN	120.00	USD 26,400.00	USD 52,800.00	USD -26,400.00
X26P Hardware Total:						USD 235,378.00
X26P Hardware Net Price:						USD 182,578.00

AXON Flex Warranties (3 Year Total)

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	85237	2 YEAR PREPAID FLEX MAINTENANCE		USD 58,498.00	USD 0.00	USD 58,498.00
37	85238	2 YEAR PREPAID ETM MAINTENANCE		USD 15,536.30	USD 0.00	USD 15,536.30
AXON Flex Warranties (3 Year Total) Total:						USD 74,034.30
AXON Flex Warranties (3 Year Total) Net Price:						USD 74,034.30

X26P Warranty (5 Year Total)

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
220	11004	WARRANTY, 4 YEAR, X26P	269.99	USD 59,397.80	USD 0.00	USD 59,397.80
X26P Warranty (5 Year Total) Total:						USD 59,397.80
X26P Warranty (5 Year Total) Net Price:						USD 59,397.80

Subtotal	USD 732,655.56
Estimated Shipping Cost	USD 998.76
Estimated Tax	USD 63,741.04
Grand Total	USD 797,395.36

Additional Sale Terms for Quote Q-02355-3:

Payment: Payment is Net 30 after Spokane Police Department's receipt of the hardware or invoice, whichever occurs later.

Additional Users: For the 3 year term of the EVIDENCE.com services identified in this Quote, Spokane Police Department will be allowed to have an unlimited amount of users for the EVIDENCE.com services and will not be charged for additional EVIDENCE.com users added during this 3 year term.

Premium Plus Service: The "PREMIUM PLUS SERVICE" identified in the Quote includes: a TASER dedicated project manager; custom implementation document packet with project plan; weekly project planning meeting with TASER for the system setup; on-site best practices implementation planning session with TASER personnel; on-site Flex and EVIDENCE.com system setup and configuration; on-site ETM installation; four days on-site at the Spokane Police Department with at least two TASER trainers for end user go live training and support sessions; two on-site System Administrator and troubleshooting training sessions; AXON Instructor Training for up to 5 people from the Spokane Police Department; and a virtual post go live review session with TASER personnel.

Extended Warranty: The "2 YEAR PREPAID FLEX MAINTENANCE" and "2 YEAR PREPAID ETM MAINTENANCE" include a 3 year extended warranty for the Flex hardware and ETMs as described in the current "TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)" attached to this Quote.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective January 15, 2013)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER") products purchased directly from TASER. Goods sold by TASER are expressly subject to and conditioned upon the terms and conditions set forth below. By accepting delivery of the product, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on TASER unless agreed to in writing by an authorized officer of TASER.

Product Background Checks. Some products require that you complete a background check before you will be allowed to purchase the product.

AFID Registration. For the TASER CEWs and TASER cartridges, you must complete the product registration and, where applicable, return to TASER the Anti-Felon Identification ("AFID") registration card that is included with the TASER product. Failure to promptly return the AFID registration card may void any TASER warranty.

Final Sales. All sales are final and no refunds are allowed for TASER law enforcement, military, and corrections products, cartridges and accessories.

Return Policies; Exchanges for TASER Citizen Products. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below:

15-Day Return Period for Citizen Model CEWs, Cartridges and Accessories: The citizen model CEWs, TASER cartridges for citizen products, and accessories for citizen products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER **without prior authorization** from TASER will be considered an **unauthorized** return, and the customer will not receive credit for the product and TASER will not ship the product back to you.

Restocking Fees: Unless the product is defective or the return is a direct result of a TASER error, TASER may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

How to Return a Product: Before returning a product, you must first contact TASER customer service and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. TASER will not accept returns without an RMA number. See the Product Warranty, <http://www.taser.com/>, or contact TASER at 800.978.2737 or +1.480.905.2000 (for International callers) for information on how to obtain an RMA number. NOTE: You must ship the product to TASER within 5 days of the date that TASER issues the RMA number as follows:

- ship back **all** products you are seeking to return to TASER and for which you received a RMA number. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions;
- return the products in their original packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- ship the products at your expense, and insure the shipment or accept the risk of loss or damage during shipment;
- place the RMA number on the outside of the package;
- include proof of purchase of the product (receipt, purchase order, or invoice); and
- include your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, TASER will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees subject to this policy.

If you fail to follow the return or exchange instructions and policies provided by TASER, TASER is not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Payment Terms. Terms of payment are within TASER's sole discretion, and unless otherwise agreed to by TASER, payment must be received by TASER prior to TASER's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by TASER. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. TASER may invoice parts of an order separately. Your order is subject to cancellation by TASER, in TASER's sole discretion. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and reserves the right to cancel any orders resulting from such errors.

Taxes. Unless you provide TASER with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with the order.

Shipping; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. TASER reserves the right to make partial shipments unless specifically stated otherwise on your purchase order. Products may ship from multiple locations. Title and risk of loss passes from TASER to you on upon delivery to the common carrier by TASER. Any loss or damage that occurs during shipment is your responsibility. You must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only. Delivery is typically 2-6 weeks after receipt of order or payment.

Excusable delays. TASER will use commercially reasonable efforts to deliver all products ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of TASER, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. You agree and represent that you are buying only for your own use only, and not for resale or export. Shipping of some TASER products out of the United States is restricted by U.S. federal law and neither the TASER product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with TASER.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to the TASER website (<http://www.taser.com/>) or contact TASER's Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty; Exclusions and Limitations; Release. See TASER's website (<http://www.taser.com/>) for warranty provisions, warranty exclusions, release and any limitations of liability. To the extent permitted by law, TASER's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and

warranties against patent infringement. If TASER cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document.

The remedies provided for in the warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER by Buyer for the product, notwithstanding third party purchases. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. TASER disclaims any representation that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

Buyer agrees to release and save TASER harmless from any and all liability arising out of the deployment, use or misuse of the TASER product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

Product Warnings. See TASER's website at <http://www.taser.com/> for the most current product warnings.

Proprietary information. You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design changes. TASER reserves the right to make changes in design of any of its products without incurring any obligation to notify you or to make the same change to products previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Entire Agreement. These Sales Terms and Conditions, along with the product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing law. The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

The sale of the Professional services is subject to the parties execution of TASER's *Professional Services Agreement* and a *Statement of Work*

By signing this Quote, you certify that you have read and agree to the provisions set forth in this Quote and TASER's current *Sales Terms and Conditions for Direct Sales to End User Purchasers* and *EVIDENCE.com Master Service Agreement* posted at <http://www.taser.com/serviceagreement0213>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (if needed): _____

Please sign and email to Abraham Alvarez at aalvarez@taser.com or fax to (480) 991-0791

THANK YOU FOR YOUR BUSINESS!

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Approved as to form:


Assistant City Attorney



Statement of Work for Professional Services Agreement

This Statement of Work (**SOW**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and City of Spokane (WA) (**Agency**). In consideration of the mutual promises contained in the Professional Services Agreement and this SOW, TASER and Agency agree to all terms of this SOW effective as of the date the Agency signs this SOW (**Effective Date**).

1. Project Overview. Agency would like assistance in implementing TASER's camera systems and EVIDENCE.com services (collectively the **Products**). TASER proposes to provide its expertise to implement the Products and to work with Agency to provide an understanding of how to best implement and utilize the Products in Agency's organization.

2. Service Pricing. For the Services identified in this SOW, Agency will pay a fixed fee of \$0. All Services must be completed within 6 months. Any delays by the Agency may result in additional fees due to TASER, and delay in TASER's completion of the Services. Payment obligations are non-cancelable and amounts paid are non-refundable. All amounts payable under this SOW will be made without setoff or counterclaim, and without any deduction or withholding.

3. Primary Contacts. For this SOW the primary contact for each party is as follows:

Name	Phone	Email
TASER		
Agency		

4. Scope of Services. The project scope will consist of the following [*check applicable package*]:

☒ **Premium Plus Services**

☐ Premium Services

☐ A La Carte Services consisting of ____ number of days for provision of the following Services:

Description of the Service Packages

	Premium Plus Services	Premium Services
System set up and configuration • Setup AXON® Mobile on smart phones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access	1 on-site session	virtual assistance



Statement of Work for Professional Services Agreement

Description of the Service Packages		
	Premium Plus Services	Premium Services
• Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable)		
ETM installation • Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary • Authenticate ETM with EVIDENCE.com using "admin" credentials from Agency • Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment	on-site assistance	virtual assistance
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product roll out (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to roll out.	✓	✓
Weekly project planning meetings Project Manager will develop a Microsoft® Project plan for the roll out of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of roll out and Agency's desired level of training. Up to 4 weekly meetings leading up to the ETM installation of not more than 30 minutes in length.	✓	✓
Best practice implementation planning session 1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies Discuss importance of entering meta-data in the field for organization purposes and other best practice for digital data management Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services Create project plan for larger deployments Recommend roll out plan based on review of shift schedules	✓	
System Admin and troubleshooting training sessions 2 on-site sessions - each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.	✓	
AXON instructor training Prior to general user training on AXON camera systems and	training for up to 5 individuals at the	training for up to 2 individuals at the



Statement of Work for Professional Services Agreement

Description of the Service Packages		
	Premium Plus Services	Premium Services
EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.	Agency	Agency
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.	6 on-site sessions	3 on-site sessions
Implementation document packet EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓	✓
Post go live review session	on-site assistance	virtual assistance

5. Out of Scope Services. TASER is responsible to perform only the Services described above in Section 4. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope.

6. Key Assumptions. The Services, fees, and delivery schedule for this project are based on the following assumptions:

- a. Agency's relevant systems are available for assessment purposes prior to TASER's arrival at the Installation Site.
- b. All work will be performed by TASER's personnel during normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed to in advance.
- c. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by TASER and Agency.
- d. Agency representatives will be available to provide timely and accurate information.

7. Acceptance Checklist.

- a. TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Services. Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed.
- b. If Agency reasonably believes that TASER did not complete the Services in substantial conformance with this SOW, Agency will notify TASER in writing of its specific reasons for rejection of



Statement of Work for Professional Services Agreement

the Services within 7 calendar days from delivery of the Checklist to Agency. TASER will address Agency's issues and then will re-present the Checklist for Agency's approval and signature.

c. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from Agency within 7 calendar days of delivery of the Checklist to Agency, the absence of Agency's response will constitute the Agency's affirmative acceptance of the Services, and a waiver of any Agency right of rejection.

8. General. Any changes to this SOW must be agreed to in writing by both parties. All parties understand and acknowledge that this SOW identifies the work to be performed and the associated pricing, and further acknowledges that actual work is not authorized to begin until TASER receives the signed Quote and/or the Agency's Purchase Order that includes the Services. Any signatory to this SOW warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this SOW to execute this SOW on its behalf.

TASER International, Inc.	Agency: City of Spokane, WA
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Address:	Address:
17800 N. 85th Street	_____
Scottsdale, AZ 85050	_____
Attn: General Counsel	_____
Fax: 480-905-2027	Phone: _____
Email: legal@taser.com	Email: _____

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Professional Services Agreement

This Professional Services Agreement (**Agreement**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and City of Spokane, WA (**Agency**). In consideration of the mutual promises contained in this Agreement, TASER and Agency agree to all terms of the Agreement effective September __, 2013 (**Effective Date**).

Background

TASER is a manufacturer of various TASER® brand products, including conducted electrical weapons, on-officer video and recording devices, and cloud based data storage systems. Agency seeks assistance in deploying and implementing its TASER camera systems and EVIDENCE.com™ service solutions.

Terms and Conditions

1. Term and Pricing.

- a. **Term.** The term of this Agreement commences on the Effective Date.
- b. **Service Pricing.** All Services performed by TASER will be rendered in accordance with the fees set forth in Quote No. Q-02355-3 issued to the Spokane Police Department.
- c. **Taxes.** Agency is responsible for any sales or use taxes assessed on its payment for Services and Products. TASER will itemize sales or use taxes separately on TASER's invoices. TASER is responsible for all other taxes, duties and fees. If Agency is exempt from taxation for the Services or Products, it must submit an exemption certificate to TASER.

2. Delivery of Services.

- a. **Statements of Work.** Each SOW will define the specific Services to be provided, work schedule, location of Services, fees and expenses and other particulars that will govern the Services under the SOW. Unless any provisions of this Agreement are specifically excluded or modified in a particular SOW, each SOW will be deemed to incorporate all the terms and conditions of this Agreement and may contain additional terms and conditions as the parties may mutually agree too. No SOW will be binding on either party unless executed in writing by each party's authorized representative. If any provision of this Agreement conflicts with a provision of any SOW, then the provision of this Agreement controls.
- b. **Hours and Travel.** TASER's personnel will work within Agency's normal business hours. Travel time by TASER's personnel to Agency's premises will not be charged as work hours performed.
- c. **Changes to Services.** Changes to the scope of Services set forth in a SOW must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.
- d. **Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform the Agency Responsibilities. If any failure or delay by Agency to perform any of the Agency Responsibilities prevents or delays TASER's performance of its obligations under this Agreement, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.
- e. **Performance Warranty.** TASER warrants that it will perform the Services described in the SOW in accordance with the requirements and specifications set forth in the SOW and will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, Agency will provide TASER with written notice and details of the alleged



Professional Services Agreement

non-complying Services within seven (7) calendar days after completion of the Services involved. After determination by TASER that the Services were not in conformance to the requirements and specifications of the SOW, TASER will re-perform the non-complying Services at no additional cost.

3. Agency's Responsibilities. TASER's successful performance of the Services depends upon Agency's:

- a. Providing access to the building facilities and where TASER is to perform the Services, subject to safety and security restrictions imposed by the Agency (this includes providing security passes or other necessary documentation to TASER representatives performing the Services permitting them to enter and exit the Agency's premises with laptop personal computers and any other materials needed to perform the Services); Providing suitable workspace with telephone and internet access for TASER's personnel while working at the Installation Site and in Agency's facilities;
- b. Ensuring that prior to TASER's arrival at the Installation Site that its network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;
- c. Timely implementation of operating procedures, audit controls, and other procedures necessary for Agency's intended use of the Products;
- d. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the Services;
- e. Making any required modifications, upgrades or alterations to its hardware, facilities, systems and networks related to TASER's performance of the Services prior to TASER's arrival;
- f. Promptly installing and implementing any and all software updates provided by TASER;
- g. Ensuring that all appropriate data backups are performed;
- h. Providing to TASER the assistance, participation, review and approvals described in the SOW and participating in testing of the Products as requested by TASER;
- i. Providing TASER with remote access to its EVIDENCE.com account when required for TASER to perform the Services;
- j. Designating a representative who will be the main point of contact for all communication with TASER relative to the SOW and who has the authority to act on the Agency's behalf in matters regarding the SOW;
- k. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the SOW (these contacts are to provide background information and clarification of information required to perform the Services);
- l. Instructing its personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and
- m. Identifying in advance any holidays, non-work days, or major events that may impact the project.

4. Authorization to Access Computer Systems to Perform Services. Agency authorizes TASER to access its relevant computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information it expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

5. Site Preparation and Installation. Prior to delivering any Services identified in a SOW, TASER will provide Agency with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related



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Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by Agency or TASER), Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for such Products, TASER will provide the updates or modifications to the Agency when they are generally released by TASER to its customers.

6. Liability for Loss or Corruption of Data. The parties' default obligations concerning the liability for any loss or corruption of data under the SOW are as follows:

a. Agency is responsible for: (i) instituting proper and timely backup procedures for Agency's software and data; (ii) creating timely backup copies of any Agency software or data that may be damaged, lost, or corrupted due to TASER's provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of the Agency's software or data, even if such damage, loss, or corruption is due to TASER's negligence.

b. If, as a direct result of TASER's negligence in performing the Services, Agency's software or data is damaged, lost, or corrupted, TASER will assist Agency in loading the media (e.g., tape) in which Agency stored the backup copy of its software or data onto the server, mainframe, or other computer system to which Agency's software or data is to be restored. The assistance provided by TASER may consist of telephone support to the Agency's personnel performing the software or data restoration. However, TASER's assistance is conditioned upon TASER being notified by Agency within 24 hours of Agency becoming aware that the Agency's software or data has been damaged, lost, or corrupted as a direct result of TASER's negligence in performing the Services. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of the Agency's efforts to restore Agency's software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

c. The section does not apply to Agency data stored on EVIDENCE.com and covered by the EVIDENCE.com Master Service Agreement.

7. Intellectual Property. TASER owns all right, title and interest in all Pre-Existing Works and Documentation. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to Agency in connection with the delivery of Services and in accordance with this Agreement.

8. Confidentiality. A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this Agreement. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5 year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

9. Indemnification. Except to the extent caused by the negligent acts or willful misconduct of Agency, TASER will indemnify, defend and hold the Agency, its officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses,



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liabilities, costs, expenses and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission or willful misconduct of TASER under or related to this Agreement.

10. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED HEREIN ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. TASER DOES NOT MAKE AND HEREBY DISCLAIMS, AND AGENCY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS AGENCY'S OBLIGATIONS UNDER SECTION 2.

11. Insurance. TASER will maintain at its own expense and in effect during the Term of this Agreement, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance, in duplicate form upon the Agency's request:

- a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury.
- b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit.
- c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which TASER may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

12. General.

a. **Non-Discriminatory Employment.** TASER will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. TASER understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes.

b. **Notifications.** Any notice permitted or required under this Agreement will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.

c. **Force Majeure.** TASER will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond TASER's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

d. **Independent Contractors; Non-Exclusive Rights.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

e. **No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights



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in any individual or entity that is not a party to this Agreement.

f. Entire Agreement; Modification. This Agreement, including all attachments and SOWs, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning TASER's provision of the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

g. Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this Agreement, to consult with counsel, and fully understand the Agreement.

h. Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that TASER may assign or otherwise transfer this Agreement or any of TASER's rights or obligations under this Agreement without the consent of Agency (a) in connection with a merger, acquisition or sale of all or substantially all of TASER's assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

i. Applicable Law. The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State in which the Services are performed.

j. Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

k. Severability. This Agreement is contractual and not a mere recital. Sections 1, 3, 4, 10-14 and 16 will continue in force and effect after termination of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

l. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

m. Headings. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

n. Counterparts. This Agreement may be executed in several counterparts that together constitute one and the same instrument.

o. Signatory. Any signatory to this Agreement warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this Agreement to execute this Agreement on its behalf.

13. Definitions.

"Confidential Information" means any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party's Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this Agreement will be construed as granting the receiving party any right of use, title or interest in the disclosing party's Confidential Information.

"Installation Site" means the location(s) described in a SOW where the Products are to be installed



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by TASER or the Agency (as described in the SOW).

"Products" means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by TASER under a SOW.

"Product User Documentation" means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Services" means the professional services provided by TASER pursuant to this Agreement and described in a SOW.

"Statement of Work" ("SOW") means a document executed by both parties which sets forth the Services to be performed by TASER under the terms and conditions set forth in this Agreement.

TASER International, Inc.	Agency: City of Spokane, WA
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Address: 17800 N. 85th Street Scottsdale, AZ 85050 Attn: General Counsel Fax: 480-905-2027 Email: legal@taser.com	Address: _____ _____ _____ Email: _____

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**TASER International, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
(Effective September 9, 2013)**

City of Spokane, WA – for Quote No. Q-02355-3

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

TASER warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ TASER-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than

that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like product, at TASER's option.

Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. Purchaser may not buy a new extended warranty

for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising

¹ The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P, and Shockwave CEWs, as well as Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, Smart cartridges, AXON flex controller, AXON flex camera (including the universal magnet clip), AXON body camera, and Evidence Transfer Managers (ETMs).

⁴ Broken blast doors are not covered under TASER's limited warranty.

⁵ TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, and Shockwave Power Magazine modules; and the X-Rail mounting system.

⁶ The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery, AXON flex controller battery, and AXON body battery are covered.

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)**

(Effective September 9, 2013)

City of Spokane, WA – for Quote No. Q-02355-3

from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries.

Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product

Registration

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to www.laser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.laser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not been paid for, when required, or for which the

required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON Inc.[™], AXON body[™], Shockwave[™], Smart TASER CAM[™], X2[™], X26[™], X26P[™], X-Rail[™], 'Protect Life' and 'Protect Truth' are trademarks of TASER International, Inc., and TASER® and ® are registered trademarks of TASER International, Inc., registered in the U.S. © 2013 TASER International, Inc. All rights reserved.



BY USING THE SERVICE OFFERINGS YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not use the Service Offerings. If you disagree with any of the terms below, we do not grant you the right to use the Service Offerings and you should immediately discontinue all use of the Service Offerings.

In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective on the date you first agreed to this Agreement or first began using the Service Offerings (**Effective Date**).

Terms and Conditions

This EVIDENCE.com Master Service Agreement (**Agreement**) contains the terms and conditions that govern your access to and use of the Service Offerings and is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement takes effect on the **Effective Date**. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings, including the Acceptable Use Policy and the other Policies as defined in Section 14.

1.2 User Subscriptions. Service Offerings are purchased as subscriptions, and may only be accessed by End Users. Additional End Users may be added during the Term at the pricing in effect at the time of purchase of additional End Users, prorated for the duration of the subscription term. Additional End User accounts will terminate on the same date as the pre-existing subscriptions.

1.3 Your Account. To access the Services, you must create at least one administrator account associated with a valid e-mail address. All user accounts must also be associated with a valid email address. Unless explicitly permitted by the Service Terms, you may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You may access and download Your Content during the Term and in accordance with the terms of this Agreement. You may terminate your account and this Agreement in accordance with Section 7.2.

1.4 Support. We may make available to you updates (**Updates**) to the Service Offerings. Updates may be provided electronically via the Internet or via media (e.g., CD-ROM) as determined solely by us. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the Updates. We do not provide Internet Service Provider (ISP) services. You are responsible for maintaining the computer equipment necessary for your use of the Service Offerings. At our sole discretion, we may provide technical support for the current and prior release(s)/version(s) of software for a period of six (6) months following the date the subsequent release/version is made generally available.



EVIDENCE.com Master Service Agreement

2 Changes.

2.1 To the Service Offerings. We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

2.2 To the APIs. We may change, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 6 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

3 Security and Data Privacy.

3.1 Security. Without limiting Section 11 or your obligations under Section 4, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. In order to operate and provide the Service Offerings, we collect certain information about and from you. The software sends non-personally identifiable information about Your Content, your IP addresses, information about Service performance, your devices, and your use. In particular, we may access or disclose information about or from you, in order to: (a) perform troubleshooting services for your account at your request; (b) comply with the law or respond to lawful requests or legal process; (c) protect our rights or property or that of our customers, including the enforcement of our agreements or policies governing your use of the Service Offerings; or (d) perform analytic and diagnostic evaluations of the systems.

3.3 Data Regions. TASER will determine the geographic region(s) in which Your Content will be stored and accessible by your End Users. We will not move Your Content from the selected regions without notifying you, unless required to comply with the law or requests of a governmental or regulatory body (including subpoenas and court orders).

3.4 Consent to Transfer of Content. By using the Service Offerings, you consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third parties responsible for storage of Your Content are contracted by TASER for data storage services. Ownership of Your Content remains with you.

4 Your Responsibilities.

4.1 Your Content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

- a. the uploading, management and deletion of Your Content;
- b. the accuracy, quality, integrity and legality of Your Content and of the means by which you acquired Your Content;
- c. setting of permissions, roles and responsibilities regarding Your Content;
- d. using commercially reasonable efforts to prevent unauthorized access to or use of the Service Offerings, and you will notify TASER promptly of any unauthorized access or use;
- e. compliance of Your Content with the Acceptable Use Policy, the other Policies, and the law; and
- f. any claims relating to Your Content;
- g. monitoring system use and storage levels by your designated End Users; and
- h. security of system due to the misuse, theft, or sharing passwords.

4.2 Prohibited Actions. You must not:

- a. make the Service Offerings available to anyone other than your designated End Users;



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- b. use the Service Offerings to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- c. use the Service Offerings to store or transmit malicious code;
- d. interfere with or disrupt the integrity or performance of the Service Offering or third-party data contained therein; or
- e. attempt to gain unauthorized access to the Service Offerings or related systems or networks.

4.3 Other Security and Backup. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security and access by your End Users to Your Content. You are responsible for maintaining the security of the user names and passwords of your End Users. Log-in credentials generated by the Services are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person.

4.4 End User Violations. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to Your Content and the Service Offerings.

5 Fees and Payment.

5.1 Service Fees. You are responsible for all fees specified in the Quote once signed by an authorized person at your agency. A Purchase Order may be submitted for the fees due in the Quote. Payment obligations are non-cancelable and fees paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

5.2 Additional Fees. We reserve the right to charge an additional fee for exceeding your allotted storage amounts based on your contract or purchase agreement with TASER. We also reserve the right to charge additional fees for TASER's assistance in the downloading or exporting of Your Content. We also reserve the right to charge additional fees for future modules and integrations which are in addition to the items listed in your contract or purchase agreement with TASER.

5.3 Invoicing and Payment. Unless otherwise noted on the Quote, all fees for Service Offerings are due and payable within 30 days. At your election, the Service Offering may be billed annually, which will be noted on the Quote. If annual billing is selected, you agree to be invoiced annually absent submission of a separate Purchase Order from your agency. Payment terms are net 30 days for approved credit. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorney fees. At our sole discretion and with prior notice to you, we may condition future subscription renewals on payment terms shorter than those specified in this section.

5.4 Suspension of Service and Acceleration. If any amount owed by you under this Agreement is 30 days or more overdue, we may, without limiting our other rights and remedies, accelerate any unpaid fees so that all obligations become immediately due and payable, and we may suspend the Service Offerings and your access to the Service Offerings until all amounts are paid in full.

5.5 Taxes. All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. If we

have the legal obligation to pay or collect taxes for which you are responsible, the appropriate amount will be invoiced to and must be paid by you. We are solely responsible for taxes assessable against us based on TASER's income, property and employees.

6 Temporary Suspension.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- a. your or an End User's use of or registration for the Service Offerings (A) poses a security risk to the Service Offerings or any third party, (B) may adversely impact the Service Offerings or the systems or Content of any other customer, (C) may subject us, our affiliates, or any third party to liability, or (D) may be fraudulent;
- b. you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or
- c. you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

- a. you remain responsible for all fees and charges you have incurred through the date of suspension;
- b. you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access;
- c. you will not be entitled to any credits for any period of suspension; and
- d. we will not delete any of Your Content on EVIDENCE.com as a result of your suspension, except as specified elsewhere in this Agreement.

Our right to suspend your or any End User's right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 7.2.

7 Term; Termination.

7.1 Term.

a. Subscription Term.

- i. Use of Service Offerings with Hardware. The start date of the initial Subscription Term of this Agreement will be determined based upon the shipment of the hardware, as authorized by you via a signed Quote or executed Purchase Order, which excludes any shipments of hardware related to a test and evaluation order for customers who will use hardware with the Service Offerings. If the hardware is shipped in the first half of a month, then the Subscription Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Subscription Term begins on the 15th of the following month.
- ii. Use of Service Offerings on a Stand-Alone Basis. The initial Subscription Term of this Agreement for customers that will use the Service Offerings on a stand-alone basis, without a hardware purchase, will begin on the first of the month following the Effective Date of the Agreement.
- iii. Length of Term. The Subscription Term of the Agreement will remain in effect for the Subscription Term agreed to in the Quote or purchase agreement, or until terminated by you or us in accordance with Section 7.2.

- b. **Trial Term.** If you signed up for a free test and evaluation of the Service Offerings, you are granted a limited non-exclusive license to use the Service Offerings for the term of the trial period. Upon the expiration of the Trial Term you must purchase a subscription for the Service Offerings to continue to use the Service Offerings to access Your Content. In the event you obtain a subscription for the Service Offerings after your Trial Term, then you will have the option to continue using Your Content stored on the Service Offerings for the Term of your subscription in accordance with Section 7.1(a) above.

7.2 Termination.

- a. **Renewal at End of Term.** This Agreement automatically renews for additional successive Terms of one (1) year each ("Renewal Term") at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.
- b. **Termination for Convenience.** We may terminate this Agreement for any reason by providing you 30 days advance notice. In the event that we terminate this Agreement under this Section 7.2(c), we will issue you a refund of any prepaid amounts on a prorated basis.
- c. **Termination for Cause.**
 - i. **By Either Party.** Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30 day notice period.
 - ii. **By Us.** We may also terminate this Agreement immediately upon notice to you (1) for cause, if any act or omission by you or any End User results in a suspension described in Section 6, (2) if our relationship with a third party partner who provides storage, software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the storage, software or other technology as part of the Services, (3) if we believe providing the Services could create a substantial economic or technical burden or material security risk for us, (4) in order to comply with the law or requests of governmental entities, or (5) if we determine use of the Service Offerings by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason.

7.3 Effect of Termination. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination; and (iii) Sections 4.1, 5, 7.3, 9 (except the license granted to you in Section 9), 10, 11.2, 12, 13 and 14 will continue to apply in accordance with their terms.

7.4 Return of Your Content after either a Trial Term or Subscription Term.

- a. **Notice Required.**
 - i. For terminations at the end of a Trial Term, Subscription Term or pursuant to Section 7.2(c)(i), you must provide 30 days prior written notice to us that you want Your Content to be available for the applicable download time period set forth in Section 7.4(b).
 - ii. For terminations by us pursuant to Section 7.2(c)(ii), within 30 days after the termination date you must provide written notice to us that you desire Your Content be available for applicable download time period set forth in Section 7.4(b).
- b. **Availability of Your Content After Termination.** Upon proper written request made by you in accordance with Section 7.4(a) above:
 - i. we will not delete any of Your Content as a result of the termination during the 90 days following termination; and
 - ii. during the 90 days following termination you may retrieve Your Content from the Services only if you have paid all amounts due (there will be no application functionality of the Service Offerings during this 90 day period other than the ability for you to retrieve Your Content from the Services). You will not incur any additional fees if you download Your Content from the Services during the 90 day period.
 - iii. If you fail to provide us the required notice during the 30 day period, then we have no obligation to maintain or provide any of Your Content and will thereafter, unless legally prohibited, delete all of Your Content stored in the Service Offerings.
- c. **Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Any additional post-termination assistance from us is subject to mutual agreement by you and us and may result in additional fees. For example, requests that TASER provide assistance to you in downloading or



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transferring of Your Content will result in additional fees from TASER and TASER will not warranty or guarantee data integrity or readability in the external system.

8 Third-Party Providers.

8.1 Third Party Content. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

8.2 Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for sale. Any acquisition by you of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in a Purchase Order. No purchase of third-party products or services is required to use the Service Offerings.

8.3 Third-Party Applications and Your Content. If you install or enable Third-Party Applications for use with Services, you acknowledge that we may allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

9 Proprietary Rights.

9.1 Your Content. As between you and us, you control and own all right, title, and interest in and to Your Content. Except as provided in this Agreement, we obtain no rights from you to Your Content, including any related intellectual property rights. You consent to our use of Your Content to provide the Service Offerings to you and any of your End Users.

9.2 Adequate Rights. You represent and warrant to us that: (a) you own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or your End Users' use of Your Content or the Services Offerings will violate the Acceptable Use Policy.

9.3 Service Offerings License. As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely in accordance with this Agreement during the Term of the Agreement. Except as provided in this Section 9, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights.

9.4 License Restrictions. Neither you nor any of your End Users may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your End Users may, or attempt to: (a) permit any third party to access the Service Offerings except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Service Offerings; (c) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, or allow any others to do the same; (d) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas; (e) copy the Service Offerings in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Service Offerings, except as expressly permitted in this Agreement; (g) resell, rent, loan or sublicense the Service Offerings; (h) access the Service Offerings in order to build a competitive product or service or copy any features, functions or graphics of the Service Offerings; or (i) remove, alter or obscure any



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confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Service Offerings or any copies of the Service Offerings. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.taser.com).

