

**FINANCE & ADMINISTRATION  
COMMITTEE MEETING AGENDA**

**April 19, 2021**

**1:15 p.m. – 3:15 p.m.**

The Spokane City Council's Finance & Administration Committee meeting will be held at **1:15 p.m. on April 19, 2021** as a Webex Meeting, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

**AGENDA**

**I. Call to Order**

**II. Approval of Minutes from March 15, 2021 Meeting**

**III. Consent Items**

- A. Ordinance Repealing Capital Fund Accounts
- B. K&L Gates – Outside Counsel Contract Amendment
- C. Purchase of CAT Backhoe
- D. Overhead Door/NationServe Contract Renewal

**IV. Discussion Requests**

- |   |                  |
|---|------------------|
| A. SBO for Mail Courier (5 min)   | Mike Sloon       |
| B. SBO for Water Yards East Parking Upgrade (5 min)                     | Steve Burns      |
| C. SBO for 2021 Windstorm Expenses (5 min)                              | Paul Ingiosi     |
| D. SBO for Parks & Recreation/Golf SIP Carryover (5 min)                | Michelle Hughes  |
| E. Resolution for Final SIP Loan Draw for Golf Courses (5 min)          | Michelle Hughes  |
| F. SBO for Ulupalakua Lease Extension for Spokane EnVision Site (5 min) | Dave Steele      |
| G. Lease Extension for Spokane EnVision Site (5 min)                    | Dave Steele      |
| H. Hearing Examiner ILA (5 min)   | Brian McGinn     |
| I. SMC for Parking and Fee Schedule (5 min)                             | Kris Becker      |
| J. Fastenal Value Blankets (5 min)                                      | Thea Prince      |
| K. Source of Income Ordinance (5 min)                                   | Brian McClatchey |

**V. Committee Briefs**

- |                                      |                                 |
|--------------------------------------|---------------------------------|
| A. SAO Exit Report (20 min)          | Tyler Benner/SAO Representative |
| B. Priority Based Budgeting (10 min) | Tonya Wallace                   |

**VI. Standing Topic Discussions**

- |   |                |
|---|----------------|
| A. COVID Monthly Update (10 min)        | Amber Richards |
| B. Monthly Financial Reports (5 min)    | Paul Ingiosi   |
| C. Quarterly Investment Update (10 min) | Jake Hensley   |
| D. SIP Loan Update (5 min)              | Jake Hensley   |

## **VII. Adjournment**

The next Finance & Administration Committee meeting will be on **Monday, May 17, 2021 at 1:15 p.m.**

*AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.*

*“A good financial plan is a road map that shows us exactly how the choices we make today will affect our future”  
– Alexa Von Tobel*

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Finance & Administration Committee**  
**March 15, 2021 – DRAFT**

---

**Attendance**

Council Member Becky Wilkerson, Council Member Candace Mumm, Council President Breean Beggs, Council Member Karen Stratton, Council Member Kate Burke, Council Member Lori Kinnear, Council Member Michael Cathcart, Tonya Wallace, Hannahlee Allers, Amie Blain, Amber Richards, Brian McClatchey, Carly Cortright, Erica Jacobo, George Dahl, John Delay, Kyle Twohig, Mark Carlos, Michael Lowdon, Michael Sloon, Michelle Hughes, Paul Ingiosi, Sarah Nuss, Shauna Harshman, and Timothy Dunivant

**I. Call to Order**

This meeting started at 1:17 PM and was conducted through Webex.

**II. Approval of Minutes**

Meeting Minutes for February 22, 2021 were unanimously approved.

**III. Consent Items Approved without Discussion:**

- A. Cold Mix Annual Value Blanket
- B. Miscellaneous Stock Steel Annual Value Blanket
- C. On-Call Arborist Contract Amendment
- D. Copiers Northwest, Inc. Master Contract
- E. Sewer Bend Value Blanket Renewal

**IV. Discussion Requests**

- A. Federal Lobbyist Contract – CP Beggs  
CP Beggs explained the background, and CM Mumm supported the need for the position. Please see the agenda packet for documents submitted to the committee.
- B. Budget Software – Tonya Wallace  
Tonya Wallace explained the need for the software for the City's budget process, and shared the attached presentation. CM Cathcart and Tonya discussed the timeline of public accessibility. CM Cathcart suggested implementing the system in a BETA mode initially for public visibility, with disclaimers. CM Kinnear discussed department head accountability. CM Mumm acknowledged the cost savings over the years due to not purchasing software, as well as the need for a better option going forward. CP Beggs advised he supports this initiative, and discussed with Tonya that he would like the City Council to have the opportunity to be involved with the project. Tonya confirmed they will have the opportunity. Please see the agenda packet for documents submitted to the committee.
- C. Closing Identified Funds – Michelle Hughes  
Michelle Hughes explained the three funds the Finance department is recommending closing due to obsolescence, and moving money within those funds to the Asset Management Fund for capital outlay since its budget was cut within the 2021 budgetary process. Please see the agenda packet for documents submitted to the committee.

- D. SBO to move position from Public Works Utility Fund to the General Fund – Kyle Twohig and Paul Ingiosi  
Kyle Twohig explained this is a request to move this position held by Barbara Patrick, from Public Works to Engineering. Paul Ingiosi explained the budgetary affects. CM Stratton asked about the employee's thoughts, and Kyle advised she is excited for this change. CP Beggs asked for assurances that enough administrative support would be available for the new director, to which Kyle confirmed sufficient support will be available. Please see the agenda packet for documents submitted to the committee.
- E. SBO for Police Guild Contract – Paul Ingiosi  
  
Please see the agenda packet for documents submitted to the committee.
- F. SBO-System Support-Fleet Mgmt Apps and SW Servicing Apps – Paul Ingiosi and Erica Jacobo  
Erica explained her role regarding her support for the software and that there is currently no support available for the M5 and Rubicon software systems being utilized by the Fleet Management and Solid Waste departments. Please see the agenda packet for documents submitted to the committee.
- G. Access Frames and Covers Annual Value Blanket – Mike Lowdon  
  
Please see the agenda packet for documents submitted to the committee.
- H. SBO for School District 81 PEG Reimbursement – John Delay  
John explained this will be for an additional camera at the main office for School District 81, and it will support the entire district. This is for Channel 17, which airs general public and school programs. Please see the agenda packet for documents submitted to the committee.
- I. North Monroe Sign – Carly Cortright and George Dahl  
George Dahl explained there has been a miscommunication regarding the project. He advised this went to bid in September 2020, and one contractor responded. Due to the scope, it did not move forward. The landscape architect redesigned the project and this will go out for bid again. There are multiple budget constraints, including Public Works requirements due to this project using CDBG funds. CM Stratton recommended taking new designs to the two neighborhoods to get their input before moving forward. CM Mumm asked about the design cost, and George confirmed that it is not uncommon for projects using CDBG funds to have higher design costs, and that it is often difficult to get bids on such projects.

**V. Committee Briefs**

- A. Downtown Parking Analysis – Kris Becker  
  
Please see the agenda packet for documents submitted to the committee.

**VI. Standing Topic Discussions**

- A. COVID Monthly Update – Sarah Nuss  
Sarah Nuss provided an update for the City Council.

B. Monthly Financial Reports – Paul Ingiosi

Please see the agenda packet and the attached presentation for documents submitted to the committee.

**VII. Adjournment**

The meeting was adjourned at 2:35 PM. The next meeting is scheduled for April 19, 2021 at 1:15 p.m.

Prepared by:

Amie Blain

Approved by:

---

Chair

Council Member Betsy Wilkerson

For further information contact: Amie Blain, 509-625-6585

# Finance Committee

## Monthly Reports – February 2021

---

FINANCE AND ADMINISTRATION

MARCH 15, 2021

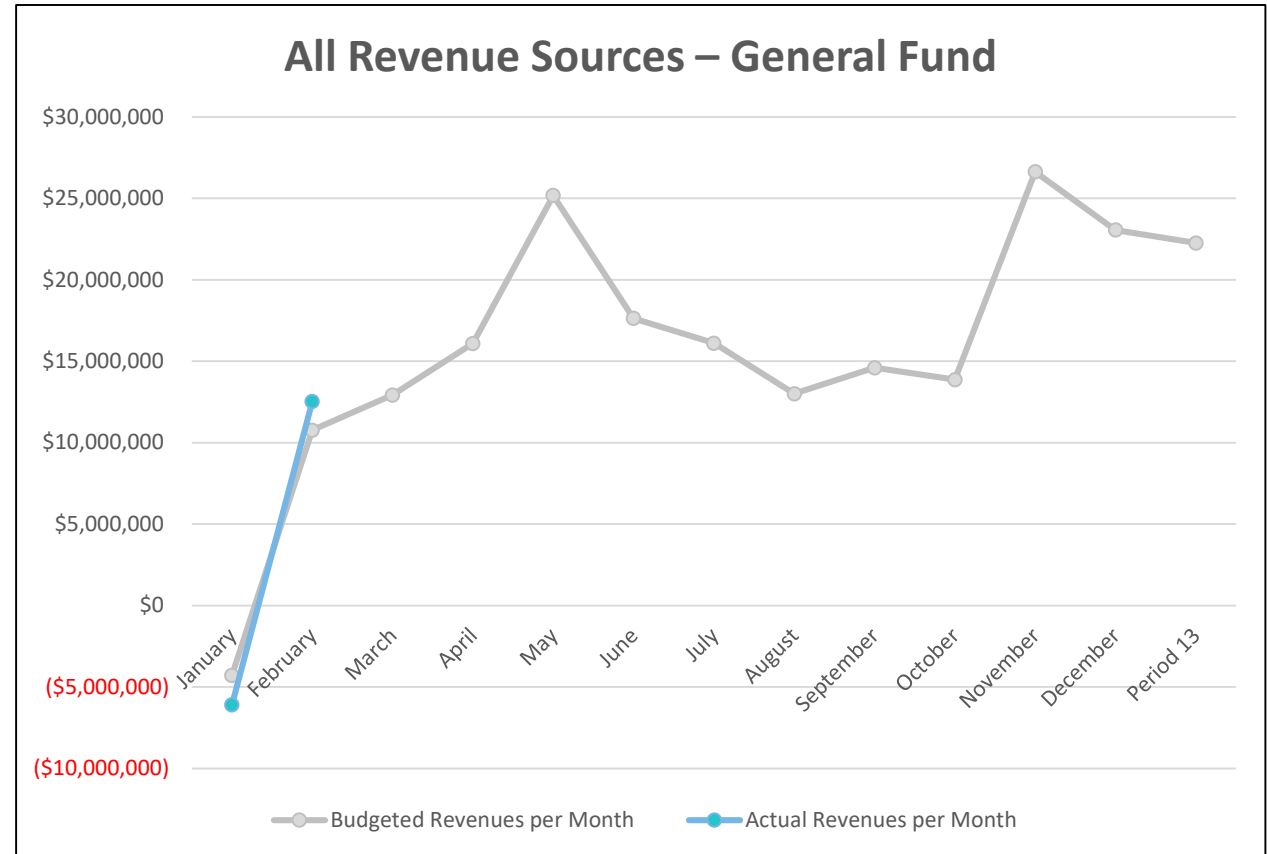
# Monthly General Fund Report

---

- GF Revenues are approximately 6% below budget through February
  - At this point in the year, we anticipate \$0 in sales tax and property tax due to accounting accruals
  - \$6.4 million collected against \$6.8 million budget
  - \$207.9 million current revenue budget
- GF Expenditures are approximately 4% below budget through February
  - \$30.9 million in expenses against \$32 million budget
  - Salaries and Benefits - \$2 million under budget
- Uniform OT – Through February, Police and Fire had spent 13% and 33% of their respective annual OT budgets

# Monthly General Fund Report - Revenue

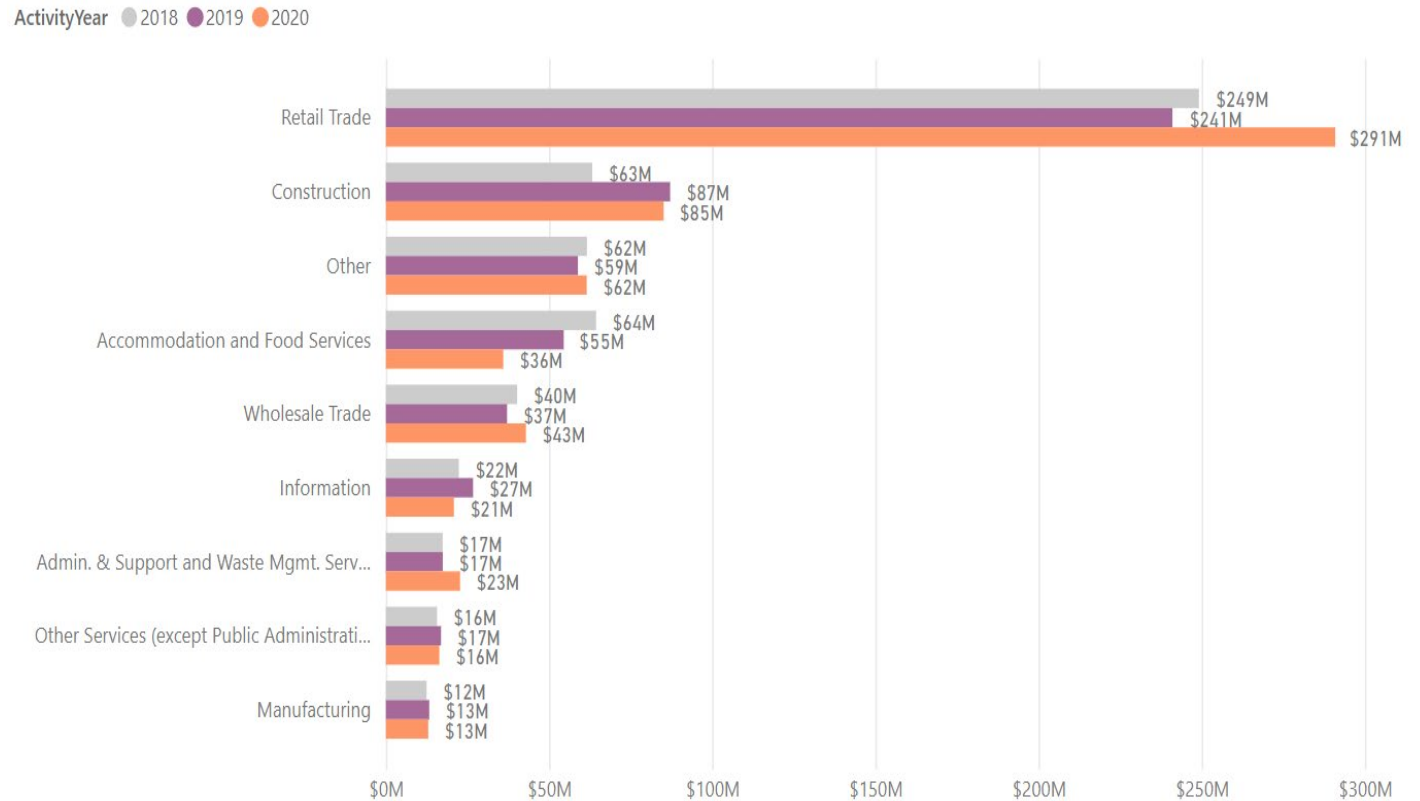
- Through February 2021, total General Fund revenue is approximately \$400,000 below budget (-5.7%)
- Total General Fund revenue is up 1.6% as compared to FY20





# Monthly General Fund Report – Taxable Sales

- In FY20, Taxable Sales across all categories were down 2.9% compared to FY19
- Through December:
  - Retail Trade +7%
  - Construction -3.8%
  - Accommodation and Food Services -32.4%
- Total Taxable Sales for FY20 were approximately \$5.9 billion



# Monthly General Fund Report – Sales Tax

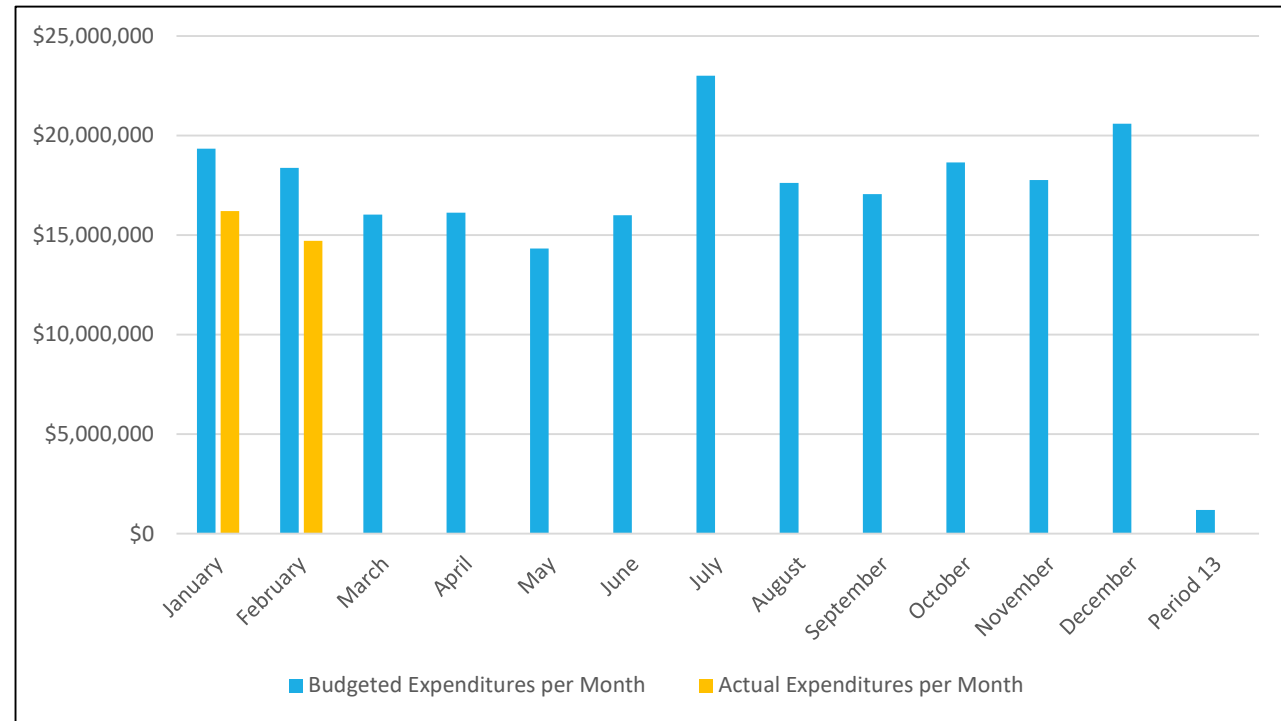
SALES TAX REPORT	Approx. Annual (\$ in millions)	2020											2021		12-Month Change
		FEB (Dec)	MAR (Jan)	APR (Feb)	MAY (Mar)	JUN (Apr)	JUL (May)	AUG (Jun)	SEP (Jul)	OCT (Aug)	NOV (Sep)	DEC (Oct)	JAN (Nov)	FEB (Dec)	
BENTON COUNTY	\$ 12.3	13%	-23%	-18%	21%	5%	-1%	32%	-13%	-11%	45%	-20%	-13%	31%	8%
KENNEWICK	\$ 20.2	17%	-27%	-4%	-2%	-6%	31%	2%	12%	-13%	13%	-5%	-2%	20%	8%
CLARK COUNTY	\$ 40.1	24%	-22%	-9%	8%	-1%	17%	12%	5%	-6%	5%	-5%	-4%	25%	18%
VANCOUVER	\$ 43.4	30%	-23%	-10%	1%	-3%	21%	9%	-1%	-4%	11%	-4%	-5%	25%	8%
KING COUNTY	\$ 132.0	24%	-20%	-18%	2%	0%	22%	6%	-1%	-1%	5%	-2%	-7%	26%	1%
SEATTLE	\$ 237.7	23%	-22%	-19%	-2%	3%	15%	4%	-5%	3%	3%	3%	-8%	23%	-11%
PIERCE COUNTY	\$ 69.0	17%	-17%	-12%	9%	3%	24%	6%	2%	-7%	6%	-5%	5%	11%	19%
TACOMA	\$ 49.5	-1%	-6%	-9%	-3%	-2%	28%	6%	-3%	-1%	7%	-4%	-4%	26%	30%
SPOKANE COUNTY	\$ 35.9	18%	-23%	-10%	9%	0%	28%	8%	-2%	-5%	5%	-7%	-3%	16%	6%
SPOKANE CITY	\$ 49.5	17%	-22%	-16%	2%	1%	22%	14%	-10%	2%	6%	-3%	-5%	18%	-1%
SPOKANE VALLEY	\$ 25.1	12%	-21%	-5%	-4%	1%	39%	3%	1%	-6%	8%	-5%	-6%	20%	16%
YAKIMA COUNTY	\$ 13.7	8%	-16%	-3%	8%	6%	12%	3%	-2%	-1%	7%	-8%	-8%	16%	9%
YAKIMA CITY	\$ 18.7	11%	-19%	-3%	4%	2%	18%	7%	-7%	-1%	11%	-6%	-7%	16%	9%

# Monthly General Fund Report – Sales Tax

SALES TAX REPORT		2020											2021		
	Approx. Annual (\$ in millions)	FEB (Dec)	MAR (Jan)	APR (Feb)	MAY (Mar)	JUN (Apr)	JUL (May)	AUG (Jun)	SEP (Jul)	OCT (Aug)	NOV (Sep)	DEC (Oct)	JAN (Nov)	FEB (Dec)	12-Month Change
BENTON COUNTY	\$ 12.3	13%	-23%	-18%	21%	5%	-1%	32%	-13%	-11%	45%	-20%	-13%	31%	8%
KENNEWICK	\$ 20.2	17%	-27%	-4%	-2%	-6%	31%	2%	12%	-13%	13%	-5%	-2%	20%	8%
CLARK COUNTY	\$ 40.1	24%	-22%	-9%	8%	-1%	17%	12%	5%	-6%	5%	-5%	-4%	25%	18%
VANCOUVER	\$ 43.4	30%	-23%	-10%	1%	-3%	21%	9%	-1%	-4%	11%	-4%	-5%	25%	8%
KING COUNTY	\$ 132.0	24%	-20%	-18%	2%	0%	22%	6%	-1%	-1%	5%	-2%	-7%	26%	1%
SEATTLE	\$ 237.7	23%	-22%	-19%	-2%	3%	15%	4%	-5%	3%	3%	3%	-8%	23%	-11%
PIERCE COUNTY	\$ 69.0	17%	-17%	-12%	9%	3%	24%	6%	2%	-7%	6%	-5%	5%	11%	19%
TACOMA	\$ 49.5	-1%	-6%	-9%	-3%	-2%	28%	6%	-3%	-1%	7%	-4%	-4%	26%	30%
SPOKANE COUNTY	\$ 35.9	18%	-23%	-10%	9%	0%	28%	8%	-2%	-5%	5%	-7%	-3%	16%	6%
SPOKANE CITY	\$ 49.5	17%	-22%	-16%	2%	1%	22%	14%	-10%	2%	6%	-3%	-5%	18%	-1%
SPOKANE VALLEY	\$ 25.1	12%	-21%	-5%	-4%	1%	39%	3%	1%	-6%	8%	-5%	-6%	20%	16%
YAKIMA COUNTY	\$ 13.7	8%	-16%	-3%	8%	6%	12%	3%	-2%	-1%	7%	-8%	-8%	16%	9%
YAKIMA CITY	\$ 18.7	11%	-19%	-3%	4%	2%	18%	7%	-7%	-1%	11%	-6%	-7%	16%	9%

# Monthly General Fund Report - Expense

- Through February 2021, total General Fund expenses are approximately \$1.1M below budget (3.5%)
- By category:
  - Salary & Benefits -15%
  - Supplies -41%
  - Services +16%



## Briefing Paper

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Ordinance Repealing Capital Fund Accounts
<b>Date:</b>	4/19/21
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhughes@spokanecity.org">mhughes@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Closure of fund 1600, 1900, & 3101 to the Asset Management fund
<b>Background/History:</b>	
<p><i>In reviewing the City's funds during the 2020 financial reporting process, three funds have been identified with fund balance and zero expenditures over consecutive years. This ordinance will allow closure of these fund and transferred to the Asset Management fund to be utilized for capital expenditures. A future SBO will be needed in order to expend the funds.</i></p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C - \_\_\_\_\_

An ordinance relating to reserve accounts, closing certain internal financial funds and repealing SMC sections 7.08.109 and 7.08.115.

WHEREAS, in reviewing the City's funds during the 2020 financial reporting process, three funds have been identified with fund balance and zero expenditures over consecutive years; and

WHEREAS, this ordinance will close these three funds, amend the Spokane Municipal Code accordingly, and transfer the remaining balances into the Asset Management Fund.

Now, Therefore, the City of Spokane does ordain:

Section 1. That the following funds be closed:

Fund 1600 Capital Improvement Program Fund (Ord. No. C34024 Section 1)

Fund 1900 Cumulative Reserve Fund (Ord. No. C34024 Section 1)

Fund 3101 Improvement Project Construction Fund 2001(Ord. No. C34024 Section 1).

Section 2. That SMC sections 7.08.109 and 7.08.115 be repealed.

Section 3. That the remaining fund balance of \$140,622.00 from Fund 1600, Fund 1900 and Fund 3101 be transferred to the Asset Management Fund pursuant to a special budget ordinance to be used for capital outlay.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2021.

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

Attest:

Approved as to form:

\_\_\_\_\_  
Clerk

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Briefing Paper (Finance & Administration)

<b>Division &amp; Department:</b>	Division of Public Works, Environmental Programs
<b>Subject:</b>	Contract Amendment to OPR 2019-0777
<b>Date:</b>	04/19/2021
<b>Author (email &amp; phone):</b>	Cadie Olsen (509) 638-7051 cell <a href="mailto:colsen@spokanecity.org">colsen@spokanecity.org</a>
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	Mike Ormsby/Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Strategic Initiative:</b>	Energy Strategic Initiative
<b>Deadline:</b>	04/19/2021
<u>Background/History:</u>	
<p>As outlined in the Energy Strategic Initiative, in 2019, the City entered into an agreement with K &amp; L Gates to provide legal advice and counsel regarding energy production and sales, renewable energy initiatives and options.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>The City will be seeking a determination from the Washington Utilities and Transportation Commission.</li> <li>Enabling the waste to energy plant to enter a longer term power purchase agreement.</li> <li>A longer term agreement will allow for more favorable financial terms.</li> <li>This contract amendment secures the legal counsel needed.</li> <li>This contract will be amended by \$55,000 for a total amount of \$135,000.</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify funding source: Legal	
<u>Operations Impact:</u>	
Consistent with current operations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify operations change:	



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

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **K&L GATES, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options; and*

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

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 5, 2019 and September 12, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

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

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00)**.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this



Contract Amendment by having legally-binding representatives affix their signatures below.

**K&L GATES, LLP**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

21-056

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Purchase of CAT Backhoe
<b>Date:</b>	April 12, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Karen Stratton
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Water Department would like to purchase a CAT Backhoe from Western States CAT, Spokane, WA, using Sourcewell Contract #032119-CAT. Total purchase price is \$136,632.36, including tax.	
<b>Executive Summary:</b> <u>Impact</u> <ul style="list-style-type: none"> <li>The CAT Backhoe will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of CAT Backhoe for the Water Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for these is included in the Water Department replacement budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



Spokane  
4625 E Trent Ave Spokane, WA 99212  
509.535.1744

**SOLD TO:**  
City Of Spokane - Fleet Services  
Attn: Fleet Service & Equip/Utility  
915 N Nelson St  
Spokane, WA 99202-3769

**SHIP TO:**  
Office  
Attn: Fleet Service & Equip/Utility  
915 N Nelson St  
Spokane, WA 99202-3769

**SALES AGREEMENT**

AGREEMENT: Q000229270-4  
AGREEMENT DATE: 3/29/2021  
AGREEMENT EXPIRES: 4/28/2021  
WAREHOUSE: Spokane Machine Sales  
CUSTOMER NO.: 8202482  
CUSTOMER PO:  
SALESMAN: Eric J Druffel

Eric.Druffel@wseco.com

ITEM DESCRIPTION	PRICE
Caterpillar 430-07 S/N: TBD - Caterpillar List Price	\$179,237.00
● Delivery Freight	
● New Warranty - 12 mo 8,760 hrs - PREMIER	
List Price Discount - 22% Sourcewell Discount -	(\$39,432.14)
List Price Discount - 8% Additional Dealer Discount -	(\$14,338.96)

<b>Notes</b>	Before Tax Balance	\$125,465.90
	Sales Tax	\$11,166.46
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$136,632.36</b>

Western States Equipment	City Of Spokane - Fleet Services
Order Received by _____	Approved and Accepted by _____
Title <u>Regional Sales Manager</u> Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

**Trade Ins:** All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
**Warranty:** By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



**EQUIPMENT DETAILS**

---

5433343 430 07A BACKHOE LOADER CFG2 - \$102,980.00	0P9003 LANE 3 ORDER - \$0.00
5434286 STICK, EXTENDABLE, 15FT - \$5,090.00	5440930 PT, 4WD/2WS AUTOSHIFT - \$13,530.00
5435181 ENGINE, 86KW, C3.6 DITA, T4F - \$9,690.00	5544188 HYD, MP, 6FCN/8BNK, ST, QC - \$6,210.00
5440883 CAB, DELUXE - \$8,520.00	5455047 DISPLAY, STANDARD - \$0.00
4916736 WORKLIGHTS (8) LED LAMPS - \$890.00	5734525 SEAT, DELUXE FABRIC, HEATED - \$1,455.00
2061748 SEAT BELT, 3" SUSPENSION - \$146.00	5427810 AIR CONDITIONER, T4F - \$2,435.00
5606797 PRODUCT LINK, CELLULAR, PLE643 - \$0.00	3792161 TIRES, 12.5 80/19.5L-24, GY - \$1,650.00
3379696 COUNTERWEIGHT, 1015 LBS - \$1,790.00	9R6007 STABILIZER PADS, FLIP-OVER - \$341.00
2193387 BUCKET-HD, 24", 6.2 FT3 - \$1,708.00	4855303 COUPLER, PG, HYD.D.LOCK,BHL - \$4,083.00
5590872 INSTRUCTIONS, ANSI - \$0.00	4218926 SERIALIZED TECHNICAL MEDIA KIT - \$0.00
5516453 RIDE CONTROL - \$1,510.00	4563390 COUPLING,QD,THREADED WITH CAPS - \$376.00
5481233 LINES, COMBINED AUX, E-STICK - \$3,550.00	2114292 BEACON, MAGNETIC MOUNT - \$234.00
5402298 RADIO, FM BLUETOOTH - \$560.00	5516940 COLD WEATHER PACKAGE, 120V - \$790.00
5675090 AUTO-UP STABILIZERS - \$0.00	2703204 PLATE GROUP - BOOM WEAR - \$211.00
3531389 GUARD, STABILIZER - \$850.00	5552397 LINES,HYD CPLR 15FT EXT PILOT - \$2,361.00
2168840 BUCKET-MP, 1.4 YD3, IT - \$7,632.00	9R5320 CUTTING EDGE, TWO PIECE,WIDE - \$329.00
0P0210 PACK, DOMESTIC TRUCK - \$0.00	4616839 SHIPPING/STORAGE PROTECTION - \$206.00
4621033 RUST PREVENTATIVE APPLICATOR - \$110.00	-

## TERMS AND CONDITIONS

**1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS:** This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

**2. PAYMENT TERMS:** Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL:** Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

**4. INSURANCE:** Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

**5. TIME OF DELIVERY AND SHIPPING:** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

**6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS:** Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

**7. ASSIGNMENTS:** No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**8. NO WARRANTY:** Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

**10. LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

**11. FORCE MAJEURE:** WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

**12. INDEMNITY:** Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

**13. DEFAULT BY CUSTOMER:** An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

**14. JURISDICTION AND VENUE:** This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**15. EQUIPMENT DATA:** This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or indential counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

**CUSTOMER:** \_\_\_\_\_

**WESTERN STATES EQUIPMENT COMPANY**

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

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

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

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

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

Title: Regional Sales Manager

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

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



**STANDARD WARRANTY AND APPLICATION FOR  
EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS**

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

**COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS)** - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
New Warranty - 12 mo 8,760 hrs & PREMIER				
OWNER's NAME City Of Spokane - Fleet Services			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE Attn: Fleet Service & Equip/Utility 915 N Nelson St Spokane, WA 99202-3769				
EXTENDED WARRANTY COVERAGE				
MODEL	PRODUCT DESCRIPTION	HOUR METER	SERIAL NUMBER	DELIVERY DATE

**IMPORTANT NOTE TO OWNER:** Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

**ACKNOWLEDGEMENTS:** I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements \_\_\_\_\_ (initial)

OWNER/LESSEE SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

**TRANSFER:** The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.



## CATERPILLAR STANDARD WARRANTY

**General Provisions:** Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA 61629-3345.

**Warranty Period:** The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

**Caterpillar Responsibilities:** If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. **Owner Responsibilities:** The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

### EXTENDED REPAIR COVERAGE

**A. General Provisions:** During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

**Warranty Periods:** Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

**Owners Responsibilities:** The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

**Power Train Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

**Power Train Plus Hydraulics Extended Coverage:** The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

**Full Machine Extended Coverage:** All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

**Note:** Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

**Note:** The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

**B. ITEMS NOT COVERED:** Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

**C. TERMINATION OF EXTENDED COVERAGE:** Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

**D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY:** In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

**E. OBTAINING EXTENDED COVERAGE SERVICE:** To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

**F. TRANSFER OF UNUSED COVERAGE UPON RESALE:** Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

**G. CANCELLATION OF COVERAGE:** The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

**H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.**

**I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.**

**J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDER OWNERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228**

Acquisition Cost	\$136,632
Fuel	\$11,000
Maintenance	\$50,000
Resale	-\$10,000
SUM	\$187,632

# Briefing Paper

## FINANCE and ADMINISTRATION

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Contract renewal with Overhead Door/NationServe for Annual Garage Door/Electric Gate Maintenance (City Wide)
<b>Date:</b>	4/6/2021
<b>Contact (email &amp; phone):</b>	Thea Prince – <a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a> – (509) 625-6403
<b>City Council Sponsor:</b>	Betsy Wilkerson
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of a two (2) year renewal of the contract with Overhead Door/NationServe for Annual Garage Door/Electric Gate Maintenance

**Background/History:** A Bid was issued for this service to consolidate to one vendor. Three (3) responses were received and Overhead Door/NationServe was the lowest responsive vendor. The resulting contract was a City Wide Contract for a three (3) year period. The bid called for a two-year optional renewal, which we would like to exercise at this time. Estimated annual expenditure is \$150,000.00.

**Executive Summary:**

- Impact  
Renew the current contract for City Wide garage door/electric gate maintenance for a two (2) year period.
- Action  
Purchasing is seeking Council approval renew the current contract for two (2) years.
- Funding  
Funding for this purchase is provided in various department budgets.

**Budget Impact:**

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

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

If new, specify funding source: Department

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

**Operations Impact:**

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

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

Specify changes required:

Known challenges/barriers:

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Innovation & Technology Service Department (ITSD)
<b>Subject:</b>	SBO for part-time Mail Courier (.5 FTE)
<b>Date:</b>	4/19/2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	C.M. Wilkerson
<b>Executive Sponsor:</b>	Eric Finch, CITO
<b>Committee(s) Impacted:</b>	Finance & Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget 5300-73700-18880-08500
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve SBO for 2021
<b>Background/History:</b> <p>This position was budgeted in 2020 but delayed until 2021 in order to receive approval by Local 270 and City Council. The position will reside in the ITSD Fund and will be funded in the Mail Center 2021 budget.</p> <p>The mail center staff was reduced from 4 full-time staff to 2 full-time staff over the past 4 years (retirement and optimization with new mail center equipment). During this reduction a temp-seasonal Mail Courier was needed to meet the mail delivery needs. To reduce the challenge of re-training new temp-seasonal staff, the request for a part-time position was requested, and approved.</p>	
<b>Executive Summary:</b> <p>Seeking approval for funding the part-time Mail Courier (.5 FTE) to support the ongoing mail delivery services provide by the Mail Center. Total 2021 budget amount of \$15,597.</p>	
<b>Budget Impact:</b> <p>Approved in current year budget?      <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?      <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Operating Xfer In from Criminal Justice Assistance Fund</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impact:</b> <p>Consistent with current operations/policy?      <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No      <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers: Known challenges/barriers:</p>	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Information Technology 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 Information Technology Fund, and the budget annexed thereto with reference to the Information Technology Fund, the following changes be made:

FROM:	5300-73700	Information Technology Fund	
	18880-08500	Project Employee	<u>\$ 15,597</u>
TO:	5300-73700	Information Technology Fund	
	18880-05000	Mail Courier	<u>\$ 12,725</u>
	5300-73700	Information Technology Fund	
	18880-51640	Deferred Compensation – Matching	\$ 540
	5300-73700	Information Technology Fund	
	18880-52110	Social Security	\$ 973
	5300-73700	Information Technology Fund	
	18880-52210	Retirement	\$ 1,272
	5300-73700	Information Technology Fund	
	18880-52400	Industrial Insurance	\$ 87

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 hire a part-time Mail Courier (0.5 FTE) to support the ongoing mail delivery services, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# Briefing Paper

## Finance and Administration

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

### Background/History:

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

### Executive Summary:

The current estimated construction cost (Draft) is:

<b>Yards East</b>	<b>Construction</b>	<b>Construction + CM</b>
<b>Parking</b>	<b>w/8.9% tax</b>	<b>(15%)</b>

Contractor	\$1,035,700	\$1,172,700
Water Dept.*	\$282,900	\$320,300

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

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

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

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

Future (West half)

Rough Est.

\$201,000

\$226,300

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

Budget Impact:

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

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

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

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers: Known challenges/barriers:



ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Water & Hydroelectric Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	4100-99999 99999-28810	Water & Hydroelectric Unappropriated Res	<u>\$ 1,172,700</u>
TO:	4100-42490 94340-56501	Water & Hydroelectric Const. of FA	<u>\$ 1,172,700</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for the construction of employee parking that was formerly located on North Foothills and Nevada/Wolverton Court 'Triangle property' sold to Catholic Charities, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# Briefing Paper

## Finance and Administration

<b>Division &amp; Department:</b>	Parks and Recreation
<b>Subject:</b>	Windstorm Costs - SBO
<b>Date:</b>	04/19/2021
<b>Author (email &amp; phone):</b>	Paul Ingiosi ( <a href="mailto:pingiosi@spokanecity.org">pingiosi@spokanecity.org</a> / 625-6061)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO to Advance Funds to the Parks and Recreation Fund for Windstorm Costs

### Background/History:

On January 11, 2021, windstorms with gusts topping 71-mph swept across the Spokane area causing multiple power outages and widespread damage.

The City estimated over \$2.7 million in costs related to the storms including tree removal, vehicle loss, and property damage. The Parks and Recreation department calculated \$898,000 in expense for removal of hazardous trees, mitigation to restore safety, and damage to various parks, golf courses, buildings, and historic features.

Since the winter storm, Park staff and contractors have been mitigating and repairing the significant damage to the park system, from available Park Fund/Golf Fund reserves. Meanwhile reserves are also being used to provide operational core services to the park system as revenues continue to be impacted by the pandemic. Park staff indicate larger repair expenses on the horizon, that will require significant funding and would likely impact cash flow for opening additional programs this spring and summer.

The City has submitted damage claims and estimated costs to the state Department of Emergency Management to determine eligibility for cost reimbursement through FEMA.

### Executive Summary:

The General Fund will advance the Parks and Recreation fund approximately \$898,000 from the City's contingency reserve fund to allow the Parks and Recreation department to make repairs and begin restoration on historic features damaged in the windstorm.

If the City is reimbursed for the windstorm damages by FEMA, those funds would then go towards replenishing the City's reserves. Historically, FEMA has reimbursed 75 percent of eligible expenses which would total approximately \$673,500 of the amount being advanced by the General Fund. The General Fund's contribution to Parks and Recreation would then be the balance of approximately \$224,500. However, if FEMA does not reimburse for the windstorm damages the contingency reserve would be utilized for the full amount.