9.5 Suggestions. If you or your End Users provide any suggestions to us, including suggestions for enhancements or improvements, we will own all right, title, and interest in and to the suggestions, even if you or your End Users have designated the suggestions as confidential. We will be entitled to use the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

9.6 Reservation of Rights. We own all right, title and interest in and to the Service Offerings, including without limitation all Intellectual Property Rights.

10 Indemnification.

10.1 Indemnification by You. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any of your End Users' use of the Service Offerings (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any of your End Users; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content; (d) a dispute between you and any of your End Users; or (e) a dispute between you and any third-party over your collection or use of Your Content. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates. We will promptly notify you of any claim subject to this Section 10.1, but our failure to promptly notify you will only affect your obligations under Section 10.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

10.2 Indemnification by TASER. TASER will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim alleging that the use of the Service Offerings as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide TASER with prompt written notice of each such claim, tender to TASER the defense or settlement of each such claim at TASER's expense, and cooperate fully with TASER in the defense or settlement of each such claim. If TASER receives notice of an alleged infringement, or if your use of the Service Offerings will be prevented by permanent injunction, TASER may, at its sole option and expense, procure for you the right to continue using the Service Offerings as provided in this Agreement, modify the Service Offerings so that it no longer infringes, replace the TASER Service Offerings with other services of equal or superior functional capability, refund to you all amounts paid by you to TASER under this Agreement



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for the Service Offerings in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. TASER has no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the TASER Service Offerings by you or any third party; (b) use of the TASER Service Offerings in connection or in combination with equipment, devices, or services not provided by TASER; (c) the use of TASER Service Offerings other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Service Offerings.

10.3 Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11 Warranties and Disclaimers.

11.1 Warranty. Subject to Section 12, TASER represents and warrants to you that the Services will perform materially in accordance with the Documentation and will be performed in a timely and professional manner by qualified persons with the technical skills, training and experience to perform the Services.

11.2 Disclaimers. THE SERVICE OFFERINGS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE SERVICE OFFERINGS WILL MEET YOUR REQUIREMENTS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES OFFERINGS IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO THE SERVICE OFFERINGS; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO THE SERVICE OFFERINGS; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE OR SERVICE OFFERINGS; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE SERVICE OFFERINGS. TASER DISCLAIMS ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO THE SERVICE OFFERINGS. All warranties or guarantees given or made by us with respect to the Service Offerings are solely for the benefit of you and your End Users and are not transferable and are null and void if you breach any term or condition of this Agreement.

12 Limitations of Liability.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS



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AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERINGS THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION 12 LIMITS YOUR OBLIGATIONS UNDER SECTION 5.

13 Miscellaneous.

13.1 Confidentiality. You may use our Confidential information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose our Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

13.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.3 Independent Contractors; Non-Exclusive Rights. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

13.5 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your



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transfer and processing of Your Content, the provision of Your Content to End Users, and the region in which any of the foregoing occur.

13.7 Notice.

- a. **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on the EVIDENCE.com site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- b. **To Us.** To give TASER notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on the EVIDENCE.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.
- c. **Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

13.8 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that TASER may assign or otherwise transfer this Agreement or any of TASER's rights or obligations under this Agreement without the consent of you (a) in connection with a merger, acquisition or sale of all or substantially all of TASER's assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

13.9 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with Section 13.7 to be effective.

13.10 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

13.11 Governing Law; Venue. The laws of the State of Arizona, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Service Offerings or this Agreement must only be adjudicated in a state or federal court located in Maricopa County, Arizona. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of that party's or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

13.12 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

13.13 Entire Agreement; English Language. This Agreement, including the Policies and the quote provided by TASER, is the entire agreement between you and TASER regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by TASER regarding future functionality or features of the Service Offerings. Notwithstanding any other agreement between you and TASER, the security and data privacy provisions in Section 3 of this Agreement contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content. TASER will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

13.14 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

13.15 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

14 Definitions.

"Acceptable Use Policy" means the policy currently available at www.taser.com and www.evidence.com as it may be updated by us from time to time.

"API" means an application program interface.

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EVIDENCE.com Master Service Agreement

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[Document Revised 05-07-2013]

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

09/30/2013

Date Rec'd

DocDate

Clerk's File #

RES 2013-0070

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

JON SNYDER 625-6254

Project #**Contact E-Mail**

JSNYDER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 PHOTO RED REVENUE ALLOCATION

Agenda Wording

A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras.

Summary (Background)

The previous City Council authorization for use of automated traffic safety cameras has been extended to November 12, 2018 by the City Council. The Council has also agreed to extend the contract with American Traffic Solutions for the same time period. The Council has previously passed resolutions setting forth how the funding from the use of automated traffic safety cameras will be used.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

With the reauthorization of both the ordinance and the contract, the City Council has undertaken a review of the policy regarding allocation of funding from infractions issued with automated traffic safety cameras and has determined that the allocation policy shall be revised as set forth in this resolution.

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

RESOLUTION NO. _____

A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras.

WHEREAS, on February 22, 2010, the City Council passed Resolution No. 2010-01 regarding the allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures; and

WHEREAS, the City Council enacted SMC 16A.64.220 authorizing the use of automated traffic safety cameras for issuance of notices of infraction for violations; and

WHEREAS, the City Council has recently reauthorized the use of automated traffic safety cameras through November 12, 2018; and

WHEREAS, the City Council has recently decided to extend the contract with American Traffic Solutions, LLC to provide traffic safety camera system services; and

WHEREAS, with the reauthorization of automated traffic safety cameras and the renewal of the contract with American Traffic Solutions, LLC, the City Council has undertaken a review of the policy regarding allocation of funding from infractions issued with automated traffic safety cameras and has determined that the allocation policy shall be revised as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that the funds collected from infractions issued with automated traffic safety cameras and maintained in the Automated Traffic Safety Camera Expenditure Fund pursuant to SMC 7.08.148 shall be allocated and expended as follows:

- 1) Funding shall first be allocated annually to reimburse the Police and Public Works and Utilities departments for their direct costs associated with administering the automated traffic safety camera program.
- 2) \$100,000 per City Council District per year for a total of \$300,000 for traffic calming measures consistent with the policies and procedures set forth in Resolution No. 2010-01.
- 3) \$100,000 to the Spokane Police Department to fund an additional traffic enforcement officer.
- 4) \$50,000 toward the C.O.P.S. program in addition to the current City funding.
- 5) \$20,000 for graffiti abatement, contingent upon the City administration and the City Council developing a graffiti abatement program by June 30, 2014. If such a program is not developed, the \$20,000 shall be allocated toward traffic calming measure projects.

- 6) New flexible matching fund for excess Photo Red money: Photo Red proceeds will likely exceed \$470,000. Excess funds will be used to supplement or match, at City Council discretion, larger neighborhood traffic calming projects, neighborhood business districts, streetscape improvements, or other redevelopment projects or community development projects related to public safety. Funds would only be used for one-time expenses and not ongoing operations.

BE IT FURTHER RESOLVED that Resolution No. 2010-01 shall continue in effect except where it may conflict with this resolution, in which case this resolution shall prevail.

ADOPTED BY THE CITY COUNCIL ON _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

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

08/05/2013

Date Rec'd

7/24/2013

Clerk's File #

ORD C35020

Renews #**Submitting Dept**

PARKS & RECREATION

Cross Ref #**Contact Name/Phone**

LEROY EADIE 625-6204

Project #**Contact E-Mail**

LEADIE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

1400 ORDINANCE CREATING DEPARTMENTS WITHIN THE PARKS & RECREATION DIVISION

Agenda Wording

Ordinance creating departments within the Parks and Recreation division; amending SMC section 3.01A.360; and adoption of new sections 3.01A361, 3.01A362 and 3.01A.363 to chapter 3.01A of the Spokane Municipal Code.

Summary (Background)

On May 9, 2013 Park Board approved a resolution supporting the City Council's reclassification of the Parks Division (both existing or redefined) Manager existing and future positions in Spokane Parks and Recreation as exempt employees in order to allow the Director the ability to assemble a management team that can meet all the demands of providing Parks and Recreation services for the citizens of Spokane.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

EADIE, LEROY

Study Session**Division Director****Other**

6/19/2013 Finance Committee

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

leadie@spokanecity.org

For the Mayor

SANDERS, THERESA

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Additional Approvals

jfaught@spokanecity.org

Purchasing

hlowe@spokanecity.org

gkibbey@spokanecity.org

ORDINANCE NO. _____

AN ORDINANCE creating departments within the Parks and Recreation division; amending SMC section 3.01A.360; and adopting new sections 3.01A.361, 3.01A.362, 3.01A.363 and 3.01A.364 to chapter 3.01A of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.360 is amended to read as follows:

3.01A.360 Parks and Recreation

- A. The procurement, disposition, improvement and management of parks, playgrounds, designated boulevards, designated parkways, trees in streets and other rights-of-way, and other designated public places is vested in the park board. The park board and its committees perform their function through the ~~((department))~~ division of parks and recreation. The park board is also authorized by Spokane city charter to adopt a budget for the parks and recreation ~~((department))~~ division.
- B. The parks and recreation ~~((department))~~ division serves as administrative staff to, and receives policy direction from, the park board and receives administrative direction from the mayor. The parks and recreation ~~((department))~~ division ~~((performs))~~ oversees a complement of duties at the direction of the park board, including but not limited to:
1. design, development and maintenance of parks, gardens, the arboretum, swimming pools and recreational grounds and facilities;
 2. development and management of the urban forestry program;
 3. operation and management of the municipal golf courses;
 4. operation and development of a variety of recreational programs serving the public;
 5. operation, maintenance and promotion of grounds facilities and activities at Riverfront Park;
 6. acquisition and long-range planning for future parks and open spaces as well as recreational services; and

7. promotion, public relations, financial control and reporting.
- C. The municipal golf courses may be operated directly by the parks and recreation ~~((department))~~ division or may be operated by licensed golf professionals under contract with the ~~((department))~~ division.

Section 2. That there is adopted a new section 3.01A.361 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.361 Parks Finance / Budget

The parks finance / budget department performs responsible administrative and professional work for the finance and budget functions of the parks and recreation division, which includes monthly financial reporting to the division director and park board, oversight of all accounting practices and procedures in the division, formulation of accounting and financial methods and procedures as needed, preparation of the annual budget with guidance and direction from the division director, and serving as administrative staff to the finance committee of the park board.

Section 3. That there is adopted a new section 3.01A.362 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.362 Parks Operations

The parks operations department performs responsible administrative and professional work for the parks operations functions of the parks and recreation division, which includes supervision of technical and supervisory personnel, drafting of policies and procedures as needed, negotiating and administering contracts, preparing and administering an annual budget adopted by the park board, and serving as administrative staff to the land committee of the park board.

Section 3. That there is adopted a new section 3.01A.363 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.363 Parks Recreation

The parks recreation department performs responsible administrative and professional work for the recreation functions of the parks and recreation division, which includes supervision of technical and supervisory personnel, drafting of policies and procedures as needed, negotiating and administering contracts, preparing and administering an annual budget adopted by the park board, and serving as administrative staff to the recreation committee of the park board.

Section 4. That there is adopted a new section 3.01A.364 to chapter 3.01A of the Spokane Municipal Code to read as follows:

3.01A.364 Parks Riverfront / Entertainment

The parks riverfront / entertainment department performs responsible administrative and professional work for the riverfront and entertainment functions of the parks and recreation division, which includes supervision of technical and supervisory personnel, drafting of policies and procedures as needed, negotiating and administering contracts, preparing and administering an annual budget adopted by the park board, and serving as administrative staff to the riverfront park committee of the park board.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

AGENDA SHEET FOR PARK BOARD MEETING OF: May 9, 2013

Submitting Division
Administration

Contact Person
Leroy Eadie

Phone No.
625-6204



COMMITTEE

- ☐ Riverfront
- ☐ Golf
- ☐ Recreation
- ☐ Land
- ☐ Urban Forestry
- ☐ North Bank Ad-Hoc
- ☒ Finance

CLERK'S FILE
RENEWS
CROSS REF
ENG
BID
REQUISITION

OPR 2013-0450

ng 6.11.2013

AGENDA WORDING:

A resolution supporting creation of exempt positions in Parks and Recreation.

BACKGROUND:

(Attach additional
sheet if necessary)

Park Board wishes to support the City Council's codification through SMC 3.01A Parks and Recreation as a City Division/Department with reporting Departments that reflect the existing and future organizational structure.

RECOMMENDATION: Approve Resolution

Fiscal Impact:

Expenditure:
Revenue:
X Budget neutral

Budget Account

ATTACHMENTS: Include in Packets: Resolution
On file for Review in Office of City Clerk:

SIGNATURES:

Requestor

Kathleen Keck
Parks Accounting

Pat Dalton
Legal Department

Jacki Faught
Director of Parks and Recreation

DISTRIBUTION:

Parks, Kathleen Keck
Risk Manager, Tim Dunivant

Parks, Leroy Eadie
Legal, Pat Dalton

Parks, Jacki Faught

PARK BOARD ACTION:

RECEIVED

JUN 11 2013

CITY CLERK'S OFFICE
SPOKANE, WA

APPROVED BY

SPOKANE PARK BOARD:

Jacki Faught
PARK BOARD

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution supporting creation of exempt positions in Parks and Recreation

WHEREAS, the Park Board is empowered by the City Charter to lay out, establish, purchase, procure, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, and

WHEREAS the Park Board is empowered by the City Charter to exercise supervision over all shade trees, shrubs and plants of all kinds on or in the streets and public places of the city, and over all resting places, water stations, playgrounds and parade grounds, and

WHEREAS the Park Board is empowered by the City Charter to make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations, and

WHEREAS the Park Board is empowered by the City Charter to improve and adorn parks and park property and do all things necessary or proper to render the parks or other property of value to the public, and

WHEREAS the Park Board is empowered by the City Charter to grant concessions, leases and privileges under such restrictions and for such compensation as it shall prescribe, and

WHEREAS the Park Board is empowered by the City Charter to adopt an annual budget for Parks and Recreation, and

WHEREAS, the Parks and Recreation Department has an annual Park Fund operating budget of over \$17.5 million (inclusive of the 8% from the General Fund as mandated by City Charter), and an annual Golf Fund operating budget of over \$3 million, and

WHEREAS, the Parks and Recreation Department has three major divisions: Park Operations, Recreation and Entertainment, and Budget/Finance run by Division Managers who have a greater annual salary and responsibility than many other exempt Department Directors within the City, and,

WHEREAS the Parks and Recreation Department has over 80 full time employees and hundreds of temporary seasonal employees of which the Director is the only exempt employee, and,

WHEREAS the Park Board needs a Director who can assemble the best team of Park's Division Managers possible, and

WHEREAS Parks and Recreation is the only major Department in the City of Spokane that only has one exempt employee, and

WHEREAS future Park Division Manager positions created within the Parks and Recreation Department's Budget shall also be exempt, and

WHEREAS the Park Board understands that if approved these exempt positions would no longer be Civil Service classified positions yet they will still be represented by the Managerial and Professional Association.

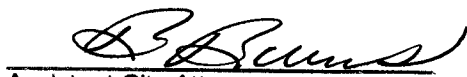
WHEREAS this resolution supports the City Council's codification through SMC 3.01 Parks and Recreation as a City Division/Department with Departments that reflect the existing and future organizational structure.

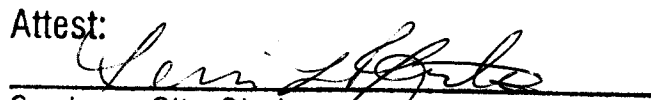
NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board supports the City Council's reclassification of Park Division (both existing or redefined Divisions) Manager existing and future positions in Spokane Parks and Recreation as exempt employees in order to allow the Director the ability to assemble a management team that can meet all the demands of providing Parks and Recreation services for the citizens of Spokane. It is the intent of the Park Board that if future Park's Division Manager Positions are created in the Spokane Parks and Recreation Department that those positions also be exempt.

Dated this 9th day of May, 2013.


Park Board President

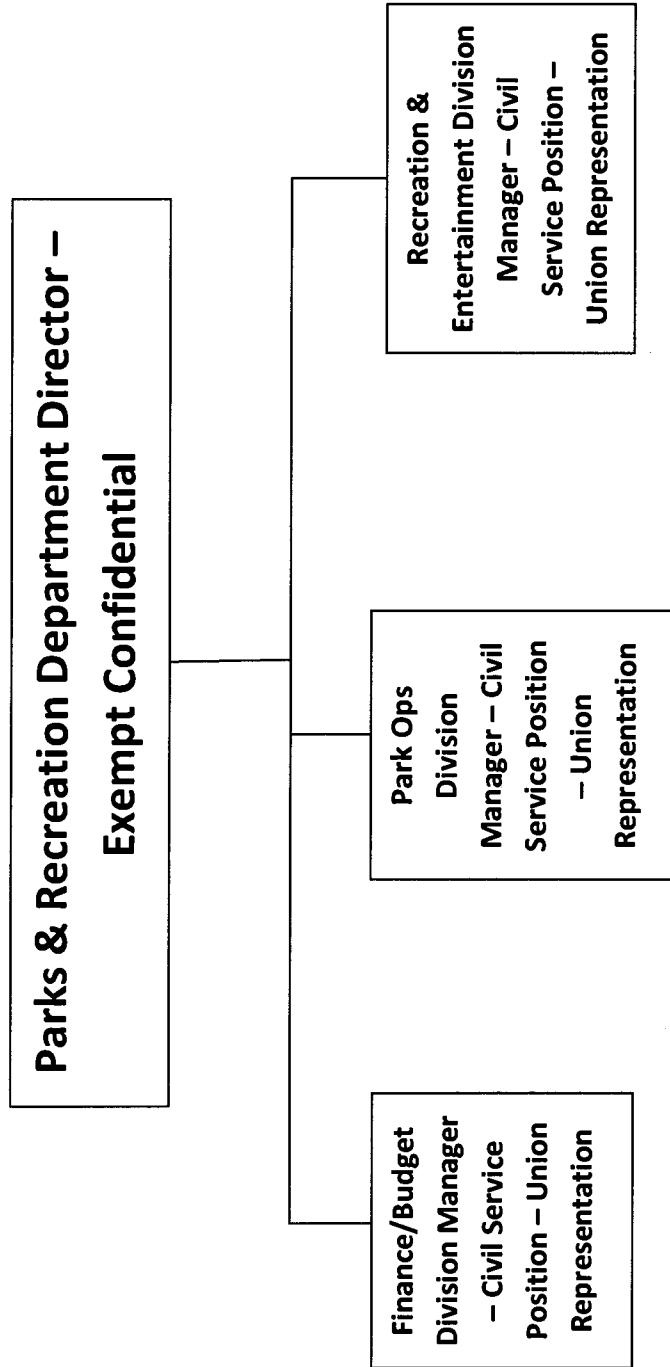
Approved as to form:


Assistant City Attorney

Attest: 
Spokane City Clerk

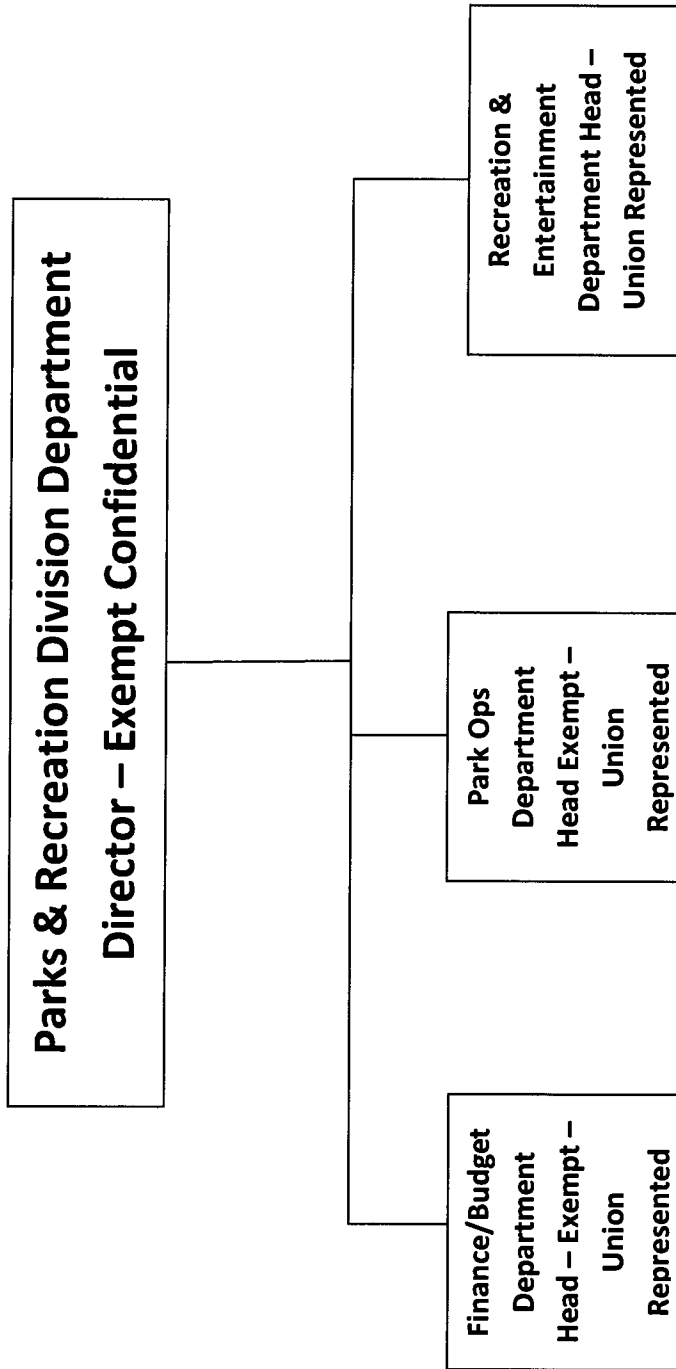


Parks and Recreation Department Today



Parks and Recreation Division Department Tomorrow

(per SMC 3.01)



Notes:

Total # of exempt positions that could be created in Parks by statute is 8.

It is currently the intent to have 4 exempt positions in Parks, which are all in the existing adopted budget.

Any new positions would have to be approved in the Park Budget by the Park Board.

Salary or benefits will not change for the 3 positions that are proposed to become exempt

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35025

Renews #**Submitting Dept**NEIGHBORHOOD SERVICES & CODE
ENFORCEMENT**Cross Ref #****Contact Name/Phone**HEATHER 625-6854
TRAUTMAN**Project #****Contact E-Mail**

HTRAUTMAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0550 EXTERIOR STORAGE

Agenda Wording

An ordinance to regulate exterior storage in residential zones that will establish standards for screening, storage, and placement. Adopt new SMC section 17C.110.270. Violation of this chapter shall constitute a civil infraction under SMC 1.05.160.

Summary (Background)

Unregulated exterior storage can pose a threat to the health and safety of a community. This ordinance was initially proposed by the Community Assembly Public Safety Committee. It was approved by the CA and subsequently reviewed by the Planning Commission. The Commission determined that the ordinance met the approval criteria for the Unified Development Code and was in conformance with the Comp Plan. It was heard by the PCED Committee July 2013. Council members Fagan and Snyder are sponsors.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

Approvals**Council Notifications****Dept Head****Study Session**PLAN COMMISSION
4/24/13**Division Director**

MALLAHAN, JONATHAN

Other

PCED 7/8/13

Finance

DOLAN, PAM

Distribution List**Legal**

BURNS, BARBARA

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For the Mayor

SANDERS, THERESA

htrautman@spokanecity.org

Additional Approvals

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Purchasing

jrichman@spokanecity.org

mfagan@spokanecity.org

jsnyder@spokanecity.org

bstuckart@spokanecity.org

ORDINANCE NO. _____

AN ORDINANCE relating to exterior storage on residential land; amending SMC section 1.05.160; and adopting a new SMC section 17C.110.270 to chapter 17C.110 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17C.110.270 to the Municipal Code to read as follows:

17C.110.270 Exterior Storage—Residential Zones

A. Purpose.

It is the intent and purpose of the City to regulate exterior storage of materials on residential land in a manner to promote the health, safety and general welfare of the community including regulating the type and location of materials. The negative effects of unregulated exterior storage can endanger the health, safety and welfare of the community.

B. Regulated Materials.

1. The following list of items shall not be stored outside of structures. Exterior storage means the physical presence of items not fully enclosed within a structure. Exterior storage means and includes, but shall not be limited to, the following:
 - a. vehicle parts including but not limited to, alternators, engines, transmissions, wheels, tires, body panels, auto glass, interior panels, front and/or rear seats, taillights, head lights, and other vehicle parts thereof;
 - b. household furniture including, but not limited to, mattresses, couches, recliners, tables, desks, bed frames, chairs, other furniture items, and parts thereof;
 - c. appliances including but not limited to dishwashers, stoves, televisions, computers, kitchen accessories, electronic equipment and parts thereof;
 - d. construction materials including but not limited to plaster, lumber, sheetrock, carpet, shelving, cement, bathtubs, toilets, pipe, and

other such items that are not exempted under SMC 17C.110.270(B)(2);

- e. metal including but not limited to iron, steel, aluminum, and other such metals; and
- f. any other items similar in nature.

2. Materials that may be stored outside of structures include:

- a. construction materials that are maintained in a safe manner and in such a way that the materials do not create a hazard to the general public, or an attraction to children, and that are designated for projects on the parcel for which a building permit has been issued through the City of Spokane;
 - 1. Construction materials used for a public works project may be temporarily stored on residential zones up to one year after construction begins.
 - b. construction equipment including ladders, scaffolding, and other such items may be stored outside of structures as long as the equipment is maintained in a safe manner and in such a way that the materials do not create a hazard to the general public, or an attraction to children, and
 - c. items that are manufactured for exterior usage and are being maintained including but not limited to: lawn/patio furniture and décor, benches, play equipment; sandboxes, barbecues, and bicycles.
3. Any items that are considered to be "litter" as according to SMC 10.08.010 including refuse, rubbish, garbage, discarded items and all waste material of every kind and description shall be regulated under Chapter 10.08 Offense Against Public Health.

C. Location.

- 1. Exterior storage of any of the items listed in SMC 17C.110.270(B)(2)(a) and SMC 17C.110.270(B)(2)(b) shall take place from the rear of the main dwelling unit to the rear of the property line,
 - a. except permitted construction materials which may be stored up to thirty days in either side or front yard areas and are exempt from

the fencing and screening requirements designated in subsection (C)(2) below.

2. Exterior storage areas shall be screened from view of the public right-of-way as defined in SMC 17A.020.180(R) through the use of sight-obscuring fencing that meets height requirements set in SMC 17C.110.230 or through the use of screening pursuant to SMC 17C.200.070(A)(1)

- D. Violation—Enforcement and Penalty
Violation of SMC 17C.110.270 shall constitute a class 2 civil infraction per SMC 1.05.160.

Section 3. That SMC 1.05.160 is amended to read as follows:

1.05.160 Penalty Schedule – Land Use Violation

- A. For each subsequent violation, excluding continuing violations, by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class – General.

SMC 1.05.160		
Penalty Schedule – Land Use Violation		
	Infraction	Violation Class
General		
IFC 105.3.3	Occupy Land or Building Without	2
SMC 17G.010.100(B)	Certificate of Occupancy	
SMC 10.48.050	Alarm Installation or Monitoring	1
	Company Failure to Provide	
	Customer List	
SMC 10.48.130	Alarm Installation or Monitoring	1
	Company Failure to Report New	
	Customers	
Boiler Code		
SMC 10.29.020	Operating Boiler Without License	1
SMC 10.29.021	Failure to Report Hazard	1
SMC 10.29.022	Leaving Boiler Room	2
SMC 17F.030.110	Failure to Cause Required	2
	Inspections of Boiler, Pressure	
	Vessel	
SMC 17F.030.130	Improper Operation of Boiler,	1
	Pressure Vessel	
SMC 17F.060.050	Operate Without Elevator Operating	1
	Permit	
Fire Code – International Fire Code (IFC)		

Chapter 22 IFC	Improper Aboveground Storage Tank for Motor Fuel Dispensing	1
Chapter 28 IFC	Improper Storage, Display of Aerosols	2
Chapter 33 IFC	Unauthorized Manufacture, Storage, Sale, Use, Handling of Explosives	1
IFC 105.6.14		
Chapter 10.33A SMC		
SMC 17F.080.060		
IFC 107	Continuance of Hazard	1
IFC 109		
IFC 110		
IFC 109.2.2	Noncompliance with Condemnation Tag	1
IFC 109.2.4	Removal, Destruction of Tag, Sign	1
IFC 304	Improper Storage/Accumulation of Rubbish, Vegetation	2
IFC 304	Storage, Use, Handling of Miscellaneous Combustible Material	2
IFC 308	Improper Use of Candles, Open Flame	3
IFC 311	Failure to Properly Maintain Vacant Building, Property	2
IFC 503.4	Obstruction of Fire Access Road	2
IFC 703.1	Failure to Maintain Fire-resistive Construction	2
IFC 703.2	Failure to Maintain Fire Assemblies for Openings	2
IFC 704		
IFC 805	Failure to Flameproof Decorative Material	2
IFC 806		
IFC 901.4	Failure to Install Protection for Kitchen Hoods, Ducts	2
IFC 901.4	Failure to Install Sprinkler System	2
IFC 901.4	Failure to Install Alarm System	1
SMC 17F.080.100		
SMC 17F.080.150		
IFC 901.6	Failure to Maintain Automatic Extinguishing System	2
IFC 901.6	Failure to Maintain Kitchen Rangehood Extinguishing System	2
IFC 901.6	Failure to Maintain Sprinkler System	2
IFC 901.6	Failure to Maintain Standpipe System	2
IFC 903.4	Failure to Provide Approved Electronic Monitoring for Sprinkler and Fire Alarm Systems	2
IFC 907.15		
IFC 904.11.6.3	Failure to Clean Kitchen Hoods, Ducts	2
IFC 905.3	Failure to Install Standpipe System	2

IFC		
IFC 1003.6	Obstruction of Exit	1
IFC 1011	Failure to Provide Exit Signs	1
IFC 2703.3	Release of Hazardous Material	1
IFC 3404.2.13.1.3	Failure to Remove Abandoned Underground Storage Tank	1
Spokane Municipal Code		
SMC 10.08.040	Fire Hazard from Vegetation and Debris	1
SMC 12.01.0804	Failure to Maintain Pedestrian Strip	2
SMC 12.02.010	Sidewalk Not Clear of Snow, Ice	3
SMC 13.05.010	Tree, etc., Interfering With City Sewer	2
SMC 13.05.020	Poplar, Cottonwood Tree Near Utility Line	2
SMC 17C.110.100	Use Not Permitted in Residential Zone	2
SMC 17C.110.110	Limited Use Standards (Residential)	2
SMC 17C.110.120	Accessory Uses – Residential	2
SMC 17C.110.200 –	Violation of Development Standards –	2
SMC 17C.110.220	Residential	
SMC 17C.110.225	Accessory Structures – Residential	2
SMC 17C.110.230	Residential Fence	2
SMC 17C.110.270	<u>Exterior Storage</u>	<u>2</u>
SMC 17C.110.300 –	Alternative Residential Development	1
SMC 17C.110.350		
SMC 17C.110.400 –	Multi-family Design Standards	1
SMC 17C.110.465		
SMC 17C.110.500 –	Institutional Design Standards	1
SMC 17C.110.575		
SMC 17C.120.100	Use Not Permitted in Commercial Zone	1
SMC 17C.120.110	Limited Use Standards – Commercial	1
SMC 17C.120.210 –	Development Standards -	1
SMC 17C.120.300	Commercial	
SMC 17C.120.310	Commercial Fence	1
SMC 17C.120.500 –	Commercial Design Standards	1
SMC 17C.120.580		
SMC 17C.122.070	Use Not Permitted in Center and Corridor Zone	1
SMC 17C.122.080 –	Development Standards – Center and	1
SMC 17C.122.150	Corridor Zone	
SMC 17C.124.100	Use Not Permitted in Downtown Zone	1
SMC 17C.124.110	Limited Use Standards – Downtown	1
SMC 17C.124.210 –	Development Standards - Downtown	1
SMC 17C.124.300		
SMC 17C.124.310	Fences – Downtown Zone	1
SMC 17C.124.340	Parking and Loading - Downtown	1

SMC 17C.124.500 –	Design Standards – Downtown	1
SMC 17C.124.590		
SMC 17C.130.100 –	Use Not Permitted in Industrial Zone	1
SMC 17C.130.110		
SMC 17C.130.210 –	Violation of Development Standards	1
SMC 17C.130.250		
SMC 17C.130.270	Outdoor Activities Not Permitted	1
SMC 17C.130.300	Detached Accessory Structures	1
SMC 17C.130.310	Industrial Fence	1
SMC 17C.160.020 –	North River Overlay District	1
SMC 17C.160.030		
SMC 17C.170.110	Special Height Overlay Zone	1
SMC 17C.180.050 –	Airfield Overlay Zone	1
SMC 17C.180.100		
SMC 17C.200.040 –	Landscaping and Screening	1
SMC 17C.200.110	Requirements	
SMC 17C.210.040 –	Non-conforming Rights	1
SMC 17C.210.070		
SMC 17C.220.080 –	Off-Site Impacts	1
SMC 17C.220.090		
SMC 17C.230.140 –	Development Standards – Parking	2
SMC 17C.230.300	and Loading	
SMC 17C.230.310	Design Standards - Parking	1
	Structures	
SMC 17C.240.070 –	Sign in Violation of the Sign Code	1
SMC 17C.240.270		
SMC 17C.300.100	Accessory Dwelling Units General	2
	Regulations	
SMC 17C.300.110	Accessory Dwelling Units Criteria	2
SMC 17C.300.130	ADU Development Standards	1
SMC 17C.305.020	Adult Business Use Standards	1
SMC 17C.310.100 –	Animal Keeping –	2
SMC 17C.310.160	Permitted/Prohibited Practices	
SMC 17C.315.120	Bed and Breakfast Use-related	2
	Regulations	
SMC 17C.315.130	Bed and Breakfast Site-related	2
	Standards	
SMC 17C.315.150	Bed and Breakfast Monitoring	2
SMC 17C.315.160	Pre-established Bed and Breakfast	2
	Facilities	
SMC 17C.319.100	Commercial Use of Residential	2
	Streets	
SMC 17C.319.200	Recreational Camping	2
SMC 17C.320.080	Conditional Uses	1
SMC 17C.325.030 –	Drive-through Facilities	1
SMC 17C.325.060		
SMC 17C.330.120	Group Living Development Standards	1

SMC 17C.335.110	Historical Structures – Change Of Use Development Standards	1
SMC 17C.340.100 – SMC 17C.340.110	Home Occupations	2
SMC 17C.345.100 – SMC 17C.345.120	Manufactured Homes and Mobile Home Parks	1
SMC 17C.350.030	Development Standards – Mini Storage Facilities	1
SMC 17C.350.040	Design Considerations – Mini Storage Facilities	1
SMC 17C.355.030 – SMC 17C.355.040	Wireless Communication Facilities	1
Chapter 17D.060 SMC	Stormwater Facility Standards	1
SMC 17E.010.080	Aquifer Pollution Nuisance Declared by Critical Review Officer	2
SMC 17E.010.160(B) SMC 17E.010.350(F) SMC 17E.010.540(F) SMC 17E.010.160(C)	Failure to Comply With Order, Decision of Critical Review Officer	1
SMC 17E.010.210(A)	Failure to Abide by Terms, Conditions of Permit, License, Approval	1
SMC 17E.010.230 SMC 17E.010.440	Maintain Underground Storage Tank Without Permit	2
SMC 17E.010.350(A) SMC 17E.010.350(E) SMC 17E.010.540(A) SMC 17E.010.540(E) SMC 17E.010.350(B) SMC 17E.010.540(B) SMC 17E.010.350(C) SMC 17E.010.540(C)	Use of Underground/Aboveground Storage Tank Without Permit	1
SMC 17E.010.350(D) SMC 17E.010.540(D) Chapter 17E.020 SMC	Supply False, Inaccurate, Incomplete Information Concerning an UST or AST	2
Chapter 17E.040 SMC	Approval Permit Violation	2
SMC 17E.060.120	Fill Unpermitted	2
Chapter 17E.070 SMC	Underground/Aboveground Storage Tank	2
SMC 17F.070.380	Tamper with, Fail to Maintain Inventory, Other Records	2
	Prohibited Activities in Fish and Wildlife Areas and Buffers	1
	Prohibited Activities in Geological Hazard Areas and Buffers	1
	Use, Alter Land, Erect, Alter, Occupy Structure Within Shoreline Without Compliance With Shoreline Management Regulations	1
	Prohibited Activities in Wetlands and Buffers	1
	Failure to Discharge Responsibilities of Owner	2

SMC 17F.070.390	Failure to Discharge Responsibilities of Occupant	2
SMC 17F.080.250	Failure to Maintain Fire Alarm System	1
SMC 17F.080.260(B)	Failure to Provide Fire Protection System Verification Fees	2
SMC 17F.080.280	Failure to Secure Fire-damaged Building	2
SMC 17F.080.390	Failure to Provide Semi-annual Inspection of Private Hydrant	2
SMC 17F.080.420	Failure to Maintain Private Hydrant	2
SMC 17F.080.440	Lack of Basement Sprinkler System in Existing Building	2
SMC 17G.010.100 (C)(2)	Testing Underground Storage Tank Without Spokane Fire Department Registration	1

PASSED BY THE CITY COUNCIL on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed Amendments to the Spokane Municipal Code
Chapter 17C.110.270-Outdoor Storage – Residential; Chapter 1.05.160-Penalty
Schedule – Land Use Violation; Chapter 17A.020.150-Definitions**

A recommendation from the City Plan Commission to the City Council to approve amendments to the Spokane Municipal Code Chapter 17C.110.270-Outdoor Storage – Residential; Chapter 1.05.160-Penalty Schedule – Land Use Violation; Chapter 17A.020.150-Definitions.

Findings of Fact:

A. The Plan Commission has been asked to consider and make recommendations to the City Council on proposed amendments to Chapter 17C.110.270-Outdoor Storage – Residential; Chapter 1.05.160-Penalty Schedule – Land Use Violation; Chapter 17A.020.150-Definitions for the regulation of outdoor storage in residential zones.

B. Outdoor storage as a use is not sufficiently regulated to avoid negative impacts in the single family and multi family residential zones of the City of Spokane. Outdoor storage is highly regulated in the office, commercial and industrial zones through a combination of requirements such as prohibition of the activity, screening through fencing or landscaping or requiring the activity to be within a structure (See Spokane Municipal Code (SMC) Sections 17C.120.250-270, 17C.124.110-270, and 17C.130.110-270).

C. The impacts of outdoor storage on neighboring residential property is felt more specially than commercial or industrial zones through detracting of investment in maintenance of property, stifling neighborhood interaction due to perception of unsafe conditions, exposure of the public to unsafe conditions and affecting the quality of life that the neighbors may expect.

D. ‘Outdoor Storage’ can include accumulation of materials such as bottles, cans, plastic, scrap metal, broken stone or cement, building materials, barrels, boxes, appliances, auto parts, and other materials left for periods of time. This would exclude items which are highly transitory such as building materials, whole vehicles, firewood and other items which would be expected to endure exposure to the elements. This is not the accumulation of ‘rubbish’ or ‘trash’ as these items are already considered “litter” under Spokane Municipal Code Chapter 10.08.010-Offense Against Public Health.

E. Citizen input through the Community Assembly have indicated in interest in developing an ordinance to regulate outdoor storage in residential zones. The Community Assembly forwarded a request on March 27, 2012 to the City Administration to develop such an ordinance.

F. A draft ordinance was developed as a result of eight Public Safety Committee meetings of the Community Assembly and input from the Office of Neighborhood Service and Code Enforcement Staff. The Public Safety Committee met on the following dates to develop a draft ordinance: May 8, 2012; May 22, 2013; June 12, 2012; June 26, 2012; July 10, 2012; July 17, 2012; August 14, 2012; and August 20, 2012.

G. The Community Assembly reviewed the Outdoor Storage Ordinance developed by the Public Safety Committee on September 7, 2012 and voted to forward the draft for Legal review and continue with the process of adoption.

H. The Spokane City Plan Commission held a workshop to study the proposed amendments on March 13, 2013 and voted to forward the recommendations to a Plan Commission Hearing on April 24, 2013.

I. Notice of the proposed amendments to Chapter 17C.110.270; 1.05.160; and 17A.020.150 at the Plan Commission Hearing on April 24, 2013 was published in the Spokesman Review on April 10, 2013 and April 17, 2013.

J. The City Plan Commission held a Public Hearing on April 24, 2013 to obtain public comments on the proposed amendments; deliberations followed.

K. The proposed amendments were initiated and processed pursuant to the procedures set forth in Chapter 17G.025 SMC.

Conclusions:

A. The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.

B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and
2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.025.

Recommendations:

By a vote of _ to _, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.

**Michael Ekins, President
Spokane Plan Commission**

Date

BRIEFING PAPER
City of Spokane
PCED Committee
July 8, 2013

Subject

Outdoor storage as a use is not sufficiently regulated to avoid negative impacts in the single family and multi family residential zones of the City of Spokane.

Background

Outdoor storage is highly regulated in the office, commercial and industrial zones through a combination of requirements such as prohibition of the activity, screening through fencing or landscaping or requiring the activity to be within a structure ((See Spokane Municipal Code (SMC) Sections 17C.120.250-270, 17C.124.110-270, and 17C.130.110-270)). The existence of regulations for this use in the commercial zones and lack of such regulations for residential zones is inequitable when compared to the amount of property in the city which is zoned residential (80%) and the effect such activity may have on neighboring properties.

Impact

The impacts of outdoor storage on neighboring residential property is felt more specially than commercial or industrial zones through detraction of investment in maintenance of properties, stifling neighborhood interaction due to perception of unsafe conditions, exposure of the public to unsafe conditions and affecting the quality of life that the neighbors may expect.

For purposes of this paper, 'Outdoor Storage' can include accumulation of materials such as household furniture, scrap metal, broken stone or cement, barrels, boxes, appliances, auto parts, and other materials left for periods of time. This would exclude items which are highly transitory such as building materials designated for projects on the parcel for which a building permit has been issued, whole vehicles, firewood and other items which would be expected to endure exposure to the elements for long periods of time.

Action

The Community Assembly and the Plan Commission has reviewed this issue. Plan Commission voted 7-0 on April 24, 2013 to recommend that the City Council adopt this ordinance to address outdoor storage based on the community support of this regulation.

WAC 197-11-970 Determination of nonsignificance (DNS).

DETERMINATION OF NONSIGNIFICANCE

Description of proposal: The City of Spokane has prepared a State Environmental Policy Act (SEPA) Environmental Checklist and has issued a Determination of Nonsignificance for the proposed Outdoor Storage Ordinance. The City of Spokane has determined that this ordinance will not have significant adverse impacts on the environment and an Environmental Impact Statement (EIS) is not required.

Proponent: City of Spokane

Location of proposal, including street address, if any: This ordinance will apply to all lots zoned RA, RSF, RTF, RMF, and RHD within the City of Spokane. Since this ordinance modifies the existing zoning code, this proposal also constitutes a Growth Management Act (GMA) action. As required, the Department of Commerce has been notified of this GMA action.

Lead agency: City of Spokane

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

☐ There is no comment period for this DNS.

☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

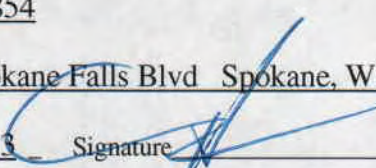
● This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by August 19, 2013.

Responsible official: Heather Trautman

Position/titled: Director, Department of Neighborhood Services and Code Enforcement

Phone: (509) 625-6854

Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Date: August 5, 2013 Signature 

(OPTIONAL)

- You may appeal this determination to Heather Trautman
at 808 W Spokane Falls Blvd Spokane, WA 99201
no later than August 19, 2013
by (method) Email htrautman@spokanecity.org

You should be prepared to make specific factual objections.

Contact _____ to read or ask about the procedures for SEPA appeals.

☐ There is no agency appeal.

CC: Washington State Department of Ecology

City of Spokane:

- Eldon Brown, Developer Services
- John Hasley, Building Department
- Julie Neff, Planning Services
- Ken Pelton, Planning Services
- Kristen Griffin, Historic Preservation
- Tim Szambelan, Legal Department
- James Richman, Legal Department
- Bobby Williams, Fire Department

Eric Meyer, Spokane Regional Health District

April Westby, Spokane Regional Clean Air Agency

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

09/16/2013

Date**Rec'd**

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Clerk's**File #**

ORD

C35030

Renews #**Submitting**

CITY COUNCIL

Cross Ref**Contact**

CM FAGAN / CM MCLAUGHLIN 6257 / 6256

Project #**Contact E-**

MFAGAN@SPOKANECITY.ORG/NMCGLAUGHLIN@SPOKANECITY.

Bid #**Agenda**

First Reading Ordinance

Requisitio**Agenda**

UNLAWFUL PUBLIC EXPOSURE

Agenda Wording

An ordinance relating to unlawful public exposure; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

Summary (Background)

There is currently no separate charge in the SMC for unlawful public exposure. The conduct described in the proposed ordinance does not fall under the criteria of indecent exposure under SMC 10.06.025 or lewd conduct under SMC 10.06.020. The proposed ordinance will create a separate charge designated as unlawful public exposure, which would still be a criminal misdemeanor.

Fiscal Impact**Budget Account**

Select

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BudgetAccount3

Select

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#

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

WESTFALL, JENNIFER

Study Session**Division****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

mfagan@spokanecity.org

For the

SANDERS, THERESA

nmcglaughlin@spokanecity.org

Additional Approvals

bstuckart@spokanecity.org

Purchasing

jwestfall@spokanecity.org

smcgrath@spokanecity.org

ORDINANCE NO. C - _____

An ordinance relating to unlawful public exposure; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code to read as follows:

Section 10.06.050 Unlawful Public Exposure

- A. It is unlawful for any person to intentionally commit any act constituting unlawful public exposure or for the owner, lessee, manager, operator or other person in charge of any public place to knowingly permit, encourage, or cause to be committed, whether by commission or omission, any unlawful public exposure upon the public place.
- B. "Unlawful public exposure" means the exposure of any of the following body parts of the person without a full and opaque covering in other than a public place provided or set apart for nudity:
 - 1. Any part of the male or female genitals, pubic hair, pubic area, perineum, anus, or bottom one-half of the anal cleft;
 - 2. Any part of the areola or nipple of the female breast; or
 - 3. More than one-half of the part of the female breast located below the top of the areola.
- C. Body paint, body dye, tattoos, latex, tape, or any similar substance applied to the skin surface, any substance that can be washed off the skin, or any substance designed to simulate or which by its nature simulates the appearance of the anatomical area beneath it, is not full and opaque covering as required by this section.
- D. A violation of this section is a misdemeanor.
- E. This section is not applicable to:
 - 1. Classes, seminars, and lectures held for serious scientific, cultural or educational purposes;
 - 2. Expressive conduct such as exhibits, performances or dances that ~~are not~~ obscene, subject to time, place and manner restrictions;
 - 3. Children under ten years of age; or
 - 4. The exposure of a female breast while nursing an infant or expressing breast milk.

F. For purposes of this section, "public place" shall have the meaning as set forth in SMC 10.06.030 D (2).

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd

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Clerk's File #

ORD C35032

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 625.6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 INTERFERENCE WITH HEALTH CARE

Agenda Wording

An ordinance relating to interference with health care facilities or providers; adopting a new section 10.07.060 to chapter 10.07 of the Spokane Municipal Code.

Summary (Background)

This ordinance mirrors existing state law which prohibits the disruption of operations at health care facilities, making it a gross misdemeanor to physically obstruct patient access, make noise, trespass, telephone the facility repeatedly and threaten to inflict injury on patient and employees. Adoption of this ordinance allows Spokane Police to write criminal citations for this conduct in Spokane Municipal Court, thus allowing the behavior to be prosecuted in the City of Spokane.

Fiscal Impact**Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C_____

AN ORDINANCE relating to interference with health care facilities or providers; adopting a new section 10.07.060 to chapter 10.07 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.07.060 to chapter 10.07 SMC to read as follows:

10.07.060 Interference with Health Care Facilities or Providers

A. Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

1. "Health care facility" means a facility that provides health care services directly to patients, including but not limited to, a hospital, clinic, health care provider's office, health maintenance organization, diagnostic or treatment center, neuropsychiatric or mental health facility, hospice, or nursing home.
2. "Health care provider" has the same meaning as defined in RCW 7.70.020 (1) and (2), and also means an officer, director, employee, or agent of a health care facility who sues or testifies regarding matters within the scope of his or her employment.
3. "Aggrieved" means:
 - a. A person, physically present at the health care facility when the prohibited actions occur, whose access is or is about to be obstructed or impeded;
 - b. A person, physically present at the health care facility when the prohibited actions occur, whose care is or is about to be disrupted;
 - c. The health care facility, its employees, or agents;
 - d. The owner of the health care facility or the building or property upon which the health care facility is located.

- B. Prohibition.
It is unlawful for a person except as otherwise protected by state or federal law, alone or in concert with others, to willfully or recklessly interfere with access to or from a health care facility or willfully or recklessly disrupt the normal functioning of such facility by:
1. Physically obstructing or impeding the free passage of a person seeking to enter or depart from the facility or from the common areas of the real property upon which the facility is located;
 2. Making noise that unreasonably disturbs the peace within the facility;
 3. Trespassing on the facility or the common areas of the real property upon which the facility is located;
 4. Telephoning the facility repeatedly, or knowingly permitting any telephone under his or her control to be used for such purpose; or
 5. Threatening to inflict injury on the owners, agents, patients, employees, or property of the facility or knowingly permitting any telephone under his or her control to be used for such purpose.
- C. A violation of SMC 10.07.060 is a gross misdemeanor. A person convicted of violating this section shall be punished as follows:
1. For a first offense, a fine of not less than two hundred fifty dollars and a jail term of not less than twenty-four consecutive hours;
 2. For a second offense, a fine of not less than five hundred dollars and a jail term of not less than seven consecutive days; and
 3. For a third or subsequent offense, a fine of not less than one thousand dollars and a jail term of not less than thirty consecutive days.
- D. Nothing in this section shall prohibit either lawful picketing or other publicity for the purpose of providing the public with information.
- E. Protection of Health Care Patients and Providers.
A court having jurisdiction over a criminal proceeding under this **section** shall take all steps reasonably necessary to safeguard the individual privacy and prevent harassment of a health care patient or health care provider who is a party or witness in a proceeding, including granting protective orders and orders in limine.
- F. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section,

or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35033

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 625.6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 ABUSE OF 911

Agenda Wording

An ordinance relating to the abuse of 911 emergency reporting systems; adopting a new section 10.07.050 to chapter 10.07 of the Spokane Municipal Code.

Summary (Background)

This ordinance creates the crime of Abuse of 911 Emergency Services. Under the ordinance, it is a simple misdemeanor to call 911 for a purpose other than to report a situation that requires prompt service in order to preserve or protect human life or health or property. It requires police to issue a warning before issuing a criminal citation for the prohibited conduct.

Fiscal Impact**Budget Account**

Select \$

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Select \$

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BudgetAccount3

Select \$

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

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C_____

AN ORDINANCE relating to the abuse of 911 emergency reporting systems; adopting a new section 10.07.050 to chapter 10.07 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.07.050 to chapter 10.07 SMC to read as follows:

10.07.050 Abuse of 911 Emergency Reporting Systems

- A. Every person who knowingly calls a 911 emergency reporting system for a purpose other than to report a situation that requires prompt service in order to preserve or protect human life or health or property commits abuse of 911 emergency reporting systems.
- B. Abuse of 911 emergency reporting systems is a simple misdemeanor. No person shall be cited under this chapter unless the person engaged in the prohibited conduct has been notified by a law enforcement officer that the conduct violates this chapter and has been given an opportunity to comply and has refused to comply. If the individual fails to comply, a law enforcement officer may then issue a citation under this section.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35034

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 625.6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 UNLAWFUL TRANSIT CONDUCT

Agenda Wording

An ordinance relating to unlawful transit conduct; amending 10.10.100 of the Spokane Municipal Code.

Summary (Background)

Current law, which is patterned after state law, prohibits certain behaviors that pose a risk to the safe operation of public transportation facilities, vehicles, passengers and employees. This proposed ordinance conforms local law to recent revisions to state law by adding additional prohibited behaviors to the definition of Unlawful Transit Conduct.

Fiscal Impact**Budget Account**

Select \$

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

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

Ordinance No. C- _____

An ordinance relating to unlawful transit conduct; amending SMC section 10.10.100.

The City of Spokane does ordain:

Section 1. That SMC section 10.10.100 is amended to read as follows:

10.10.100 Unlawful ~~((Bus))~~ Transit Conduct

- A. Consistent with the findings of the Washington State Legislature, the city council finds that it is important to the general welfare of the citizens and residents of the City to protect and preserve public safety in the operation of public transportation facilities and vehicles, and to protect the personal safety of both passengers and employees. The city council further finds that public transportation services will be utilized more fully by the general public if it is assured of personal safety and security in such utilization.
- B. A person is guilty of unlawful ~~((bus))~~ transit conduct if, while on or in a ~~((municipal))~~ transit vehicle ~~((as defined by RCW 46.04.355))~~, or in or at a ~~((municipal))~~ transit station~~((, as defined in subsection (C) of this section, and with knowledge that such conduct is prohibited))~~, the person knowingly:
1. ~~((except at a designated place,))~~ smokes or carries a lighted or smoldering pipe, cigar or cigarette; unless the person is smoking in an area designated and authorized by the transit authority;
 2. discards litter other than in designated receptacles;
 3. dumps or discards, or both, any materials on or at a transit facility including, but not limited to, hazardous substances and automotive fluids;
 4. plays any radio, recorder or other sound-producing equipment, except that nothing herein prohibits the use of the equipment when connected to earphones or an ear receiver that limits the sound to an individual listener. The use of public address systems or music systems that are authorized by a transit agency is permitted. The use of communications devices by transit employees and designated contractors or public safety officers in the line of duty is permitted, as is the use of private communications devices used to summon, notify, or communicate with other individuals, such as pagers and cellular phones;
- ~~((a. such equipment when connected to earphones that limit the sound to individual listeners, or~~

- b. ~~a communication device by an employee of the owner or operator of the municipal transit vehicle or municipal transit station;))~~
5. ((4.)) spits, ((or expectorates;)) urinates, or defecates, except in appropriate plumbing fixtures in restroom facilities;
6. ((5.)) carries any flammable liquid, explosive, acid or other article or material likely to cause harm to others, except that nothing herein prevents a person from carrying a: cigarette, cigar, or pipe lighter or carrying a firearm or ammunition in a way that is not otherwise prohibited by law;
- ~~((a. cigarette, cigar or pipe lighter; or~~
- ~~b. firearm or ammunition in a way that is not otherwise prohibited by law;))~~
7. consumes an alcoholic beverage or is in possession of an open alcoholic beverage container, unless authorized by the transit authority and required permits have been obtained;
8. ((6. intentionally)) obstructs or impedes the flow of ((municipal)) transit vehicles or passenger traffic, hinders or prevents access to ((municipal)) transit vehicles or stations, or otherwise unlawfully interferes with the provision or use of public transportation services;
9. ((7. intentionally)) unreasonably disturbs others by engaging in loud, raucous, unruly, harmful or harassing behavior;
10. ((8.)) destroys, defaces or otherwise damages property ((of a municipality transit vehicle as defined in RCW 35.58.272 employed in the provision or use of public transportation services.)) in a transit vehicle or at a transit facility;
11. with intent to do harm, throws an object in a transit vehicle, at a transit facility, or at any person at a transit facility;
12. possesses an unissued transfer or fare media or tenders an unissued transfer or fare media as proof of fare payment;
13. falsely claims to be a transit operator or other transit employee or through words, actions, or the use of clothes, insignia, or equipment resembling department-issued uniforms and equipment, creates a false impression that the person is a transit operator or other transit employee;

14. engages in gambling or any game of chance for the winning of money or anything of value;
 15. skates on roller skates or in-line skates, or rides in or upon or by any means a coaster, skateboard, toy vehicle, or any similar device. However, a person may walk while wearing skates or carry a skateboard while on or in a transit vehicle or in or at a transit station if that conduct is not otherwise prohibited by law; or
 16. engages in other conduct that is inconsistent with the intended use and purpose of the transit facility, transit station, or transit vehicle and refuses to obey the lawful commands of an agent of the transit authority or a peace officer to cease such conduct.
- C. ~~For the purposes of this section: (“municipal transit station” means all facilities, structures, lands, interest in lands, air rights over lands and rights-of-way of all kinds that are owned, leased, held or used by a municipality as defined in RCW 35.58.272 for the purpose of providing public transportation services, including but not limited to park and ride lots, transit centers and tunnels and bus shelters.)~~
1. “Transit station” or “transit facility” means all passenger facilities, structures, stops, shelters, bus zones, properties, and rights-of-way of all kinds that are owned, leased, held or used by a transit authority for the purpose of providing public transportation services.
 2. “Transit vehicle” means any motor vehicle, street car, train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated by a transit authority or an entity providing service on behalf of a transit authority that is used for the purpose of carrying passengers on a regular schedule.
 3. “Transit authority” means a city transit system under RCW 35.58.2721 or chapter 35.95A RCW, a county transportation authority under chapter 36.57 RCW, a metropolitan municipal corporation transit system under chapter 36.56 RCW, a public transportation benefit area under chapter 36.57A RCW, an unincorporated transportation benefit area under RCW 36.57.100, a regional transportation authority under chapter 81.112 RCW, or any special purpose district formed to operate a public transportation system.
- D. Any person who violates this section is guilty of ~~((Unlawful bus conduct is))~~ a misdemeanor.
- E. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion, or

the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder or this section or the validity of its application to other persons or circumstances.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35035

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 625.6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 SIDEWALK RIDING

Agenda Wording

An ordinance relating to sidewalk riding; and amending SMC section 16A.61.787.

Summary (Background)

Current law prohibits riding a bicycle or non-motorized vehicle upon any sidewalk or other pedestrian way within the retail zone of the congested district of the City as defined by SMC 16A.04.010 and SMC 16A.04.020. The existing ordinance does not define non-motorized vehicle. This ordinance adds a definition of non-motorized vehicle. It makes exemptions for wheeled vehicles that do not constitute a safety hazard, such as wagons and strollers and mobility devices.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C _____

AN ORDINANCE relating to sidewalk riding; and amending SMC section 16A.61.787.

The City of Spokane does ordain:

Section 1. That SMC section 16A.61.787 is amended to read as follows:

16A.61.787 Sidewalk Riding and Parking Regulated

- A. No person may ride a bicycle or non-motorized vehicle upon any sidewalk or other pedestrian way within the retail zone of the congested district of the City as defined by SMC 16A.04.010 and SMC 16A.04.020, provided that nothing contained herein shall be construed to prohibit the riding of a bicycle or non-motorized vehicle upon any sidewalk or other pedestrian way within any area other than the retail zone of the congested district of the City.
- B. Whenever any person is riding a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way of the City, the persons shall yield the right-of-way to all pedestrians and shall give an audible signal before overtaking and passing any pedestrian.
- C. Whenever any person is riding a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way of the City, the person shall at all times exercise due care to avoid colliding with any pedestrian and shall operate the same in a careful and prudent manner and at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and condition of surface. When, because of the width of the sidewalk or other pedestrian way or the amount of pedestrian traffic thereon, riding a bicycle on the sidewalk or other pedestrian way would endanger or unreasonably inconvenience pedestrians, the person shall stop and dismount from the bicycle.
- D. No person shall place a bicycle or non-motorized vehicle upon a sidewalk or other pedestrian way in a manner as to obstruct reasonable pedestrian traffic and/or vehicular traffic emerging from alleys or driveways.
- E. “Non-motorized vehicle” means any wheeled vehicle for transporting a person which is not propelled by a motor or engine, including skateboards, roller skates, in-line roller blades or coasters. This does not apply to wagons, strollers, wheelchairs or assisted transportation devices.
- E. ((E.)) This section does not apply in Riverfront Park or to the Centennial Trail.

G. (~~F.~~) This section does not apply to law enforcement personnel patrolling on bicycles.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35036

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 625.6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 VEHICLE PROWLING ORDINANCE

Agenda Wording

An ordinance relating to making or having vehicle prowling tools; adopting a new section 10.12.045 to chapter 10.12 of the Spokane Municipal Code.

Summary (Background)

The ordinance creates the crime of vehicle prowling tools. Under this ordinance, it is a simple misdemeanor to possess tools that are commonly used to break into vehicles under circumstances that show an intent to use these tools to steal or damage items in vehicles.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C _____

AN ORDINANCE relating to making or having vehicle prowling tools; adopting a new section 10.12.045 to chapter 10.12 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.12.045 to chapter 10.12 SMC to read as follows:

10.12.045 Making or Having Vehicle Prowling Tools

- A. Every person who shall make or mend, or cause to be made or mended, or have in his possession, any engine, machine, tool, false key, pick lock, bit, nippers or implement, or any other implement listed in subsection (B) hereof, that is adapted, designed or commonly used for the commission of vehicle prowling, under circumstances evincing an intent to use or employ, or allow the same to be used or employed in the commission of vehicle prowling, or knowing that the same is intended to be so used, shall be guilty of making or having vehicle prowling tools.
- B. The following tools are to be considered prohibited implements:
 - 1. Slim jim;
 - 2. False master key;
 - 3. Master purpose key;
 - 4. Altered, filed or shaved key;
 - 5. Trial ("jiggler") keys;
 - 6. Slide hammer;
 - 7. Lock puller; or
 - 8. Any other implement shown by facts and circumstances is intended to be used in the commission of vehicle prowling.
- C. For the purposes of this section, the following definitions shall apply:
 - 1. "False Master Key" means any key or other device made or altered to fit locks or ignitions of multiple vehicles, or vehicles other than that for which the key was originally manufactured.

2. "Altered, filed or shaved key" means any key so altered, by cutting, filing, or other means, to fit multiple vehicles, or vehicles other than the vehicle for which the key was originally manufactured.
 3. "Trial ("Jiggler") Keys" means keys or sets designed or altered to manipulate a vehicle locking mechanism other than the lock for which the key was originally manufactured.
 4. A person is guilty of vehicle prowling in the second degree if, with intent to commit a crime against a person or property therein, he or she enters or remains unlawfully in a vehicle other than a motor home, as defined in RCW [46.04.305](#), or a vessel equipped for propulsion by mechanical means or by sail which has a cabin equipped with permanently installed sleeping quarters or cooking facilities.
- D. It shall be prima facie evidence of circumstances evincing an intent to use for commission of vehicle prowling for a person to be in possession of multiple vehicle keys or altered vehicle keys unless the person is a bona fide locksmith or an employee of a licensed auto dealer or other position for which the possession of such keys is in the performance of the person's duties.
- E. Making or having vehicle prowling tools is a misdemeanor.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35038

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 625.6258

Project #**Contact E-Mail**

BSTUCKART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 GRAFFITI REMOVAL

Agenda Wording

An ordinance relating to removal of graffiti; amending SMC section 10.10.090.