Budget Impact:

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

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

If new, specify funding source: Reclassify current expenses

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Contingency Reserve	<u>\$898,000</u>
TO:	0980-89000	General Fund - Allocations	
	97118-80101	Operating Transfers-Out – Park Reserve	<u>\$898,000</u>

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

FROM:	1950-54920	Park Cumulative Reserve Fund	
	99999-39710	Operating Transfers-In – General Fund	<u>\$898,000</u>
TO:	1950-54920	Park Cumulative Reserve Fund	
	97114-80101	Operating Transfers-Out – Parks and Rec	<u>\$898,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for advancing funds, a portion of which are anticipated to be reimbursed through FEMA, from the General Fund to the Park Cumulative Reserve Fund due to damage incurred during the January 2021 windstorms, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Briefing Paper

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	SBO Parks (House Cleaning)
<b>Date:</b>	4/19/21
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhughes@spokanecity.org">mhughes@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Housekeeping item SBO for budget to spend approved SIP Loan
<b>Background/History:</b> Budget authority was given in 2018 and not carried over for final Golf Course	
<p><i>Resolution 2018-0074 authorizing 7.5 M in SIP Loans to Parks for Golf Course capital improvements to be taken in 3 equal installments. Full budget authority was granted in 2018 but unspent proceeds were inadvertently not carried forward to 2021. This is to re-establish the budget authority so that Parks can contract out and spend remaining 2<sup>nd</sup> and 3<sup>rd</sup> final draw of the 7.5 Million authorized.</i></p>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Various Funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	5901-79214	Property Acquisition –	
	99999-38271-84113	Loan Proceeds	\$2,500,000
	5901-99999	Property Acquisition—	
	99999	Unappropriated Reserves	<u>\$ 100,573</u>
			<u>\$2,600,573</u>

TO:	5901-79214	Property Acquisition --	
	94000-56301	Capital Expenditures	<u>\$2,600,573</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for the Property Acquisition Fund to interfund loan the Parks Department to upgrade four City Golf course irrigation systems and other on-course and off-course improvements, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Briefing Paper

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	SIP LOAN FOR 3 <sup>RD</sup> AND FINAL DRAW FOR DOWNRIVER GOLF COURSE
<b>Date:</b>	4/19/21
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhughes@spokanecity.org">mhughes@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Authorize the 3 <sup>rd</sup> and final draw of 2.5 Million for Downriver Golf Course.
<b>Background/History:</b>	
<p><i>Resolution 2018-0074 authorizing 7.5 M in SIP Loans to Parks for Golf Course capital improvements to be taken in 3 equal installments. This resolution is authorizing the 3<sup>rd</sup> and final 2.5 million dollar draw.</i></p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

CITY OF SPOKANE, WASHINGTON

DOWNRIVER GOLF COURSE IMPROVEMENTS  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021

---

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Downriver Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED \_\_\_\_\_, 2021

PREPARED BY:

MCALOON LAW, PLLC  
Spokane, Washington



CITY OF SPOKANE, WASHINGTON  
DOWNRIVER GOLF COURSE IMPROVEMENTS  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021  
RESOLUTION NO. \_\_\_\_\_

TABLE OF CONTENTS\*

	<u>Page</u>
Section 1. Definitions.....	2
Section 2. Plan of Capital Improvements .....	5
Section 3. Authorization and Description of Bond.....	5
Section 4. Sale of Bond.....	6
Section 5. Application of Bond Proceeds; Draws.....	7
Section 6. Pledge of Funds and Credit.....	8
Section 7. Registration and Payments.....	8
Section 8. Prepayment .....	9
Section 9. Execution and Authentication of Bond.....	9
Section 10. Form of Bond.....	10
Section 11. Ongoing Disclosure .....	12
Section 12. Prior Acts .....	12
Section 13. Severability .....	12
Section 14. Effective Date .....	12

---

\* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$2,500,000; establishing an interfund loan facility from the Spokane Investment Pool to finance capital needs for improvements to Downriver Golf Course; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for drawing on the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the City's golf courses are in need of certain capital improvements and repairs; and

WHEREAS, in order to fund such necessary capital improvements and repairs, the City's Parks and Recreation department implemented a new facility improvement fee at its four golf courses on June 1, 2018 (the "Facility Improvement Fee"); and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue its general obligation bonds for the purpose of financing the necessary capital improvements to the City's golf courses, as more particularly set forth in this resolution; and

WHEREAS, the City has previously authorized all of the improvements comprising the Project, pursuant to Resolution No. 2018-0074, adopted on August 27, 2018, subject to the future adoption of a funding mechanism for each phase of the Project; and

WHEREAS, the City now desires to implement a funding mechanism for the Project elements related to the Downriver Golf Course Improvements as defined in Resolution No. 2018-0074; and

WHEREAS, RCW 35.39.030(4) authorizes the City to invest its money in general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state, and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") further authorize the City Treasurer to invest in general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1.     Definitions. As used in this resolution the following words shall have the following meanings:

***Annual Debt Service*** for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

***Asset Management Fund*** means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond, shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond and all draws thereon shall be paid into a separate account within the Asset Management Fund and used to pay the costs of the Project.

***Bond*** means the City of Spokane “Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021” issued pursuant to this resolution in the aggregate principal amount of not to exceed \$2,500,000.

***Bond Owner or Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

***Bond Registrar*** means the Treasurer or any successor appointed by the Treasurer.

***Bond Year*** means the twelve (12) month period beginning on the date of issuance of the Bond.

***City*** means the City of Spokane, Spokane County, Washington, a first class city duly organized and existing under the laws of the State of Washington and its City Charter.

***City Council*** means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

***Draw or Draws*** means incremental draws on the Bond as requested by the City.

***Draw Period*** means the period during which the City may draw on the principal loan amount established hereunder, as provided in Section 4 of this resolution.

***Facility Improvement Fee*** means the fee implemented by the Parks and Recreation department in June 2018 to fund a portion of the costs of the Project.

***Loan Draw Record*** means the administrative record kept by the SIP to record the date and dollar amounts of the Draws on the Bond made by the City.

***Maturity Date*** means a date not to exceed five years from the date of issuance the Bond.

***Outstanding Principal Balance*** of the Bond means on any particular day the aggregate of all funds that the City has drawn from the SIP under the Bond to that day, less the aggregate of all principal payments on the Bond made by the City on or before that day.

***Permitted Investments*** means any investments of City funds permitted under the laws of the State of Washington as amended from time to time.

***Project*** mean the plan for certain capital improvements to the City's golf courses as previously adopted and approved pursuant to Resolution No. 2018-0074, adopted on August 27, 2018 and as referenced in Section 2 of this resolution.

***SIP*** means the Spokane Investment Pool.

***SIP Internal Lending Rate*** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

***Treasurer*** means the Treasurer of the City, or any successor to the functions of the Treasurer.

**Rules of Interpretation.** In this resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2.     Plan of Capital Improvements. Pursuant to Resolution No. 2018-0074, adopted on August 27, 2018, the City specified, adopted and approved a plan for capital improvements to the City’s golf courses, including but not limited to a new irrigation system at Downriver Golf Course (the “Downriver Phase”), all as defined in Resolution No. 2018-0074 as the “Project.”

The Project is being undertaken in up to four phases, with each phase being financed through separate five-year limited tax general obligation bonds of the City to be purchased by the SIP, in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

The Project is subject to such changes and additions as may be authorized by the Council during the annual budget process. Presently, the estimated total cost of the Project does not exceed \$7,500,000. The costs of the Downriver Phase of the Project are estimated at \$2,500,000, and the Esmerelda and Indian Canyon phases have been completed or are under construction.

Section 3.     Authorization and Description of Bond. To finance the costs of the Downriver Phase, the City shall issue a Limited Tax General Obligation (“LTGO”) bond of the City to the SIP in the aggregate principal amount of not to exceed \$2,500,000 (the “Bond”) to

establish an interfund loan facility with the SIP of not to exceed \$2,500,000; provided that the principal amount due and owing thereunder shall be measured by the total Drawings made for the Downriver Phase, as evidenced by the Loan Draw Record attached to the Bond. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed the amount of a Draw, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Principal and interest shall be amortized over a period fifteen years from the date of the initial Draw, and the payment schedule may include a balloon payment due on the Maturity Date.

Section 4.     Sale of Bond.

(a)     *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond and establish an interfund loan for the benefit of City's Parks and Recreation department for the Downriver Phase of the Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the Spokane Investment Pool.

(b)     *Draws on the Interfund Loan Facility.* During the Draw Period, requests for draws on the interfund loan facility established hereunder may be made in writing in a form provided by or acceptable to the Chief Finance Officer of the City and shall provide SIP with no less than thirty (30) days' notice of the intent to draw on the facility.

At no time shall the Outstanding Principal Balance exceed \$2,500,000 and only the Outstanding Principal Balance shall be used for purposes of determining compliance with the diversification requirements set forth in Section 5.11 of the City's Investment Policy.

(d) *Option to Terminate Draw Period.* At its sole discretion, the SIP may terminate the Draw Period on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2022, if it intends to terminate the Draw Period on the succeeding August 1 (the “Early Termination Date”). The Outstanding Principal Balance as of the Early Termination Date may be paid in full on the Early Termination Date or may be converted to a Term Loan in accordance with the provisions of this resolution, at the option of the City.

Section 5. Application of Bond Proceeds; Draws. The proceeds of draws on the Bond shall be expended solely to pay the costs of the portion of the Project allocable to the Downriver Phase and to pay the costs of issuing the Bond, as authorized herein. Following the execution and delivery of the Bond, the City shall notify the SIP in writing each time that a Draw is required to pay costs of the portion of the Project allocable to the Downriver Phase. The SIP will then notify the Treasurer of its intent to transfer a Draw (including the dollar amount of the Draw and the date on which the Draw amount will be transferred to the City). Draws can be made on the Bond for a period of five years after the effective date of this resolution.

There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the “Project Fund”). The proceeds of draws on the Bond shall be paid into the Project Fund to provide for the payment of costs of the portion of the Project allocable to the Downriver Phase and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of any Draw shall be



expended solely to pay the costs of the portion of the Project allocable to the Downriver Phase or pay costs of issuance of the Bond.

The Bond is not intended to be a revolving obligation; the aggregate principal amount outstanding under the Bond may never exceed \$2,500,000, and principal amounts repaid may not be reborrowed. The available principal of the Bond shall be disbursed as borrowings from time to time by the SIP upon request from the City (each such disbursement herein referred to as a “Draw”), as provided in this resolution. Draws shall be recorded on the Loan Draw Record attached to the Bond, or in such other form as the City and the SIP may agree.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit the proceeds of the Facility Improvement Fee and other available City funds into in the Asset Management Fund in amounts sufficient to pay the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8.     Prepayment. At the option of the City, the Outstanding Principal Balance may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal.

Section 9.     Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual signature of the City Clerk, and the seal of the City shall be impressed thereon. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 10 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 10.    Form of Bond. The Bond shall be in substantially the following form:

NO. R-\_\_ UNITED STATES OF AMERICA \$2,500,000  
(or as much thereof as is  
shown on the attached  
Loan Draw Record)

STATE OF WASHINGTON  
CITY OF SPOKANE  
DOWNRIVER GOLF COURSE IMPROVEMENTS  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021

INTEREST RATE: Variable, as described herein

MATURITY DATE: \_\_\_\_\_, 20\_\_

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE  
INVESTMENT POOL

TAX IDENTIFICATION #:

PRINCIPAL AMOUNT: TWO MILLION FIVE HUNDRED THOUSAND AND NO/100  
DOLLARS (or as much thereof as is shown on the attached Loan  
Draw Record)

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the  
State of Washington (the "City"), for value received hereby promises to pay to the Registered  
Owner identified above, the [principal amount of] this Bond, in an amount not to exceed the  
Principal Amount indicated above.

This Bond is issued under authority of Resolution No. \_\_\_\_\_, adopted by the City  
Council on \_\_\_\_\_, 2021 (the "Bond Resolution"), to pay the costs of certain capital  
improvements to the Downriver Golf Course, as more particularly described in the Bond  
Resolution. Capitalized terms not otherwise defined in this Bond shall have the meanings given  
such terms in the Bond Resolution.

Interest on a particular principal amount drawn on the interfund loan established  
hereunder shall be determined from the date the SIP honors the draw and shall be calculated on  
the basis of a year of 30/360 days and actual days elapsed.

The cumulative total of all draws on the interfund loan secured by the Bond may not  
exceed \$2,500,000.

Both principal of and interest on this Bond are payable in lawful money of the United  
States of America, shall mature on the Maturity Date and shall be amortized over a fifteen year  
period from the date of the initial Draw. Upon final payment of all installments of principal and  
interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar")

for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds in the City's Asset Management Fund in amounts sufficient to pay such principal and interest. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Spokane County, Washington, has caused this Bond to be signed by the manual or facsimile signature of the Mayor and attested by the manual signature City Clerk, and the corporate seal of the City to be reproduced hereon, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is the Downriver Golf Course Improvements Limited Tax General Obligation Bond, Series 2021 of the City dated \_\_\_\_\_, 2021 described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_

The Loan Draw Record shall be substantially in the following form:

CITY OF SPOKANE, WASHINGTON  
DOWNRIVER GOLF COURSE IMPROVEMENTS  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021

LOAN DRAW RECORD

	Draw Date	Draw Amount	Draw Total
Draw No. [ ]			

Section 11.    Ongoing Disclosure.    The Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 12.    Prior Acts.    All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 13.    Severability.    If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 14.    Effective Date.    This resolution shall become effective immediately upon its adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF SPOKANE  
Spokane County, Washington

---

Breean Beggs, Council President

ATTEST:

---

Terri L. Pfister, Clerk

---

Mayor

(SEAL)

APPROVED AS TO FORM:

---

[Assistant] City Attorney

---

Laura D. McAloon, Bond Counsel

# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	SBO for Ulupalakua Lease Extension for Spokane EnVision Site
<b>Date:</b>	April 19, 2021
<b>Contact (email &amp; phone):</b>	Dave Steele ( <a href="mailto:dsteeler@spokanecity.org">dsteeler@spokanecity.org</a> – ext. 6064)
<b>City Council Sponsor:</b>	CP Beggs and CM Wilkerson
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> SBO for Lease extension for the Spokane EnVision Demonstration Site at 130 S. Arthur.	
<u>Executive Summary:</u> The SBO will adjust some budget capacity in the short term, which will be reimbursed by EnVision Center.	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of the Asset Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	5900-30900 99999-36291	Asset Management Fund Other Rents/Charges	<u>\$ 97,920</u>
TO:	5900-30900 18200-54501	Asset Management Fund Operating Rentals/Leases	<u>\$ 97,920</u>
FROM:	5900-30900 99999-39710	Asset Management Fund From General Fund	<u>\$ 9,000</u>
TO:	5900-30900 18200-54701	Asset Management Fund Public Utility Service	<u>\$ 3,000</u>
TO:	5900-30900 18200-54702	Asset Management Fund Utility Light/Power Service	<u>\$ 3,000</u>
TO:	5900-30900 18200-54706	Asset Management Fund Utility Natural Gas	<u>\$ 3,000</u>

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

FROM:	0100-99999 99999	General Fund Unappropriated Reserves	<u>\$ 9,000</u>
TO:	0020-88100 97183-80101	General Fund Operating Transfer Out	<u>\$ 9,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the delinquent lease payments to the landlord and subsequent reimbursement by the Spokane Workforce Council, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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



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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Spokane EnVision Demonstration Site
<b>Date:</b>	April 19, 2021
<b>Contact (email &amp; phone):</b>	Dave Steele ( <a href="mailto:dsteale@spokanecity.org">dsteale@spokanecity.org</a> – ext. 6064)
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> Lease extension for the Spokane EnVision Demonstration Site at 130 S. Arthur.	
<u>Executive Summary:</u> The Spokane EnVision Center Demonstration Site is an integrated social services site. It provides many advantages for the EnVision initiative, including allowing close proximity to WorkSource whose partnership is one of the key reasons for receiving the designation.	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: This lease extension from Dec. 1, 2020 through May 31, 2021 will be funded from a “grant” from the SWDC. Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**City of Spokane**

**SECOND AMENDMENT TO  
LEASE AGREEMENT**

**Title: 130 SOUTH ARTHUR**

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

*WHEREAS, the parties entered into a Lease Agreement whereby Tenant leases commercial real estate located at 130 South Arthur; and*

*WHEREAS, the parties entered into an amendment to the Lease Agreement to extend the term of the lease through November 30, 2020; and*

*WHEREAS, the parties wish to extend the term of the lease again, thus the original Lease Agreement needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

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

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on December 1, 2020.

**3. AMENDMENT.**

The parties agree that the lease term in section 1 of the Lease Agreement entered into on September 20, 2018 and amended on November 24, 2020 shall be extended beyond its current expiration date of November 30, 2020 for an additional six months commencing on December 1, 2020 and expiring on May 31, 2021. The monthly lease amount shall be \$16,320 for a total of \$97,920. The parties reserve the right to enter into future extensions by mutual written agreement.

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

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

CITY OF SPOKANE

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

Attest:

Approved as to form:

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

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

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

ULUPALAKUA RANCH, INC.

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

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

STATE OF WASHINGTON                     )  
   ) ss.  
County of Spokane                     )

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

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

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

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

STATE OF WASHINGTON                     )  
   ) ss.  
County of Spokane                     )

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

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

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

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

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPOKANE AND THE SPOKANE WORKFORCE COUNCIL

This Memorandum of Understanding ("MOU") is made between the City of Spokane, a Washington State municipal corporation, located at W 808 Spokane Falls Blvd , Spokane, Washington 992031 ("City") and the Spokane Workforce Council, a non-profit corporation, located at 140 S Arthur St, Suite 300A, Spokane, Washington 99202 ("Council"), hereinafter collectively referred to as the "Parties".

WHEREAS, the City has a lease agreement as the tenant for the premises located at 130 S Arthur Street (the "premises") effective September 20, 2018, which has been extended through May 31, 2021; and

WHEREAS, the purpose of the lease agreement is for the City to provide space and facilities at the premises for several non-profit agencies serving the needs of the homeless and unemployed to find employment, housing and other social service needs; and

WHEREAS, the Parties wish to enter into a memorandum of understanding whereby the Council agrees to provide funding to the City equal to the cost of the lease for the six month period of December 1, 2020 through May 31, 2021.

NOW, THEREFORE, in consideration of mutual benefit and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **PURPOSE.** The purpose of this MOU is to set forth the agreement of the parties whereby the Council will provide funding to the City for payment of the lease cost for a six month period of December 1, 2020 through May 31, 2021.

2. **DESCRIPTION OF PREMISES.** The premises subject to this MOU is a portion of the property located at 130 S Arthur Street, Spokane, Washington currently being leased by the City and operated as the Envision Center.

3. **TERM.** This payment shall commence December 1, 2020, and end on May 31, 2021.

4. **PAYMENT.** The Council shall pay to the City \$16,320 per month for a total of \$97,920 for the six-month period. All payment in arrears will be made within 30 days of final signatures of this MOU. All subsequent payments shall be made by the first of the month. Payments shall be made out to the City of Spokane and submitted to:

Name  
Address

5. **SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this sub-lease because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Council agrees to comply with, and to require that all non-profit social services agencies occupying the Lease Premise to comply with federal, state and local discrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

6. **ANTI KICK-BACK.** No officer or employee of the City or the Council, having the power or duty to perform an official act or action related to this Lease shall have or acquire any interest in the sub-lease, 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 Lease.

Signed this \_\_\_\_ day of January 2021.

CITY OF SPOKANE

SPOKANE WORKFORCE COUNCIL

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

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

Approved as to form:

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

# Briefing Paper

## FINANCE & ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Interlocal Cooperation Agreement between the City of Newport and the City of Spokane for Hearing Examiner Services
<b>Date:</b>	April 7, 2021
<b>Contact (email &amp; phone):</b>	Brian McGinn bmcginn@spokanecity.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Conduct land use and other quasi-judicial hearings on an as-needed basis when Newport's Hearing Examiner has a conflict.
<u>Background/History:</u> This is a new Interlocal Agreement to provide Hearing Examiner Services to the City of Newport when their Hearing Examiner has a conflict. For this reason, this agreement is much more limited in scope than our other agreements with other jurisdictions. We currently have active agreements/contracts with: Airway Heights, Cheney, Chewelah, Liberty Lake, Medical Lake, Millwood, Sound Transit, Spokane County, and Spokane Valley.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>New contract</li> <li>Revenue generating</li> </ul>	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: None Known challenges/barriers: None	





**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF NEWPORT  
AND THE CITY OF SPOKANE  
FOR HEARING EXAMINER SERVICES**

This Agreement is between the CITY OF NEWPORT, a Washington State municipal corporation, as "Newport," and the CITY OF SPOKANE, a Washington State municipal corporation, as "City", jointly referred to hereinafter as the "Parties".

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

WHEREAS, Newport has a hearing examiner to conduct hearings on various administrative appeals or quasi-judicial hearings on land use matters involving Newport government, but on occasion its hearing examiner is absent, has a conflict of interest, or is unavailable for some other reason, necessitating the services of a hearing examiner pro tem; and

WHEREAS, the City has adopted an ordinance that authorizes its Hearing Examiner to act as a hearing examiner pro-tem for another government entity to perform the duties of the hearing examiner when such hearing examiner is absent, has a conflict of interest, or is unavailable for some other reason; and

WHEREAS, the Hearing Examiner is a City employee and serves the City of Spokane in that capacity; and is a duly admitted member of the Washington State Bar Association and is knowledgeable on land use and other local government matters; - - Now, Therefore,

The Parties agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the City's Hearing Examiner can act as the hearing examiner pro-tem to Newport to conduct administrative and quasi-judicial hearings. As authorized by Section 2.19.020 of the Newport Municipal Code, the Hearing Examiner will conduct public hearings and render decisions on the following land use matters: conditional use permits; preliminary binding site plan approval; preliminary plat approval (5 or more lots);

preliminary planned development approval; reasonable use exception; RV Parks; shoreline conditional use permit; shoreline substantial development permit; shoreline variance; variance applications; and appeals of Type 1 applications.

2. COMPENSATION. Newport agrees to pay the City for hearing examiner services at the rate of ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125.00) per hour, plus reimbursement for travel, in accordance with the City's current mileage rate. The Hearing Examiner shall keep a log of the number of hours worked and nature of work performed for each hearing item. The Parties understand and acknowledge that the Hearing Examiner shall not be considered an employee of Newport when performing services pursuant to this Agreement.
3. PAYMENT. Newport shall submit payment, within thirty (30) days of receipt of invoice for services rendered, payable to the City of Spokane, Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.
4. AUTHORIZATION FOR SERVICES. The Mayor of Newport shall be responsible for the administration of this Agreement and the requesting of services from the Hearing Examiner.
5. AGREEMENT NOT EXCLUSIVE. The City of Spokane's Hearing Examiner is hereby appointed as a hearing examiner pro-tem for Newport. This Agreement is not exclusive and Newport may designate other hearing examiners pro-tem to hear similar matters as authorized by local ordinance or resolution.
6. DURATION. This Agreement is effective upon signature by both parties and filing as required by law and shall run until terminated. Either party may terminate this Agreement upon sixty (60) days written notice to the other party. The Parties acknowledge that the availability of the Hearing Examiner is contingent upon the amount of work and the number of hearings that must be held by the Hearing Examiner. Newport understands and acknowledges that the City cannot guarantee that its Hearing Examiner will be available at all times that may be requested.
7. DECISIONS. The hearing examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of Newport. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the Hearing Examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by Newport.