Summary (Background)

SMC 10.10.090 relates to the requirement of property owners to remove graffiti from their property. The amendments set forth in this ordinance will remove the provision that the City may have the property declared to be a nuisance if the graffiti is not removed pursuant to the ordinance. Instead the property owner or person responsible for the property will be subject to a class 4 civil infraction.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance also provides that revenue generated from the civil infractions shall be used to fund the Police Department's graffiti abatement program.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
AmtType7	\$ Amount7	# Budget7
AmtType8	\$ Amount8	# Budget8

Distribution List

	Email16
	Email17
	Email18
	Email19
	Email20
	Email21
	Email22
	Email23

Ordinance No. C- _____

An ordinance relating to removal of graffiti; amending SMC section 10.10.090.

The City of Spokane does ordain:

Section 1. That SMC section 10.10.090 is amended to read as follows:

10.10.090 Removal of Graffiti

- A. No person owning or in control of any property may allow the property to be used as a location for graffiti or fail or refuse to remove, cover, or grant permission to City personnel, or City's designee, to remove or cover the graffiti from the property when so directed by a duly authorized City employee or its designee.
- B. Failure to remove the graffiti within ten days (absent exigent circumstances, i.e., inclement weather, insurance delays, disability, etc.) after receipt of notification ~~((may constitute having the property declared a public nuisance under SMC 10.08A.020))~~ is a class 4 civil infraction. Each day of a continuing violation is a separate offense.
- C. Notification by deposit in first class mail to the owner shall include the following:
 - 1. The street address and legal description of the property sufficient for identification of the property, or where there is no postal address a legal description or parcel number.
 - 2. A statement that the property is a potential graffiti nuisance property with a concise description of the conditions leading to the finding.
 - 3. A statement that the graffiti must be removed within ten days after the receipt of the notice and that if the graffiti is not abated within that time ~~((the City may declare the property to be a public nuisance, subject to the abatement procedures in chapter 10.08A SMC))~~ the person owning or responsible for the property shall be subject to a class 4 civil infraction.
 - 4. Notification shall include any graffiti removal assistance programs that may be available.
- D. The City may charge the property owner or the person in possession of the property the cost to the City for the removal or covering of the graffiti when the removal or covering is performed by City personnel or City's designee.
- E. Any owner or other in possession who fails to comply with City personnel's or City designee's direction under this section violates chapter 10.08A SMC.

- F. The parents or legal guardians of any minor child arrested or found committing an act constituting graffiti vandalism may be jointly and severally liable for any damage caused by the minor to real or personal property, whether publicly or privately owned. This may include reimbursement for the removal of graffiti by either the City or the property owner.
- G. Nothing in this section shall affect the right of any person to maintain a civil action arising out of graffiti damage to property.
- H. Revenue generated to the City pursuant to the civil infractions in subsection B shall be used to fund the Police Department's graffiti abatement program.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/23/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35039

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

CARLY 835-4527

Project #**Contact E-Mail**

CCORTRIGHT@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0680-SPD IMPREST FUND - TARGETED CRIMES UNIT

Agenda Wording

Adopting a new section 7.03.156 to chapter 7.03 of the Spokane Municipal Code in order to create an imprest fund for the Targeted Crimes Unit in the amount of \$3,000.00.

Summary (Background)

SMS 7.03.156 will create a new imprest account for the Targeted Crimes Unit in order to maintain their own confidential funds in the amount of \$3,000.00. It has become necessary to add an imprest fund in order to support the team's confidential operations that were not previously segregated and supported into the SMC.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

WALKER, JOE

Study Session

Finance Committee

Division Director

STRAUB, FRANK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

pdolan

For the Mayor

SANDERS, THERESA

agolden

Additional Approvals

mdoval

Purchasing

achirowamangu

jsalstrom

ORDINANCE NO. C-_____

An ordinance creating a Targeted Crimes Unit imprest fund in the Police Department; and adopting a new section 7.03.156 to chapter 7.03 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section That there is adopted a new section 07.03.156 to chapter 7.03 of the Municipal Code to read as follows:

07.03.156 Police Targeted Crimes Unit

There is established in the police department an imprest fund in an amount not to exceed three thousand dollars for use in making small cash purchases and other small miscellaneous payments.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Briefing Paper
City of Spokane
Spokane Police Department
SMC 7.03.156 Targeted Crimes Unit Imprest Fund
Finance Committee—September 11, 2013**

Subject

SMC 7.03.156 An ordinance creating a Targeted Crimes Unit imprest fund in the Police Department.

Background

SMC 7.03.156 establishes in the police department an imprest fund in an amount not to exceed three thousand dollars (\$3,000) for use in making small cash purchases and other small miscellaneous payments.

Impact

Approving the ordinance will enhance the TCU's ability to operate out in the field and alleviate shortages of funds.

Action

Approve SMC 7.03.156 to establish the Targeted Crimes Unit imprest funds at \$3,000.00

Funding

General Fund – Budget Neutral



Agenda Sheet for City Council Meeting of:

09/23/2013

Date Rec'd	DocDate
Clerk's File #	ORD C35040
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	CARLY 4527
Contact E-Mail	CCORTRIGHT@SPOKANEPOLICE.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0680 EXTENSION OF AUTOMATED TRAFFIC CAMERA SYSTEMS PROGRAM

Agenda Wording

An ordinance extending the automated traffic camera systems program; amending SMC section 16A.64.260; and setting an effective date.

Summary (Background)

The City's municipal code authorization for the photored program expires November 12, 2013. This ordinance extends the program through November 12, 2018 to coordinate with the proposed contract extension with AST.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	BudgetAccount3
Select	\$	#	
Approvals		Council Notifications	
Dept Head	WALKER, JOE	Study Session	
Division Director	STRAUB, FRANK	Other	PSC 9/16/2013
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	Police - cccortright, jfranklin	
For the Mayor	SANDERS, THERESA	Legal - bburns	
Additional Approvals		Municipal Court - hdelany	
Purchasing		Prosecutor - eo'hara	
		ATS	
		agolden	
		achirowamangu	

ORDINANCE NO. _____

AN ORDINANCE extending the automated traffic camera systems program; amending SMC section 16A.64.260; and setting an effective date.

The City of Spokane does ordain:

1. Section 1. That SMC section 16A.64.260 is amended to read as follows:

16A.64.260 Termination of Authorization for Use of Automated Traffic Safety Cameras

The authorization granted in [SMC 16A.64.220](#) to use automated traffic safety cameras for issuance of notices of infraction for violations regarding obedience to traffic control devices shall expire on November 12, 2018 ((2013)), unless the city council takes legislative action to extend the authorization.

Section 2. Effective Date.

This ordinance shall take effect and be in force on November 13, 2013.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35026

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

KEN PELTON 625-6063

Contact E-Mail

KPELTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650-ORDINANCE Z1200043

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Application #Z1200043COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "Office" for Chandlers Addition, Block 8 located between Sheridan and Hatch Streets and 5th Avenue and

Summary (Background)

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

BudgetAccount3

#

Approvals**Dept Head**

CHESNEY, SCOTT

Division Director

QUINTRALL, JAN

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PC 8/14/13 - PCED

Distribution List

lhattenburg@spokanecity.org

jrichman@spokanecity.org

schesney@spokanecity.org

Purchasing

kpelton@spokanecity.org

mstanicar@bwarch.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Hartson Avenue, and Highland Park Hartsons Subdivision, Lots C-F; and amending the zoning map from "Residential Multi-Family" (RMF) to "Office" (O-35)."

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. _____
Planning File Z1200043COMP

AN ORDINANCE RELATING TO APPLICATION #Z1200043COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "OFFICE" FOR CHANDLERS ADDITION, BLOCK 8 LOCATED BETWEEN SHERIDAN AND HATCH STREETS AND 5TH AVENUE AND HARTSON AVENUE, AND HIGHLAND PARK HARTSONS SUBDIVISION, LOTS C-F; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTI-FAMILY" (RMF) TO "OFFICE" (O-35); and

WHEREAS, The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, under the Growth Management Act, the City Council may generally consider proposed amendments or revisions of the City's comprehensive plan no more frequently than once every year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect; and

WHEREAS, land use amendment application Z1200043COMP was submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle; and

WHEREAS, Application Z1200043COMP seeks an amendment is to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for Chandler's Addition, Block 8 which is located between Sheridan and Hatch Streets and 5th Avenue and Hartson Avenue and Highland Park Hartson's Subdivision Lots C-F. If approved, the implementing zoning designation requested is "Office-35" (O-35); and

WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and

WHEREAS, the Spokane City Plan Commission held workshops to study the Amendment Applications on May 8, 2013, May 22, 2013 and June 12, 2013; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; and

WHEREAS, notice was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of

the boundary of the subject property on July 30, 2013; and

WHEREAS, staff report found that Application Z1200043COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the proposed Amendment Applications; and

WHEREAS, the Spokane Plan Commission found that Application Z1200043COMP is consistent with and implements the current version of the comprehensive plan; and

WHEREAS, the Plan Commission voted 8 to 0 to recommend approval of Application Z1200043COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; and

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200043COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Residential 15-30" to "Office" for Chandler's Addition, Block 8 which is located between Sheridan and Hatch Streets and 5th Avenue and Hartson Avenue and Highland Park Hartson's Subdivision Lots C-F; and
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "RMF" to "O-35" for this same area.

Passed by the City Council _____, 2013

Ben Stuckart, Council President

Attest:

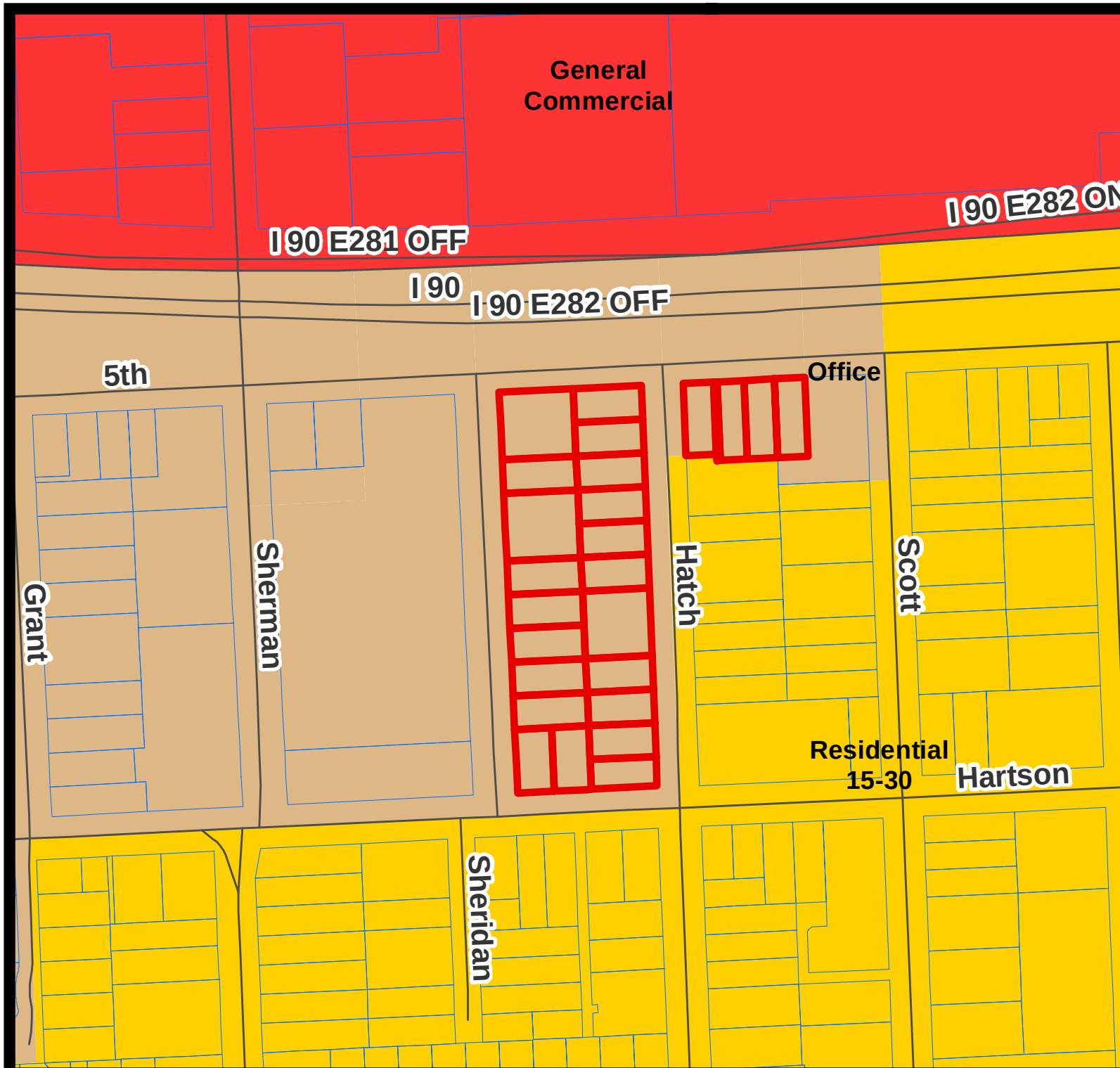
City Clerk

Dated: _____

David A. Condon, Mayor

Approved as to form:

Assistant City Attorney

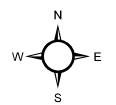
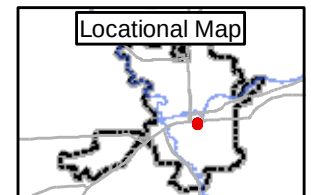


Comprehensive Plan Amendment Z1200043COMP- Cancer Care Northwest Exhibit A- Proposed Land Use

DATE: August, 2013
USER: Planning & Development

Legend

- Parcels- Cancer Care NW Z1200043
- Parcels
- Proposed LandUse**
- Residential 15-30
- Office
- General Commercial
- Street



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

Comprehensive Plan Amendment Z1200043COMP- Cancer Care Northwest Exhibit B- Proposed Zoning

DATE: August, 2013
USER: Planning & Development

Legend

 Parcels- Cancer Care NW
Z1200043

 Parcels

Proposed Zoning

 General Commercial

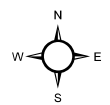
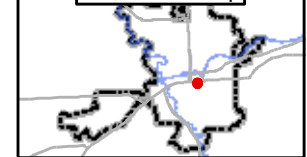
 Office

 Office Retail

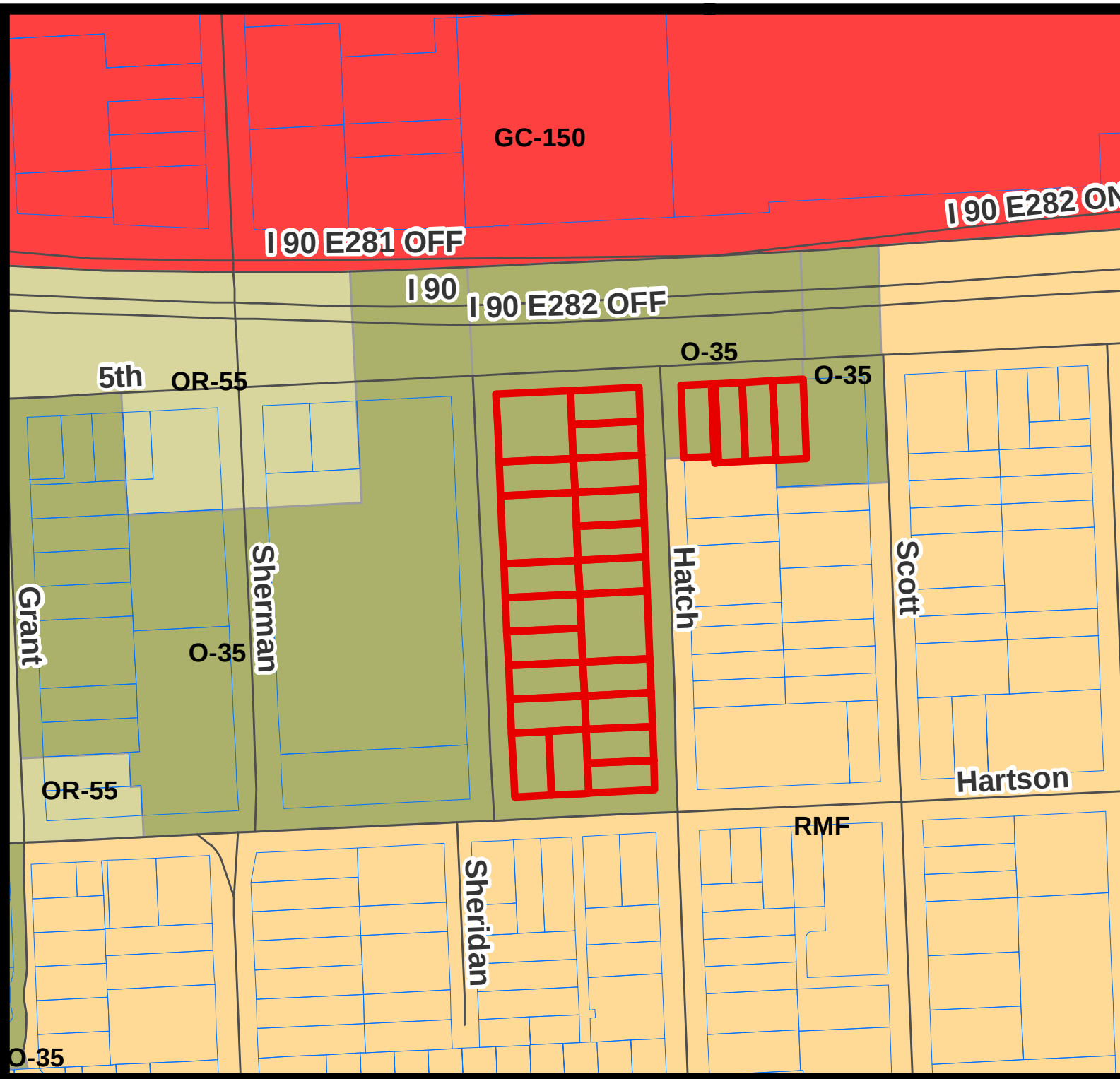
 Residential Multifamily

 Street

Locational Map



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**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
FILE NO. Z1200043-COMP, CANCER CARE ASSOCIATES, LLC**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL: This is an application by Mike Stanicar, on behalf of Cancer Care Associates, LLC, for a proposed comprehensive plan land use plan map amendment. The applicant seeks two amendments: One; a proposal to change the land use plan map designation from “Residential 15-30” to “Office” for eight parcels generally located at 507 S. Sheridan (35202.4828, 35202.4819, 35202.4818, 35202.4817, 35202.4816, 35202.4815, 35202.4814 & 35202.4801) that are 1.25 acres in size, and: Two; a text amendment to modify policy LU 1.5, Office Uses, to provide policy support for the land use plan map amendment. If approved, the implementing zoning designation requested is Office (O-35) for all parcels.

During a workshop session on June 12, 2013, the plan commission modified the amount of land area involved in the proposed amendment. As a result of this modification, the proposed amendment includes the entire block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The modification adds approximately 2 acres to the size of the land use plan amendment. The total size of the proposed land use plan map amendment is 3.25 acres. See maps below.

Note: Site Maps, department and agency comments, and citizen comment letters are attached to this report.

II. GENERAL INFORMATION:



See maps below for additional land area included by Plan Commission

Agent:	Mike Stanicar, Bernardo-Wills Architects, 153 S. Jefferson, Spokane, WA 99201, Phone: (509) 838-4511
Applicant/Property Owner(s):	Cancer Care Associates, LLC;
Location of Proposal:	The applicant's proposal is generally located at 507 S. Sheridan and is comprised of eight parcels: 35202.4828, 35202.4819, 35202.4818, 35202.4817, 35202.4816, 35202.4815, 35202.4814 & 35202.4801.
Existing Land Use Plan Designation:	Residential 15-30
Proposed Land Use Plan Designation:	Office
Existing Zoning:	Residential Multifamily, RMF
Proposed Zoning:	O-35, Office (35' maximum building height)
SEPA Status:	SEPA Determination of Non-Significance issued on July 29, 2013. The appeal period closes on August 14, 2013.
Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Ken Pelton, AICP, Principal Planner; 509-625-6300 kpelton@spokanecity.org

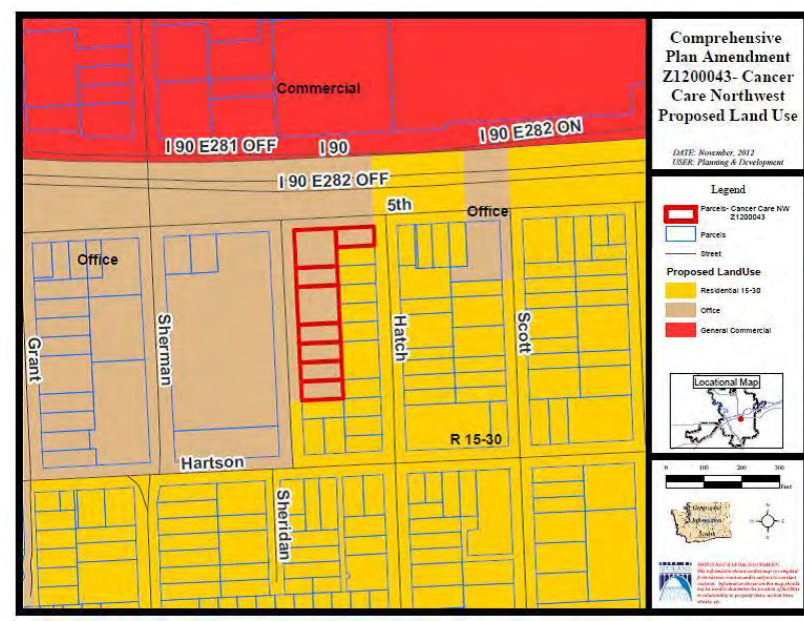
III. FINDINGS OF FACT:

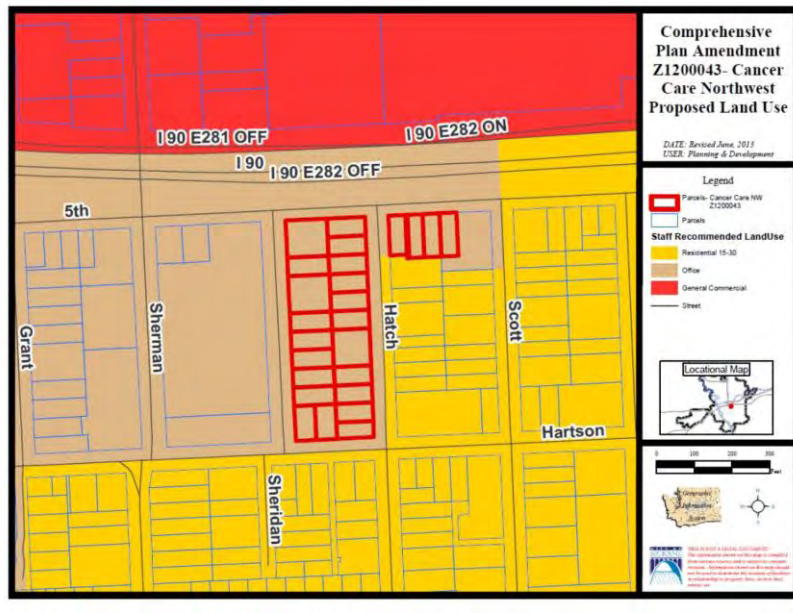
- A. Site Description: Parcel 35202.4828 at the southeast corner of Sheridan and 5th Avenue is currently being used as a parking lot for the existing Cancer Care Associates building. The remaining area of the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street is developed with residential structures or is presently vacant property. The additional land area at the southeast corner of E. 5th Avenue and Hatch Street is largely vacant. There is one residential unit on the lot located at 718 E. 5th Avenue.
- B. Project Description: As authorized by Spokane Municipal Code Section 17G.020, "Comprehensive Plan Amendment Procedure," the applicant is requesting a comprehensive plan land use plan map designation change from "Residential 15-30" to "Office" for parcels totaling approximately 1.25 acres in size. In addition, the applicant proposes to modify the text of the comprehensive plan in Policy LU 1.5 Office. The City of Spokane Plan Commission modified the land area included in this request at their June 12, 2013 workshop to expand the proposed land use plan map amendment to include the entire block east to S. Hatch Street and four additional parcels on E. 5th Avenue (see subsection E below).

C. Existing Land Use Plan Map:



D. Applicant Proposed Land Use Plan Map:



E. Plan Commission Proposed Land Use Plan Map:F. Zoning and Land Use Designation History:

All of the properties included in this request have been zoned in a residential category since 1958. The zoning designation before 2006 was R3, Multifamily Residence Zone. After 2006, the zoning was designated RMF, Residential Multifamily. ,

The land use plan map adopted with the comprehensive plan in 2001 designated this area Residential 15-30.

The former East Central Neighborhood Design Plan adopted in 1986 (rescinded in 2001) designated the land involved in this application Medium Density Residential.

G. Adjacent Land Use:

To the north: I-90.

To the east: Vacant lots and single-family, multi-family uses.

To the south: Vacant lots and single-family uses.

To the west: Existing Cancer Care Associates facility.

H. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.I. Procedural Requirements:

- Application was submitted on October 26, 2012;
- Applicant was provided Notice of Application on April 22, 2013;
- Notice of Application was posted, published, and mailed on April 26, 2013, which began a 55 day public comment period;
- A SEPA Determination of Non Significance was issued on July 29, 2013;
- Notice of Plan Commission Public Hearing was posted and mailed July 30, 2013;
- Notice of Public Hearing was published in the Spokesman Review on July 31, 2013 and August 7, 2013;
- Plan Commission Public Hearing Date is scheduled for August 14, 2013.

IV. DEPARTMENT REPORTS:

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file.

V. CONCLUSIONS:

SMC 17G.020.030 provides the criteria for decisions on amendments to the comprehensive plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

SMC 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is consistent with the Growth Management Act, and the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code as discussed in this report.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The proposed change as recommended by staff would be consistent with these goals.

Staff concludes that this criterion is met.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments

must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with public services and facilities. Staff concludes that this criterion is met.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criterion is not applicable to this proposal. There are no funding shortfall implications

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: Staff has reviewed the comprehensive plan and has provided an analysis of the consistency of the application with its goals and policies, specifically Policy LU 1.5. See attached Exhibit 1. The proposal does not result in the need for other amendments to the comprehensive plan or development regulations

Staff concludes that this criterion is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: The impacts of the land use plan map amendment are limited to the area generally surrounding the site. The other comprehensive plan amendments being processed as a part of the current comprehensive plan amendment cycle are geographically isolated from this site and should not result in impacts in the vicinity of the Cancer Care Associates application.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on July 29, 2013. Staff concludes that this criterion is met.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: Staff finds the proposed amendment will not have a substantial impact on the City's ability to provide services. All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal. Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: This criterion is not applicable.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: The proposed amendment to the text of the comprehensive plan is discussed under subsection "E. Internal Consistency" above and in attached Exhibit 1.

Staff has concluded that the proposed policy amendment is not necessary for the proposed land use plan map amendment and that the map amendment is consistent with the comprehensive plan.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Relevant facts: The applicable comprehensive plan policies have been addressed previously in Criterion E. above. Staff concludes that the land use plan map amendment is consistent with the comprehensive plan. Office use is compatible with neighboring land uses and there have been no concerns raised regarding the availability of facilities and services to support the proposed office area expansion.

- b. The map amendment or site is suitable for the proposed designation;

Relevant facts: The site is suitable for the proposed land use designation change.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: The site and surrounding area has been designated for higher density residential development since the late 1950's. Minimal new residential development has occurred. In fact, many existing houses in the area are being removed and major medical office users are gradually acquiring land apparently for future expansion.

Staff concludes that this amendment implements the comprehensive plan better than the current land use plan map designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: If the land use plan map amendment is approved, the zoning designation of the parcels will change from Residential Multifamily (RMF) to Office (O-35). The proposed zoning changes will implement the proposed Office land use plan map designation. Staff has concluded that no amendments to comprehensive plan policy are needed to support the proposed land use plan map amendment.

L. Inconsistent Amendments

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;
- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or
- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This year (2013), the Plan Commission may consider proposals that are inconsistent with the comprehensive plan. Usually inconsistent amendments require amendments to the text of the comprehensive plan to achieve consistency with policies of the comprehensive plan. However, no changes to the text of the comprehensive plan are necessary for the approval of this application.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: The proposed application has been determined to be consistent with the comprehensive plan. The criteria listed above are intended to be used to evaluate applications that are inconsistent with the comprehensive plan.

VI. RECOMMENDATIONS:

Staff concludes that the proposed amendment is consistent with the comprehensive plan and the Spokane Municipal Code criteria for amendments to the comprehensive plan and recommends approval.

Attachment: Exhibit 1: Existing Comprehensive Plan Office Location Policy and Analysis of Proposed Text Amendment to Policy

Exhibit 1**Existing Comprehensive Plan Office Location Policy
and Analysis of Proposed Text Amendment to Policy**

Current Office Location Policy

(Proposed amendments are emphasized strike-through and underline)

LU 1.5 Office Uses*Direct new office uses to centers and corridors designated on the land use plan map.*

Discussion: Office use of various types is an important component of a center. Offices provide necessary services and employment opportunities for residents of a center and the surrounding neighborhood. Office use in centers may be in multi-story structures in the core area of the center and transition to low-rise structures at the edge.

To ensure that the market for office use is directed to centers, future office use is generally limited in other areas. The Office designations located outside centers are confined to the boundaries of existing office designations. Office use within these boundaries is allowed outside of a center.

The Office designation is also located where it continues an existing office development trend **and or** serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use. For example, office use is encouraged in areas designated Office along the south side of Francis Avenue between Cannon Street and Market Street to a depth of not more than approximately 140 feet from Francis Avenue.

Drive-through facilities associated with offices such as drive-through banks should be allowed only along a principal arterial street subject to size limitations and design guidelines. Ingress and egress for office use should be from the arterial street. Uses such as freestanding sit-down restaurants or retail are appropriate only in the office designation located in higher intensity office areas around downtown Spokane in the North Bank and Medical Districts shown in the Downtown Plan.

Residential uses are permitted in the form of single-family homes on individual lots, upper-floor apartments above offices, or other higher density residential uses.

Staff analysis of Policy LU 1.5:

1. The policy directs office uses to centers and corridors.
2. The policy limits expansion of existing or the addition of new locations of the Office land use plan map designation outside centers and corridors.
3. Under the discussion of the policy, there is an exception that allows the Office designation to be applied to locations “.....where it continues an existing office development trend and serves as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street.” This part of the policy requires both a trend toward office use and a situation where a buffer (or transition land use) is needed between higher intensity activities like a principal arterial or a commercial use, and a lower density area.
4. The policy discourages indiscriminate office use along arterial frontage: “Arterial frontages that are predominantly developed with single-family residences should not be disrupted with office use.”

- 2001 Comprehensive Plan land use plan map



Cancer Care Associates is requesting an amendment to the Comprehensive Plan text and land use plan map. The text amendment is intended to provide policy support for expansion of the Office land use plan map designation for the proposed expansion of office use in the area of the site. Based on the discussion below, staff has concluded that the policy amendment is not necessary to support the application.