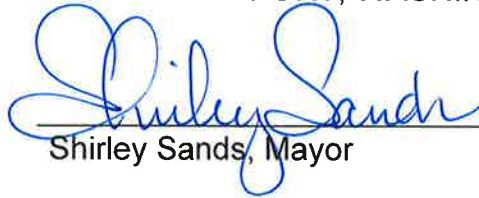
8. ADMINISTRATIVE SUPPORT. Newport shall supply all necessary administrative support services for the Hearing Examiner, such as hearing room, recording equipment, clerk, secretarial support, notifications and copies of applicable regulations, policies, and reports. The Hearing Examiner may use his own administrative assistant at the Hearing Examiner's discretion, for secretarial and administrative support. Administrative and secretarial support time will be billed to Newport at a rate of FORTY AND NO/100 DOLLARS (\$40.00) per hour.
9. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of pursuant to this Agreement.
10. LEGAL RELATIONS AND INDEMNIFICATION. Newport shall indemnify, defend and hold harmless the City, its officers, employees including the Hearing Examiner, and agents from any action, claim or proceedings instituted by any third party, arising out of the performance, purported performance or failure of performance of professional services rendered in good faith by the City's Hearing Examiner pursuant to this Agreement. Other than as provided above, the City shall indemnify, defend and hold harmless Newport, its officers, employees and agents from any action, claim or proceedings arising from the negligence of the City, its officers, employees including the Hearing Examiner, and agents, except to the extent of the concurrent negligence of Newport.
11. TERMINATION. If the Agreement is terminated, Newport shall reimburse the City for any services performed pursuant to this Agreement that have not at the time of termination been paid for and which the Parties have previously agreed is compensable work.
12. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
14. CHAPTER 39.34 RCW REQUIRED CLAUSES.
  - A. Purpose. See Section 1 above.

- B. Duration. See Section 6 above.
- C. Organization of Separate Entity and Its Powers. See Section 9 above.
- D. Responsibilities of the Parties. See provisions above.
- E. Agreement to be filed. This Agreement may be filed with the parties' respective City Clerks and published on the Parties' websites, as available.
- F. Financing. See Section 2 above.
- G. Termination. See Section 11 above.
- H. Property upon Termination. No property acquisitions expected, see Section 9 above.

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

Dated this 15<sup>th</sup> day of March, 2021.

CITY OF NEWPORT, WASHINGTON

  
Shirley Sands, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_

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

Approved as to form:

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

# Briefing Paper

## Finance and Administration Committee

<b>Division &amp; Department:</b>	Community and Economic Development, Parking Services
<b>Subject:</b>	Spokane Municipal Code ordinance for Parking (Title 8, 12, and 16A) and fee schedule.
<b>Date:</b>	April 19, 2021
<b>Author (email &amp; phone):</b>	Kris Becker, <a href="mailto:kbecker@spokanecity.org">kbecker@spokanecity.org</a> ; 509-625-6392
<b>City Council Sponsor:</b>	Karen Stratton and Lori Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Finance and Administration Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Resident Experience
<b>Deadline:</b>	Will file for Council consideration after committee meeting and fees are circulated for review and comment.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Spokane Municipal Code relating to Parking has been developed over many years by multiple departments and entities; but it has not been looked at holistically for some time. The code related to Parking was reviewed over a one-year period with a large stakeholder group. The Parking Advisory Committee then reviewed the code revisions in September and October of 2020. Outdated/ conflicting language has been revised, code language has been future proofed, and minor code clean-up has been accomplished. Industry best practices have been incorporated into the parking regulations to improve City operations and new language has been included to support the implementation of the Downtown Parking Study. Fines for parking violations will be adjusted and the code language has been clarified to eliminate enforcement gaps.	
<b>Executive Summary:</b> Updated parking regulations will: <ul style="list-style-type: none"> <li>Reflect industry best practices.</li> <li>Allow a performance-based management system.</li> <li>Amend fines to align with the Downtown Parking Study, and encourage compliance; and,</li> <li>Clean up outdated/conflicting code sections.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget?    Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure?    Yes <input checked="" type="checkbox"/> No If new, specify funding source: n/a Other budget impacts: Revenue increase expected if increased fines for violations are adopted.	
<b>Operations Impact:</b> Updated SMCs will improve operations for the City because the revisions make the code easier to enforce and adjudicate. Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: N/A;    Known challenges/barriers: N/A	

City of Spokane Parking Fee Schedule

FY 2021

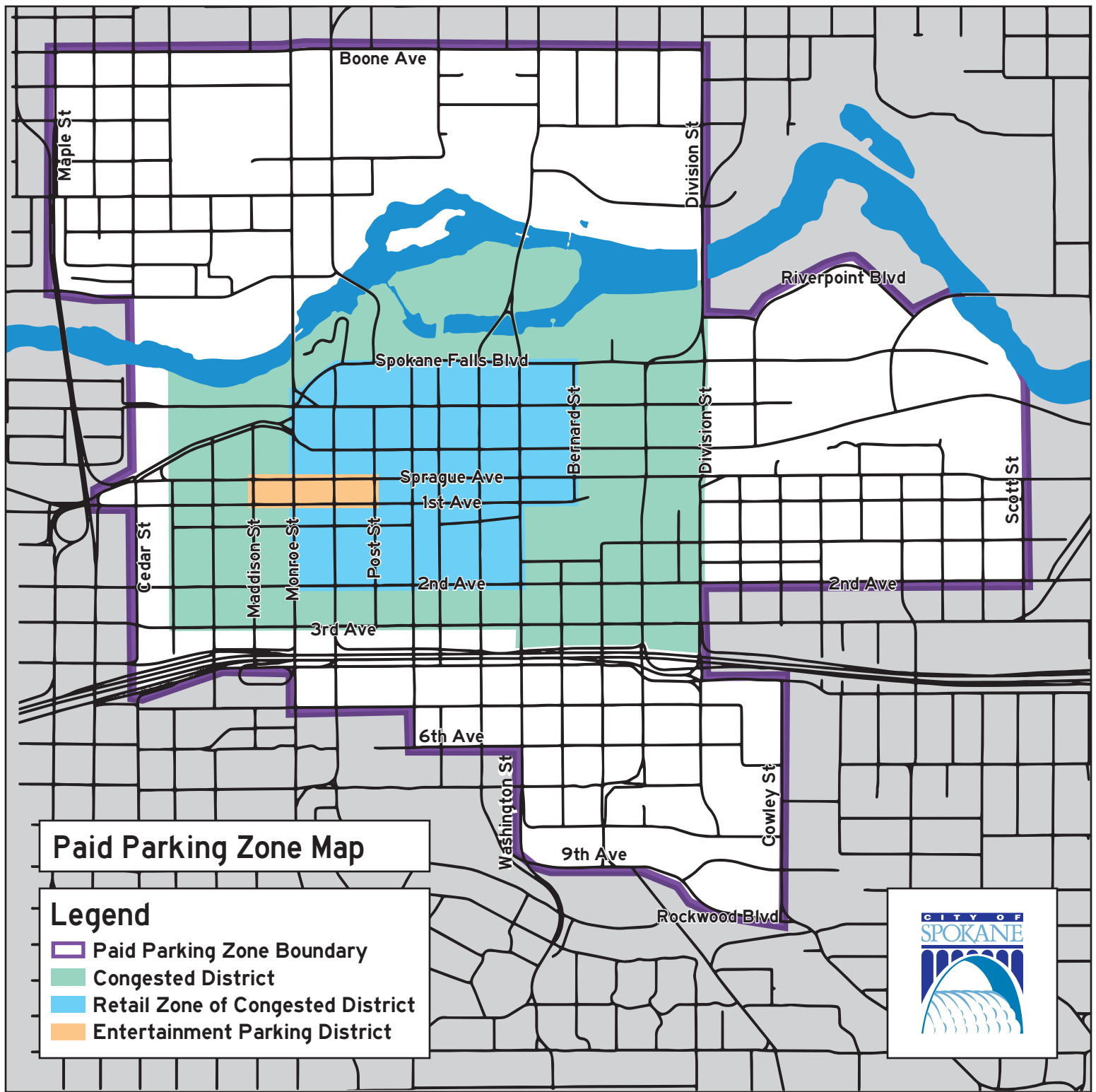
On-Street Paid Parking Zone Rates		
Minimum Hourly Rate	Maximum Hourly Rate	Current rates by zone can be found at <a href="https://my.spokanecity.org/parking/">https://my.spokanecity.org/parking/</a>
\$0.50	\$3.00	
Removal of Parking Payment Device(s)		
Fee charged a contractor for removal and reinstallation of a parking payment device to accommodate construction work		\$60.00 per single space meter \$120.00 per dual space meter \$500.00 per pay station
Delinquent Violations		
The additional penalty for failure to respond to a notice of traffic violation or parking infraction is \$25.00.		
Towing and Impound		
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.		
Junk Vehicle Affidavit		
Junk vehicle affidavit (AKA hulk slip)		\$0.00
Administrative Fees		
Fee per vehicle added to the Scofflaw List		\$25.00
Immobilization		\$50.00
Permits		
Commercial Loading Zone Permit – Annual		\$100.00
Commercial Loading Zone Permit – Single Day		\$15.00
Service Permit		Month - \$50.00 Quarter - \$150.00 Annual - \$600.00
Entertainment Event Exemption Permit		\$15.00 + Paid Parking Zone rate per hour, per space for each event
Temporary No Parking Zone		\$15.00 per day + cost of lost paid parking revenue per space per day
Temporary No Parking Zone Permit		\$8.00 per vehicle per day
Downtown Residential Parking District Permit		\$25.00 per month
Special Loading Zone – Commercial		Day - \$15.00 Month - \$125.00 Quarter - \$350.00
Special Loading Zone – News Media		Annual - \$1,000.00 for 1 <sup>st</sup> permit; \$500.00 for each additional permit
Special Loading Zone – Charitable Nonprofit		Month - \$60.00, maximum 2 permits
Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Advertising or For Sale	16A.05.010	\$45.00
Alley – Loading – Active Loading / 30 Min Max	16A.05.020(A)	\$45.00
Alley – Loading – Restricting Free Passage	16A.05.020(B)	\$65.00
Angle Parking / Backed to Curb	16A.05.030	\$45.00
Bicycle Lane – No Stopping/Standing/Parking	16A.05.040	\$65.00
Bus Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.050	\$45.00

Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Commercial Loading Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.060(A)	\$45.00
Commercial Loading Zone – No Stopping/Standing/Parking Active Loading 30 Min Max	16A.05.060(B)	\$45.00
Crosswalk – Approach - No Standing/Parking Within 20'	16A.05.070	\$45.00
Crosswalk – On - No Stopping/Standing/Parking	16A.05.080	\$65.00
Disabled Parking – Over 4Hr Time Limit At Expired Meter	16A.05.090(A)(2)	\$30.00
Disabled Parking – Unauthorized Use Placard/Plate	16A.05.110(A)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Park In/Block/Make Inaccessible Access Aisle or Space	16A.05.110(B)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – No Placard/Plate	16A.05.110(C)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Fail to Fully Display Placard/Plate	16A.05.110(D)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Divided Highway - No Stopping/Standing/Parking Between Roadways	16A.05.130	\$45.00
Double Parking - No Stopping/Standing/Parking	16A.05.140	\$65.00
Driveway or Alley Entrance - No Standing/Parking Within 5'	16A.05.150	\$45.00
Excavation or Obstruction - No Stopping/Standing/Parking	16A.05.160	\$45.00
Fire Hydrant - No Standing/Parking Within 15'	16A.05.170	\$65.00
Fire Lane - No Stopping/Standing/Parking	16A.05.180	\$65.00
Fire Station - No Standing/Parking Within 20' of Entrance/Opposite Side of Street Within 75' of Entrance	16A.05.190	\$45.00
Flashing Signal – Approach - No Standing/Parking Within 30'	16A.05.200	\$45.00
Intersection - No Stopping/Standing/Parking	16A.05.210	\$65.00
Junk Vehicle - No Parking	16A.05.220	\$45.00
Motorcycle or Scooter - No Stopping/Standing/Parking Except Motorcycle or Scooter	16A.05.230(A)	\$45.00
Motorcycle or Scooter – Must Park Within Stalls and Be Secured from Tipping	16A.05.230(B)	\$45.00
Obstructing Traffic - No Stopping/Standing/Parking	16A.05.240	\$65.00
Paid Parking Zone – Illegal Use of Parking Payment Device	16A.05.250	\$30.00
Paid Parking Zone – Obstruction of Paid Parking Device	16A.05.260	\$30.00
Paid Parking Zone – Parking Payment Device Indicates No Stopping/Standing/Parking	16A.05.270	\$30.00
Paid Parking Zone – Valid Payment Required	16A.05.280(A)(1)	\$30.00
Paid Parking Zone – Required Information Incorrect	16A.05.280(A)(2)	\$30.00
Paid Parking Zone – Payment Not Made Immediately	16A.05.280(A)(3)	\$30.00
Parallel Parking – Wheels Parallel and Within 12" of the Curb	16A.05.290(A)	\$45.00



<b>Motor Vehicle Violations</b>		
<b>Violation</b>	<b>Spokane Municipal Code Reference</b>	<b>Initial Fine</b>
Parallel Parking – No stopping/Standing/Parking Against Authorized Traffic Movement	16A.05.290(B)	\$45.00
Parking Stalls - No Stopping/Standing/Parking – Across Lines/Markings	16A.05.300	\$45.00
Parking Time Limited – Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 72 Hrs	16A.05.310(A)	\$45.00
Parking Time Limited – Non-Passenger Vehicle Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs Loading	16A.05.310(B)	\$45.00
Parking Time Limited – Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs	16A.05.310(C)	\$45.00
Parking Time Limited – Posted Sign/Payment Device	16A.05.310(D)	\$45.00
Parking Time Limited – No Re-Parking on Same Block Face Where Time Limit is Greater Than 30 Minutes	16A.05.310(D)(1)	\$45.00
Pedestrian Buffer Strip - No Stopping/Standing/Parking	16A.05.320	\$45.00
Permit Zones - No Stopping/Standing/Parking – No Permit	16A.05.330(A)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Permit Does Not Match Vehicle	16A.05.330(B)(1)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Outside Zone	16A.05.330(B)(2)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Beyond Time Limit	16A.05.330(B)(3)	\$45.00
Police Vehicles Only – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.340	\$65.00
Posted Signs - No Stopping/Standing/Parking – Signs Prohibit	16A.05.350(A)	\$45.00
Posted Signs - No Standing/Parking – Signs Prohibit	16A.05.350(B)	\$45.00
Posted Signs - No Parking – Signs Prohibit	16A.05.350(C)	\$45.00
Public Safety Hazard – No Stopping/Standing/Parking	16A.05.370	\$65.00
Railroad Tracks - On - No Stopping/Standing/Parking	16A.05.380	\$65.00
Railroad Tracks – Loading - No Parking Within 50’	16A.05.390	\$45.00
Reserve a Portion of the Highway – Unlawful	16A.05.400	\$45.00
Safety Zone - No Stopping/Standing/Parking	16A.05.410	\$65.00
Sidewalk – On or Over - No Stopping/Standing/Parking	16A.05.420	\$65.00
Spokane International Airport – No Standing/Parking	16A.05.430	\$45.00
Stop Sign – Approach - No Standing/Parking Within 30’	16A.05.440	\$45.00
Taxicab Zones – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.450	\$45.00
Temporary No Parking Zone - No Stopping/Standing/Parking	16A.05.460(A)	\$100.00
Traffic Control Signal – Approach - No Standing/Parking Within 30’	16A.05.470	\$45.00
Vehicle Repairs - No Standing/Parking	16A.05.480	\$45.00
Yield Sign – Approach - No Standing/Parking Within 30’	16A.05.490	\$45.00
Snow Removal – No Stopping/Standing/Parking After Notice	16A.61.564(A)	\$45.00
Street Needs – No Stopping/Standing/Parking After Notice	16A.61.564(B)	\$45.00
Moving Vehicle of Another – Unlawful	16A.61.570	\$45.00

<b>Motor Vehicle Violations</b>		
<b>Violation</b>	<b>Spokane Municipal Code Reference</b>	<b>Initial Fine</b>
Special Loading Zone – Exceeding Time Limit	16A.61.5703(B)	\$45.00
Special Loading Zone – EPD Exceeding Time Limit	16A.61.5703(C)	\$45.00
Special Loading Zone – Unauthorized Vehicle Parked in SLZ	16A.61.5703(E)	\$45.00
Ski Jogging – Unlawful	16A.61.663	\$45.00
Sidewalk Riding and Parking Regulated – Unauthorized Bicycle or Non-Motorized Vehicle Upon Sidewalk	16A.61.787(A)	\$45.00
Sidewalk Riding and Parking Regulated – Failure to Yield to Pedestrians	16A.61.787(B)	\$45.00
Sidewalk Riding and Parking Regulated – Speeding	16A.61.787(C)	\$45.00
Sidewalk Riding and Parking Regulated – Obstruction	16A.61.787(D)	\$45.00



## ORDINANCE NO.

AN ORDINANCE relating to parking municipal codes amending SMC sections 08.02.065, 08.02.083, 12.06A.040, 16A.61.550, 16A.61.564, 16A.61.567, 16A.61.570, 16A.61.5703, 16A.61.787; adopting new chapters SMC 16A.05, 16A.06, 16A.07 and a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code; and repealing SMC 16A.04.010, 16A.04.020, 16A.04.030, 16A.04.040, 16A.04.050, 16A.04.055, 16A.04.060, 16A.04.070, 16A.04.080, 16A.61.381, 16A.61.560, 16A.61.561, 16A.61.562, 16A.61.563, 16A.61.565M 16A.61.566, 16A.61.5701, 16A.61.5702, 16A.61.5704, 16A.61.5705, 16A.61.5706, 16A.61.5707, 16A.61.5708, 16A.61.575, 16A.61.577, 16A.61.581, 16A.61.582, 16A.61.583, 16A.61.589, 16A.61.590, 16A.61.5902, 16A.61.5903, 16A.61.5904, 16A.61.5906, 16A.61.5908, 16A.61.5910, 16A.61.5914, 16A.61.5916, 16A.61.5918, 16A.61.5921, 16A.61.5922, 16A.61.5924, 16A.61.790 and setting an effective date.

WHEREAS, City Council adopted the 2019 Downtown Parking Study by resolution (RES 2019-0088) on October 14, 2019; the study included recommendations to update the Spokane Municipal Code related to Parking, and those recommended strategies included establishing goals and objectives to guide our efforts; maximizing the use of our current parking supply; updating our permit programs and event policies; investing in our parking system to modernize it; make parking simple to find and payment easy; updating City policy and zoning code to support long term growth and multimodal travel downtown; and reduce parking demand over time, and;

WHEREAS, the City wants code that combines industry best practices and relies on established Washington State codes (RCWs) to be consistent, and;

WHEREAS, the City desires code to allow for a performance-based management system; setting specific occupancy targets for on-street parking, setting minimum and maximum hourly parking rates for on-street parking, and setting thresholds for action as well as the amount that rates can be lowered or raised per rate adjustment, and;

WHEREAS, the Parking Advisory Committee reviewed and considered the proposed code changes in 2020, and; --- Now, Therefore,

The City of Spokane does ordain:

**Section 1.** That SMC section 08.02.065 is amended to read as follows:

### **08.02.065 Streets and Airspace**

A. The fees in connection with skywalks are:

1. Seven thousand one hundred sixty dollars for the application to the hearing examiner.
2. Three hundred thirty-five dollars for annual inspection; and
3. Two thousand two hundred ninety dollars for renewal if the renewal is sought within twenty years from date of issuance of the permit.

For the use of public airspace other than pedestrian skywalk, the fee will be as provided in the agreement.

B. [Deleted]

C. The fee for a street address assignment as provided in [SMC 17D.050A.100](#) is ten dollars. The fee for a street address change is twenty-five dollars.

D. The street obstruction permit fees are as follows. All fees are minimum charges for time periods stated or portions of said time periods:

1. when the public way is obstructed by a dumpster or a temporary storage unit the fee is one hundred dollars per fifteen-day period.
2. for long-term obstruction (longer than twenty-one days) in the central business district or other congested area the fee is twenty cents per square foot of public right-of-way obstructed for each month period. The director of engineering services may adjust these boundaries in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.
3. for an obstruction not provided for in subsections (1) or (2) of this section, the fees are stated below:
  - a. When the public way is excavated for:
    - i. the first three working days: One hundred dollars;
    - ii. each additional three-working-day period: Forty dollars.
  - b. When no excavation for:
    - i. the first three days: Twenty-five dollars per day;
    - ii. each additional three-day period: Forty dollars.
  - c. Master annual permit fee set by the Development Services Center manager based on a reasonable estimate of the expense to the City of providing

permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;

4. a ~~((parking meter))~~ revenue loss ~~((fee of thirteen dollars per meter per day within the City central business district and six dollars fifty cents per meter per day for all other meters shall be paid for each meter))~~ affected by an obstruction of the public right-of-way shall be equivalent to the maximum daily rate for each space obstructed in the Paid Parking Zone (defined in [SMC 16A.04.100\(K\)](#)). Current Paid Parking Zone rates can be found on the City's website ([SMC 08.02.084\(B\)\(8\)](#));
  5. a charge of five hundred dollars is levied whenever a person:
    - a. does work without a required permit; or
    - b. exempt from the requirement for a permit fails to give notice as required by [SMC 12.02.0740\(B\)](#);
  6. a charge of two hundred fifty dollars is levied whenever a permittee does work beyond the scope of the permit;
  7. no fee is charged for street obstruction permits for activities done by or under contract for the City.
- E. The review fee for a traffic control plan is fifty dollars.
- F. The fee for a building moving permit is one hundred dollars, which shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.
- G. The annual permit fee for applicators of road oil or other dust palliatives to public ways and places of public travel or resort is one hundred dollars. A contractor must notify the department of engineering services in accordance with [SMC 12.02.0740\(B\)](#).
- H. Street vacation application fee is four hundred dollars.
- I. The fees for approach permits are:
1. For a commercial driveway: Thirty dollars; and
  2. For a residential driveway: Twenty dollars.