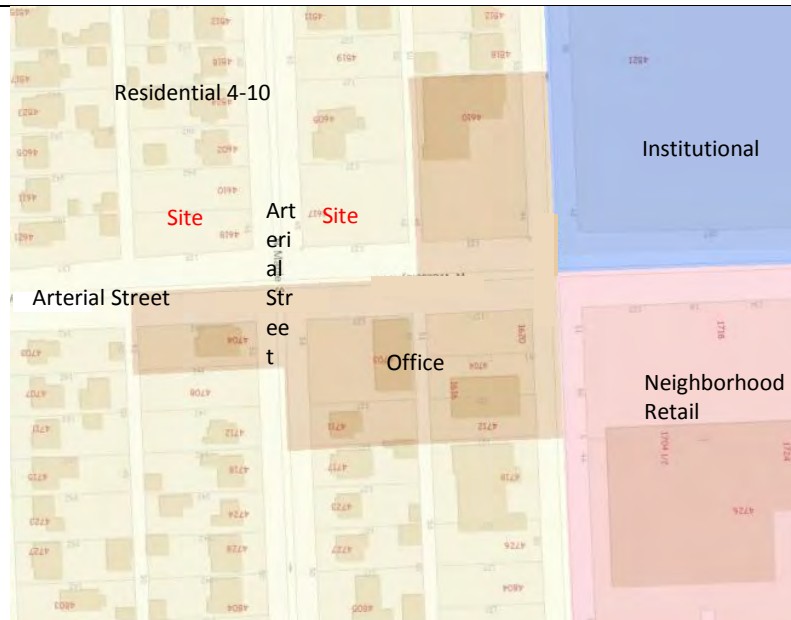
1. The designation of the site for office use would serve “as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street.” The intent is to provide a buffer or transition land use between higher intensity activities (principal arterials and commercial uses) and lower intensity uses like residential areas.
2. The land use plan map amendment site is adjacent to Interstate 90 which is classified as a principal arterial – controlled access high capacity. The site has frontage on 5th Avenue which is a minor arterial. However, because there is no intervening land between 5th

Avenue and Interstate 90, staff concludes that the site of the proposed amendment is adjacent to or adjoins a principal arterial.

3. Higher intensity commercial uses are located across Interstate 90 to the north of the site.
4. The proposed Office designation provides a transitional land use between Interstate 90, the commercial area to the north of Interstate 90 and the residential neighborhood to the south of the amendment site
5. The site of the proposed land use plan map amendment is in an area that is trending toward office development. Substantial office development has occurred on blocks to the west of the site. In addition, major office users close to the site have been acquiring land that is currently zoned for residential use in anticipation of future expansion. The area has been zoned for higher density residential use since the late 1950's and there has been minimal higher density housing constructed in the surrounding area.

Hypothetical examples of locations where Policy LU 1.5 supports office use: Examples 1 and 2 below show locations that demonstrate a trend toward office use and serve as a transitional land use between higher intensity commercial uses on one side of a principal arterial street and a lower density residential area on the opposite side of the street. If a property owner was interested in pursuing a land use plan map amendment, it would be subject to the Comprehensive Plan Amendment process. Impact analysis on delivery of city services would occur through the amendment process and also through site-specific development review and approval.

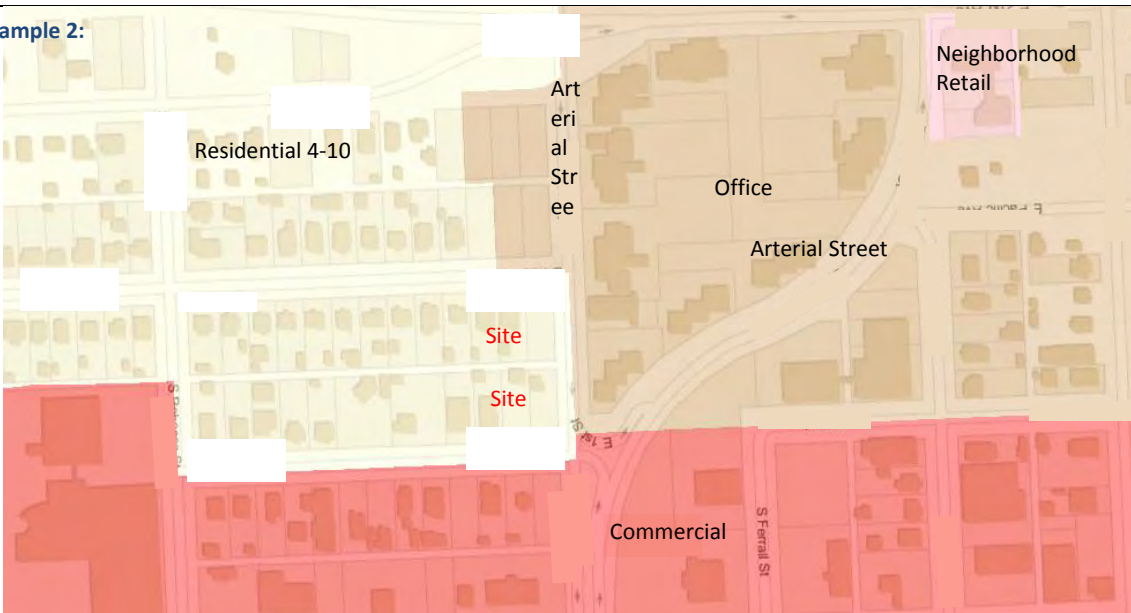
Example 1:



Example Characteristics:

- The two locations labeled “Site” are currently designated Residential 4-10.
- The sites front on a principal arterial street.
- The sites are next to an area designated Office on the land use plan map.
- The sites are not in an area designated as a center or corridor.
- The vacant site adjacent (across an alley) to the Office designated property is developed with a parking lot which serves the adjacent office building.
- The properties labeled “Site” are an example of a location that is trending toward a higher intensity use such as office use.
- The vacant properties are unlikely to be developed in their current residential designation which permits only single family houses.

Example 2:



Example Characteristics:

- The two locations labeled "Site" are currently designated Residential 4-10.
- The sites front on a principal arterial street.
- The sites are across the arterial street from an area designated Office on the land use plan map.
- The sites are not in an area designated as a center or corridor.
- The properties labeled "Site" are an example of a location that is trending toward a higher intensity use such as office use.

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2012-2013 COMPREHENSIVE PLAN AMENDMENTS

□ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. to amend the land use plan map designation from “Residential 15-30” to “Office”. The total size of the proposed land use plan map amendment is 3.25 acres. The site is located east of Sheridan Street and south of 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

□ FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg, to amend the land use plan map designation on two lots from “Office” to “Center and Corridor Core” and on two additional lots from “Residential, 4 to 10 units per acre” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .64 acres. The site is located at the northeast corner of 32nd Avenue and Grand Boulevard. The recommended implementing zoning designation for all lots is Centers & Corridors, Type 1 – District Center (CC1-DC).

□ FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties to amend the land use plan map designation from “Residential 15-30” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

□ FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan recommending a change from “Office” and “Residential 4-10” to “Center and Corridor Core”. The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The recommended implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a comprehensive plan (RCW 36.70A).

B. The City of Spokane adopted a comprehensive plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.

D. All four of the subject comprehensive plan amendment applications were submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle.

E. Staff requested comments from agencies and departments on December 10, 2012. No adverse comments were received from agencies or departments. For the Sonneland Application, File No. Z1200046COMP, additional information was requested related to impacts on the transportation facilities. The traffic studies were reviewed by city staff and determined to be adequate to address these impacts.

F. A public comment period ran from April 29, 2013 to June 22, 2013 which provided a 55 day public comment period. There were no negative comments received regarding File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP. For File No. Z1200046COMP (Sonneland), during the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30 for the land area lying to the south of E. 30th Avenue/E. 31st Avenue. The applicant withdrew this part of the requested land use plan map amendment on May 31, 2013.

G. The Community Assembly received a presentation regarding the draft proposed 2012-2013 comprehensive plan amendments on May 3, 2013 and have been given information regarding the dates of Plan Commission workshops and hearings.

H. The Spokane City Plan Commission held workshops to study the amendments on May 8, May 22, and June 12, 2013.

I. State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on July 29, 2013 for the comprehensive land use plan map and zoning map changes; File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP.

For FILE NO. Z1200046COMP (Sonneland), a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were distributed on July 29, 2013. The mitigation measures are as follows:

1. Any new intersection/driveway at 29th/Stone (south side of 29th) shall be evaluated at the time of a specific project is proposed to the City for such intersection/driveway. The applicant is advised that a new intersection/driveway at this location may be limited to "right-in, right-out only" in order to maintain the function of 29th Avenue and Southeast Boulevard intersection.
2. The east-west connectivity between Martin Street and Southeast Boulevard, generally in the alignment of E. 30th Ave./E. 31st Ave., shall be addressed either as a part of a development agreement or as a part of a traffic study and mitigation for project specific proposals.

The public appeal period for the SEPA determination ended on August 13, 2013.

J. On August 1, 2013, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

K. Notice of the SEPA Checklist and Determination of Non-Significance, the comprehensive plan land use map amendment, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on July 30 and August 7, 2013 and the Official City Gazette on July 24, 2013 and August 7, 2013.

L. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013.

M. The staff reports found that the four comprehensive plan amendment application met all the decision criteria for approval of a comprehensive plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

N. The Plan Commission held a public hearing on the four comprehensive plan amendment applications on August 14, 2013.

O. The early and continuous public participation standards of the Growth Management Act (GMA, RCW 35.70A) and of the City of Spokane development regulations have been met during the consideration of these comprehensive plan amendment applications and persons desiring to make comments and provide testimony have had the opportunity to do so.

By motion and second and a recorded vote, the Plan Commission approved Finding of Facts A through O.

CONCLUSIONS:

A. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for comprehensive plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

By motion and second and a recorded vote, the Plan Commission approved Conclusions A through B.

RECOMMENDATIONS:

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. By a vote of 9 to 0 the Plan Commission recommends to the City Council the approval of a proposed

amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for approximately 3.25 acres including the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" and "Office" to "CC Core" for approximately .64 acres generally located on the east side of S. Grand Blvd between E. 31st Avenue and E. 32nd Avenue. The recommended implementing zoning designation is for all lots is "Centers & Corridors, Type 1 – District Center (CC1-DC)."

FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties. By a vote of 8 to 1, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Residential 15-30" to "CC Core". The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

Recommendations:

By motion and second and a recorded vote, the Plan Commission recommends to the City Council the approval of the proposed Finding of Fact, Conclusion and Recommendation for amendments to the Comprehensive Plan, as written.



**Michael Ekins, President
Spokane Plan Commission**

August 14, 2013



PLANNING & DEVELOPMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013
Spokaneplanning.org

Public Comment received for:

Z1200043-COMP – Cancer Care

No public comment has been received on this application.

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35027

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

KEN PELTON 625-6063

Contact E-Mail

KPELTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ORDINANCE Z1200044

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Application #Z1200044COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard;

Summary (Background)

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

BudgetAccount3

#

Approvals**Dept Head**

CHESNEY, SCOTT

Division Director

QUINTRALL, JAN

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PC 8/14/13 - PCED

Distribution List

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jrichman@spokanecity.org

schesney@spokanecity.org

kpelton@spokanecity.org

dhume@spokane-landuse.com

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and amending the zoning map from "Office (O-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 1, District Center" (CC-1, DC)."

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. _____

AN ORDINANCE RELATING TO APPLICATION #Z1200044COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" AND "RESIDENTIAL 4-10" TO "CC-CORE" FOR .64 ACRES LOCATED AT THE NORTHEAST CORNER OF 32ND AVENUE AND GRAND BOULEVARD; AND AMENDING THE ZONING MAP FROM "OFFICE (O-35)" and "RESIDENTIAL SINGLE FAMILY (RSF)" TO "CENTERS & CORRIDORS TYPE 1, DISTRICT CENTER" (CC-1, DC)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1200044COMP was timely submitted to the City for consideration during the City's 2013 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1200044COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "CC-Core" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard; and amending the zoning map from "Office (O-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 1, District Center (CC-1, DC); and

WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and

WHEREAS, the Spokane City Plan Commission held workshops regarding the proposed Comprehensive Plan amendments on May 8, 2013, May 22, 2013 and June 12, 2013; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; and

WHEREAS, notice was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and

occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013; and

WHEREAS, staff report found that Application Z1200044COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the Application Z1200044COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1200044COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 8 to 0 to recommend approval of Application Z1200044COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200044COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Residential 15-30" to "Office" for .64 acres located at the northeast corner of 32nd Avenue and Grand Boulevard as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "RMF" to "O-35" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Ben Stuckart, Council President

Attest:

City Clerk

Dated: _____

David A. Condon, Mayor

Approved as to form:

Assistant City Attorney

Comprehensive Plan Amendment Z1200044COMP- Carlberg Exhibit A- Proposed Land Use

DATE: August, 2013
USER: Planning & Development

Legend

 Parcels- Carlberg
Z1200044

 Parcels

Proposed LandUse

 Residential 4-10

 Residential 15-30

 Residential 15+

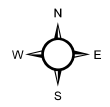
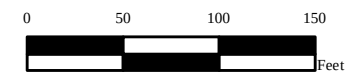
 Office

 CC Core

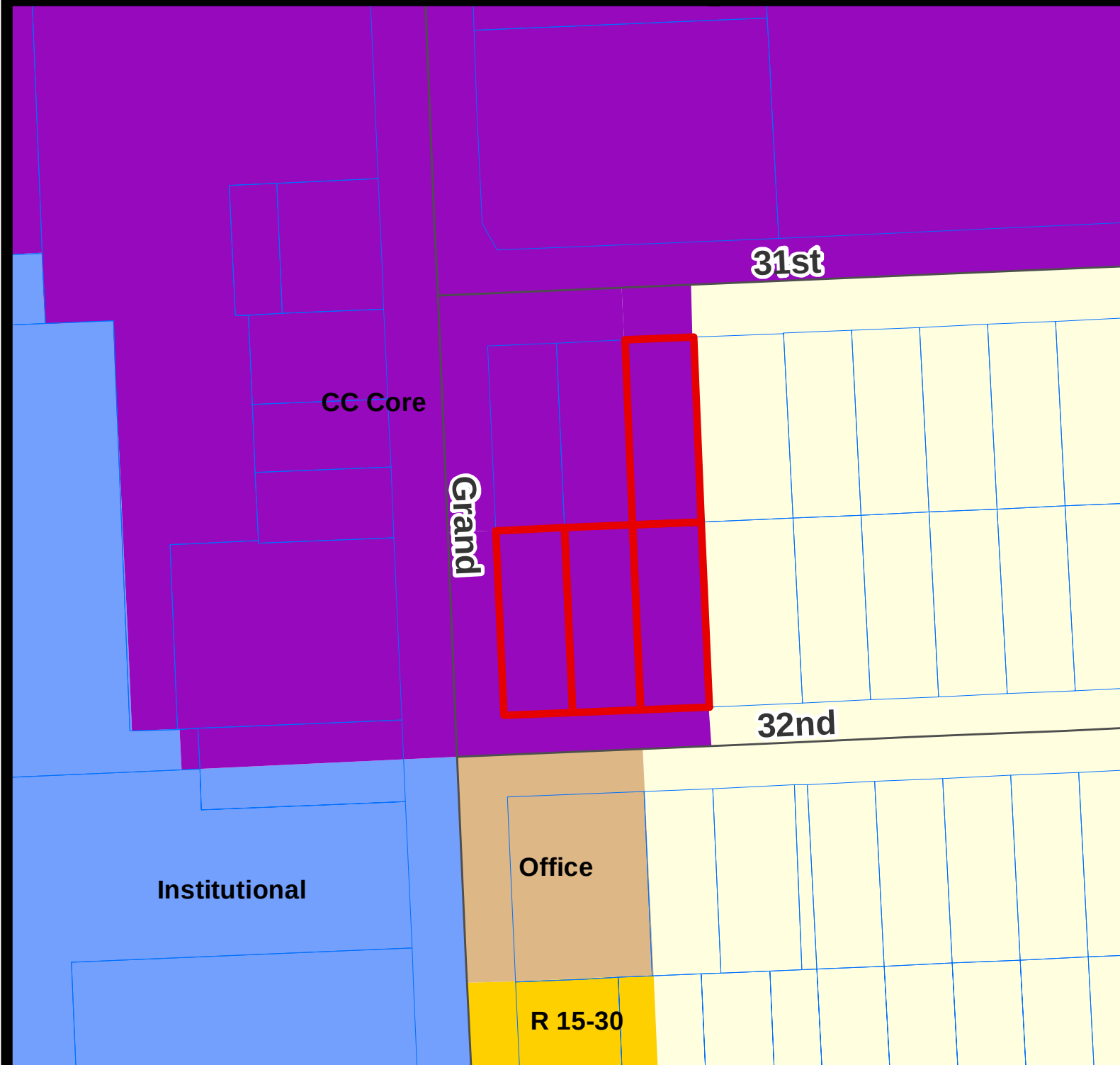
 Institutional

 Street

Locational Map



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.



Comprehensive Plan Amendment Z1200044COMP- Carlberg Exhibit B- Proposed Zoning

DATE: August, 2013
USER: Planning & Development

Legend

 Parcels- Carlberg
Z1200044

 Parcels

Proposed Zoning

 Center and Corridor Type 1

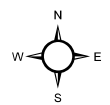
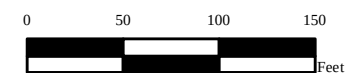
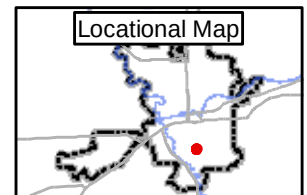
 Center and Corridor Type 2

 Office

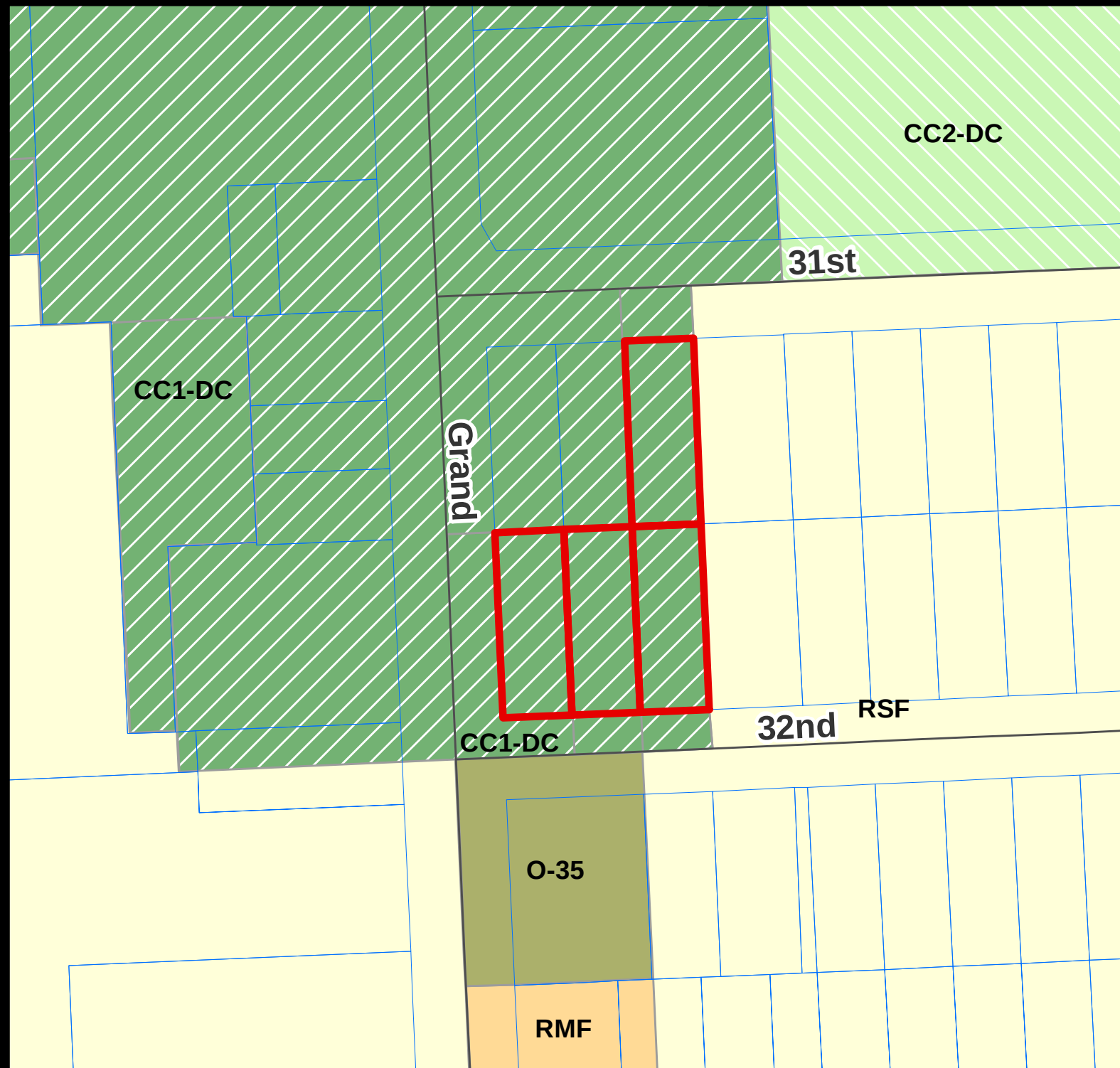
 Residential Multifamily

 Residential Single-Family

 Street



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



**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
FILE NO. Z1200044-COMP CARLBERG**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL: This proposal is to change the land use of two parcels from “Office” to “CC Core” and to change the land use on two additional parcels from “Residential, 4 to 10 units per acre” to “CC Core”. The approximate combined size of the four lots is .64 acres. The applicant owns two additional parcels adjacent to this proposal that are designated “CC Core” on the City of Spokane Land Use Map. If approved, the zoning for all four parcels would be Centers & Corridors, Type 1 – District Center (CC1-DC).

II. GENERAL INFORMATION:

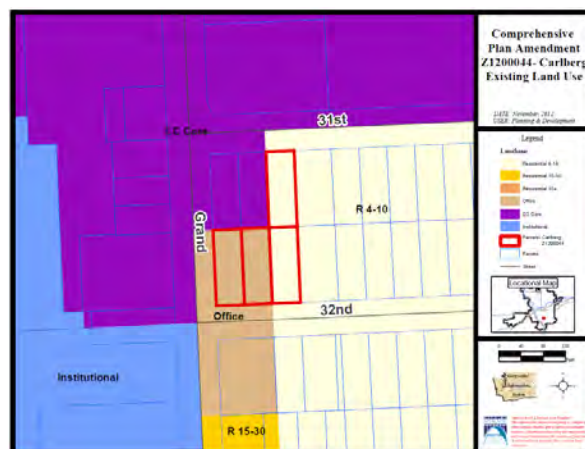


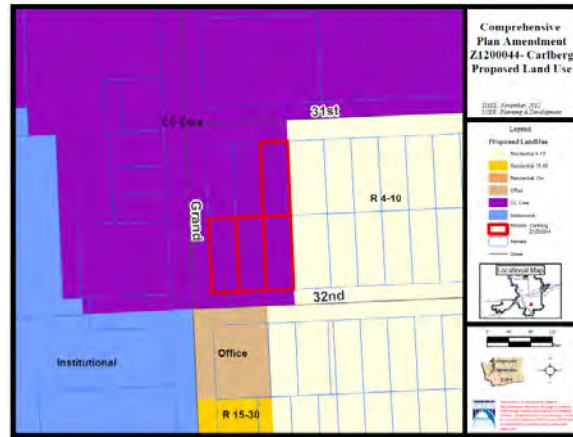
Agent:	Dwight Hume
Applicant/Property Owner(s):	Tim Carlberg
Location of Proposal:	This proposal is generally located on the east side of S. Grand Blvd between E. 31 st Avenue and E. 32 nd Avenue extending east 3 parcels in depth to the east. The parcel numbers are 35322.1602; 35322.1607; 35322.1606; and 35322.1605. The parcel addresses are 614 E. 31 st Avenue; 603, 607, and 611 E. 32 nd Avenue. (NW ¼ of Section 32, T25N, R42.W.M.)
Existing Land Use Plan Designation:	Office and Residential 4 to 10 units per acre
Proposed Land Use Plan Designation:	CC Core (Centers & Corridors Core)
Existing Zoning:	O-35 (Office 35ft height limit) and RSF (Residential Single Family)
Proposed Zoning:	CC1-DC (Centers & Corridors Type 1, District Center)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on July 29, 2013. The appeal period closed on August 13, 2013.

Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Tirrell Black, AICP, Assistant Planner; tblack@spokanecity.org

III. FINDINGS OF FACT:

- A. Site Description: The parcels contain single family residences. The parcels are located to the east of an existing commercial building and an espresso stand. The sites with an address on 31st Avenue face Manito Shopping Center and property owned by Washington Trust Bank. The sites with an address on 32nd Avenue are across the street from a dental office. Across Grand Street is a US Postal Office. To the south of 32nd Avenue on the west side of Grand is an entrance to Sacajawea Middle School.
- B. Project Description: This proposal is to change the land use of two parcels from “Office” to “CC Core” and to change the land use on two additional parcels from “Residential, 4 to 10 units per acre” to “CC Core”. The approximate combined size of the four lots is .64 acres. The applicant owns two additional parcels in this vicinity that are designated “CC Core” on the City of Spokane Land Use Map. If approved, the zoning for all four parcels would be Centers & Corridors, Type 1 – District Center (CC1-DC).
- C. Existing Land Use Plan Map Designations



D. Proposed Land Use Plan MapE. Zoning and Land Use Designation History:

These parcels are located in a section of the city that was annexed in December 1907. The zoning designation in 1929 was single-family residential. On the 1975 zoning map, the property is zoned as a commercial zone (B2) to the north and a multi-family zoning (R3) in the southern section. The zoning categories were updated in 2005 as part of the Grand District planning process to Office (O-35) and CC1-DC. These zone categories are reflective of the current land use plan map designations of Office and CC-Core.

F. Adjacent Land Use:

The current uses of adjacent properties include the Manito Shopping Center to the immediate north of the site (across East 31st Avenue). To the east of the site are single-family residences. To the south of the site, there is a dental office and a single family residence. To the west of the site, across South Grand Boulevard, is located a US Post Office and another small commercial building.

G. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.H. Procedural Requirements:

- Application was submitted on October 30, 2012;
- Applicant was provided Notice of Application on April 22, 2013;
- Notice of Application was posted, published, and mailed on April 29, 2013, which began a 60 day public comment period;
- A SEPA Determination of Non Significance was issued on July 29, 2013;
- Notice of Public Hearing was posted and mailed by July 30, 2013;
- Notice of Public Hearing was published on July 31, 2013 and August 7, 2013;
- Hearing Date is scheduled with the Plan Commission on August 14, 2013.

IV. DEPARTMENT REPORTS and PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file.

No written public comment has been received on this proposal.

V. CONCLUSIONS

SMC 17G.020.030 provides the criteria for decisions on amendments to the Comprehensive Plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

SMC 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

A. Regulatory Changes.

Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is consistent with the Growth Management Act, and the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The proposed change as recommended by staff would be consistent with these goals.

Based on the evaluation provided in this report, staff concludes that the application is consistent with the Growth Management Act.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with public services and facilities.

Staff concludes that this criterion is met.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criteria is not applicable to this proposal. There are no funding shortfall implications.

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: The proposal does not result in the need for other amendments to the Comprehensive Plan amendments or development regulations.

The applicant provided applicable Goals and Policies from the Comprehensive Plan to support their request for Land Use Plan Map Amendment, including the following:

Goal “LU 3 Efficient Land Use” Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Policy “LU 3.2 Centers and Corridors” states: *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourages a mix of uses and activities around which growth is focused.* The discussion for this policy is lengthy, but during the District Center discussion, a general size of 30 to 50 square blocks is mentioned. Using a simple calculation of a block as 300x300 feet or 2.06 acres, a small District Center might be 61 acres in size. It is also to be noted that the difference between thirty and fifty square blocks is dramatic and meant to be conceptual guidance language, not in itself an inflexible definition.

Policy LU 3.2 discussion also mentions encouraging building height as a feature of redevelopment. The current size of the Manito District Center is CC-Core Land Use Plan Map designation is 31.70 acres (including right-of-way). This proposal is to increase the CC-Core zoning by .64 acres which is a small increase.

This area is adjacent to Manito Shopping Center, adjacent to Grand Boulevard and directly served by Spokane Transit Bus Line 44. The property owner, Mr. Carlberg, currently owns six adjacent parcels: two with CC1-DC zoning, 2 with Office zoning and 2 with RSF zoning. The aggregated parcels are an incentive to redevelop this property. The applicant has stated that the current land use map plan designations and associated zoning pattern is a hindrance to redevelopment of this property in the future. Staff agrees that a unified zoning designation is a benefit to site redevelopment possibilities.

Staff concludes that this criterion is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

i. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

ii. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: This site is located adjacent to an area already designated CC-Core (Manito Shopping Center). Two of the parcels in common ownership are already designated CC-Core. The other four parcels under common ownership (6 in total) are in two other land use map designations and zoning categories. Allowing for a combined aggregated property located within one zoning category allows the zoning ordinance to operate more effectively on this property if it becomes redeveloped.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land

use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on July 29, 2013.

Staff concludes that this criterion is met.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: A Trip Generation and Distribution Letter (TGDL) was prepared by Sunburst Engineering dated January 30, 2013. This was reviewed by City of Spokane Engineering Division of Developer Services and no capacity issues with traffic were identified that need to be addressed at this level of planning. Any specific site development impacts will be addressed at time of building permit, when and if that occurs. All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal.

Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: This criterion is not applicable.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from

feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment.

Staff concludes that this criterion is not applicable to this proposal.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Relevant facts: The applicable Comprehensive Plan Policies have been addressed previously in Criterion E. above.

Staff concludes that the proposed amendment and recommended additional staff changes are consistent with the Comprehensive Plan.

- b. The map amendment or site is suitable for the proposed designation;

Relevant facts: This site is adjacent to Manito Shopping Center, Grand District Center, Grand Boulevard, and is directly served by STA Route 44. Staff finds that it is a suitable site.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: Staff finds that the proposed amendment and staff recommended amendments are consistent with the Comprehensive Plan policies as discussed above.

Staff concludes that this amendment and staff recommendations would implement the Comprehensive Plan better than the current land use plan designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language

changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: The applicant has requested a corresponding change in the zoning classification to occur if the change to CC-Core Land Use Plan Map designation is made. The applicant has requested CC1-DC zoning which matches the surrounding zoning designation. This zoning designation has development standards set in Spokane Municipal Code section 17C.122.

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;
- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or
- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the

relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

VI. RECOMMENDATIONS

STAFF CONCLUSION: Staff recommends that this Comprehensive Plan Land Use Map Amendment request be approved. Following approval of the requested change to CC-Core designation on the Land Use Plan Map, staff recommends approval of the requested change in zoning to CC1-DC.

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2012-2013 COMPREHENSIVE PLAN AMENDMENTS

□ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. to amend the land use plan map designation from “Residential 15-30” to “Office”. The total size of the proposed land use plan map amendment is 3.25 acres. The site is located east of Sheridan Street and south of 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

□ FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg, to amend the land use plan map designation on two lots from “Office” to “Center and Corridor Core” and on two additional lots from “Residential, 4 to 10 units per acre” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .64 acres. The site is located at the northeast corner of 32nd Avenue and Grand Boulevard. The recommended implementing zoning designation for all lots is Centers & Corridors, Type 1 – District Center (CC1-DC).

□ FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties to amend the land use plan map designation from “Residential 15-30” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

□ FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan recommending a change from “Office” and “Residential 4-10” to “Center and Corridor Core”. The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The recommended implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a comprehensive plan (RCW 36.70A).

B. The City of Spokane adopted a comprehensive plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.

D. All four of the subject comprehensive plan amendment applications were submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle.

E. Staff requested comments from agencies and departments on December 10, 2012. No adverse comments were received from agencies or departments. For the Sonneland Application, File No. Z1200046COMP, additional information was requested related to impacts on the transportation facilities. The traffic studies were reviewed by city staff and determined to be adequate to address these impacts.

F. A public comment period ran from April 29, 2013 to June 22, 2013 which provided a 55 day public comment period. There were no negative comments received regarding File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP. For File No. Z1200046COMP (Sonneland), during the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30 for the land area lying to the south of E. 30th Avenue/E. 31st Avenue. The applicant withdrew this part of the requested land use plan map amendment on May 31, 2013.