**Section 2.** That SMC section 08.02.083 is amended to read as follows:

**08.02.083                      Fees & Charges**

A. ~~((Commercial Loading Zones~~

~~The fee for a permit and identifying decal authorizing a commercial vehicle to occupy a loading zone is:))~~ Fees for services related to parking provided through the City of Spokane's Development Services Center, Code Enforcement and Parking Services Department, and penalties for traffic infractions provided by schedules adopted by court rule, or as specifically provided in [Title 16A SMC](#) or state statute shall be posted under the City of Spokane Parking Fee Schedule as established by City Council resolution. The City of Spokane Parking Fee Schedule shall be posted on the City's website.

~~((1. ——— one hundred dollars per year,~~

~~2. fifty dollars for the rest of the year when issued after June 30th,~~

~~3. fifteen dollars for a single occasion permit,~~

~~4. fifteen dollars for a transfer.))~~

B. ~~((Special Loading Zones.~~

~~A special loading zone is a temporary loading zone created by placement of an authorized parking meter bag. Special loading zones are reserved only for vehicles being used for the purpose for which the parking meter bag has been issued. The rates for parking meter bags, in addition to a twenty-five dollar returnable bag deposit, are:))~~ The Parking Manager shall review and update the City of Spokane Parking Fee Schedule and bring it to City Council for approval on an annual basis.

~~((1. Commercial.))~~

~~((a. ——— Quarterly: Three hundred fifty dollars per bag.~~

~~b. Monthly: One hundred twenty-five dollars per bag.~~

~~c. Daily: Fifteen dollars per bag.))~~

~~((2. News Media — Annually.~~

~~One thousand dollars for the first bag and five hundred dollars for each additional bag.))~~

~~((3. Charitable Nonprofit — Annually.~~

~~Sixty dollars per month per bag, with a maximum of two bags.))~~

C. ~~((Removal of Parking Meters.~~

~~The fee charged a contractor for removal and reinstallation of a parking meter to accommodate construction work is sixty dollars.))~~ Paid Parking Zone Rates.

1. It is the intent of the City Council to establish a target occupancy rate of eighty-five percent for all Paid Parking Zone spaces within the City of Spokane. Occupancy rate refers to the percentage of Paid Parking Zone spaces that are occupied by vehicles. The establishment of the target occupancy rate of eighty-five percent is based on well-accepted planning studies as well as the example of other municipalities. The City Council finds that the establishment of the target occupancy rate of eighty-five percent is an effective strategy for managing on-street parking and congestion.
2. The City Council establishes a range of time limits from fifteen minutes to eleven hours. The parking manger shall set the time limit of each parking zone, consistent with achieving the eighty-five percent target utilization rate, based upon parking occupancy data and community input.
3. Parking rates to be charged at parking payment devices, for parking in city rights-of-way and other city-controlled parking areas under the jurisdiction of the City of Spokane shall be within rate limits established by this section. Rates may vary according to location, time of day, length of stay, maximum parking time allowed, the capabilities of available parking payment devices, and any other factors the Parking Manager determines are pertinent.
4. The Parking Manager is authorized to set parking rates up to the "Maximum Hourly Rate" per hour as set forth on the City of Spokane Parking Fee Schedule. When parking rates are in effect, parking rates shall be set no lower than the "Minimum Hourly Rate" per hour as set forth on the City of Spokane Parking Fee Schedule.
5. The Parking Manager shall establish on-street parking rates and shall adjust parking rates higher (up to the maximum hourly rate) or lower (as low as the minimum hourly rate) in established paid parking zones based on the established target occupancy rate of eighty-five percent.
6. The Parking Manager may adjust the parking fee by increments no larger than fifty cents per hour.
7. Parking rates may be adjusted no more frequently than twice per fiscal year.
8. Current parking rates shall be posted to the City's website.

((D.—Parking Meters

1. ~~The fee for parking in a metered space depends upon the time limit and location. The fees are indicated on the meters. The fees for parking in a metered space are:~~
  - a. ~~Thirty minute space: Sixty cents per thirty minutes.~~



- ~~b. Two-hour space: One dollar twenty cents per hour.~~
  - ~~c. Four-hour space: Eighty cents per hour.~~
  - ~~d. All day space: Forty cents per hour.~~
- ~~2. The coin or combinations of coins accepted by the meter will be indicated by a sign or legend for each space. Coins of denominations greater than the fee for the space may be accepted for the convenience of the motorist.~~

~~E. Motor Vehicle Violations.~~

- ~~1. The penalties for traffic infractions are provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute.~~
- ~~2. Unless otherwise provided, the basic penalties for parking infractions are:~~
  - ~~a. two hundred fifty dollars for disabled parking violations (SMC 16A.61.381);~~
  - ~~b. ten dollars for parking at a meter beyond the maximum time provided for that metered space (feeding meter) (SMC 16A.61.5914);~~
  - ~~c. fifteen dollars for expired meter parking (SMC 16A.61.5910);~~
  - ~~d. one hundred dollars for parking at a space reserved with a parking meter bag within the entertainment parking district Cross reference: SMC 16A.61.5903;~~
  - ~~e. two hundred fifty dollars for parking in a taxicab stand as described in SMC 16A.61.5705;~~
  - ~~f. Violation of bag use: Meter bag applicants and users must limit the use of bags to the purpose for which the bag is issued. Violation of proper parking meter bag use shall result in the bag being removed from the meter, cancellation of the permit, and forfeiture of the bag deposit as provided in SMC 16A.61.5703(H). No meter bags may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of conditions of bag use. Additional penalties will be assessed on repeat offenders within the same calendar year as follows:~~
    - ~~i. Second violation: Fifty dollars.~~
    - ~~ii. Third violation: One hundred dollars.~~
    - ~~iii. Fourth and additional violations: Two hundred dollars per violation.~~

~~g. thirty dollars for all others.~~

~~3. The additional penalty for failure to respond to a notice of traffic violation or parking infraction is twenty-five dollars.~~

~~4. There are, in addition, penalty assessments provided by state law.~~

~~F. Towing and Impound.~~

~~Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.~~

~~G. Criminal Violations.~~

~~The penalties for criminal traffic violations are as provided in the state traffic code.~~

~~H. Accident Reports.~~

~~The fee for furnishing copies of accident reports required by chapter 46.52 RCW is as fixed from time to time by the mayor as provided in SMC 8.02.011.~~

~~I. Junk Vehicle Affidavit.~~

~~The fee for furnishing a junk vehicle affidavit (hulk slip) is ten dollars.~~

~~J. Motorist Information Signs.~~

~~The fees for follow through signs from the freeway to the motorist service business are:~~

~~1. Fifty dollars as the application processing fee.~~

~~2. One hundred dollars as the installation fee for each sign installed.~~

~~3. Actual cost for purchasing the signs from the Washington department of transportation.~~

~~4. Actual cost for maintenance, repairs, and replacement; and~~

~~5. Fifteen dollars as an assignment fee to transfer the permit to a new owner or operator.~~

~~K. Golf Cart Registration Decal.~~

~~The fee for an annual golf cart registration decal is fifty dollars.~~

~~L. Scofflaw List Administrative Fee.~~

~~The fee for vehicles added to the scofflaw list is twenty-five dollars~~

~~M. Immobilization Administrative Fee.~~

~~The fee for immobilizing a vehicle is fifty dollars~~

~~N. Residential Parking Passes.~~

~~The fee for a residential parking permit is twenty five dollars per month.))~~

**Section 3.** That SMC section 12.06A.040 is amended to read as follows:

**12.06A.040 Rules and Regulations**

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

**A. Park Grounds and Maintenance**

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

**B. Vehicles and Watercraft**

1. No person may ride or drive any motor vehicle in Riverfront Park without express permission from the director of the parks department or his or her designee. Nothing in this section shall be construed as prohibiting the use of electric scooters, electric bicycles or other personal electric mobility devices in Riverfront Park.
2. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
3. No person may park outside designated parking areas. Cars parked in turf areas, parked overnight or left for multiple days in parking lots may be deemed unauthorized pursuant to ((SMC 16A.61.577)) **SMC 16A.07.060** and impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction.
4. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
5. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street Bridge and the west line of the Monroe Street Bridge.

**C. Speed**

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

#### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof except within a designated off-leash area. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

#### F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.
3. For the safety and protection of all park users, the use and distribution of drug paraphernalia is prohibited in city parks. In addition to penalties provided in state or local law, violators shall be subject to exclusion from one or more city parks for one year.

#### G. Weapons and Projectiles

1. Any person who possesses a dangerous weapon as defined in RCW 9A.01.020 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Food

1. Except as provided in [SMC 10.51.040\(A\)](#), no person may sell food inside or adjacent to a park without first obtaining the following:
  - a. Written authorization from the director of the parks department, or his or her designee, to vend at a particular location or locations, as required by [SMC 10.51.070](#) and [SMC 17C.390.030](#); and
  - b. A valid a mobile food vendor's permit as required by [SMC 10.51.010](#).

#### I. Events

1. Special events held in a city park require a park reservation and must also be authorized by a special event permit issued by the director of the parks department under the procedures and requirements for special events as provided in [Chapter 10.39 SMC](#).
2. Regardless of whether an event requires a special event permit, park reservations are required to reserve park space and to serve or distribute food for groups of over fifteen people. There is no cost to submit reservation application for events

that do not include the use of a shelter, but the application requires the submission of a clean-up plan and may be subject to cost recovery for the actual costs of clean-up by park employees.

**J. Other Uses of Park Property and Facilities**

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
  2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
  3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
  4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
  5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- K.** No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

**Section 4.** That SMC section 16A.61.550 is amended to read as follows:

**16A.61.550                      Violations as Traffic Infractions**

Failure to perform any act required or the performance of any act prohibited by this Chapter relating to traffic including but not limited to ~~((parking, standing, stopping and))~~ bicycle and pedestrian offenses is designated as a traffic infraction and may not be charged as a criminal offense.

**Section 5.** That SMC section 16A.61.564 is amended to read as follows:

**16A.61.564                      ~~((Parking Restricted for))~~ Snow Removal or Other Street Needs**

- A. ~~((It is unlawful for any person to))~~ No person shall park<sub>1</sub> or leave parked<sub>1</sub> a vehicle upon any street or highway within the City of Spokane after public notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood, that the City intends to remove snow there from.
- B. ~~((It is unlawful for any person to))~~ No person shall park<sub>1</sub> or leave parked<sub>1</sub> a vehicle upon any street or highway within the City of Spokane after public notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood, that street construction, sweeping, maintenance or repair, building relocations/moves or special permitted events that will take place in the street.
- ~~((C. — A vehicle parked in violation of this section may be impounded and towed away by the City or the City's contractor.))~~

**Section 6.** That SMC section 16A.61.567 is amended to read as follows:

**16A.61.567 Prohibited Parking Practices**

- ~~((A. — No person shall stand or park a vehicle upon any roadway for the purpose of displaying it for sale or for advertising purposes, or for lubricating or repairing the vehicle, except repairs necessitated by emergency.~~
- ~~B. No person may park a vehicle displaying vehicle registration tabs which have been expired for more than forty five days upon any public street. Violation may result in immediate impound pursuant to RCW 46.55.240.))~~
- ~~((C.))~~ No person may park a vehicle with registration tabs improperly displayed upon any public street. Proper display of tabs is pursuant to WAC 308-96A-295, where tabs depicting the current registration expiration month and year must be displayed on the rear vehicle license plate in the area designated on the license plate.

**Section 7.** That SMC section 16A.61.570 is amended to read as follows:

**16A.61.570 Stopping, Standing, or Parking Prohibited in Specified Places – Reserving Portion of Highway Prohibited**

- ~~((A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:~~
- ~~1. stop, stand, or park a vehicle partly or completely:~~
    - ~~a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street;~~

- ~~b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;~~
  - ~~c. within an intersection;~~
  - ~~d. on a crosswalk;~~
  - ~~e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;~~
  - ~~f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;~~
  - ~~g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;~~
  - ~~h. on any railroad tracks;~~
  - ~~i. in the area between roadways of a divided highway including crossovers; or~~
  - ~~j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.~~
  - ~~k. in a bicycle lane that has been indicated by signage or striping.~~
- ~~2. stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:~~
- ~~a. in front of a public or private driveway, public alley, or within five (5) feet of the end of the curb radius leading thereto;~~
  - ~~b. within fifteen (15) feet of a fire hydrant;~~
  - ~~c. within twenty (20) feet of a marked crosswalk;~~
  - ~~d. within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;~~
  - ~~e. within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of the entrance when properly signposted;~~



- ~~f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or~~
- ~~g. in a no parking area at Spokane International Airport as designated by the airport board.~~
- ~~3. park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:~~
  - ~~a. within fifty (50) feet of the nearest rail of a railroad crossing, or~~
  - ~~b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.~~
- ~~B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.))~~
- ~~((G.)) No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.(RCW 46.61.570(3)).~~
- ~~((D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.~~
- ~~E. Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.~~
- ~~F. Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.~~
- ~~G. Violation of RCW 46.16A.030 (Registration and display of plates required— Penalties— Expired registration, impoundment) may result in immediate impound.))~~

**Section 8.** That SMC section 16A.61.5703 is amended to read as follows:

**16A.61.5703 ((Commercial)) Special Loading Zones**

~~((A. Occupying Commercial Loading Zone—When Prohibited.~~

~~It is unlawful for any vehicle, other than an authorized and identified vehicle that is then and there being used in commerce or trade, to occupy any commercial loading zone within the City during the hours indicated on the signs marking the zones.~~

~~Violation may result in immediate impound if the vehicle impedes the authorized use of the zone and tow away signage is posted.~~

~~B. Permit for Authorized Vehicles — Conditions for Issuance.~~

~~Permits for authorized vehicles shall be issued by the City upon application therefore and the paying of the fee as established in SMC 8.02.083. The application for the permit shall identify the vehicle and owner thereof as is set out in the Washington State vehicle registration certificate for the vehicle; the license plate number thereof; the name and nature of the business performed in commerce or trade to which use the vehicle has been assigned; a statement by the owner, or authorized agent thereof, that the vehicle is a commercial vehicle and is used exclusively for commercial purposes during business hours of eight a.m. to six p.m.~~

~~C. Permit.~~

~~The permit shall have an exclusive file number; contain the name and address of the owner and the identification of the vehicle as is set out in the Washington State vehicle registration certificate for the vehicle; the license plate number thereof; the name and nature of the business performed in commerce or trade to which use the vehicle has been assigned; and shall be present within or upon the vehicle at all times when occupying a commercial loading zone, and shall be displayed to any officer or person authorized to enforce the parking laws of the City upon request therefore.~~

~~D. Identifying Sign.~~

~~The City shall issue to the applicant, with the permit, an identifying decal which shall be prominently displayed on the vehicle for which it was issued, in the vehicle's front windshield at the lower left hand corner. The identifying decal shall be in the form prescribed by regulation by the street director.~~

~~E. Out-of-state Vehicles — Permits.~~

~~Any vehicle licensed and registered in a state other than the State of Washington will qualify for a permit by providing in the application therefore the identifying information that would be required and provided in a Washington State vehicle registration certificate.~~

~~F. Permit — Annual — Special Permits.~~

~~Each permit issued shall be valid until December 31st of the year in which it was issued except that the street director, in limited and exceptional circumstances involving a vehicle performing a commercial service that is isolated and limited to a single occasion, may issue a special permit for a period not to exceed twenty four hours.~~

~~G. Use of Loading Zones—Time Limitations.~~

- ~~1. Commercial loading zones shall be for exclusive use by commercial vehicles in loading and unloading commodities in trade or commerce during the hours indicated on the signs marking the zones. During these hours the zones are designated as commercial loading zones. At all other hours and times loading zones shall be for general use under the parking regulations applicable to the district in which they are located.~~
- ~~2. No vehicle shall occupy a commercial loading zone other than for expeditious loading and unloading of commodities. No vehicle shall occupy a commercial loading zone for more than thirty consecutive minutes; provided the street director may grant special permission in exceptional cases requiring additional time for loading and unloading.))~~

~~((3.))~~ A. Permits for creating special loading zones for use by commercial vehicles and vehicles while engaged in services in conjunction with public utilities, construction and maintenance, and special parking zones for use by official clearly identifiable news media vehicles and clearly identified vehicles of charitable nonprofit service organizations and vehicles qualifying for an Entertainment Parking District (EPD) privilege as provided in ~~((16A.61.5903))~~ **SMC 16A.04.100(G)** may be issued by the ~~((street director))~~ Parking Manager, in accordance with rules and regulations established by the ~~((director))~~ Parking Manager.

~~((4.))~~ B. ~~((Parking meter bags provided by the street director))~~ An approved special loading zone shall be established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager ((shall be)) and used by the permittees to create, in the case of commercial vehicles, a special loading zone in a regular parking space for a time period normally not exceeding thirty minutes for the purpose of expeditiously loading and unloading commodities, and in the case of news media vehicles a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of news reporting activities, and in the case of charitable nonprofit service organizations a special parking zone in a regular parking space for a period normally not exceeding one hour for the purpose of performing charitable services for the benefit of the inhabitants of the City. ((Use of EPD bags by qualifying vehicles shall not exceed the time necessary to support the operational and parking needs to support an entertainment venue. The parking meter bags in this subsection shall not be placed on meters in loading or restricted zones or on meters of less than a one-hour time limit and shall contain thereon a card which identifies the permittee and the date and time of placement of the bag. Parking meter bags shall be locked in place by the permittee.))

C. Use of EPD special loading zones by qualifying vehicles shall not exceed the time necessary to support the operational and parking needs to support an entertainment venue.

D. Special loading zones shall not be established in loading or restricted zones or in paid parking zone spaces of less than a one-hour time limit and shall contain thereon a card which identifies the permittee and the date and time of the special loading zone.

~~((5.))~~ E. Vehicles lawfully parked at ~~((metered spot))~~ a paid parking space in a special loading zone at the time a ~~((meter bag is placed))~~ special loading zone is established are not in violation of this section until the applicable parking time for the vehicle has expired.

F. EPD special loading zones are only valid within the EPD. Permittees of EPD special loading zones are responsible to designate unauthorized vehicles to an authorized law enforcement officer and must agree to indemnify and hold harmless the City and its agents against all loss or liability because of a wrongful impound or any claims related thereto.

~~((H.))~~ G. Violation of proper ~~((parking meter bag))~~ special loading zone use shall result in the ~~((bag))~~ meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager being removed from the ~~((meter))~~ space, cancellation of the permit, and forfeiture of ~~((the bag))~~ any deposit. Rates to be charged for ~~((parking meter bags))~~ special loading zones shall be as set out in ~~((SMC 8.02.083))~~ the City of Spokane Parking Fee Schedule **(SMC 08.02.083(A))**.

~~((I. An official vehicle of the United States Postal Service will be regarded as an "authorized and identified" vehicle while occupying a commercial loading zone for the purpose of mail delivery or collection for up to fifteen minutes.))~~

**Section 9.** That SMC section 16A.61.5703 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))~~ **SMC 16A.04.100(E)** and **SMC 16A.04.100(U)**, 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.
- F. This section does not apply in Riverfront Park or to the Centennial Trail.
- G. This section does not apply to law enforcement personnel patrolling on bicycles.

**Section 10.** That there is adopted a new chapter 16A.05 to title 16A of the Spokane Municipal Code to read as follows:

**Chapter 16A.05**  
**Stopping, Standing, Parking, and Loading Regulations**

Sections:

16A.05.010	Advertising
16A.05.020	Alley - Loading
16A.05.030	Angle Parking
16A.05.040	Bicycle Lane
16A.05.050	Bus Zone
16A.05.060	Commercial Loading Zones
16A.05.070	Crosswalk – Approach
16A.05.080	Crosswalk—On
16A.05.090	Disabled Parking – Free Parking by Disabled Persons
16A.05.100	Disabled Parking – Indication of Parking Space for Disabled Persons
– Failure, Penalty	
16A.05.110	Disabled Parking – Special Parking for Persons with Disabilities
16A.05.120	Disabled Parking – Special Plate or Card Issued by Another
Jurisdiction	
16A.05.130	Divided Highway
16A.05.140	Double Parking
16A.05.150	Driveway or Alley Entrance
16A.05.160	Excavation or Obstruction
16A.05.170	Fire Hydrant
16A.05.180	Fire Lane
16A.05.190	Fire Station
16A.05.200	Flashing Signal - Approach
16A.05.210	Intersection
16A.05.220	Junk Vehicle
16A.05.230	Motorcycle or Scooter Parking
16A.05.240	Obstructing Traffic
16A.05.250	Paid Parking Zone – Illegal Use of Parking Payment Device
16A.05.260	Paid Parking Zone – Obstruction of Paid Parking Device
16A.05.270	Paid Parking Zone – Parking Payment Device Indication
16A.05.280	Paid Parking Zone – Payment Required
16A.05.290	Parallel Parking
16A.05.300	Parking Stalls
16A.05.310	Parking Time Limited
16A.05.320	Pedestrian Buffer Strip
16A.05.330	Permit Zones
16A.05.340	Police Vehicles Only
16A.05.350	Posted Signs

16A.05.360	Provisions of Chapter Prohibit Stopping, Standing, or Parking –
Exceptions	
16A.05.370	Public Safety Hazard
16A.05.380	Railroad Tracks
16A.05.390	Railroad Tracks - Loading
16A.05.400	Reserve Portion of a Highway
16A.05.410	Safety Zone
16A.05.420	Sidewalk
16A.05.430	Spokane International Airport
16A.05.440	Stop Sign - Approach
16A.05.450	Taxicab Zones
16A.05.460	Temporary No Parking Zone
16A.05.470	Traffic Control Signal - Approach
16A.05.480	Vehicle Repairs
16A.05.490	Yield Sign – Approach

#### **16A.05.010            Advertising or For Sale**

No person shall stand or park a vehicle upon any public right-of-way for the purpose of displaying it for advertising or for sale purposes.

#### **16A.05.020            Alley - Loading**

- A. No person shall stop, stand, or park a vehicle in any alley except for the purpose of, and while actually and actively engaged in, the expeditious loading and unloading of commodities, and where there is a driver willing to move the same, and in instances only for a period not to exceed thirty consecutive minutes.
- B. No person shall stop, stand, or park a vehicle so as to prevent the free passage of other vehicles through an alley except upon written permission by the Parking Manager.

#### **16A.05.030            Angle Parking**

No person shall stop, stand, or park a vehicle backed to the curb or at an angle to the curb on any public street or highway in the City of Spokane, unless otherwise posted.

#### **16A.05.040            Bicycle Lane**

No person shall stop, stand, or park a vehicle partially or completely in a bicycle lane that has been indicated by signage or striping.

#### **16A.05.050            Bus Zone**

No person shall stop, stand, or park a vehicle other than authorized buses in a zone established for such specific use as indicated by signage or striping.

#### **16A.05.060 Commercial Loading Zones**

- A. No person shall stop, stand, or park a vehicle except an authorized and identified commercial vehicle during the hours indicated on the signs marking the zones.
- B. No person shall stop, stand, or park an authorized and identified commercial vehicle in a signed commercial loading zone for any purpose or length of time other than for the active and expeditious loading and unloading of commodities. In no case shall the stopping, standing, or parking exceed thirty minutes.

#### **16A.05.070 Crosswalk – Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within twenty (20) feet of a crosswalk. (RCW 46.61.570(1)(b)(iii))

#### **16A.05.080 Crosswalk—On**

No person shall stop, stand, or park a vehicle on a crosswalk. (RCW 46.61.570(1)(a)(iv))

#### **16A.05.090 Disabled Parking – Free Parking by Disabled Persons**

- A. In accord with the authority of RCW 46.19.050(5), as to on-street parking places reserved for persons with physical disabilities without parking payment devices, the time limit for free parking is four hours for vehicles displaying a placard or special license plate issued under RCW 46.19.010, where such four-hour limit is posted.
  - 1. In addition, as to non-reserved on-street parking spaces, including those with parking payment devices, notwithstanding parking limits otherwise applicable, the time limit for free parking is four hours for vehicles displaying a placard or special license plate issued under RCW 46.19.010, where such four hour limit is posted.
  - 2. Where a parking payment device allows time in excess of four hours, payment shall be required to initiate paid parking time at the expiration of the first four hours allowed free of charge.
- B. Where the four-hour limit is not posted for vehicles with the placard or license plate above referenced, any person who meets the criteria for special parking privileges under RCW 46.19.010 shall be allowed free of charge to park a vehicle being used to transport that person for unlimited periods of time in parking zones or areas including zones or areas with parking payment devices which are otherwise restricted as to the length of time parking is permitted. This section or RCW 46.61.582 does not apply to those zones or areas in which the stopping, parking, or standing of all vehicles is prohibited or which are reserved for special types of vehicles. The person shall obtain



and display a special placard or license plate under RCW 46.19.010 to be eligible for the privileges under this section.

**16A.05.100 Disabled Parking – Indication of Parking Space for Disabled Persons – Failure, Penalty**

- A. A parking space or stall for a person with a disability shall be indicated by a vertical sign with the international symbol of access, whose colors are white on a blue background, described under RCW 70.92.120. The sign may include additional language such as, but not limited to, an indication of the amount of the monetary penalty defined in RCW 46.16.381 for parking in the space without a valid permit.
- B. Failure of the person owning or controlling the property where required parking spaces are located to erect and maintain the sign is a class 2 civil infraction under Chapter 7.80 RCW for each parking space that should be so designated. The person owning or controlling the property where the required parking spaces are located shall ensure that the parking spaces are not blocked or made inaccessible, and failure to do so is a class 2 civil infraction.

**16A.05.110 Disabled Parking – Special Parking for Persons with Disabilities**

- A. Any unauthorized use (RCW 46.19.050(2)) of the special placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010, or identification card is a parking infraction. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed.
- B. It is a parking infraction for a person to park in, block, or otherwise make inaccessible the access aisle located next to a space reserved for persons with physical disabilities or the space itself. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. The clerk of the court shall report all violations related to this subsection to the Washington State department of motor vehicles.
- C. It is a parking infraction for any person to park a vehicle in a parking place provided on private property without charge or on public property reserved for persons with physical disabilities without a placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. If a person is charged with a violation, the person shall not be determined to have committed an infraction if the person produces in court or before the court appearance the placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010 required under this section. The time limit for on-street parking places reserved for physically disabled persons without parking payment devices is four hours for qualified vehicles unless a longer time would otherwise apply for the use of these parking places. The time limit for the use of non-reserved, on-street parking spaces by vehicles displaying the special parking placards is four hours unless a longer time would otherwise apply. All time restrictions applicable under this subsection must be clearly posted.

- D. It is a parking infraction, with monetary penalty of two hundred fifty dollars, to fail to fully display a placard or special license plate issued under this Chapter while parked in a public place on private property without charge, while parked on public property reserved for persons with physical disabilities, or while parking free of charge as allowed under RCW 46.61.582. In addition to any penalty or fine imposed under this subsection, two hundred dollars must be assessed, for a total of four hundred fifty dollars. For the purpose of this subsection, “fully display” means hanging or placing the placard or special license plate so that the full face of the placard or license plate is visible, including the serial number and expiration date of the license plate or placard. If a person is charged with a violation of this subsection, that person will not be determined to have committed an infraction if the person produces in court or before the court appearance a valid identification card issued to that person under RCW 46.19.010.
- E. Allocation of Assessments and Fines.
1. The assessment imposed under subsections (A), (B), (C), and (D) of this section shall be allocated as follows:
    - a. One hundred dollars shall be deposited in the accessible communities account created in RCW 50.40.071; and
    - b. One hundred dollars shall be deposited in the multimodal transportation account under RCW 47.66.070 for the sole purpose of supplementing a grant program for special needs transportation provided by transit agencies and nonprofit providers of transportation that is administered by the department of transportation.
  2. Any reduction in any penalty or fine and assessment imposed under subsections (A), (B), (C), and (D) of this section shall be applied proportionally between the penalty or fine and the assessment. When a reduced penalty is imposed under subsection (A), (B), (C), and (D) of this section, the amount deposited in the accounts identified in this subsection shall be reduced equally and proportionally.
  3. The penalty or fine amounts imposed under subsections (A), (B), (C), and (D) of this section shall be used by the City exclusively for law enforcement. The court may also impose an additional penalty sufficient to reimburse the City for any costs it may have incurred in removal and storage of the improperly parked vehicle.
- F. It is a traffic infraction for any person willfully to obtain a special license plate issued under RCW 46.19.010 or RCW 46.18.235 placard, or identification card in a manner other than that established under RCW 46.19.010.
- G. For second or subsequent violations of this section, in addition to a monetary fine, the violator must complete a minimum of forty hours of:

1. community restitution for a nonprofit organization that serves persons with disabilities or disabling diseases; or
  2. any other community restitution that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.
- H. The court may not suspend more than one-half of any fine imposed under subsections (A), (B), (C), (D), or (E) of this section.
- I. A violation of this section is a class 1 infraction under [SMC 01.02.950](#).

**16A.05.120                      Disabled Parking – Special Plate or Card Issued by Another Jurisdiction**

A special license plate or card issued by another state or country that indicates an occupant of the vehicle is disabled, entitles the vehicle on or in which it is displayed and being used to transport the disabled person to the same overtime parking privileges granted under this Chapter to a vehicle with a similar special license plate or card issued by this state.

**16A.05.130                      Divided Highway**

No person shall stop, stand, or park a vehicle in the area between roadways of a divided highway including crossovers. (RCW 46.61.570(1)(a)(ix))

**16A.05.140                      Double Parking**

No person shall stop, stand, or park a vehicle on the roadway side of any vehicle stopped or parked at the edge or curb of a street. (RCW 46.61.570(1)(a)(i))

**16A.05.150                      Driveway or Alley Entrance**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, in front of a public or private driveway within a street or alley or in front of or in an alley entrance or within five feet (5') of the end of a constructed driveway return or alley entrance return, or if none, within five feet (5') of the projection of the edge of the driveway or alley.

**16A.05.160                      Excavation or Obstruction**

No person shall stop, stand, or park a vehicle alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic. (RCW 46.61.570(1)(a)(vi))

**16A.05.170                      Fire Hydrant**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers, within fifteen (15) feet of a fire hydrant. (RCW 46.61.570(1)(b)(ii))

**16A.05.180 Fire Lane**

No person shall stop, stand, or park a vehicle in a fire lane.

**16A.05.190 Fire Station**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of said entrance when properly signposted. (RCW 46.61.570(1)(b)(v))

**16A.05.200 Flashing Signal - Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any flashing signal located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

**16A.05.210 Intersection**

No person shall stop, stand, or park a vehicle within an intersection. (RCW 46.61.570(1)(a)(iii))

**16A.05.220 Junk Vehicle**

No person shall park a junk vehicle, as defined in [SMC 10.16.010\(F\)](#), upon any public right-of-way.

**16A.05.230 Motorcycle or Scooter Parking**

- A. No person shall stop, stand, or park any vehicle except a motorcycle or scooter in a stall signed exclusively for motorcycle or scooter parking.
- B. Motorcycles or scooters must park within the stalls and be reasonably secured from tipping over, facing either towards or away from the curb.

**16A.05.240 Obstructing Traffic**

No person shall stop, stand, or park a vehicle upon any street or highway within the City unattended in a position that it constitutes an obstruction to traffic, blocks the use of a fire hydrant, or constitutes a danger to travel.

**16A.05.250                    Paid Parking Zone – Illegal Use of Parking Payment Device**

No person shall tamper with or open any parking payment device, deposit or cause to be deposited in any parking payment device any slug, button, or any other device or substance as substitutes for legal tender of the United States, counterfeit or alter any parking receipt, or tamper with a parking payment device to show payment during a time for which no payment was made.

**16A.05.260                    Paid Parking Zone – Obstruction of Paid Parking Device**

No vehicle or other property may obstruct access to a parking payment device in a manner which prevents deposit of payment in the parking payment device, visibility of the parking payment device instructions or time limit, or visibility of any posted signage. A vehicle or other property in violation of this section is hereby declared to be a nuisance and is subject to summary abatement.

**16A.05.270                    Paid Parking Zone – Parking Payment Device Indication**

No person shall stop, stand, or park a vehicle in any parking space while the parking payment device is displaying a signal indicating “no parking” (by symbol or words).

**16A.05.280                    Paid Parking Zone – Payment Required**

- A. No person shall stop, stand, or park a vehicle in a parking space regulated by a parking payment device, up to the maximum legal parking time, unless:
1. Valid payment has been made at a parking payment device;
  2. Required information has been correctly provided, such as zone number, parking space or meter number, or vehicle information including license plate number and state; and,
  3. Payment is made immediately.
    - a. The prohibitions of this Section shall not apply to:
      - i. The act of parking; and,
      - ii. The necessary time required to activate the time on a parking payment device.
- B. The restrictions of this Section shall not apply on legal parking holidays as defined in **SMC 16A.04.100(M)** except where otherwise indicated on the parking payment device or posted signage on the block face, or portions thereof, or for individual parking spaces.

### **16A.05.290                    Parallel Parking**

- A. No person shall stop, stand, or park a vehicle upon a roadway other than with the wheels parallel to and within twelve inches of the curb or as close as practicable to the edge of the shoulder.
- B. No person shall stop, stand, or park a vehicle upon a public right-of-way other than with the direction of authorized traffic movement.

### **16A.05.300                    Parking Stalls**

No person shall stop, stand, or park a vehicle across established lines or markings or to park a vehicle in a position where the vehicle is not entirely within the area designated by established lines or markings.

### **16A.05.310                    Parking Time Limited**

- A. No person shall stop, stand, or park a passenger vehicle, as defined in **SMC 16A.04.100(R)**, for a continuous seventy-two (72) hour period on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone (**SMC 16A.04.100(K)**), unless a City-approved posted sign provides a shorter period of time.
- B. No person shall stop, stand, or park any non-passenger vehicle (NPV), as defined in **SMC 16A.04.100(J)**, for longer than twenty-four (24) continuous hours for loading or unloading on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone (**SMC 16A.04.100(K)**), unless a City-approved posted sign provides a shorter period of time.
- C. No person shall stop, stand, or park a vehicle for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City located within the Paid Parking Zone as identified in **SMC 16A.04.100(K)**, unless a City-approved posted sign or parking payment device indication provides a shorter period of time.
- D. Where parking time is limited as indicated on a parking payment device or by posted signage, no person shall stop, stand, or park a vehicle beyond the maximum time allowed, irrespective of any payment made.
  - 1. Where the parking time limit is greater than 30 minutes, no person shall stop, stand, or park a vehicle on the same block face beyond the maximum time allowed, irrespective of any payment made, and are required to move off of the block face until the next calendar day.

### **16A.05.320                    Pedestrian Buffer Strip**

No person shall stop, stand, or park a vehicle partially or completely on a pedestrian buffer strip as defined in [SMC 17A.020.160\(G\)](#).

#### **16A.05.330 Permit Zones**

- A. No person shall stop, stand, or park a vehicle in violation of the posted or marked restrictions or when a permit or other authorization issued by the city is required as a condition for parking unless a City-issued parking permit pursuant to [Chapter 16A.06 SMC](#) is displayed.
- B. It shall be a violation of this section if:
  - 1. The City-issued parking permit does not match the vehicle;
  - 2. The zone permit does not match the zone where vehicle is parked; or,
  - 3. The vehicle is parked beyond the time limit of the permit.

#### **16A.05.340 Police Vehicles Only**

Except an authorized police vehicle, no person shall stop, stand, or park in zones posted no parking police vehicles only.

#### **16A.05.350 Posted Signs**

No person shall:

- A. Stop, stand, or park a vehicle at any place where official signs prohibit stopping;
- B. Stand or park a vehicle at any place where official signs prohibit standing; or
- C. Park a vehicle at any place where official signs prohibit parking.

#### **16A.05.360 Provisions of Chapter Prohibit Stopping, Standing, or Parking – Exceptions**

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall stop, stand, or park per the provisions of this Chapter. (RCW 46.61.570)
- B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.(RCW 46.61.570(2))

**16A.05.370                    Public Safety Hazard**

No person shall stop, stand, or park a vehicle in a manner which creates a public safety hazard.

**16A.05.380                    Railroad Tracks**

No person shall stop, stand, or park a vehicle on any railroad tracks. (RCW 46.61.570(1)(a)(viii))

**16A.05.390                    Railroad Tracks - Loading**

No person shall park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers within fifty (50) feet of the nearest rail of a railroad crossing.

**16A.05.400                    Reserve Portion of a Highway**

It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted such right. (RCW 46.61.570(4))

**16A.05.410                    Safety Zone**

No person shall stop, stand, or park a vehicle between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone. (RCW 46.61.570(1)(a)(v))

**16A.05.420                    Sidewalk**

No person shall stop, stand, or park a vehicle partially or completely on or over a sidewalk.

**16A.05.430                    Spokane International Airport**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers in a no-parking area at Spokane International Airport as designated by the airport board.

**16A.05.440                    Stop Sign - Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any stop sign located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))



#### **16A.05.450 Taxicab Zones**

No person shall stop, stand, or park a vehicle other than a taxicab within any space reserved for taxicabs.

#### **16A.05.460 Temporary No Parking Zone**

- A. No person shall stop, stand, or park a vehicle in a parking space where an approved temporary no parking zone has been established and designated by meter hood, temporary sign(s), barricade(s), or other device approved by the Parking Manager except for vehicles displaying a temporary no parking zone permit ([SMC 16A.06.060](#)).
- B. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

#### **16A.05.470 Traffic Control Signal - Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any traffic control signal located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

#### **16A.05.480 Vehicle Repairs**

No person shall stand or park a vehicle upon any public right-of-way for lubricating or repairing the vehicle, except repairs necessitated by emergency.

#### **16A.05.490 Yield Sign - Approach**

No person shall stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers within thirty (30) feet upon the approach to any yield sign located at the side of the roadway. (RCW 46.61.570(1)(b)(iv))

**Section 11.** That there is adopted a new chapter 16A.06 to title 16A of the Spokane Municipal Code to read as follows:

### **Chapter 16A.06 Parking Permits**

Sections:

- 16A.06.010 Permits – Generally
- 16A.06.020 Commercial Loading Zone Parking Permits

16A.06.030	Service Parking Permit
16A.06.040	Entertainment Event Exemption Permit
16A.06.050	Temporary No Parking Zone Parking Permit
16A.06.060	Temporary Curb Space Parking Permits
16A.06.070	Downtown Residential Parking District (DRPD) Permits

## **16A.06.010 Permits – Generally**

### **A. Purpose.**

A parking permit may be issued to allow a vehicle to legally park in violation of specific parking regulations. A parking permit may apply in a designated parking district or zone, paid parking space, or elsewhere depending on the specifications of the permit.

### **B. Authority.**

The Parking Manager is hereby authorized to administer a system for the issuance of parking permits and to collect fees therefor.

### **C. Application.**

1. Application for any parking permit required by this Chapter shall be made to Parking Services on forms provided for such purpose.
2. All parking permit applications shall include, at minimum the following information:
  - a. The name, address, and other current contact information for the applicant;
  - b. The license plate number and make, model and year of the vehicle for which the parking permit is sought;
  - c. A statement signed and sworn by the applicant, under penalty of perjury, that all information submitted is complete, true and accurate to the best of their knowledge; and
  - d. A copy of the current vehicle registration.
3. The Parking Manager may deny a parking permit application based on a demonstrated history of improper use by the applicant during the previous 12 months.

### **D. Outstanding Citations.**

Outstanding citations must be resolved prior to the issuance of any parking permit type.

#### E. Fees.

Parking permits for authorized vehicles shall be issued, pending approval by the Parking Manager, by the City upon application therefore and the paying of the fee as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

#### F. Proper Display of Parking Permit.

Parking permits shall be properly displayed as directed by the City.

#### G. Maximum Number of Parking Permits Issued.

The parking manger may limit the number of any type or zone parking permit.

#### H. Prohibition.

1. The provisions of this Chapter do not supersede any other provisions of the Spokane Municipal Code with respect to general parking regulations.
2. It is unlawful to falsely represent oneself as eligible for a parking permit under this Chapter or to furnish any false information in, or in conjunction with, an application for a parking permit. It shall be unlawful to attempt or to reproduce or alter any parking permit issued by the City.
3. Parking permits may be transferred upon review and approval by the Parking Manager.
4. Parking permits may be revoked in the event Parking Services determines that the owner of the vehicle, or the vehicle itself, for which a parking permit has been issued no longer meets the eligibility requirements established by Parking Services. Upon no longer meeting the eligibility requirements, the holder of the parking permit shall surrender such parking permit to Parking Services.

### **16A.06.020 Commercial Loading Zone Parking Permits**

A commercial loading zone parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

### **16A.06.030 Service Parking Permit**

A service parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

### **16A.06.040 Entertainment Event Exemption Permit**

An entertainment event exemption permit allows the reservation, and use, of on-street parking spaces during scheduled dates and times in an area as approved by the Parking Manager. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

#### **16A.06.050 Temporary No Parking Zone Parking Permit**

- A. A temporary no parking zone permit allows parking within a designated and approved temporary no parking zone ([SMC 16A.05.460](#)). The parking permit may contain restrictions as deemed necessary by the Parking Manager.
- B. Violation of proper temporary no parking zone use shall result in the zone being removed, cancellation of the permit, and forfeiture of any deposit. No temporary no parking zones may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of the conditions of temporary no parking zone use. Additional penalties will be assessed on repeat offenders within the same calendar year as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)).

#### **16A.06.060 Temporary Curb Space Parking Permits**

- A. The Parking Manager may authorize temporary curb space parking permits for verified nonprofit organization vehicle for use in a temporary no parking zone. The Parking Manager shall not authorize temporary curb space parking permits for commercial purposes in the roadway.
- B. A temporary curb space parking permit allows parking in any area designated by the parking permit. The parking permit may contain restrictions as deemed necessary by the Parking Manager.

#### **16A.06.070 Downtown Residential Parking District (DRPD) Permits**

- A. Designation of Downtown Residential Parking District.