G. The Community Assembly received a presentation regarding the draft proposed 2012-2013 comprehensive plan amendments on May 3, 2013 and have been given information regarding the dates of Plan Commission workshops and hearings.

H. The Spokane City Plan Commission held workshops to study the amendments on May 8, May 22, and June 12, 2013.

I. State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on July 29, 2013 for the comprehensive land use plan map and zoning map changes; File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP.

For FILE NO. Z1200046COMP (Sonneland), a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were distributed on July 29, 2013. The mitigation measures are as follows:

1. Any new intersection/driveway at 29th/Stone (south side of 29th) shall be evaluated at the time of a specific project is proposed to the City for such intersection/driveway. The applicant is advised that a new intersection/driveway at this location may be limited to "right-in, right-out only" in order to maintain the function of 29th Avenue and Southeast Boulevard intersection.
2. The east-west connectivity between Martin Street and Southeast Boulevard, generally in the alignment of E. 30th Ave./E. 31st Ave., shall be addressed either as a part of a development agreement or as a part of a traffic study and mitigation for project specific proposals.

The public appeal period for the SEPA determination ended on August 13, 2013.

J. On August 1, 2013, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

K. Notice of the SEPA Checklist and Determination of Non-Significance, the comprehensive plan land use map amendment, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on July 30 and August 7, 2013 and the Official City Gazette on July 24, 2013 and August 7, 2013.

L. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013.

M. The staff reports found that the four comprehensive plan amendment application met all the decision criteria for approval of a comprehensive plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

N. The Plan Commission held a public hearing on the four comprehensive plan amendment applications on August 14, 2013.

O. The early and continuous public participation standards of the Growth Management Act (GMA, RCW 35.70A) and of the City of Spokane development regulations have been met during the consideration of these comprehensive plan amendment applications and persons desiring to make comments and provide testimony have had the opportunity to do so.

By motion and second and a recorded vote, the Plan Commission approved Finding of Facts A through O.

CONCLUSIONS:

A. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for comprehensive plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

By motion and second and a recorded vote, the Plan Commission approved Conclusions A through B.

RECOMMENDATIONS:

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. By a vote of 9 to 0 the Plan Commission recommends to the City Council the approval of a proposed

amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for approximately 3.25 acres including the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" and "Office" to "CC Core" for approximately .64 acres generally located on the east side of S. Grand Blvd between E. 31st Avenue and E. 32nd Avenue. The recommended implementing zoning designation is for all lots is "Centers & Corridors, Type 1 – District Center (CC1-DC)."

FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties. By a vote of 8 to 1, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Residential 15-30" to "CC Core". The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

Recommendations:

By motion and second and a recorded vote, the Plan Commission recommends to the City Council the approval of the proposed Finding of Fact, Conclusion and Recommendation for amendments to the Comprehensive Plan, as written.



**Michael Ekins, President
Spokane Plan Commission**

August 14, 2013

Public Comment received for:

Z1200044-COMP – Carlberg



PLANNING & DEVELOPMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013
Spokaneplanning.org

One public comment has been received on this application and is attached.

Black, Tirrell

From: Whitney Welch <whit@jumpylegs.com>
Sent: Monday, August 26, 2013 10:41 AM
To: Black, Tirrell
Subject: Z1200044COMP Land Use Map Changes

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Tirrell,

I live at 807 E. 32nd Ave. The rentals at the end of the block at Grand and 32nd Ave are apparently changing to a possible business and I was just out of the notification area so I just found out about this. I did see the sign but could not attend the meeting due to summer activities with my kids.

This block has mostly home owners with no apartments and a very quite dental office. I've talked to alot of my neighbors about this and we are against a business moving in. The street has acquired more traffic in the last year since Ross has moved in plus the merge on Grand and our narrow street lead to very poor traffic flow. The snow makes it even worse at this intersection.

I intend to fight this change and will petition all my neighbors as well. Alot of us like our semi quiet street and many of us have small families.

The notification area did not include the whole block so this is news to many of us.

I moved here from San Francisco 8 years ago and am very happy with my neighborhood as it is. I've been on the PTG board at Jefferson Elementary for years and I'm a quality auditor with a eye for detail and persistence. I do not intend to move per the value of my house declining because of more traffic on my street and businesses getting too close.

Please let me know if I need to forward this to other parties,

Whitney Welch
Home owner with Charles Welch & 2 kids
509-475-5102 cell

Additional Public Comment
ORD C35027

From: Jennifer Day [<mailto:dayjenn@gmail.com>]
Sent: Monday, September 09, 2013 7:49 AM
To: Black, Tirrell
Subject: Proposed land use 31 & 32, South Grand - comments

Dear Tirrell Black,

I have just found out about the proposed change in land use for 31st and 32nd and Grand Boulevard. I am a neighbor, living at 933 East 32nd between Garfield and Arthur. I understand that the proposal is to change the current zoning from "office" at 32nd and Grand to "high traffic zones" and add an additional 2 lots zoned office and change to high traffic zones as well.

I would like to protest the proposed changes, as I believe they will have a substantial negative impact on the residential neighborhood around these zoned areas.

East 32nd already gets quite a bit of informal through traffic from both Perry and Grand, as it is the first "thru" street closest to 29th. The City has also removed potential traffic calming/pedestrian friendly measures (it removed a stop sign at 32nd and Arthur 4-5 years ago and last year, when Grand was repainted, removed a pedestrian crosswalk at 32nd and Grand). In addition, line of sight for safe turns onto 32nd at Garfield is blocked, so that one needs to inch out 1/3 to 1/2 way into 32nd to see in order to make a left hand turn - an unsafe situation, especially if traffic increases even more than it has.

I can also personally attest to safety issues from this traffic on 32nd, having had my car hit head-on by a hit and run driver driving along 32nd heading toward Grand 4-5 years ago, bending the passenger side fender and wheel well. I reported the incident to the police, but they were not able to apprehend the driver.

The increased traffic can also present increased safety concerns to other residents along 32nd. There are at least two families with small and young children living across the street from me and down the street, close to Garfield and 32nd toward Grand, whose children regularly play ball and are learning to ride bicycles and skateboards in and around the street. A short distance away, between Arthur and Perry, two families with several young kids have purchased plastic "children playing" signs that they put on the sidewalks to alert cars of children playing in and near the street.

In addition to the neighborhood itself being full of children, as well as elderly couples like my next door neighbors who walk daily along 32nd, rain or shine, the street is frequently used by children from Sacajawea, across the road on Grand and 32nd, who walk to the neighborhood library at Perry and 34th. I also regularly see young moms with strollers, as well as neighbors walking their dogs or jogging.

Changing the current "office" land use rating to a "high traffic business area" and adding an additional 2 "high traffic areas" to a street that already serves as an informal cut through would

Additional Public Comment
ORD C35027

significantly increase traffic along the street, causing significant, increased safety concerns for all the residents involved.

I urge the City Council to decline the proposed land use changes and keep the land use at its current levels.

Thank you.

Regards,

Jennifer Day

Land Use Solutions & Entitlement

Land Use Planning Services
9101 N. MT. VIEW LANE Spokane, WA 99218
509-435-3108 (V) 509-467-0229 (F)

Via Email

9-10-13

Tirrell Black Assistant Planner
Planning Services
808 W Spokane Falls Blvd.
Spokane WA 99201

Ref: Carlberg Z1200044Comp

Dear Tirrell:

My client Tim Carlberg and I attended the Council briefing on Monday August 9th to listen to any comments from the Council concerning this proposal. Unfortunately, little was said to shed light on their concerns. However, in talking to you, it is my understanding that the Council may have concerns about the transition from commercial uses to low density residential which would occur on our east boundary. Moreover, as you know, there were no neighbors in attendance at our Planning Commission public hearing and it has only been subsequent to their unanimous recommendation to approve, that you have received other nearby neighborhood concerns. In fact it is our understanding that one such neighbor has been soliciting signatures against this application and in so doing is perhaps rallying up some allegiance to her cause, which undoubtedly, will generate a public hearing discussion, when the Council considers this unanimous recommendation.

Having said all that, I have a concern that the Council may try to placate this new opposition effort with a recommendation to transition into office zoning along the easterly two lots fronting 31st and 32nd and leave the westerly 4 lots to become commercial. However, I wish to point out that this would merely create the same problem we have faced for years, namely too little of an area to meet all the performance standards of screening, parking and building use, In fact it obligates the building to become a two-story or taller building just to get the floor space.

In- lieu-of such action, I would urge the Council to approve the Planning Commissions unanimous recommendation for approval and add the requirement for a Development Agreement that would address transition against this east border and also alleged traffic issues on 32nd Avenue. These could be conditions that require the parking lot to be site planned into the easterly portion of the site and buildings within only the westerly 4 lots. Access could also be addressed or conditioned to either prevent access onto 32nd, or limit access to an egress point only that is

designed to prevent left turns eastbound onto 32nd. This would of course be subject to the acceptance by your Traffic Department and may include ingress and egress to both Grand Blvd and 31st, which already share traffic with the Manito Shopping Center and has for years, without adverse consequences on the residences along 31st.

I would also point out that a parking lot use, by adopted development standards, restricts stalls from being within the front 20 feet of both 31st and 32nd. This is commonly the area used for front yards of the adjacent residential uses, so the buffer is really already in place. The remainder is required to have 10 feet of dense landscaping as further assurance of compatibility. Again, a common improvement to many side by side retail/residential land uses.

In conclusion, it would be far more productive to restrict the site planning of the entire site than to add yet another transitional zone and more intensity of use. I would encourage you to share this with the Council and with your legal department as a reasonable solution that we can all live with. I know my client is in support of this over the other combination of zones. Please feel free to forward this to your City Council members.

Respectfully Submitted,

Dwight J Hume

Dwight J Hume

Land Use Solutions and Entitlement

Copy:

Tim Carlberg, Owner-Managing Partner

James Richman City Attorney

Ken Pelton Senior Planner

Scott Chesney

Pfister, Terri

From: Black, Tirrell
Sent: Monday, September 16, 2013 7:57 AM
To: Pfister, Terri
Cc: Pelton, Ken
Subject: Public Comment on C34027 dated 9/15/2013

Ms. Pfister,
Please add this to the City Council materials on Ordinance C34027 (Planning File Z1200044COMP) aka the Carlberg Comp Plan Amendment Application.

Sincerely,



Tirrell Black

City of Spokane | Assistant Planner
509.625.6185 | fax 509.625.6013 | tblack@spokanecity.org | spokanecity.org



From: LMSwedberg@comcast.net [mailto:LMSwedberg@comcast.net]

Sent: Sunday, September 15, 2013 2:03 PM

To: Black, Tirrell

Subject: rezoning at Grand and 32nd

Dear Tirrell-

I understand you are the city planner working with the proposed rezoning on 31st and 32nd at Grand. I want to be on record as opposing the zone change.

I have lived in this neighborhood since purchasing my house in 1981, and find that it is one of the nicest, most walkable neighborhoods in the city. Everything a person could need is within walking distance, and bus access to downtown is excellent. I also have seen traffic increase on Grand to the point where it is dangerous to cross Grand at 32nd on school days and during morning and evening commutes. I certainly don't think it is responsible to add a high traffic business that would increase the risk of children (or adults) being injured.

I think the neighborhood is best served by keeping 32nd residential. Over the years more and more houses on the street have reverted from rentals to being owner-occupied and people do really seem to be trying to keep things up. Allowing high traffic businesses to encroach into the neighborhood would undo years of improvement. My understanding was that the city is trying to preserve neighborhoods such as S Perry and Garland district. The South Grand neighborhood, while less historic, also deserves to be preserved.

Thank you.

Lynn

Lynn Swedberg,
704 E. 32nd Ave.
LMSwedberg@comcast.net
990-1439

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35028

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

KEN PELTON 625-6063

Contact E-Mail

KPELTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ORDINANCE Z1200045

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Application #Z1200045COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "CC-Core" for .29 acres located at the southeast corner of 29th Avenue and Fiske Street;

Summary (Background)

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

CHESNEY, SCOTT

Study Session**Division Director**

QUINTRALL, JAN

Other

PC 8/14/13 - PCED

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

jrichman@spokanecity.org

Additional Approvals

schesney@spokanecity.org

Purchasing

kpelton@spokanecity.org

dhume@spokane-landuse.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and amending the zoning map from "Residential Multifamily (RMF)" to "Centers & Corridors Type 2, District Center" (CC-2, DC)."

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. _____

AN ORDINANCE RELATING TO APPLICATION #Z1200045COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "CC-CORE" FOR .29 ACRES LOCATED AT THE SOUTHEAST CORNER OF 29TH AVENUE AND FISKE STREET; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTIFAMILY (RMF)" TO "CENTERS & CORRIDORS TYPE 2, DISTRICT CENTER" (CC-2, DC)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1200045COMP was timely submitted to the City for consideration during the City's 2013 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1200045COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "CC-Core" for .29 acres located at the southeast corner of 29th Avenue and Fiske Street; and amending the zoning map from "Residential Multifamily (RMF)" to "Centers & Corridors Type 2, District Center (CC-2, DC); and

WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and

WHEREAS, the Spokane City Plan Commission held workshops regarding the proposed Comprehensive Plan amendments on May 8, 2013, May 22, 2013 and June 12, 2013; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; and

WHEREAS, notice was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and

occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013; and

WHEREAS, staff report found that Application Z1200045COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the Application Z1200045COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1200045COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 7 to 1 to recommend approval of Application Z1200045COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200045COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Residential 15-30" to "CC-Core" for .29 acres located at the northeast corner of 29th Avenue and Fiske Street as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "RMF" to "CC2-DC" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Ben Stuckart, Council President

Attest:

City Clerk

Dated: _____

David A. Condon, Mayor

Approved as to form:

Assistant City Attorney

Comprehensive Plan Amendment Z1200045COMP- Alton Exhibit A- Proposed Land Use

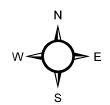
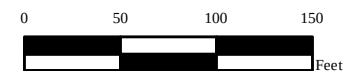
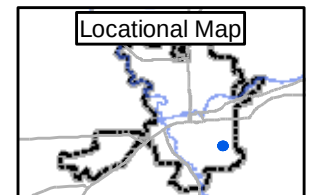
DATE: August, 2013
USER: Planning & Development

Legend

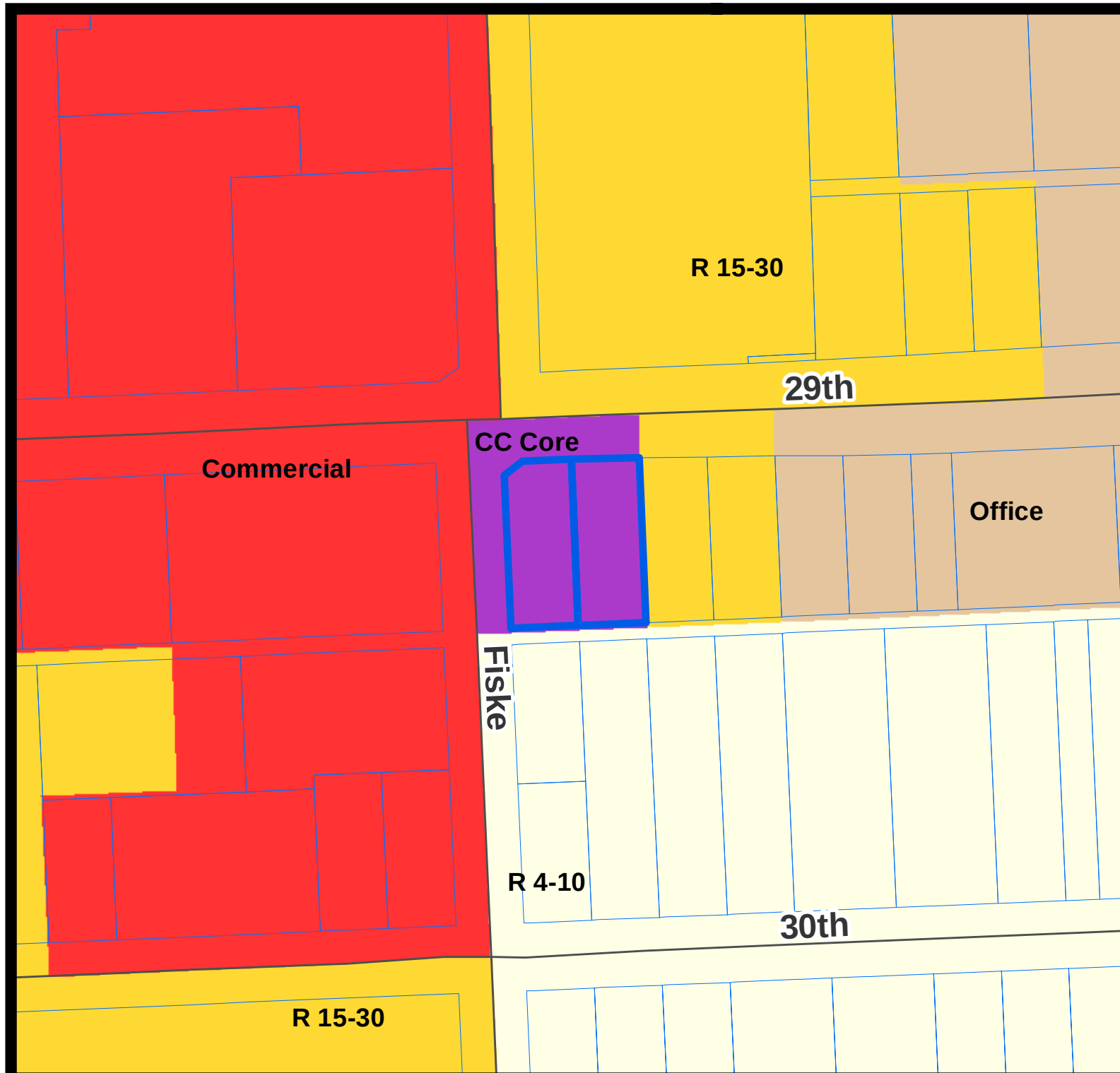
-  Parcels- Alton Z1200045
-  Parcels

Proposed LandUse

-  Residential 4-10
-  Residential 15-30
-  Office
-  General Commercial
-  CC Core
-  Street



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



Comprehensive Plan Amendment Z1200045COMP- Alton Exhibit B- Proposed Zoning

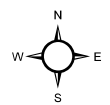
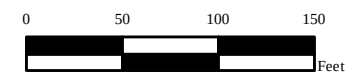
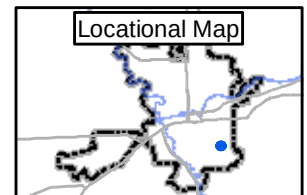
DATE: August, 2013
USER: Planning & Development

Legend

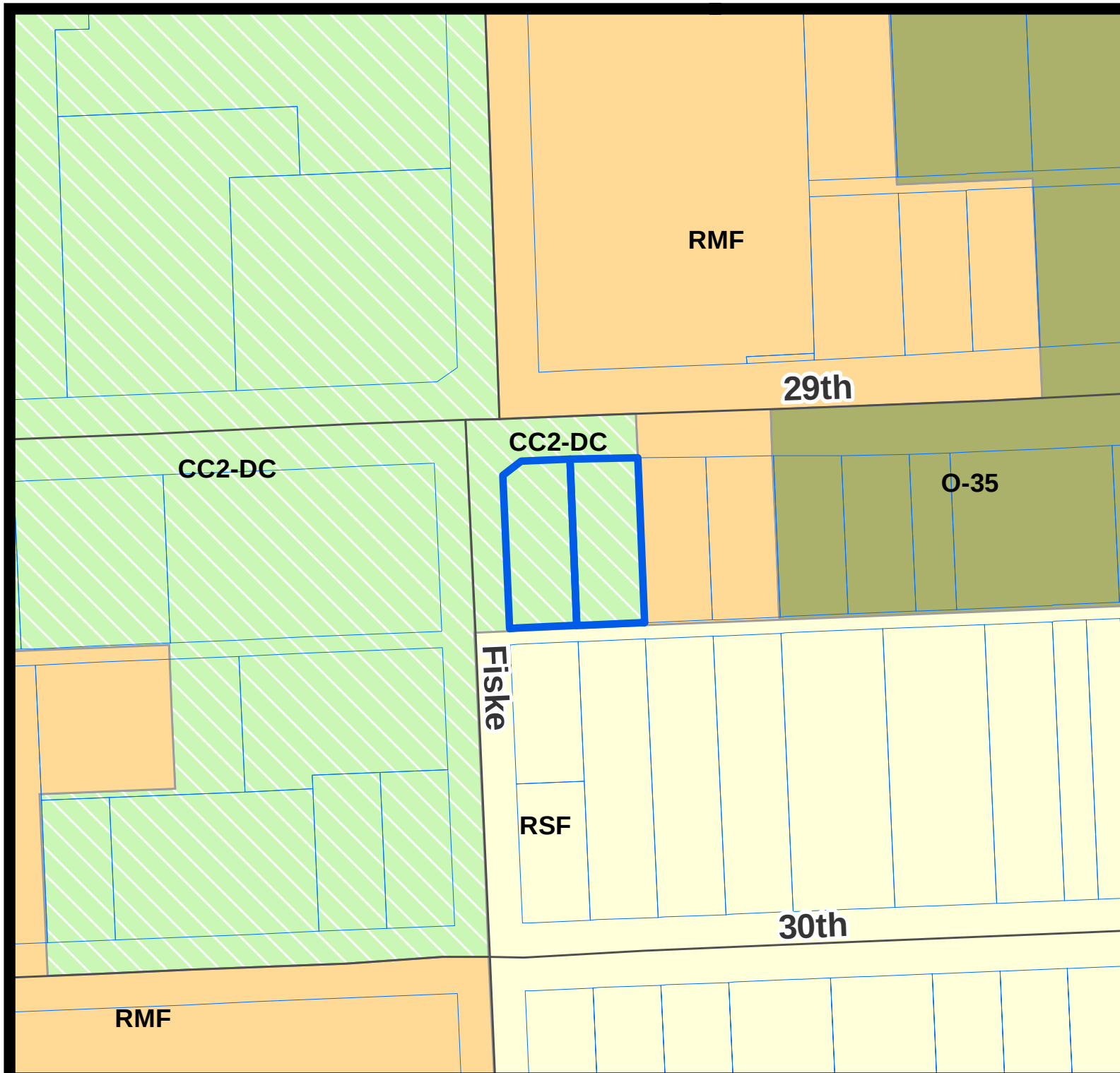
-  Parcels- Alton Z1200045
-  Parcels

Proposed Zoning

-  Center and Corridor Type 2
-  Office
-  Office Retail
-  Residential Multifamily
-  Residential Single-Family
-  Street



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



**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
FILE NO. Z1200045-COMP, Alton Application**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

This proposal is to change the land use designation of the subject property from “Residential 15-30” to “General Commercial.” If approved, the 12,400 square foot (0.29 acre) parcel would be zoned Center and Corridor, Type 2, District Center (CC2-DC) and could be developed with future development consistent with the retail, business, service and other uses permitted within that zoning category. No specific development proposal has been offered at this time.

II. GENERAL INFORMATION:

Agent:	Dwight Hume
Applicant/Property Owner(s):	Duane Alton, Alton Properties
Location of Proposal:	The property consists of two lots totaling approximately 12,400 square feet located at the southeast corner of the Fiske Street and 29th Avenue intersection. The assigned addresses are 3102 and 3108 E 29th Avenue. The parcel numbers are 35342.0301 and 35342.0302. The property is in the City of Spokane, WA in the NW ¼ of Section 34, Township 25N, Range 43 E.W.M.
Legal Description	Lots 1 and 2, Block 58 Lincoln Heights, Except Street
Existing Land Use Plan Designation:	“Residential 15-30”
Proposed Land Use Plan Designation:	“General Commercial”
Existing Zoning:	Residential Multifamily (RMF)
Proposed Zoning:	Center and Corridor, Type 2, District Center (CC2-DC)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on July 29, 2013. The appeal period closed on August 13, 2013.
Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Andrew Worlock, Associate Planner; aworlock@spokanecity.org



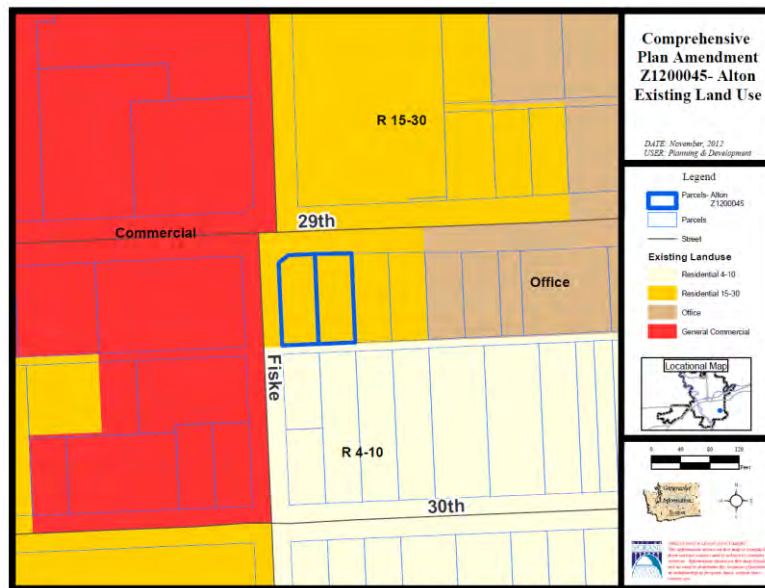
III. FINDINGS OF FACT:

- A. Site Description: The property consists of two platted lots with a combined area of approximately 12,400 square feet (0.29 acres) at the southeast corner of the Fiske Street and 29th Avenue intersection. The property is vacant and consists mostly of a flat, graveled surface. Overall, the site rises gently from north to south and from west to east. Along the east border, a short, steep bank rises 7 to 10 feet from the graveled portion of the site to form the boundary between the site and the adjoining residential property (tri-plex) to the east. An unpaved alley runs east to west along the south side of the property. South of that are single family residences. Across Fiske Street to the west, are commercial uses including fast food restaurants and a tire store. Directly north, on the north side of 29th Avenue there is a multifamily housing complex. Beyond that to the west are commercial uses and multifamily and office uses to the east.
- B. Project Description: This proposal is to change the land use designation of two parcels from “Residential 15-30” to “General Commercial,” making their designation match the land use designation of the adjoining commercial properties within the Lincoln Heights District Center. The approximate combined size of the property is 12,400 square feet (0.29 acres). If approved, the zoning for the parcels would be Centers & Corridors, Type 2 – District Center (CC2-DC). No specific plans for the development of the property have been presented. Subsequent

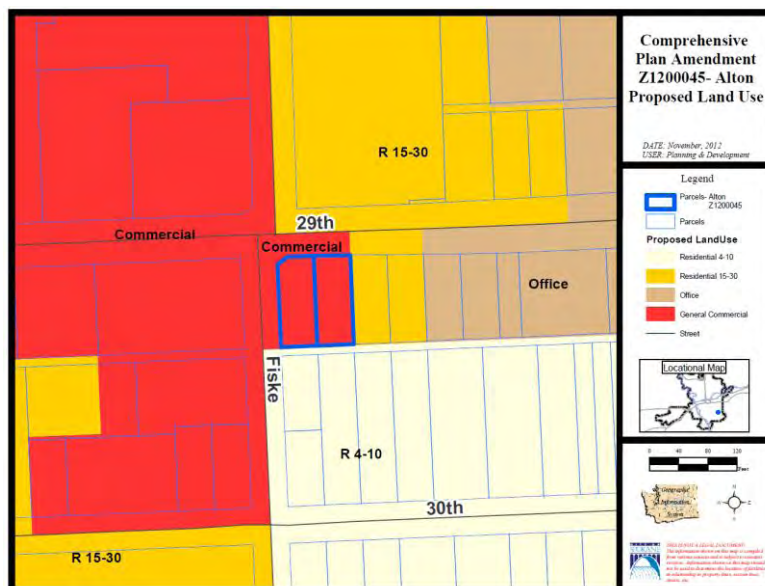
development would be allowed in accordance with the approved zoning designation and other provisions of the City's unified development code.

According to information on the Washington Secretary of State website, the applicant/property owner is the registered agent of Swan Lake LLC, a Washington State Limited Liability Corporation. Swan Lake LLC owns four additional parcels in this vicinity that are designated "General Commercial" on the City of Spokane Land Use Map and are developed with a retail automotive tire store and service center. At this time, other than the common ownership interests, there is no relationship between the project site and the tire store property.

Existing Land Use Plan Map Designations



C. Proposed Land Use Plan Map



D. Zoning and Land Use Designation History:

The property is located in a section of the city that was annexed in December 1907. The zoning designation in 1929 was single-family residential. The property has been zoned Residential Multifamily since 2006. Prior to that it had been zoned “R3”.

E. Adjacent Land Use:

The property is in an area which has developed over time with a mix of commercial, retail, office and residential uses. The Lincoln Heights Shopping Center is the northwest of the site (across 29th Avenue). Directly north is a multifamily apartment complex. To the east of the site is a multi-family residence (a triplex) and east of that are a single family residence, an art store and dental/medical offices. To the south and southeast, there is a single family neighborhood with housing stock ranging from the early 1900’s through the 1990’s. To the west of the site, across Fiske Street are commercial uses including fast food restaurants, a tire store, a hardware store and various other small commercial buildings.

F. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.

G. Procedural Requirements:

- Application was submitted on October 30, 2012 and Certified Complete on January 11, 2013;
- Applicant was provided Notice of Application on April 22, 2013;
- Notice of Application was posted, published, and mailed on April 29, 2013, which began a 55 day public comment period. The comment period ended June 22, 2013;
- The applicant made a presentation regarding the proposal to the Lincoln Heights Neighborhood Council on July 16th, 2013;
- A SEPA Determination of Non Significance was issued on July 29, 2013;
- Notice of Public Hearing was posted and mailed by July 30, 2013;
- Notice of Public Hearing was published on July 31, 2013 and August 7, 2013;
- Hearing Date is scheduled with the Plan Commission for August 14, 2013.

IV. DEPARTMENT REPORTS and PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file.

As of the date of the staff report, no written public comment had been received regarding this proposal.

V. CONCLUSIONS

SMC 17G.020.030 provides the criteria for decisions on amendments to the Comprehensive Plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

SMC 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

A. Regulatory Changes.

Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is being considered and processed in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code. There are no known recent state, federal or local legislative actions with which the proposal would be in conflict. Staff concludes this criterion is met.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The two goals that are most directly related to the land use element state:

- ◆ *Urban growth. “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.”*
- ◆ *Reduce sprawl. “Reduce the inappropriate conversion of undeveloped land into sprawling, low density development.”*

Based on the evaluation provided elsewhere in this report, staff concludes that the application is consistent with these and the rest of the GMA Planning goals and the overall purpose of the Growth Management Act.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with any public services and facilities. Staff concludes that this criterion is met.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criteria is not applicable to this proposal. There are no funding shortfall implications.

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: The proposal does not result in the need for other amendments to the Comprehensive Plan amendments or development regulations.

The applicant provided a discussion of the applicable Goals and Policies from the Comprehensive Plan which support their request for the Land Use Plan Map Amendment. Staff has reviewed and concurs with the analysis prepared by the applicant and offers the additional analysis:

Goal “LU 3 Efficient Land Use” Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Policy “LU 3.2 Centers and Corridors” states: *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.*

The discussion for this policy is lengthy but suggests that centers should be designated for those areas which can encourage and support the intensity and diversity of land uses which are needed to provide the surrounding neighborhoods

with daily goods and services as well to provide opportunities for higher density housing and amenities which support a walkable, multimodal environment. To accommodate growth, centers must include not only areas of existing higher intensity commercial and mixed use, but also areas for infill and redevelopment. As an infill site near the core of the Lincoln Heights District Center with available infrastructure capacity and ability to be developed with minimal disruption to existing uses in the area, the proposal is consistent with this policy. It is also noted that this proposal is to increase the CC2-DC zoning by just 12,400 s.f. which is a minimal increase.