Residents of multifamily residential properties located within the Paid Parking Zone may purchase parking permits to park at designated locations within the Paid Parking Zone without additional payment at the Paid Parking Devices.

- B. Administration of Downtown Residential Parking Districts

- 1. In any DRPD, the Parking Manager may issue parking permits or other means of identification, maintain lists of vehicles owned or used by parking permit holders, or adopt any other reasonable means of distinguishing vehicles that are validly parked in an DRPD.
  - a. A parking permit shall not guarantee or reserve to the holder an on-street parking space within the designated DRPD.

- b. DRPD permits must be used within the assigned, designated area, as instructed by the City.
2. **Residency.** In addition to the parking permit application and requirements set forth in **SMC 16A.06.010**, all applicants for an DRPD permit shall also demonstrate proof of the applicant's residency within the applicable DRPD zone, which may include documented proof that the applicant's vehicle is registered to a residence within the DRPD.
3. **Authority To Regulate.** In order to maintain the integrity of the downtown core, ensure a balanced system with multiple competing needs for on-street parking, and properly manage DRPD zones, parking services may:
  - a. Limit the number of DRPD parking permits issued per household;
  - b. Limit the total number of parking permits issued within an entire DRPD zone;
  - c. Charge a fee for DRPD permits before their issuance; and
4. **Term.** All DRPD parking permits shall be issued with a term not to exceed one year to residents who comply with the requirements as set forth in this Chapter.

**Section 12.** That there is adopted a new chapter 16A.07 to title 16A of the Spokane Municipal Code to read as follows:

#### **Chapter 16A.07**

#### **General Provisions, Administration, and Enforcement**

##### **Sections:**

16A.07.010	Authority of the Parking Manager
16A.07.020	Violations as Traffic Infractions
16A.07.030	Penalties
16A.07.040	Failure to Comply with Notice of Violation
16A.07.050	Appointment of Registered Disposers
16A.07.060	Vehicle Immobilization and Impoundment
16A.07.070	When a Vehicle Is Subject to Immediate Impoundment
16A.07.080	When a Vehicle May Be Impounded After Notice

#### **16A.07.010 Authority of the Parking Manager**

The Parking Manager is hereby authorized to:

- A. establish on-street parking rates and time limits according to **SMC 08.02.083(B)**;

- B. establish loading zones, safety zones, passenger loading zones, bus stops, taxi zones, and other restricted parking places, from time to time, at the locations on the public streets and highways as may be in the interest of public safety and convenience, and direct that the same be designated by appropriate signs or other markers to facilitate the movement of traffic, to eliminate congestion and danger, and to promote and maintain a more effective use of the streets and highways;
- C. grant special permissions for loading and unloading in alleys, passenger loading zones, commercial loading zones or in city rights-of-way and other city-controlled parking areas under the jurisdiction of the City of Spokane;
- D. manage and update the Paid Parking Zone map;
- E. direct the installation of parking payment devices in locations within the Paid Parking Zone;
- F. impound unauthorized vehicles on public property.

#### **16A.07.020                      Violations as Traffic Infractions**

Failure to perform any act required or the performance of any act prohibited by this Chapter relating to traffic including but not limited to parking, standing, and stopping offenses is designated as a traffic infraction and may not be charged as a criminal offense.

#### **16A.07.030                      Penalties**

The penalties for each violation of the provisions of **Chapter 16A.05 SMC** shall be as provided in the City of Spokane Parking Fee Schedule (**SMC 08.02.083(A)**).

#### **16A.07.040                      Failure to Comply with Notice of Violation**

If no response or payment is made within fifteen calendar days of the date of the issuance of the notice of infraction, the Spokane Municipal Court will attach additional penalties to the infraction as established in the City of Spokane Parking Fee Schedule (**SMC 08.02.083(A)**), including a notice to department of licensing as provided in RCW 46.16A.120(3), and may pursue any other remedies as provided by law.

#### **16A.07.050                      Appointment of Registered Disposers**

The City's Chief of Police and the Parking Manager, acting through the authority to remove vehicles herein, may remove the vehicles directly, through towing operators appointed either on a rotational or other basis, or through contracts, or by a combination of these methods, pursuant to the regulations they may adopt.

#### **16A.07.060                      Vehicle Immobilization and Impoundment**

## A. Definitions

1. "Impound" means to take and hold a vehicle in legal custody.
  2. "Immobilization device" means a device which immobilizes the vehicle by either clamping and locking to a wheel impeding movement of the vehicle, or by attaching to the vehicle's windshield in such a manner to obscure the view of the driver, thereby preventing legal operation of the vehicle.
  3. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.
  4. "Public Property" means any street, road, public highway or other publicly owned property .
  5. "Scofflaw" means a vehicle which has been issued four (4) or more parking tickets which remain unpaid more than forty-five (45) days after the issuance of the ticket.
  6. "Unauthorized vehicle", for purposes of this section, means a vehicle that is subject to impoundment after being left unattended in one of the following circumstances:
    - a. Constituting an accident or a traffic hazard as defined in RCW 46.55.113;
    - b. On a highway and tagged as described in RCW 46.55.085;
    - c. In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070; or,
    - d. In violation of any of the restrictions subject to vehicle impoundment under **SMC 16A.07.070** or **SMC 16A.07.080**.
- B. If a vehicle is in violation of the time restrictions of RCW 46.55.010(14) as set forth in subsections (6)(a) or (6)(c) above, it may be immediately impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property. Vehicles in violation of (6)(b) above may be impounded within twenty-four (24) hours.
- C. If a vehicle is in violation of any of the restrictions subject to vehicle impoundment set forth in section (6)(d) above, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer or other public official with jurisdiction if the vehicle is on public property.

- D. In addition to law enforcement officers, the Parking Manager, or his or her designee, is a public official with jurisdiction over the public property and with authority to authorize impoundment of unauthorized vehicles on public property.
- E. The impoundment of unauthorized vehicles on public property under this section shall incorporate all procedures related to vehicle impoundment as set forth in Chapter 46.55 RCW. Chapter 46.55 RCW, as now enacted or hereinafter amended, is hereby adopted by reference as if fully set forth herein.
- F. Scofflaw List.

As frequently as practicable, Parking Services, working in conjunction with Spokane Municipal Court and the collection agency contracted by the City or Spokane Municipal Court, shall prepare, maintain, and update a scofflaw list.

1. Civil Penalties to Cover Administrative Costs.

There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in the City of Spokane Parking Fee Schedule (**SMC 08.02.083(A)**) to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in the City of Spokane Parking Fee Schedule (**SMC 08.02.083(A)**) to cover the additional administrative costs of immobilization and/or impoundment.

2. Notice.

- a. The City's contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license plate number and as provided by the Washington State Department of Licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and
  - i. the date and the nature of each ticket overdue and the amount due on each;
  - ii. that a scofflaw list fee in the amount specified in subsection 1 of this section has been imposed to cover administrative costs;
  - iii. the total amount currently due;
  - iv. a specific deadline for response, no less than ten (10) days after the date of mailing;



- v. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and
  - vi. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in [SMC 16A.07.060\(F\)](#), payment of the civil penalties imposed in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)) and payment of the costs of immobilization, towing and storage.
- b. The notice required by this subsection is sufficient if mailed to the address provided by the Washington State Department of Licensing; provided, however, that if the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
- c. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such subsequent tickets shall also be paid before the vehicle is removed from the scofflaw list.
- d. The owner of a vehicle that is subject to the procedures of this section and in [SMC 16A.07.060\(F\)\(3\) and \(4\)](#), is entitled to a hearing in the Spokane Municipal Court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.
- e. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency, will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

### 3. Immobilization.

- a. If the owner of a vehicle to whom notice has been sent pursuant to **SMC 16A.07.060(F)(2)** fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in the City of Spokane Parking Fee Schedule (**SMC 08.02.083(A)**), the vehicle can be removed from the scofflaw list under **SMC 16A.07.060(F)(2)(c)** and may be immobilized by installing an immobilization device on the vehicle.
- b. The person installing the immobilization device shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
  - i. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty-five (45) days of their issuance,
  - ii. that release of the immobilization device may be obtained by paying the fines, fees and civil penalties due,
  - iii. that unless such payments are made within two (2) business days of the date of the notice, the vehicle will be impounded, and
  - iv. that it is unlawful for any person to remove or attempt to remove the immobilization device, to damage the immobilization device, or to move the vehicle with the immobilization device attached.
- c. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by an immobilization device installed under the provisions of this section.
- d. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall pay all fines and fees then due, including but not limited to the amounts specified in the City of Spokane Parking Fee Schedule (**SMC 08.02.083(A)**).

Upon such payment, the vehicle shall be removed from the scofflaw list, and the immobilization device shall promptly be removed from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

#### 4. Impoundment.

- a. The following vehicles may be impounded:

- i. A vehicle that was issued eight (8) or more parking tickets that are unpaid forty-five (45) or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to **SMC 16A.07.060(F)** and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges the vehicle can be removed from the scofflaw list under **SMC 16A.07.060(F)(2)(c)**; or
  - ii. A vehicle that was immobilized pursuant to **SMC 16A.07.060(D)** and the vehicle's owner failed to pay all fines, fees, and administrative charges within two (2) business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under **SMC 16A.07.060(F)(2)(c)**; or
- b. The uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075 shall be used when applicable.

If a vehicle has been impounded pursuant to **SMC 16A.07.060(F)(4)**, before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in the City of Spokane Parking Fee Schedule (**SMC 08.02.083(A)**); and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

#### **16A.07.070            When a Vehicle Is Subject to Immediate Impoundment**

A vehicle may be subject to immediate impoundment under the following circumstances and if no reasonable alternative to impoundment exists:

- A. When the vehicle is obstructing or is likely to obstruct the normal flow of vehicular or pedestrian traffic. (**SMC 16A.05.240**)
- B. When the vehicle blocks a fire hydrant or lane, constitutes a danger to travel, impedes safe passage, or poses a threat to public safety. (**SMC 16A.05.170**, **SMC 16A.05.180**, **SMC 16A.05.240**, **SMC 16A.05.370**)
- C. When a vehicle with an expired registration of more than forty-five days is parked on a public street. (RCW 46.16A.030(7))
- D. When the vehicle is illegally occupying a zone or parking space where, by order of the Parking Manager or Chief of Police or Fire or their designees, parking is limited to pre-

authorized vehicles, designated classes of vehicles, or is prohibited during certain hours, on designated days or at all times, if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones or parking space(s). (SMC 16A.05.050, SMC 16A.05.060, SMC 16A.05.330, SMC 16A.05.340, SMC 16A.05.350, SMC 16A.05.410, SMC 16A.05.450, SMC 16A.05.460)

- E. When the vehicle is impeding snow removal or other street needs after notice has been given by the City by way of press, radio, and/or television, or by other notice to the occupants in the neighborhood. (SMC 16A.61.564)
- F. Whenever a vehicle without a special license plate, placard, or decal indicating that the vehicle is being used to transport a person with disabilities under RCW 46.19.010 is parked in a stall or space clearly and conspicuously marked under RCW 46.61.581 which space is provided on private property without charge or on public property.

#### **16A.07.080                      When a Vehicle May Be Impounded After Notice**

A vehicle not subject to impoundment under SMC 16A.07.070 may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of twenty-four (24) hours prior to such impoundment, for the following reasons:

- A. When the vehicle has been parked for a continuous twenty-four (24) hour period on any one block face within any Paid Parking Zone. (SMC 16A.05.310(C))
- B. When the vehicle has been parked for a continuous seventy-two (72) hour period on any one block face within any area not inclusive of the Paid Parking Zone. (SMC 16A.05.310(A))
- C. When the non-passenger vehicle has been parked for a continuous twenty-four (24) hour period on any one block face not inclusive of the Paid Parking Zone. (SMC 16A.05.310(B))
- D. When the vehicle is a “junk vehicle” as defined in SMC 10.16.010(F) and is parked on a street, alley, or way open to the public, or on City or other public property. (SMC 16A.05.220)

**Section 13.** That there is adopted a new section 16A.04.100 to chapter 16A.04 of the Spokane Municipal Code to read as follows:

#### **16A.04.100                      Definitions**

- A. Alley.

A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)

B. Block Face.

One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.

C. City Street or Street.

Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)

D. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)

E. Congested District.

The area established within the Paid Parking Zone bounded and identified on the **Paid Parking Zone Map**.

F. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

G. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the **Paid Parking Zone Map**.

H. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

I. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

J. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle ([SMC 16A.04.100\(R\)](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

K. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

L. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

M. Parking Holidays.

Except for metered spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day – Third Monday in February, Memorial Day, Independence Day – July 4th, Labor Day, Indigenous Peoples' Day – Second Monday in October, Veteran's Day – November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

N. Parking Manager.

The Director of Development Services Center, Code Enforcement and Parking Services or their designee.

O. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

P. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

Q. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

R. Passenger Vehicle.

Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

S. Public Right-of-Way

A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

T. Residential Parking Permit Definitions

For the purposes of **SMC 16A.06.070** only, the terms in this section have the following meanings:

1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to **SMC 16A.50.300**.
2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.
3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.
4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.

U. Retail Zone of the Congested District.



The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

V. Roadway.

Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)

W. Safety Zone.

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)

X. Stand or Standing.

The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)

Y. Stop or Stopping.

Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)

Z. Taxicab, Cab, or Taxi

A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;
2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);
3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.



AA. Vehicle.

A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:

1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;
2. A bicycle and a motorized foot scooter;
3. An electric personal assistive mobility device and a motorized foot scooter; and,
4. A golf cart.

**Section 14.** That SMC section 16A.04.010 entitled “Congested District” is repealed.

**Section 15.** That SMC section 16A.04.020 entitled “Congested District – Retail Zone” is repealed.

**Section 16.** That SMC section 16A.04.030 entitled “Multi-Space Parking Meter” is repealed.

**Section 17.** That SMC section 16A.04.040 entitled “Parking Meter” is repealed.

**Section 18.** That SMC section 16A.04.050 entitled “Parking Space Marker” is repealed.

**Section 19.** That SMC section 16A.04.055 entitled “Passenger Vehicle” is repealed.

**Section 20.** That SMC section 16A.04.060 entitled “Pay By Phone” is repealed.

**Section 21.** That SMC section 16A.04.070 entitled “Single Space Parking Meter” is repealed.

**Section 22.** That SMC section 16A.04.080 entitled “Space Number Sign” is repealed.

**Section 23.** That SMC section 16A.61.381 entitled “Special Parking for Persons with Disabilities” is repealed.

**Section 24.** That SMC section 16A.61.560 entitled “Stopping, Standing, or Parking Outside Businesses or Residence Districts” is repealed.

**Section 25.** That SMC section 16A.61.561 entitled “Parking Time Limited and Regulated” is repealed.

**Section 26.** That SMC section 16A.61.562 entitled “Parking Non passenger and Commercial Vehicles in Residential Zones” is repealed.

**Section 27.** That SMC section 16A.61.563 entitled “Parking in Alley Regulated” is repealed.

**Section 28.** That SMC section 16A.61.565 entitled “Parking in Manner as to Obstruct Traffic” is repealed.

**Section 29.** That SMC section 16A.61.566 entitled “Standing at Angle to Curb and Backing to Curb Regulated” is repealed.

**Section 30.** That SMC section 16A.61.5701 entitled “Establishment of Special Parking Zones” is repealed.

**Section 31.** That SMC section 16A.61.5702 entitled “Taxicab Zones” is repealed.

**Section 32.** That SMC section 16A.61.5704 entitled “Use of Passenger Zones” is repealed.

**Section 33.** That SMC section 16A.61.5705 entitled “Taxicab and Buses to Park Only in Designated Stands – Rights of Other Vehicles in Zones” is repealed.

**Section 34.** That SMC section 16A.61.5706 entitled “No Parking in Fire Lane” is repealed.

**Section 35.** That SMC section 16A.61.5707 entitled “Police Vehicles Only” is repealed.

**Section 36.** That SMC section 16A.61.5708 entitled “Residential Area Parking Passes” is repealed.

**Section 37.** That SMC section 16A.61.575 entitled “Additional Parking Regulations” is repealed.

**Section 38.** That SMC section 16A.61.577 entitled “Impoundment of Unauthorized Vehicles on Public Property” is repealed.

**Section 39.** That SMC section 16A.61.581 entitled “Indication of Parking Space for Disabled Persons – Failure, Penalty” is repealed.

**Section 40.** That SMC section 16A.61.582 entitled “Free Parking by Disabled Persons” is repealed.

**Section 41.** That SMC section 16A.61.583 entitled “Special Plate or Card Issued by Another Jurisdiction” is repealed.

**Section 42.** That SMC section 16A.61.589 entitled “Appointment of Registered Disposers” is repealed.

**Section 43.** That SMC section 16A.61.590 entitled “Unattended Motor Vehicle – Removal from Highway” is repealed.

**Section 44.** That SMC section 16A.61.5902 entitled “Parking Meter Area Map” is repealed.

**Section 45.** That SMC section 16A.61.5903 entitled “Entertainment Parking District ” is repealed.

**Section 46.** That SMC section 16A.61.5904 entitled “Installation of Parking Meters” is repealed.

**Section 47.** That SMC section 16A.61.5906 entitled “Parking Spaces Marked – Must Park in Stalls” is repealed.

**Section 48.** That SMC section 16A.61.5908 entitled “Method of Parking” is repealed.

**Section 49.** That SMC section 16A.61.5910 entitled “Parking Time Limit – Deposit of Coins – Maximum Parking Time – Certain Holidays Excepted – Parking Permit” is repealed.

**Section 50.** That SMC section 16A.61.5914 entitled “Feeding Meter Beyond Maximum Parking Time” is repealed.

**Section 51.** That SMC section 16A.61.5916 entitled “Unlawful to Park Against Meter Indication” is repealed.

**Section 52.** That SMC section 16A.61.5918 entitled “Must Use Lawful Coins” is repealed.

**Section 53.** That SMC section 16A.61.5921 entitled “No Parking at Metered Spaces with a Hooded Meter or Space Number” is repealed.

**Section 54.** That SMC section 16A.61.5922 entitled “Penalties” is repealed.

**Section 55.** That SMC section 16A.61.5924 entitled “Failure to Comply with Notice of Violation” is repealed.

**Section 56.** That SMC section 16A.61.790 entitled “Vehicle Immobilization and Impoundment” is repealed.

**Section 57.** Effective Date. This ordinance shall take effect and be in force on June 28, 2021.

# Briefing Paper

## FINANCE and ADMINISTRATION

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Value Blanket Orders with Fastenal for Inventory Management System
<b>Date:</b>	4/7/2021
<b>Contact (email &amp; phone):</b>	Thea Prince – <a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a> – (509) 625-6403
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval Value Blanket Orders for multiple departments for inventory management system
<p><b>Background/History:</b> In 2016 The City of Spokane issued an RFP for Inventory Management Services which included vending machines and products put into those machines which Fastenal was awarded. Several other departments have since piggybacked onto that and have also contracted with Fastenal for Inventory Management Services. The term of these VBs have expired and we would like to continue our relationship with Fastenal by accessing the already competed National IPA Contract #2018-000208 through Omnia Partner which Fastenal has been awarded. The estimated annual expenditure for the three (3) departments is \$250,000.00 including taxes.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li><b>Impact</b> Approve Value Blanket Documents accessing the National IPA Contract.</li> <li><b>Action</b> Purchasing is seeking Council approval to create the VB documents to align with the National IPA contract which expires 6/30/2023.</li> <li><b>Funding</b> Funding for this purchase is provided in various department budgets.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Briefing Paper

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Ordinance strengthening source of income discrimination prohibitions to include emergency relief rental assistance
<b>Date:</b>	April 2, 2021
<b>Author (email &amp; phone):</b>	Brian McClatchey, Director of Policy and Government Relations ( <a href="mailto:bmcclatchey@spokanecity.org">bmcclatchey@spokanecity.org</a> ) (509) 625-6210
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan Policy H 1.6 (Fair Housing): promote compliance with fair housing laws.
<b>Strategic Initiative:</b>	Available Housing; Our Most Vulnerable; Safer Community.
<b>Deadline:</b>	N/A
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Improvement to source of income discrimination prohibition to include emergency relief funds, such as COVID-19-related housing and rental assistance payments
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: No operational changes required Known challenges/barriers: N/A	

**ORDINANCE NO. C-\_\_\_\_\_**

An ordinance strengthening Spokane's anti-discrimination law by specifying that source-of-income discrimination include income from emergency assistance funds and updating definitions accordingly; amending sections 18.01.030 and 18.03.010 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, the COVID-19 pandemic and associated economic disruption has put many renters in Spokane in dire circumstances, as job losses and reductions in hours have been occurring for the better part of a year; and

**WHEREAS**, although there are currently federal, state, and local eviction moratoria in place, these protective measures will end; and

**WHEREAS**, federal and state rental assistance funds have been and are continuing to be disbursed to and on behalf of tenants, and those tenants need the security that if and when those funds are paid to their landlords, the landlords will accept such payments as full payment of rent, without regard to the source of the payments; and

**WHEREAS**, the best way to prevent people from entering homelessness is to keep them housed; and

**WHEREAS**, unless we take immediate action, Spokane may see a flood of evictions in the near future when the eviction moratoria come to an end, which could exacerbate the current crisis of homelessness in Spokane.