The land use plan map designation for the existing Lincoln Heights commercial shopping center is General Commercial. The Center and Corridor Core land use plan designation has not been applied to the commercial area of Lincoln Heights because a neighborhood planning process has not been conducted for the Lincoln Heights District Center. Notwithstanding this discrepancy, staff finds that in this instance, the Center & Corridor Core is in fact a more appropriate and internally consistent designation to implement the comprehensive plan policies for this property and will therefore recommend that the amendment be approved with a designation of Center & Corridor Core and zoned CC2-DC as requested.

LU 3.7 “District Centers” states:

Designate the following four locations as district centers on the land use plan map.

- ♦ *Shadle – Alberta and Wellesley;*
- ♦ *Lincoln Heights – 29th and Regal;*
- ♦ *57th and Regal;*
- ♦ *Grand District*

The property, being located one block east of Regal Street and the intersection of 29th Avenue is very close to what is considered the center of the Lincoln Heights District Center. Taking into account the surrounding uses and the development pattern north, west and further east along 29th to Ray Street, the site is a logical infill of the district which adds land area to the district center without expanding its outer boundaries.

LU 3.5 Mix of Uses in Centers states:

Achieve a proportion of uses in centers that will stimulate pedestrian activity and create mutually reinforcing land uses.

Discussion: *Neighborhood, District, and Employment Centers are designated on the land use plan maps in areas that are substantially developed. New uses in centers should complement existing on-site and surrounding uses, yet seek to achieve a proportion of uses that will stimulate pedestrian activity and create mutually reinforcing land use patterns. Uses that will accomplish this include public, core commercial/office and residential uses.*

The applicant concludes and staff agrees that due to the relatively small size and location of this site on a busy arterial across from the Lincoln Heights Shopping Center, it is not a desirable location for small scale multifamily residential development. Thus staff finds that by changing the designation from Residential

15-30 to Center & Corridor Core, the range of potential uses of the site will be expanded and the property can be developed with a new use helping to contribute to the mix of uses in the district center rather than remaining an unproductive gravel lot.

Staff concludes that this criterion is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

i. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

ii. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: This application is being reviewed as part of the annual cycle of comprehensive plan amendments. This site is located adjacent to an area already designated General Commercial as part of the Lincoln Heights District Center and with neighboring uses that have also developed consistent with the types of uses found in district centers (retail, office and multifamily). As such, the inclusion of this property into a Center & Corridor designation is a minimal addition which represents a logical infill rather than an expansion of the outer district boundaries.

The application submitted under file no. Z120046-Comp (Sonneland) is also proposing land use map changes affecting the Lincoln Heights District Center. The Sonneland proposal will add approximately 9.81 acres to the District Center, changing the designation from Office and Residential 4-10 to CC Core. This proposal is located approximately four blocks to the west and is also south of and adjoining 29th Avenue. Together, the two proposals would add approximately 10.1 acres to the district center. Both projects have been evaluated individually for their effect on the comprehensive plan, development regulations and other adopted policies and staff finds that when considered together, neither application creates unforeseen impacts nor are there cumulative effects that are greater than the sum of individual effects. Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on July 29, 2013.

Staff concludes that this criterion is met.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal and no agency or department offered comments suggesting the proposal would affect the City's ability to provide adequate public facilities to the property or surrounding area or consume public resources otherwise needed to support comprehensive plan implementation strategies. Any specific site development impacts can be addressed at time of building permit, when actual site development is proposed. Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: The proposal does not involve amendment of the urban growth area boundary. This criterion is not applicable to this proposal.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment. This criterion is not applicable to this proposal.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Relevant facts: The applicable Comprehensive Plan Policies have been addressed previously in Criterion E. above.

Staff concludes that the proposed amendment as recommended by staff is consistent with the Comprehensive Plan.

- b. The map amendment or site is suitable for the proposed designation;

Relevant facts: This property is a relatively flat and level site located on 29th Avenue very near the core of the Lincoln Heights District Center. It has sufficient area and dimension so that it can easily be developed in accordance with the standards of the CC2-DC zone which will be applied to the property without negatively impacting adjacent or nearby uses and is directly served by STA Route 44. Staff finds that it is a suitable site.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: Staff finds that the proposed amendment and staff recommendation are both consistent with the Comprehensive Plan policies as discussed above.

As noted above, the land use plan map designation for the existing commercial shopping center is General Commercial. The Center and Corridor Core land use plan designation has not been applied to the commercial area of Lincoln Heights because a neighborhood planning process has not been conducted for the Lincoln Heights District Center. Notwithstanding this discrepancy, staff finds that in this instance, the Center & Corridor Core is in fact a more appropriate and internally consistent designation to implement the comprehensive plan policies for this property and will therefore recommend that the amendment be approved with a designation of Center & Corridor Core and zoned CC2-DC as requested.

Staff concludes that this amendment and staff recommendations would implement the Comprehensive Plan better than the current land use plan designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: The applicant has requested a corresponding change in the zoning classification to occur if the change to General Commercial Land Use Plan Map designation is made. The applicant has requested CC2-DC zoning which matches the surrounding zoning designation. This zoning category is commonly used to implement the centers and corridors designation and an appropriate classification for the Centers & Corridors Core designation as recommended by staff. The CC2-DC zoning designation has development standards set in unified development code, Spokane Municipal Code section 17C.122.

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;
- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or
- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

VI. RECOMMENDATIONS

STAFF CONCLUSION: For reasons outlined within this report, staff recommends that this Comprehensive Plan Land Use Map Amendment request be approved with the property designated "Center & Corridor Core" and that the zoning classification of the property be changed to Center and Corridor Type 2 District Center (CC2-DC).

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2012-2013 COMPREHENSIVE PLAN AMENDMENTS

□ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. to amend the land use plan map designation from “Residential 15-30” to “Office”. The total size of the proposed land use plan map amendment is 3.25 acres. The site is located east of Sheridan Street and south of 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

□ FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg, to amend the land use plan map designation on two lots from “Office” to “Center and Corridor Core” and on two additional lots from “Residential, 4 to 10 units per acre” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .64 acres. The site is located at the northeast corner of 32nd Avenue and Grand Boulevard. The recommended implementing zoning designation for all lots is Centers & Corridors, Type 1 – District Center (CC1-DC).

□ FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties to amend the land use plan map designation from “Residential 15-30” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

□ FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan recommending a change from “Office” and “Residential 4-10” to “Center and Corridor Core”. The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The recommended implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a comprehensive plan (RCW 36.70A).

B. The City of Spokane adopted a comprehensive plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.

D. All four of the subject comprehensive plan amendment applications were submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle.

E. Staff requested comments from agencies and departments on December 10, 2012. No adverse comments were received from agencies or departments. For the Sonneland Application, File No. Z1200046COMP, additional information was requested related to impacts on the transportation facilities. The traffic studies were reviewed by city staff and determined to be adequate to address these impacts.

F. A public comment period ran from April 29, 2013 to June 22, 2013 which provided a 55 day public comment period. There were no negative comments received regarding File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP. For File No. Z1200046COMP (Sonneland), during the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30 for the land area lying to the south of E. 30th Avenue/E. 31st Avenue. The applicant withdrew this part of the requested land use plan map amendment on May 31, 2013.

G. The Community Assembly received a presentation regarding the draft proposed 2012-2013 comprehensive plan amendments on May 3, 2013 and have been given information regarding the dates of Plan Commission workshops and hearings.

H. The Spokane City Plan Commission held workshops to study the amendments on May 8, May 22, and June 12, 2013.

I. State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on July 29, 2013 for the comprehensive land use plan map and zoning map changes; File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP.

For FILE NO. Z1200046COMP (Sonneland), a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were distributed on July 29, 2013. The mitigation measures are as follows:

1. Any new intersection/driveway at 29th/Stone (south side of 29th) shall be evaluated at the time of a specific project is proposed to the City for such intersection/driveway. The applicant is advised that a new intersection/driveway at this location may be limited to "right-in, right-out only" in order to maintain the function of 29th Avenue and Southeast Boulevard intersection.
2. The east-west connectivity between Martin Street and Southeast Boulevard, generally in the alignment of E. 30th Ave./E. 31st Ave., shall be addressed either as a part of a development agreement or as a part of a traffic study and mitigation for project specific proposals.

The public appeal period for the SEPA determination ended on August 13, 2013.

J. On August 1, 2013, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

K. Notice of the SEPA Checklist and Determination of Non-Significance, the comprehensive plan land use map amendment, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on July 30 and August 7, 2013 and the Official City Gazette on July 24, 2013 and August 7, 2013.

L. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013.

M. The staff reports found that the four comprehensive plan amendment application met all the decision criteria for approval of a comprehensive plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

N. The Plan Commission held a public hearing on the four comprehensive plan amendment applications on August 14, 2013.

O. The early and continuous public participation standards of the Growth Management Act (GMA, RCW 35.70A) and of the City of Spokane development regulations have been met during the consideration of these comprehensive plan amendment applications and persons desiring to make comments and provide testimony have had the opportunity to do so.

By motion and second and a recorded vote, the Plan Commission approved Finding of Facts A through O.

CONCLUSIONS:

A. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for comprehensive plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

By motion and second and a recorded vote, the Plan Commission approved Conclusions A through B.

RECOMMENDATIONS:

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. By a vote of 9 to 0 the Plan Commission recommends to the City Council the approval of a proposed

amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for approximately 3.25 acres including the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" and "Office" to "CC Core" for approximately .64 acres generally located on the east side of S. Grand Blvd between E. 31st Avenue and E. 32nd Avenue. The recommended implementing zoning designation is for all lots is "Centers & Corridors, Type 1 – District Center (CC1-DC)."

FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties. By a vote of 8 to 1, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Residential 15-30" to "CC Core". The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

Recommendations:

By motion and second and a recorded vote, the Plan Commission recommends to the City Council the approval of the proposed Finding of Fact, Conclusion and Recommendation for amendments to the Comprehensive Plan, as written.



**Michael Ekins, President
Spokane Plan Commission**

August 14, 2013



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Public Comment received for:

Z1200045-COMP – Alton

No public comment has been received on this application.

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

09/16/2013

Date Rec'd

DocDate

Clerk's File #

ORD C35029

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

KEN PELTON 625-6063

Contact E-Mail

KPELTON@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ORDINANCE Z1200046

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Application #Z1200046COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" and "Residential 4-10" to "CC-Core" for 9.8 acres located at the southwest corner of 29th Avenue and Southeast

Summary (Background)

This Application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on August 14, 2013 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

BudgetAccount3

Select \$

#

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

CHESNEY, SCOTT

Study Session**Division Director**

QUINTRALL, JAN

Other

PC 8/14/13 - PCED

Finance

LESESNE, MICHELE

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Purchasing

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Boulevard; and amending the zoning map from "Office (O-35)", "Office Retail (OR-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 2, District Center" (CC-2, DC)."

Summary (Background)

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

ORDINANCE NO. _____

AN ORDINANCE RELATING TO APPLICATION #Z1200046COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" AND "RESIDENTIAL 4-10" TO "CC-CORE" FOR 9.8 ACRES LOCATED AT THE SOUTHWEST CORNER OF 29TH AVENUE AND SOUTHEAST BOULEVARD; AND AMENDING THE ZONING MAP FROM "OFFICE (O-35)", "OFFICE RETAIL (OR-35)" AND "RESIDENTIAL SINGLE FAMILY (RSF)" TO "CENTERS & CORRIDORS TYPE 2, DISTRICT CENTER" (CC-2, DC)."

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1200046COMP was timely submitted to the City for consideration during the City's 2013 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1200045COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "CC-Core" for 9.8 acres located at the southwest corner of 29th Avenue and Southeast Boulevard; and amending the zoning map from "Office (O-35)", "Office Retail (OR-35)" and "Residential Single Family (RSF)" to "Centers & Corridors Type 2, District Center (CC-2, DC); and

WHEREAS, staff requested comments from agencies and departments on December 12, 2012, and a public comment period ran from April 22, 2013 to June 22, 2013; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 1, 2013; and

WHEREAS, the Spokane City Plan Commission held workshops regarding the proposed Comprehensive Plan amendments on May 8, 2013, May 22, 2013 and June 12, 2013; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on July 29, 2013 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on August 13, 2013; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, July 31 and Wednesday, August 7, 2013; and

WHEREAS, notice was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of

the boundary of the subject property on July 30, 2013; and

WHEREAS, staff report found that Application Z1200046COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on August 14, 2013 for the Application Z1200046COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1200046COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 8 to 0 to recommend approval of Application Z1200046COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1200046COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Office" and "Residential 4-10" to "CC-Core" for 8.9 acres located at the southwest corner of 29th Avenue and Southeast Boulevard as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "O-35", "OR-35" and "RSF" to "CC2-DC" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Ben Stuckart, Council President

Attest:

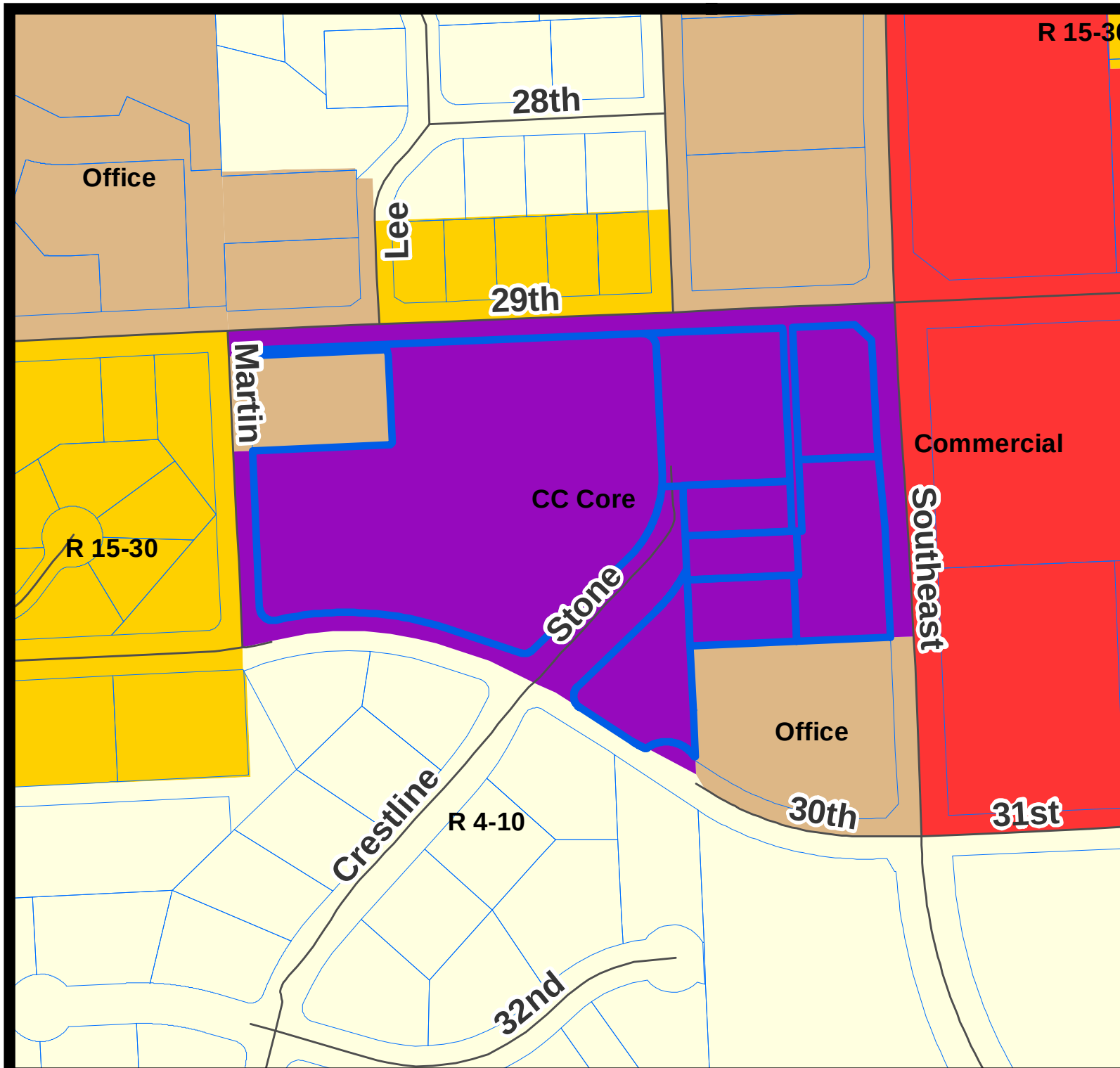
City Clerk

Dated: _____

David A. Condon, Mayor

Approved as to form:

Assistant City Attorney



Comprehensive Plan Amendment Z1200046COMP- Sonneland Exhibit A- Proposed Land Use

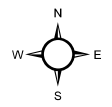
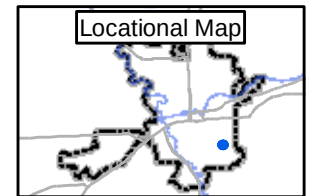
DATE: August, 2013
USER: Planning & Development

Legend

-  Parcels- Sonneland Z1200046
-  Parcels

Proposed Landuse

-  Residential 4-10
-  Residential 15-30
-  Office
-  CC Core
-  General Commercial
-  Street



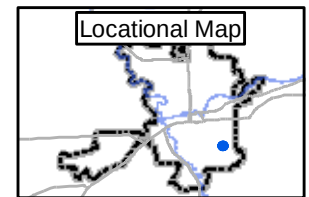
THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Comprehensive Plan Amendment Z1200046COMP- Sonneland Exhibit B- Proposed Zoning

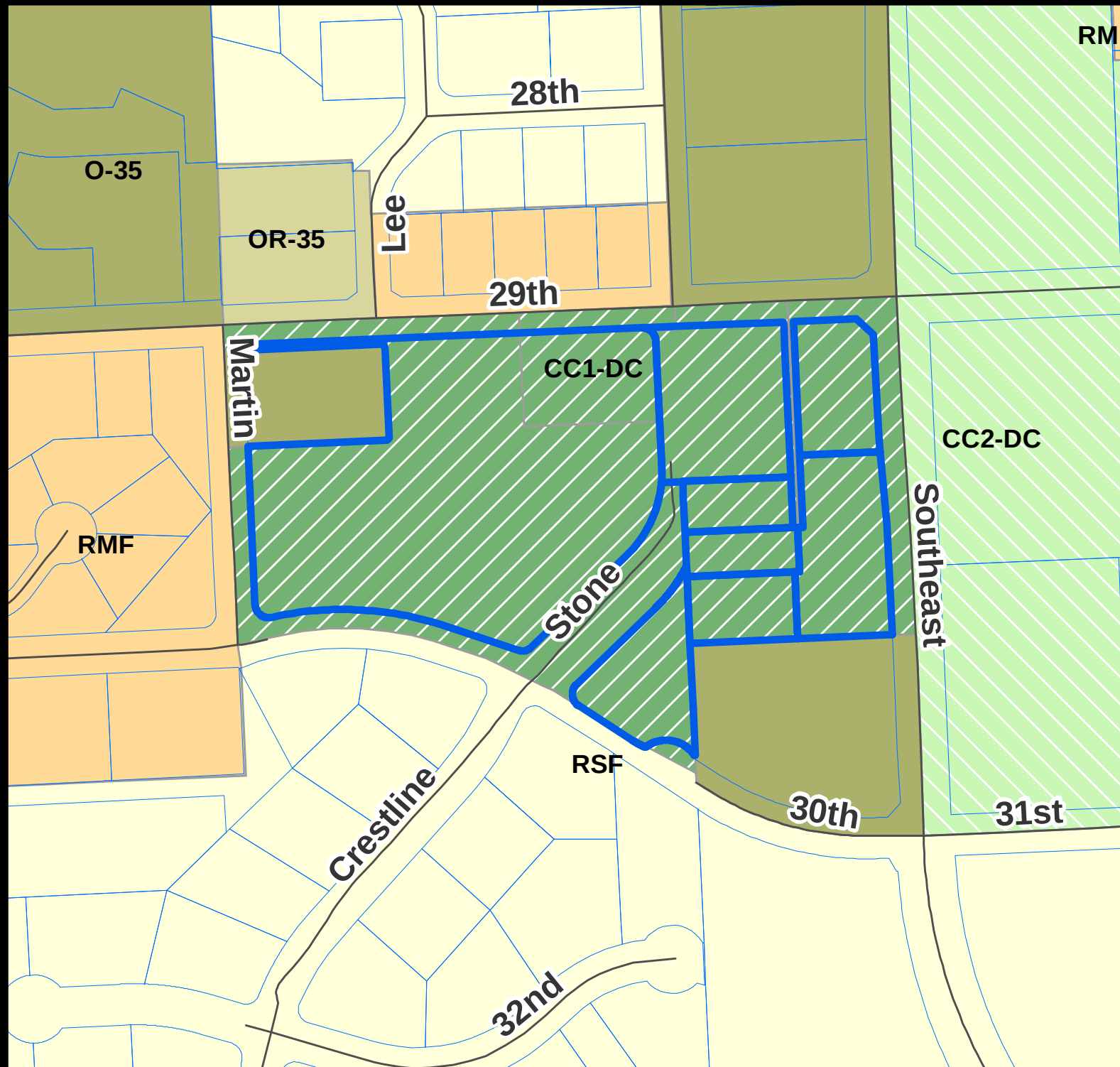
DATE: August, 2013
USER: Planning & Development

Legend

-  Parcels- Sonneland Z1200046
-  Parcels
- Proposed Zoning**
 -  Center and Corridor Type 1
 -  Center and Corridor Type 2
 -  Office
 -  Office Retail
 -  Residential Multifamily
 -  Residential Single-Family
 -  Street



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



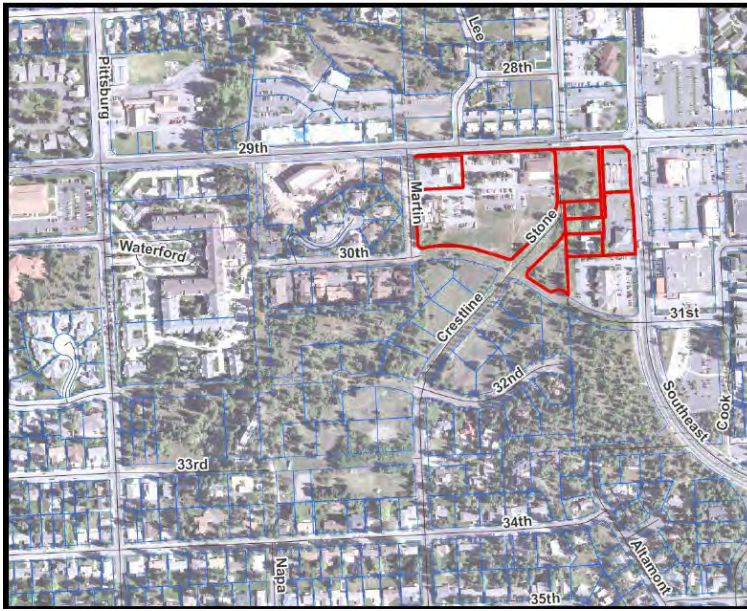
**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE PLAN AMENDMENT APPLICATION
FILE NO. Z12100046COMP, SONNELAND**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL: This is an application by 29th Street Investments, LLC; Sonneland Commercial Properties, LLC; and Banner Bank for an amendment to the Land Use Plan Map of the City's comprehensive plan requesting a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 2 – District Center (CC2-DC).

Note: Site Maps and department and agency comments are attached to this report.

II. GENERAL INFORMATION:



Agent:	Stacy Bjordahl, 9101 N. Mt. View Lane, Spokane, WA 99218 Phone: (509) 435-3108
Applicant/Property Owner(s):	29 th Street Investments, LLC; Sonneland Commercial Properties, LLC; and Banner Bank
Location of Proposal:	The proposal is located at the south of 29 th Avenue, west of Southeast Boulevard, east of Martin Street and north of the E. 30 th Avenue undeveloped street right-of-way. Already developed properties located in the northwest and southeast corners of this area are not a part of the application and will remain in an Office land use

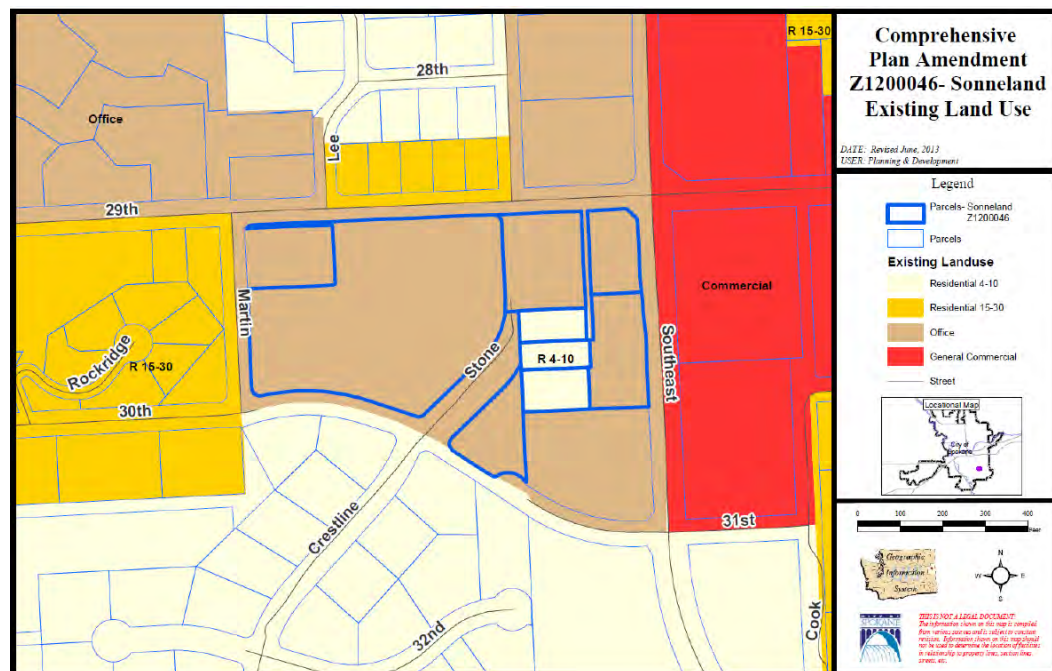
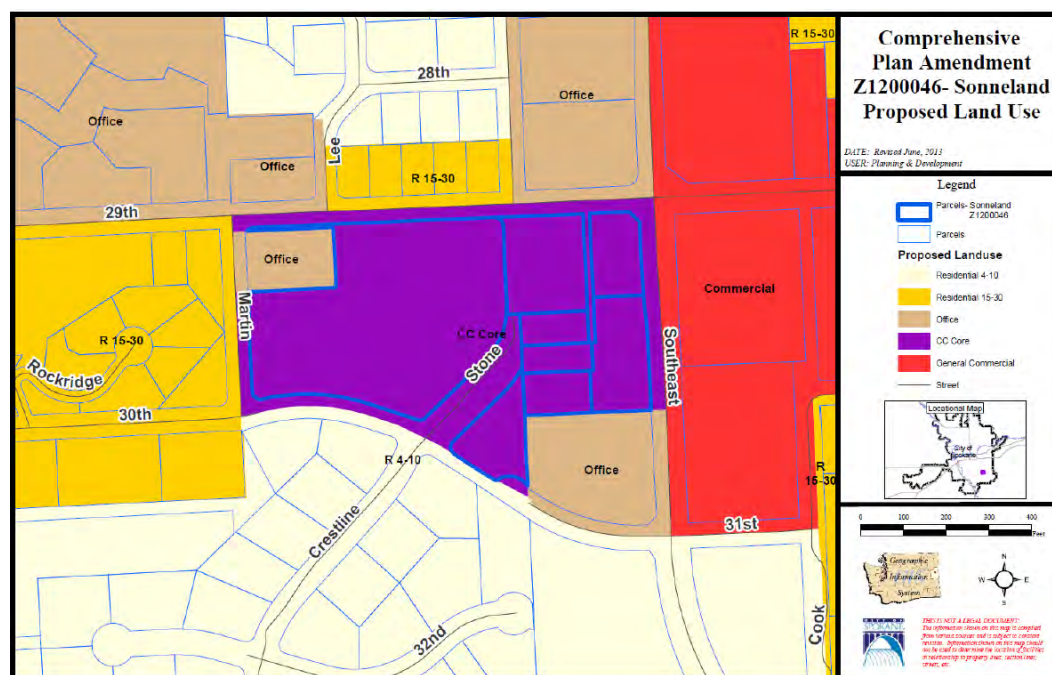
	plan map designation.
Existing Land Use Plan Designation:	Office and Residential 4-10
Proposed Land Use Plan Designation:	Center and Corridor Core
Existing Zoning:	Office, O-35; Office Retail; OR-35 and Residential Single Family, RSF
Proposed Zoning:	Centers & Corridors, Type 2 – District Center (CC2-DC)
SEPA Status:	SEPA Mitigated Determination of Non-Significance issued on July 29, 2013. The appeal period closes on August 14, 2013.
Enabling Zoning:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	August 14, 2013
Staff Contact:	Ken Pelton, AICP, Principal Planner; 509-625-6300 kpelton@spokanecity.org

III. FINDINGS OF FACT:

- A. Site Description: The site is currently partially developed with office uses and three single family houses. On the east side of the site, at the southwest corner of 29th Avenue and Southeast Blvd., there is an existing medical office. To the south of this office building there is a Banner Bank branch with drive-thru service to the rear of the building. The middle area of the site, extending in a southwest direction from the frontage on 29th Avenue to the frontage on the unimproved 30th Avenue right-of-way, is undeveloped. The northwest portion of the site, which was approved as a part of the Quail Run Office Park binding site plan, is developed with two office buildings, one is adjacent to 29th Avenue, the other is adjacent to Martin Street. A surface parking lot serving these office uses is also located in this area. The Numerica Credit Union building site, which is not part of this application, is located at the southeast corner of 29th Avenue and Martin Street.

The site slopes slightly from 29th Avenue toward the south. The 29th Avenue and Martin Street frontages have significant tree coverage. The parking lot is well-landscaped. The area of the site that is developed with houses has several trees and other landscaping.

- B. Project Description: As authorized by Spokane Municipal Code Section 17G.020, "Comprehensive Plan Amendment Process," the applicant is requesting a comprehensive plan land use plan map designation change from "Office" and "Residential 4-10" to "Center and Corridor Core" for the site area totaling approximately 9.8 acres.

C. Existing Land Use Plan Map Designations:D. Proposed Land Use Plan Map:E. Zoning and Land Use Designation History:

The properties located generally west of vacated Stone/Crestline Street are within the Quail Run Office Park binding site plan that was approved by the Hearing Examiner in 1993 under zoning file number 93-60-ZC/BSP/PUD. The parcel at 2410 E. 29th Ave.

was rezoned to OR-35 as a part of a comprehensive plan land use plan map amendment in 2007 (file number Z2006-074-LU) . The Residential Single Family (RSF) zoned parcels have been in a lower density residential zoning category since 1958. The parcels fronting on Southeast Blvd. have been zoned for office use for approximately 20 years. The most recent zoning action was the adoption of the Office zoning category in 2005 and associated rezoning of the site from RO-1 zone to the O-35 zone,

The land use plan map adopted with the comprehensive plan in 2001 designated this area in land use plan map designations that corresponded to the zoning in place at that time. Parcels that were zoned RO-1 Residential Office Category 1 and RO Residential Office Category 2 were designated Office. Parcels that were zoned R1, One Family Residence Zone were designated Residential 4-10.

The former Lincoln Heights Specific Plan adopted in 1990 (rescinded in 2001) designated the land involved in this application Medium Density Residential/Office.

F. Adjacent Land Use:

The existing land use to the north of the site is vacant land, multifamily residences and a drive-thru bank. To the east, the existing land use is retail sales and serves and associated parking lots. To the south, the existing land use is a larger office building and vacant residential lots. To the west, the existing land use is single family residences and vacant land.

G. Applicable Municipal Code Regulations:

SMC 17G.020, Comprehensive Plan Amendment Procedures

H. Procedural Requirements:

- Application was submitted on October 31, 2012;
- Applicant was provided Notice of Application on April 25, 2013 ;
- Notice of Application was posted, published and mailed on May 1, 2013, which began a 55 day public comment period;
- A SEPA Determination of Non Significance was issued on July 29, 2013;
- Notice of Plan Commission Public Hearing was posted and mailed July 30, 2013;
- Notice of Public Hearing was published in the Spokesman Review on July 31, 2013 and August 7, 2013;
- Plan Commission Public Hearing Date is scheduled for August 14, 2013.

IV. DEPARTMENT REPORTS and PUBLIC COMMENT:

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file. There were a significant number of comments received during the public comment period. All of the comments are in the file for this application. During the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30. The applicant has withdrawn the request to change the land use plan map designation of the land area lying to the south of E. 30th Avenue/E. 31st Avenue

V. CONCLUSIONS:

SMC 17G.020.030 provides the criteria for decisions on amendments to the comprehensive plan. Following the review criteria is an analysis of the consistency of the proposal with the review criteria.

Section 17G.020.030 Review Criteria

The following is a list of considerations that shall be used, as appropriate, by the applicant in developing an amendment proposal, by planning staff in analyzing a proposal, and by the plan commission and city council in determining whether a criterion for approval has been met.

A. Regulatory Changes.

Amendments to the comprehensive plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is consistent with the Growth Management Act, and the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code as discussed in this report.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The proposed change as recommended by staff would be consistent with these goals.

Based on the evaluation provided in this report, staff concludes that the application is consistent with the Growth Management Act because it is consistent with the comprehensive plan.

C. Financing.

In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with public services and facilities. Specific traffic impact mitigation is provided in the SEPA mitigated determination of non-significance related to this application.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criterion is not applicable to this proposal. There are no funding shortfall implications

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: The proposal does not result in the need for other amendments to the comprehensive plan or development regulations

The proposal presented by the applicant is consistent with policies of the comprehensive plan based on the following analysis:

Comprehensive Plan Policies:

LU 1.2 Districts

Identify districts as the framework for providing secondary schools, larger park and recreation facilities, and more varied shopping facilities.

Discussion:

Districts are composed of logical and contiguous groupings of several neighborhoods having a population of 30,000 to 60,000 people. Within a district, the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. For example, within a district, there is usually a centrally located high school, one or two well-located middle schools, and one or

more well-located community parks.

The core area of the district, known as the district center, is usually located at the intersection of arterial streets. District centers offer a wide range of retail and service activities including general merchandising, small specialty shops, personal and professional services, offices, food, and entertainment. They should also include plazas, green space, and a civic green or park to provide a focal point for the center. Urban design guidelines of the comprehensive plan or a neighborhood plan are used to guide architectural and site design to promote compatible mixed land uses. Housing density should decrease as the distance from the district center increases.

LU 3.2 Centers and Corridors

Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.

Discussion:

Suggested centers are designated where the potential for center development exists. Final determination is subject to the neighborhood planning process.

Neighborhood Center

Neighborhood centers designated on the Land Use Plan map have a greater intensity of development than the surrounding residential areas. Businesses primarily cater to neighborhood residents, such as convenience businesses and services. Drive-through facilities, including gas stations and similar auto-oriented uses tend to provide services to people living outside the surrounding neighborhood and should be allowed only along principal arterials and be subject to size limitations and design guidelines. Uses such as a day care center, a church, or a school may also be found in the neighborhood center.

Businesses in the neighborhood center are provided support by including housing over ground floor retail and office uses. The most dense housing should be focused in and around the neighborhood center. Density is high enough to enable frequent transit service to a neighborhood center and to sustain neighborhood businesses. Housing density should decrease as the distance from the neighborhood center increases. Urban design guidelines of the comprehensive plan or a neighborhood plan are used to guide architectural and site design to promote compatible, mixed land uses, and to promote land use compatibility with adjoining neighborhoods.

Buildings in the neighborhood center are oriented to the street. This encourages walking by providing easy pedestrian connections, by bringing activities and visually interesting features closer to the street, and by providing safety through watchful eyes and activity day and night.

Parking lots should not dominate the frontage of these pedestrian-oriented streets, interrupt pedestrian routes, or negatively impact surrounding neighborhoods. Parking lots should be located behind or on the side of buildings as a rule.

To promote social interaction and provide a focal point for the center, a central gathering place, such as a civic green, square, or park, should be provided. To

identify the center as the major activity area of the neighborhood, it is important to encourage buildings in the core area of the neighborhood center to be taller. Buildings up to three stories are encouraged in this area. Attention is given to the design of the circulation system so pedestrian access between residential areas and the neighborhood center is provided. To be successful, centers need to be integrated with transit. Transit stops should be conveniently located near commercial and higher density residential uses, where transit service is most viable.

The size and composition of neighborhood centers, including recreation areas, vary by neighborhood, depending upon location, access, neighborhood character, local desires, and market opportunities. Neighborhood centers should be separated by at least one mile (street distance) or as necessary to provide economic viability. As a general rule, the amount of commercial space and percent devoted to office and retail should be proportional to the number of housing units in the neighborhood. The size of individual commercial business buildings should be limited to assure that the business is truly neighborhood serving. The size of the neighborhood center, including the higher density housing surrounding the center, should be approximately 15 to 25 square blocks. The density of housing should be about 32 units per acre in the core of the neighborhood center and may be up to 22 units per acre at the perimeter.

District Center

District centers are designated on the land use plan map. They are similar to neighborhood centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the district center, including the higher density housing surrounding the center, should be approximately 30 to 50 square blocks.

As with a neighborhood center, buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible. A central gathering place, such as a civic green, square, or park is provided. To identify the district center as a major activity area, it is important to encourage buildings in the core area of the district center to be taller. Buildings up to five stories are encouraged in this area

The circulation system is designed so pedestrian access between residential areas and the district center is provided. Frequent transit service, walkways, and bicycle paths link district centers and the downtown area.

Employment Center

.....

**Page 18, Comprehensive Plan
District Center**

District centers are designated on the land use plan map. They are similar to neighborhood centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city. As a general rule, the size of the district center, including the higher density housing surrounding the center, should be approximately 30 to 50 square blocks.

As with a neighborhood center, buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible. A central gathering place, such as a civic green, square, or park is provided. To identify the district center as a major activity area, it is important to encourage buildings in the core area of the district center to be taller. Buildings up to five stories are encouraged in this area.

The circulation system is designed so pedestrian access between residential areas and the district center is provided. Frequent transit service, walkways, and bicycle paths link district centers and the downtown area.

LU 4.5 Block Length

Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths.

Discussion: Excessively long blocks and long local access residential streets result in fewer alternative routes for pedestrian and vehicle travel and generally result in increased vehicle speeds. A grid pattern featuring more street intersections and shorter blocks provides more alternative routes for pedestrian and vehicle travel and tends to slow traffic. Block lengths of approximately 250 to 350 feet on average are preferable, recognizing that environmental conditions (e.g., topography or rock outcroppings) might constrain these shorter block lengths in some areas.

Planning and Development Services staff review of Sonneland Comp Plan Amendment - Lincoln Heights District Center			
Comp Plan policy for district center core area	Existing Lincoln Heights District Center	Proposed Lincoln Heights District Center with proposed Sonneland land use plan map amendment	Comprehensive Plan and zoning analysis
LU 1.2: District center core area is located at the intersection of arterial streets	A district center plan for Lincoln Heights has not been adopted. A Center and Corridor Core land use plan designation has not been identified on the Land Use Plan Map of the Comp Plan. See additional discussion under Policy LU 3.2 below.	The Sonneland site is located at the southwest corner of S.E. Boulevard and 29 th Avenue. S.E. Boulevard is a Minor Arterial; 29 th Avenue is a Principal Arterial.	The proposal is to apply Center and Corridor Core land use plan map designation to the property and to rezone the site to a CC-2 zone. The site is located at the intersection of arterial streets.
LU 1.2: District centers offer a wide range of retail and service activities including general merchandising, small specialty shops, personal and professional services, offices, food, and entertainment.	The existing higher intensity zones provide land uses as described in the description/policy.	Proposed expansion adds 9.8 acres of Center and Corridor Core (proposed CC-2 zone) designated land area to the district center. The land uses encouraged by LU 1.2 would be allowed in the expanded area.	The proposed Center and Corridor Core land use plan map designation and CC-2 zone would allow uses described in Policy LU 1.2.
LU 1.2: District centers should also include plazas, green space, and a civic green or park to provide a focal point for the center.	The existing center does not provide plazas, green space, or a civic green or park to provide a focal point for the center. Thorton Murphy Park is located northeast of the existing shopping center.	The proposal is to amend the land use plan map. There are no development plans for the site.	The proposal does not include the features identified in LU 1.2. There is not a mechanism in the zoning code to require these features. The zoning code does provide incentives for the provision of these features.
LU 1.2: Urban design guidelines of the Comprehensive Plan or a neighborhood plan are used to guide	Design guidelines and standards have been adopted as a part of the zoning code.	Development is required to comply with the zoning code.	Compliance with the design guidelines and standards of the zoning code is required for all site development.

architectural and site design to promote compatible mixed land uses.			
LU 1.2: Housing density should decrease as the distance from the district center increases.	The existing land use plan map generally reflects this housing density pattern.	The proposed land use plan map reflects this housing density pattern.	Proposal is consistent with the housing density pattern described in Policy LU 1.2.
LU 3.2: Designate centers and corridors on the land use plan map that encourage a mix of uses and activities around which growth is focused.	Discussion under this policy states: “Suggested centers are designated where the potential for center development exists. Final determination is subject to the neighborhood planning process.” A district center symbol is shown on the Comp Plan land use plan map in the Lincoln Heights shopping area vicinity. The land use plan map designation for the existing commercial shopping center is General Commercial. The Center and Corridor Core land use plan designation has not been applied to the commercial area of Lincoln Heights because a neighborhood planning process has not been conducted for the Lincoln Heights District Center. Zoning history: When the Center and Corridor zoning standards were adopted in 2002, all of the core commercial	The land use plan map amendment proposes a change to the Center and Corridor Core designation. The land area included in the proposed amendment is presently within the higher intensity area of the Lincoln Heights “suggested center” and is designated Office on the land use plan map. The proposed change to the land use plan map designation does not expand the size of the district center because the site is already designated in the “Office” land use category. Office uses are considered a component of the higher intensity uses that are intended for a district center. Staff considers the proposed amendment as a modification to the existing designation that is not subject to the neighborhood planning process.	A Center and Corridor Core land use plan map designation is the applicable land use plan map designation for areas designated with the district center symbol. Policy LU 1.8 limits expansion of general commercial uses outside of centers and corridors (see below). LU 1.8 General Commercial Uses: “Contain general commercial areas within the boundaries occupied by existing business designations and within the boundaries of designated centers and corridors.”

	areas of the 19 original center and corridor locations, including Lincoln Heights, were zoned in a Center and Corridor (CC) zoning category.		
LU 3.2 District Center discussion on Page 18: District centers are similar to neighborhood centers, but the density of housing is greater (up to 44 dwelling units per acre in the core area of the center) and the size and scale of schools, parks, and shopping facilities are larger because they serve a larger portion of the city.	The density of housing in the core area of the center is probably no more than 22 units per acre. The shopping facilities in the CC zoned areas of the Lincoln Heights District Center consist of larger grocery stores, restaurants, and a variety of retail sales and service uses and offices.	The amendment proposes to change the land use plan map designation to Center and Corridor Core and a CC-2 zone.	The proposed Center and Corridor Core land use plan map designation and CC-2 zone would allow uses described in Policy LU 3.2.
Page 18: As a general rule, the size of the district center, including the higher density housing surrounding the center, should be approximately 30 to 50 square blocks.	The existing CC zoned area is approximately 25 square blocks (assuming a block size of 300' X 300' or 2.06 acres) in size. The existing office and multifamily zoned land area is approximately 45 to 55 square blocks.	The proposed amendment involves a land area of between 4 and 5 square blocks. The amendment proposes to change the existing land use plan map designation from mostly Office (there is a small island of RSF zoned land) to Center and Corridor Core and CC-2 zoning.	Changing the land use plan map designation from Office to Center and Corridor Core would allow the site to be developed with retail sales and service uses that are not allowed on the site by the current Office land use plan map designation and zoning. The proposed change to the land use plan map designation does not expand the size

			of the district center because the site is already designated in the Office land use category. Office uses are considered a component of the higher intensity uses that are intended for the district center.																
Page 18: buildings are oriented to the street and parking lots are located behind or on the side of buildings whenever possible.	The existing CC zoned area consists mostly of relatively older single story buildings with parking areas located between the building and the street. The intensity of the existing development is substantially less than is allowed by the zoning code. Infill of vacant land and redevelopment of underdeveloped land is envisioned by the comprehensive plan and the zoning code.	The applicant is proposing to rezone the site from Office (O), Office Retail (OR) and Residential Single Family (RSF) to Center and Corridor Type 2 (CC-2).	The applicant is proposing to rezone the whole site to CC-2. The table below summarizes relative intensity of example zoning categories. The intensity of use permitted in the CC zones is not significantly greater than the uses permitted in the O and OR zones. However, the maximum building height is substantially greater in the CC zone(s). <table><tr><td colspan="2">Office Zone</td></tr><tr><td>FAR</td><td>- .8 non-res. - Res. Not limited</td></tr><tr><td>height</td><td>35 ft.</td></tr><tr><td>uses</td><td>office, residential</td></tr><tr><td colspan="2">Office Retail Zone</td></tr><tr><td>FAR</td><td>- 6 non-res. - Res. Not limited</td></tr><tr><td>height</td><td>35 ft.</td></tr><tr><td>uses</td><td>office, residential, small scale</td></tr></table>	Office Zone		FAR	- .8 non-res. - Res. Not limited	height	35 ft.	uses	office, residential	Office Retail Zone		FAR	- 6 non-res. - Res. Not limited	height	35 ft.	uses	office, residential, small scale
Office Zone																			
FAR	- .8 non-res. - Res. Not limited																		
height	35 ft.																		
uses	office, residential																		
Office Retail Zone																			
FAR	- 6 non-res. - Res. Not limited																		
height	35 ft.																		
uses	office, residential, small scale																		

			retail
			CC-2 DC Zone
			FAR - .8 non-res. - 1.5 res.
			height 55 ft.
			uses office, residential, retail
			CC-1 DC Zone
			FAR - 1 non-res. - 2 res.
			height 55 ft.
			uses office, residential, retail
			The CC-2 zone allows uses such as motor vehicle sales, rental, repair or washing; automotive parts and tire (with exterior storage or display); gasoline sales (serving more than six vehicles); and, self-storage or warehouse. These uses are not appropriate on the site of the proposed amendment. If the amendment is approved, staff recommends a CC-1 Zone rather than a CC-2 zone for the site.
Page 18: To identify the district center as a major activity area, it is important to encourage buildings in the core area of the district center to be taller.	The existing CC2-DC zoned area to the east of the site on the east side of SE Boulevard allows a maximum building height of 55 feet. The maximum building height currently allowed on the Sonneland site is 35 feet.	If the proposed land use plan amendment is approved, the maximum building height allowed on the site is 55 feet.	The maximum building height is required to transition to a lower building height when a site is located adjacent to a RSF zone. The area to the south of the site is zoned RSF.

Buildings up to five stories are encouraged in this area.			
Page 18: The circulation system is designed so pedestrian access between residential areas and the district center is provided. Frequent transit service, walkways, and bicycle paths link district centers and the downtown area.	The site is bounded by 29 th on the north, Southeast Boulevard on the east and Martin Street on the west. These streets are improved with sidewalks and paving. On the south boundary of the site there is an existing unimproved public right-of-way running generally east-west. This right-of-way extends from the intersection of Martin Street and 30 th Avenue to the intersection of Southeast Boulevard and 31 st Avenue. Near the center of the site there is an existing unimproved right-of-way extending approximately half way through the site. This right-of-way aligns with unimproved Crestline Street right-of-way which is located to the south.	There is no site plan for the development of the site. The applicant has indicated that existing public rights-of-way will be retained as the site is developed. The required improvements to streets will be determined at the time of site development. The applicant has proposed extending the north-south right-of-way to connect with 29 th Avenue to be aligned with Stone Street. The City Engineering Department has indicated that the traffic movement at this intersection would be limited to right turns in and out of the site on to 29 th Avenue.	The retention of the public rights-of-way will allow the circulation system to be consistent with the comprehensive plan.
LU 4.5: Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths.	Much of the Lincoln Heights District Center is developed with a grid street pattern that provides the potential for connectivity for a variety of modes of transportation. Improvements in infrastructure are definitely feasible and necessary.	The land area included in this application is partially undeveloped. Street rights-of-way exist within the property. Future layout of the site would be determined at the time of project approval.	The street pattern is generally established on the basis of the existing public rights-of-way within the site. The blocks are larger than are encouraged by the comprehensive plan. The ability to create smaller blocks is limited because of the existing development of the site in the portions of the site adjacent

			to 29 th Avenue and Southeast Boulevard.
Excessively long blocks and long local access residential streets result in fewer alternative routes for pedestrian and vehicle travel and generally result in increased vehicle speeds. A grid pattern featuring more street intersections and shorter blocks provides more alternative routes for pedestrian and vehicle travel and tends to slow traffic. Block lengths of approximately 250 to 350 feet on average are preferable, recognizing that environmental conditions (e.g., topography or rock outcroppings) might constrain these shorter block lengths in some areas.	See discussion above.	See discussion above.	See discussion above.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation

improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

1. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

2. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: The impacts of this proposal are limited to the area generally surrounding the site. The other comprehensive plan amendments being processed as a part of the current comprehensive plan amendment cycle are relatively small and are far enough separated to have no impact on the site of the proposed amendment. The Carlberg application (file number Z1200044-Comp) located at the northeast corner of 32nd Avenue and Grand Blvd, about 1 mile to the west, is .64 acres in size. The Alton application (file number Z1200045-Comp) located at the southeast corner of 29th Avenue and Fiske Street, about .44 miles to the east, is .28 acres in size. The Cancer Care NW application (file number Z1200043-Comp) is geographically isolated approximately 2 miles from the site of the Sonneland application.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-

making process. On the basis of information contained in the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, and a review of other information available to the Director of Planning Services, a Mitigated Determination of Non-Significance (MDNS) was issued on July 29, 2013.

Staff concludes that this criterion is met.

I. Adequate Public Facilities

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: Staff finds the proposed amendment will not have a substantial impact on the City's ability to provide services. All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal. No one indicated that there were issues with the provision of services to the expanded "Center and Corridor Core" designation.

Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: This criteria is not applicable.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;

- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: This proposal is a request for a comprehensive plan land use plan map amendment, not a policy adjustment.

Staff concludes that this criterion is not applicable to this proposal.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);
- b. The map amendment or site is suitable for the proposed designation;
- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: The applicable comprehensive plan policies have been addressed previously in Criterion E. above.

Staff concludes that the proposed amendment is generally consistent with the comprehensive plan Staff is providing alternatives for consideration by the Plan Commission.

- d. The map amendment or site is suitable for the proposed designation;

Relevant facts: The site is adjacent to properties that are designated General Commercial. The site has access to urban services and has frontage on 29th Avenue, which is a principal arterial, and Southeast Blvd., which is a minor arterial. The site contains no significant slopes, water features, critical areas or cultural resources that would inhibit development of the site. Further review of site features will be a requirement of any future site-specific development applications.

- e. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: Staff finds that the proposed amendment is consistent with the comprehensive plan policies. The proposed center and corridor zoning allows an increased variety of land uses that will support improved development opportunities for the site. In addition, the development standards for centers and corridors will require development that is compatible with the surrounding area.

Staff concludes that this amendment would implement the comprehensive plan better than its current land use plan designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language.

This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: See staff recommendation below.

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

2. Adequate Documentation of Need for Change.

The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. transportation and/or other capital improvements are not being made as expected;
- f. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- g. assumptions upon which the plan is based are found to be invalid; or
- h. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This year (2013), the Plan Commission may consider proposals that are inconsistent with the comprehensive plan. Usually inconsistent amendments require amendments to the text of the comprehensive plan to achieve consistency with policies of the comprehensive plan. However, no changes to the text of the comprehensive plan are necessary for the approval of this application.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: The proposed application has been determined to be consistent with the comprehensive plan. The criteria listed above are intended to be used to evaluate applications that are inconsistent with the comprehensive plan.

VI. RECOMMENDATIONS:

Staff concludes that the proposed amendment is consistent with the comprehensive plan and the Spokane Municipal Code criteria for amendments to the comprehensive plan and recommends approval.

The CC-2 zone allows uses such as motor vehicle sales, rental, repair or washing; automotive parts and tire (with exterior storage or display); gasoline sales (serving more than six vehicles); and, self-storage or warehouse. These uses are not appropriate on the site of the proposed amendment due to the adjacency of the site to an area that is designated Residential 4-10 on the land use plan map. If the amendment is approved, staff recommends a CC-1 Zone rather than a CC-2 zone for the site.

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2012-2013 COMPREHENSIVE PLAN AMENDMENTS

□ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. to amend the land use plan map designation from “Residential 15-30” to “Office”. The total size of the proposed land use plan map amendment is 3.25 acres. The site is located east of Sheridan Street and south of 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

□ FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg, to amend the land use plan map designation on two lots from “Office” to “Center and Corridor Core” and on two additional lots from “Residential, 4 to 10 units per acre” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .64 acres. The site is located at the northeast corner of 32nd Avenue and Grand Boulevard. The recommended implementing zoning designation for all lots is Centers & Corridors, Type 1 – District Center (CC1-DC).

□ FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties to amend the land use plan map designation from “Residential 15-30” to “Center and Corridor Core”. The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

□ FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan recommending a change from “Office” and “Residential 4-10” to “Center and Corridor Core”. The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The recommended implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

FINDINGS OF FACT:

A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a comprehensive plan (RCW 36.70A).

B. The City of Spokane adopted a comprehensive plan in May of 2001 that complies with the requirements of the Growth Management Act.

C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.

D. All four of the subject comprehensive plan amendment applications were submitted by the October 31, 2012 deadline for Plan Commission review during the 2013 amendment cycle.

E. Staff requested comments from agencies and departments on December 10, 2012. No adverse comments were received from agencies or departments. For the Sonneland Application, File No. Z1200046COMP, additional information was requested related to impacts on the transportation facilities. The traffic studies were reviewed by city staff and determined to be adequate to address these impacts.

F. A public comment period ran from April 29, 2013 to June 22, 2013 which provided a 55 day public comment period. There were no negative comments received regarding File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP. For File No. Z1200046COMP (Sonneland), during the initial public comment period there was a significant amount of opposition to the amendment application, especially the proposal involving changing the land use plan map from a Residential 4-10 designation to Residential 15-30 for the land area lying to the south of E. 30th Avenue/E. 31st Avenue. The applicant withdrew this part of the requested land use plan map amendment on May 31, 2013.

G. The Community Assembly received a presentation regarding the draft proposed 2012-2013 comprehensive plan amendments on May 3, 2013 and have been given information regarding the dates of Plan Commission workshops and hearings.

H. The Spokane City Plan Commission held workshops to study the amendments on May 8, May 22, and June 12, 2013.

I. State Environmental Policy Act (SEPA) Checklists and Determinations of Non-Significance were distributed on July 29, 2013 for the comprehensive land use plan map and zoning map changes; File No. Z1200043COMP, File No. Z1200044COMP, and File No. Z1200045COMP.

For FILE NO. Z1200046COMP (Sonneland), a State Environmental Policy Act (SEPA) Checklist and Mitigated Determination of Non-Significance were distributed on July 29, 2013. The mitigation measures are as follows:

1. Any new intersection/driveway at 29th/Stone (south side of 29th) shall be evaluated at the time of a specific project is proposed to the City for such intersection/driveway. The applicant is advised that a new intersection/driveway at this location may be limited to "right-in, right-out only" in order to maintain the function of 29th Avenue and Southeast Boulevard intersection.
2. The east-west connectivity between Martin Street and Southeast Boulevard, generally in the alignment of E. 30th Ave./E. 31st Ave., shall be addressed either as a part of a development agreement or as a part of a traffic study and mitigation for project specific proposals.

The public appeal period for the SEPA determination ended on August 13, 2013.

J. On August 1, 2013, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

K. Notice of the SEPA Checklist and Determination of Non-Significance, the comprehensive plan land use map amendment, and announcement of the August 14, 2013 Plan Commission Public Hearing were published in the Spokesman-Review on July 30 and August 7, 2013 and the Official City Gazette on July 24, 2013 and August 7, 2013.

L. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on July 30, 2013.

M. The staff reports found that the four comprehensive plan amendment application met all the decision criteria for approval of a comprehensive plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

N. The Plan Commission held a public hearing on the four comprehensive plan amendment applications on August 14, 2013.

O. The early and continuous public participation standards of the Growth Management Act (GMA, RCW 35.70A) and of the City of Spokane development regulations have been met during the consideration of these comprehensive plan amendment applications and persons desiring to make comments and provide testimony have had the opportunity to do so.

By motion and second and a recorded vote, the Plan Commission approved Finding of Facts A through O.

CONCLUSIONS:

A. The Plan Commission adopted the staff recommended findings for the decision criteria and review guidelines for comprehensive plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

By motion and second and a recorded vote, the Plan Commission approved Conclusions A through B.

RECOMMENDATIONS:

☐ FILE NO. Z1200043COMP: A proposed comprehensive plan amendment application by Mike Stanicar, on behalf of Cancer Care Associates, LLC. By a vote of 9 to 0 the Plan Commission recommends to the City Council the approval of a proposed

amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" to "Office" for approximately 3.25 acres including the block bounded by E. 5th Avenue; S. Sheridan Street; E. Hartson Avenue; and S. Hatch Street; and four parcels located at the southeast corner of S. Hatch Street and E. 5th Avenue. The recommended implementing zoning designation is Office (O-35) for all parcels.

FILE NO. Z1200044COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Tim Carlberg. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 15-30" and "Office" to "CC Core" for approximately .64 acres generally located on the east side of S. Grand Blvd between E. 31st Avenue and E. 32nd Avenue. The recommended implementing zoning designation is for all lots is "Centers & Corridors, Type 1 – District Center (CC1-DC)."

FILE NO. Z1200045COMP: A proposed comprehensive plan amendment application by Dwight Hume, on behalf of Alton Properties. By a vote of 8 to 1, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Residential 15-30" to "CC Core". The total size of the proposed land use plan map amendment is .29 acres. The site is located at the southeast corner of 29th Avenue and Fiske Street. The recommended implementing zoning designation is Centers & Corridors Type 2, District Center (CC2-DC) for all parcels.

FILE NO. Z1200046COMP: A proposed comprehensive plan amendment application by Sonneland Commercial Properties, LLC; and Banner Bank. By a vote of 9 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" and "Residential 4-10" to "Center and Corridor Core". The parcels are approximately 9.8 acres in size. The site is located at the southwest corner of 29th Avenue and Southeast Boulevard. The proposed implementing zoning designation is Centers & Corridors, Type 1 – District Center (CC1-DC).

Recommendations:

By motion and second and a recorded vote, the Plan Commission recommends to the City Council the approval of the proposed Finding of Fact, Conclusion and Recommendation for amendments to the Comprehensive Plan, as written.



**Michael Ekins, President
Spokane Plan Commission**

August 14, 2013



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Public Comment received for:

Z1200046-COMP – Sonneland

This application, when first made received significant public comment. After the size of the application was reduced, there have been two public comments from one individual received on this application; these are attached.

The earlier comments focused exclusively on the area that has been removed from the application and are not attached.

Black, Tirrell

From: Joan Kingrey <djkingrey@gmail.com>
Sent: Monday, June 17, 2013 8:24 PM
To: Pelton, Ken; Black, Tirrell
Cc: Dave & Joan Kingrey
Subject: Additional input; Sonneland Comprehensive Plan Amendment

Follow Up Flag: Follow up
Flag Status: Flagged

Following the Spokane Plan Commission workshop on June 12, 2013 - we would add the following input regarding the Sonneland Amendment proposal to the input that has already been submitted:

- Along with our neighbors, we are pleased that the original proposal was revised to a 9.8 acre proposal that removes the remaining residential area of Quail Run from consideration.
- We support that the 9.8 acres should all be zoned the same, so the zoning of the three R4-10 lots should be the same as the surrounding property which is currently zoned as Office.
- We do not have the information to support that the area should be zoned CC Core - Centers & Corridors, Type 2 - District Center (CC2-DC)
 - As we understand it, designation of the Lincoln Heights District Center has not been finalized and will be a focus in the pending review of the City's Comprehensive Plan. We understand from Scott Chesney's remarks at the Lincoln Heights Neighborhood Council meeting and also remarks made at the workshop that there needs to be a clear center and edges to a designated District Center. In the summary report provided for the workshop, the Lincoln Heights Center is suggested at 29th and Regal. We assume that the review process would determine the center and edges of the Lincoln Heights District Center. The proposed 9.8 acres may or may not be included.
 - The summary report, in reference to Policy LU 3.2 Centers and Corridors, states: "Suggested centers are designated where the potential for center development exists. Final determination is subject to the neighborhood planning process." It seems, then - that an amendment that zones a Center prior to the process required to establish a Center is out of sequence. While we can see that amendments may be proposed after a Center has been established in the City's Comprehensive Plan, using the Amendment process to establish a Center contradicts the policy and the required process for the designation of Centers and Corridors.
 - It may be more in sequence if the Sonneland Amendment would be considered as part of the Comprehensive Plan process to establish the Lincoln Heights District Center.
 - If zoning of an area as CC2 requires that adjacent property be rezoned as a transition zone that does not include R4-10, then we oppose the CC2 zoning and support zoning the entire proposed area as Office.
 - We think that the Plan Commission should make formalization of the Lincoln Heights District Center a priority.
- During the workshop, commissioners asked whether or not covenants should be part of their consideration of rezoning proposals. We do think that the Plan Commission should consider covenants as they are established based on the zoning code in place, and are legal, binding agreements. It would seem that an amendment applicant could reasonably be asked what other legal agreements or restrictions apply to the property under consideration. The Commission could then determine whether or not the city has potential liability in changing a zoning code.

Thank you for the opportunity for input -
Joan and David Kingrey
2306 E 32nd
Spokane, WA 99223

Black, Tirrell

From: Joan Kingrey <djkingrey@gmail.com>
Sent: Saturday, August 17, 2013 5:17 PM
To: Pelton, Ken; Black, Tirrell
Cc: Chesney, Scott; Dave & Joan Kingrey
Subject: Sonneland Amendment recommendation

Mr. Pelton and Ms. Black -

Please accept my sincere thank you for the capable and responsive character of the Planning and Development Services as exhibited throughout the Proposed Comprehensive Plan Amendment Land Use Map Changes process. For me, and my neighbors - there was always a quick and thorough response to inquiries, and we were kept well informed throughout. I particularly appreciate that Planning and Development Services recommended a CC1 designation, instead of the requested CC2, for the Sonneland/29th Street Investments proposal. As I have revisited the city municipal code documents, I feel that your recommendation honored the input received regarding the original and revised Sonneland proposals, and respected the future of the single family residential neighborhood to the south of the proposed rezoning area.

I know that this process is not complete until City Council approval of the amendment recommendations occurs. In the interim, please accept my appreciation for the quality of your work in service to this community.

Joan Kingrey
2306 E 32nd
Spokane, WA 99223