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

**Section 1.** That section 18.01.030 of the Spokane Municipal Code is amended to read as follows:

**Section 18.01.030 Definitions**

- A. "Commission" means the Spokane Human Rights Commission.
- B. "Data management protocols" means the procedures governing how data collected by surveillance equipment will be retained, stored, indexed, and accessed. Information comprising data management protocols includes, at a minimum, the information required in SMC 18.04.020.
- C. "Disability" means the presence of a sensory, mental, or physical impairment that, whether temporary or permanent, common or uncommon, mitigated or unmitigated, a limitation or not on the ability to work generally or work at a particular job, or a limitation or not on the ability to engage in any other activity within the scope of this Title 18:
  - 1. is medically cognizable or diagnosable; or
  - 2. exists as a record or history; or

3. is perceived to exist whether or not it exists in fact.
  4. For the purposes of reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:
    - a. The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or
    - b. The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect.
  5. For purposes of this definition, a limitation is not substantial if it has only a trivial effect.
  6. For purposes of housing, a "reasonable accommodation" is an adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, where there is an identifiable relationship or nexus between the requested accommodation and the person's disability.
- D. "Discrimination" means different or unequal treatment because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, disability, the use of a guide dog or service animal, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. "Discriminate" means to treat differently or unequally because of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the use or eligibility for the use of housing choice or other subsidy program or alternative source of income. For purposes of this definition, it is discriminatory to fail to offer reasonable accommodation in housing or employment to an otherwise qualified applicant or employee with a disability, absent a showing that the accommodation would impose an undue hardship.
- E. "Dog guide" means a dog that is specifically trained for the purpose of guiding persons who are blind or a dog trained for the purpose of assisting persons with disabilities.
- F. "Domestic Violence Victim Status" means a family or household member, as defined in RCW 10.99.020(3), who has been subjected to domestic violence as defined in RCW 10.99.020(5) or who is a victim of sexual assault as defined in RCW 70.125.030.
- G. "Employee" means an individual who works for wages, salary or commission, or a combination thereof, in the service of an employer, but does not include a person



employed by a parent, grandparent, brother, sister, spouse or child. The term includes an individual who is seeking or applying for employment. This definition does not include independent contractors.

- H. “Employer” means any person acting in the interest of an employer, directly or indirectly, who employs employees within the City, or who solicits individuals within the City to apply for employment within the City, including the City of Spokane and all its boards, commissions and authorities.
- I. “Entities under common ownership” means two or more legal entities, such as corporations, limited liability companies, partnerships, and the like which are: owned by the same person(s); in which the same person(s) serve as officers and/or directors; or the majority of one of which is owned by one or more of the others. For example, if a single person owns controlling interests in several limited liability companies, all of those limited liability companies are entities under common ownership.
- J. “Family with children status” means one or more individuals who have not attained the age of eighteen years being domiciled with a parent or another person having legal custody of such individual or individuals, or with the designee of such parent or other person having such legal custody, with the written permission of such parent or other person. Families with children status also applies to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen years.
- K. “Federally-recognized tribe” means an entity listed on the Department of the Interior’s list under the Federally Recognized Indian Tribe List Act of 1994, which the Secretary currently acknowledges as an Indian tribe and with which the United States maintains a government-to-government relationship.
- L. “Gender Identity” means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- M. “Housing choice or other subsidy program” means, without limitation: (i) any short or long term federal, state or local government, private nonprofit, or other assistance program in which a tenant’s rent is paid either partially by the program (either by direct payments to the tenant or through a direct arrangement between the program and the owner or lessor of the real property), ((and)) whether paid partially by the tenant or completely by the program; or (ii) HUD-Veteran Affairs Supportive Housing (VASH) vouchers, Housing and Essential Needs (HEN) funds, and short-term rental assistance provided by Rapid Rehousing subsidies((-)), and (iii) rental assistance of any kind made in response to any type of housing emergency, such as federal, state, or local COVID-19-related relief funds, disaster relief funds, or any other type of emergency relief funds which can be used for rental assistance payments.
- N. “Impairment” includes, without limitation, any:
  - 1. physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech

- organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin and endocrine; or
2. mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
- O. “Income” means lawful, verifiable income derived from all sources, including without limitation wages, salaries or other compensation for employment; Social Security benefits; supplemental security income; unemployment benefits; retirement programs; child support; payments from the Aged, Blind or Disabled Cash Assistance Program; Refugee Cash Assistance; any federal, state, local government, private, or nonprofit-administered benefit program, including without limitation payments from any housing choice or other subsidy program as defined in this chapter; financial aid for college students; and per capita payments or distributions received from a federally-recognized tribe.
- P. “Labor organization” means an organization which is constituted for the purpose, in whole or in part, of collective bargaining or for dealing with an employer concerning grievances, terms or conditions of employment, or for other mutual aid or protection in connection with an employer.
- Q. “Marital status” means the status of being married, single, separated, divorced or widowed.
- R. “National origin” includes ancestry.
- S. “Operational protocols” means the procedures governing how and when surveillance equipment may be used and by whom and includes, at a minimum, the information required in SMC 18.04.010.
- T. “Person” includes:
1. A natural individual, partnership, association, organization, corporation, cooperative, legal representative, trustee and receiver, and any group of persons acting in concert;
  2. an owner, lessee, proprietor, manager, agent or employee, of a person, whether consisting of one or more natural persons;
  3. entities under common ownership; and
  4. any political or civil subdivisions of the City and any agency or instrumentality of the City or of any political or civil subdivision thereof.

This definition does not include the federal government or any federally-recognized tribe.

- U. “Place of public resort, accommodation, assemblage or amusement” includes, but is not limited to, any place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy, or use of any property or facilities, whether conducted for the entertainment, housing, or lodging of transient guests, or for the benefit, use, or accommodation of those seeking health, recreation, or rest, or for the burial or other disposition of human remains, or for the sale of goods, merchandise, services, or personal property, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles,

or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports, or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation, or public purposes, or public halls, public elevators, and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or educational institution, or schools of special instruction, or nursery schools, or day care centers or children's camps, provided that nothing contained in this definition shall be construed to include or apply to any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, including fraternal organizations, though where public use is permitted that use shall be covered by this section; nor shall anything contained in this definition apply to any educational facility, columbarium, crematory, mausoleum, or cemetery operated or maintained by a bona fide religious or sectarian institution.

- V. "Profiling" means actions of the Spokane Police Department, its members, or officers commissioned by the Spokane Police Department to rely on actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity.
- W. "Refugee status" means the status of a person who, under the provisions of 8 USC 1101(a)(42), is outside a country of that person's nationality or, in the case of a person having no nationality, is outside any country in which that person last habitually resided, and who is unable or unwilling to return to, and is unable or unwilling to avail himself or herself of the protection of, that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group, or political opinion.
- X. "Service animal" means an animal that is trained for the purposes of assisting or accommodating a person with a disability.
- Y. "Sex" means gender.
- Z. "Sexual orientation" means heterosexuality, homosexuality, bisexuality and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.
- AA. "Surveillance equipment" means equipment capable of capturing or recording data, including images, videos, photographs or audio operated by or at the direction of a City department that may deliberately or inadvertently capture activities of individuals on public or private property, regardless of whether "masking" or other technology might be used to obscure or prevent the equipment from capturing certain views. "Surveillance equipment" includes drones or

unmanned aircraft and any attached equipment used to collect data. “Surveillance equipment” does not include the following equipment which are in use by the City of Spokane as of March 1, 2017:

1. handheld or body-worn devices (e.g., “bodycams”) used by law enforcement;
2. cameras installed in or on a police vehicle (e.g., “dashcams”);
3. cameras installed in or on any City-owned vehicle, including without limitation fire trucks, emergency vehicles, utility vehicles and street maintenance vehicles, which are intended to ensure the safe operation of the vehicle;
4. cameras installed along a public right-of-way to record traffic patterns and/or traffic violations;
5. cameras intended to record activity inside or at the entrances to City buildings for security purposes; or
6. cameras installed to monitor and protect the physical integrity of City infrastructure, including without limitation fire stations and utility service facilities.

**Section 2.** That section 18.03.010 of the Spokane Municipal Code is amended to read as follows:

**Section 18.03.010 Prohibited Practices**

- A. It is a violation of this chapter for any person to discriminate by:
1. refusing to sell, lease, rent or otherwise make available any offered real property;
  2. expelling a purchaser, lessee or renter from any real property;
  3. altering the price, terms, conditions or privileges relating to the sale, rental, lease or occupancy of real property, or in the furnishing of any facilities or services in connection with real property;
  4. attempting to discourage the sale, rental or lease of any real property to a purchaser, lessee or renter;
  5. publishing, circulating, issuing or displaying, or causing to be published, circulated, issued or displayed, any communication, notice, advertisement or sign of any kind relating to the sale, rental or lease of real property which indicates any preference, limitation or specification with respect thereto;
  6. assisting, inducing, compelling or coercing another person to commit an act or engage in a practice that violates this subsection;
  7. coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of having aided or encouraged any other person in the exercise of, any right granted or protected by this subsection((-));
  8. refusing to rent to an applicant due to the source of the applicant’s income or because the applicant is the recipient of or is eligible for any form of housing choice or other subsidy program;

9. refusing to accept rental payments made or offered from any housing choice or subsidy program from, or on behalf of, a tenant;
  10. refusing to accept payment for rent because of the source of the income from which the payment is made;
  11. refusing to participate in or comply with all terms and conditions of any housing choice or subsidy program for which a tenant applies or receives funds, benefits, or under which payments are made on behalf of the tenant, or is eligible to receive such funds, benefits, or payments; or
  12. evicting a tenant for non-payment of rent when rental payment is made or offered from any housing choice or subsidy program.
- B. No person whose business includes engaging in residential real estate related transactions may discriminate in making available or in the terms and conditions of such a transaction. "Residential real estate related transaction" means the making or purchasing of loans or providing other financial assistance for purchasing, construction, improving, repairing or maintaining a dwelling or securing residential real estate, or the selling, brokering or appraising of residential real property.
- C. No real estate licensee may accept or retain a listing of real property for sale, lease or rental with an understanding that a purchaser may be discriminated against with respect to the sale, rental or lease.
- D. No person may for profit induce or attempt to induce any other person to sell or rent any dwelling by representations regarding entry or prospective entry into the neighborhood of a person or person of a particular race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, or the presence of any sensory, mental or physical disability as defined by the American with Disabilities Act and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW.

**Section 2.** That this ordinance is necessary for the immediate preservation of the public peace, health, or safety or for the immediate support of City government and its existing public institutions , and will therefore be effective immediately upon passage by a vote of one more than a majority of the City Council, pursuant to Section 19(A) of the Spokane City Charter.

**PASSED** by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

DRAFT



## Office of the Washington State Auditor

### Pat McCarthy

### **Exit Conference: City of Spokane**

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independent and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share the results of your audit and our draft reporting. We value and appreciate your participation.

#### **Audit Reports**

We will publish the following reports:

- Accountability audit for January 1, 2019 through December 31, 2019 - see draft report.

#### **Audit Highlights**

- We appreciate the City's commitment to safeguarding public funds and developing control systems that ensure compliance with laws and regulations.
- We would like to thank the City directors, management, and staff for their professionalism and for making every effort to provide us with requested documents timely.

#### **Recommendations not included in the Audit Reports**

##### **Exit Items**

We have provided exit recommendations for management's consideration. Exit items address control deficiencies or non-compliance with laws or regulation that have an insignificant or immaterial effect on the entity, or errors with an immaterial effect on the financial statements. Exit items are not referenced in the audit report.

#### **Finalizing Your Audit**

##### **Report Publication**

Audit reports are published on our website and distributed via e-mail in an electronic .pdf file. We also offer a subscription service that allows you to be notified by email when audit reports are released or posted to our website. You can sign up for this convenient service at: <https://portal.sao.wa.gov/SAOPortal/>

##### **Management Representation Letter**

We have included a copy of representations requested of management.

##### **Audit Cost**

At the entrance conference, we estimated the cost of the audit to be \$150,000 and actual audit costs will approximate that amount.

## **Your Next Scheduled Audit**

Your next audit is scheduled to be conducted in May 2021 and will cover the following general areas:

- Financial Statement [including Comprehensive Annual Financial Report Opinion Letter]
- Federal Programs

The estimated cost for the next audit based on current rates is \$260,000 plus travel expenses. This preliminary estimate is provided as a budgeting tool and not a guarantee of final cost.

## **Working Together to Improve Government**

### **Audit Survey**

When your report is released you will receive an audit survey from us. We value your opinions on our audit services and hope you provide feedback.

### **Local Government Support Team**

This team provides support services to local governments through technical assistance, comparative statistics, training, and tools to help prevent and detect a loss of public funds. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions. Additionally this team assists with the online filing of your financial statements.

### **The Center for Government Innovation**

The Center for Government Innovation of the Office of the Washington State Auditor is designed to offer services specifically to help you help the residents you serve at no additional cost to your government. What does this mean? We provide expert advice in areas like Lean, peer-to-peer networking and culture-building to help local governments find ways to be more efficient, effective and transparent. The Center can help you by providing assistance in financial management, cybersecurity and more. Check out our best practices and other resources that help local governments act on accounting standard changes, comply with regulations, and respond to recommendations in your audit. The Center understands that time is your most precious commodity as a public servant, and we are here to help you do more with the limited hours you have. If you are interested in learning how we can help you maximize your effect in government, call us at (564) 999-0818 or email us at [Center@sao.wa.gov](mailto:Center@sao.wa.gov).

### **Questions?**

Please contact us with any questions about information in this document or related audit reports.

**Kelly Collins, CPA, Director of Local Audit, (564) 999-0807, [Kelly.Collins@sao.wa.gov](mailto:Kelly.Collins@sao.wa.gov)**

**Brandi Pritchard, CFE, Assistant Director of Local Audit, (360) 489-4591, [Brandi.Pritchard@sao.wa.gov](mailto:Brandi.Pritchard@sao.wa.gov)**

**Alisha Shaw, Program Manager, (509) 329-3702, [Alisha.Shaw@sao.wa.gov](mailto:Alisha.Shaw@sao.wa.gov)**

**Tara Alfano, Assistant Audit Manager, (509) 329-3702, [Tara.Alfano@sao.wa.gov](mailto:Tara.Alfano@sao.wa.gov)**

**Breanna Perry, Audit Lead, (509) 329-3702, [Breanna.Perry@sao.wa.gov](mailto:Breanna.Perry@sao.wa.gov)**





CITY OF SPOKANE  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3327  
509.625.6250

March 15, 2021

Washington State Auditor's Office  
316 W. Boone Avenue, Ste. 680  
Spokane, WA 99201

To the Office of the Washington State Auditor:

We are providing this letter in connection with your accountability audit of the City of Spokane for the period from January 1, 2019 through December 31, 2019. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.


Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.


**General Representations:**

1. We have provided you with unrestricted access to people you wished to speak with and made available requested and relevant information of which we are aware, including:
  - a. Financial records and related data.
  - b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
  - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
  - d. Communications from regulatory agencies, government representatives or others concerning possible material noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.
  - e. Related party relationships and transactions.
  - f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.
2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.

3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of laws, regulations, contracts and grant agreements.
6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
7. We have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.
8. We have no knowledge of any loss of public funds or assets or other illegal activity, or any allegations of fraud or suspected fraud involving management or employees.
9. In accordance with RCW 43.09.200, all transactions have been properly recorded in the financial records.
10. We are responsible for taking corrective action on audit findings and have developed a corrective action plan.



Nadine Woodward  
Mayor



Sally Stopher  
Director of Grants, Contracts,  
and Purchasing

## **Priority Based Budgeting**

Priority Based Budgeting is the process of using data to strategically allocate limited resources based on effectiveness of a program or service towards the achievement of goals and objectives that are most significant to the community.

### **April – Preparing**

- **April 19** - F&A Committee – **2022 Planning Calendar\_DRAFT**
- **April 22** - Study session
  - **2020 Year-end Review & 2020 COVID Revenue Loss Report**
  - **Watch list & unfunded capital list**
- Department Strategic Planning Update – department should be reviewing their existing plans and identifying progress, new initiatives/projects, and priorities for 2022
  - Strategic Team Leaders coordinate discussions
- Capital Improvement Plan Update – departments submit new and updated projects
- *Questica project begins*

### **May – Building a Foundation**

- **May 10-21** – Mayoral Priority Initiative Retreat
  - Financial highlights and 2022 projections
  - Strategic Group priority discussions
- **May 20** – Study Session
  - **Economic Summit**
  - **Long-term Financial Projections**
- Capital Review Committee meets

### **June – Prioritizing**

- **June 25** – **City Council Goal Setting and 2022 Trial Budget Discussion**
- *System work starts behind the scenes.*
- CIP – Administrator/Mayor review

### **July - Creating**

- Departments prepare their budgets based on identified priorities
- CIP Committee/Mayor review process completes

### **August – Reviewing**

- Management & Budget Office reviews all submissions & prepares documents
- **Aug. TBD** - Executive Budget Workshop - Administration reviews all submissions

### **September – Collaborating**

- Sept. 1 – Draft CIP to Planning Commission
- Sept. 8 – CIP Consistency Review Workshop with Planning Commission
- **Sept. 27 – 2022 Mayor’s Proposed Operating Budget**

### **October – Presenting**

- **Oct. 7 – Health & Public Safety Budget Priorities and Review**
- **Oct. 13 – CIP Update Hearing**
- **Oct. 14 – Urban Experience Budget Priorities and Review**
- **Oct. 21 – Finance & Administration Priorities and Review**
- **Oct. 28 – Infrastructure, Environmental, & Sustainability Priorities and Review**
- Oct. 1 – 31 – Publication notice of proposed revenue sources and budget

### **November - Deliberating**

- **Nov. 8 – Virtual Community Connection – Proposed Revenue and Levy Setting Public Hearing**
- **Nov. 15 – Virtual Community Connection – Proposed 2022 Budget Public Hearing**
- Nov. 30 – Property tax levies set by ordinance and files with the County

### **December – Adopting**

- **Dec. 6 – Final day of 2022 Budget Public Hearing**
- Dec. 31 – Budget adoption

# MEMO



**Finance Division**  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3313  
(509) 625-6845

**Tonya Wallace**  
Chief Financial Officer

To: Mayor Woodward, Council President Beggs, & City Council Members

From: Tonya Wallace, Chief Financial Officer

Date: April 15, 2021

Subject: General Fund Update

---

Attached for your information is an update of changes in the General Fund through March 2021.

Please let us know if you have any questions.

2021 Budget as of 3/31/21	\$213,058,311
2021 Adopted Budget	<u>\$208,569,897</u>
Net Addition to Budget	\$ 4,488,414

TW: ab  
pc: City Administrator Johnnie Perkins

Attachment

**ALL CHANGES INCREASING OR DECREASING THE GENERAL FUND AS OF MARCH 31, 2021**

Date	Department	Reason	Additional Expenditure	From Unapp. Reserves	From Add'l Revenue	Encumbrance Carryover	Operating Transfer In	Reference Document
1/13/2021	Public Defender	Washington State Office of Public Defense Grant	\$50,000.00		\$ 50,000.00			C36002
1/31/2021	General Fund	Encumbrance Carryover	\$4,122,894.00			\$ 4,122,894.00		C36007
3/10/2021	General Fund	Non-Departmental transfer out to Arterial Streets related to the East Sprague Project	\$225,713.00	\$225,713.00				C36020
3/24/2021	General Fund	Council Grant Award	\$10,000.00		\$ 10,000.00			C36030
3/31/2021	General Fund	Engineering for Admin Specialist coming from Public Works	\$79,807.00				\$79,807.00	C36031
		<b>Total</b>	<b>\$4,488,414.00</b>	<b>\$225,713.00</b>	<b>\$60,000.00</b>	<b>\$4,122,894.00</b>	<b>\$ 79,807.00</b>	

# MEMO



**Finance Division**  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3313  
(509) 625-6845

**Tonya Wallace**  
Chief Financial Officer

To: Mayor Woodward, Council President Beggs, & City Council Members

From: Tonya Wallace, Chief Financial Officer

Date: April 15, 2021

Subject: Intrafund Budget Transfer Report for March 2021

---

In accordance with SMC 7.09 – Intrafund Budget Transfers, Section 7.09.020 - Report required, attached please find the report for March 2021.

Please let us know if you have any questions.

TW/ab

pc: City Administrator Johnnie Perkins

Attachment

**Intrafund Budget Transfers**  
**Per SMC 7.09.020**  
**Report for March 2021**

<b>FUND/DEPT</b>	<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
0350 - General Fund	Community Centers	Community Centers	\$9,257	CHAS Dental Clinic Construction
0370 - Engineering Services	Engineering Services	Engineering Services	\$47,069	Downgrade of vacant position for hiring
0680 - General Fund	SR Police Officer	Police Officer	\$123,130	Downgrade of vacant position for hiring
0680 - Police	SR Police Officer	Minor Equipment	\$243,241	Utilize salary savings for equipment
1760 - Emergency Rental Assist Grant	Emergency Rental Assist Grant	Emergency Rental Assist Grant	\$69,553	Position reclassification
1970 - Fire	Fire/EMS	Fire/EMS	\$27,760	Replacement vehicle for Prevention resulting from windstorm damage
1970 - Fire	Fire/EMS	Fire/EMS	\$16,615	Replacement of engine in Brush Truck 6/163
4100 - Water	Water Division	Water Division	\$53,323	Progressive Promotion
4250 - ICM	Integrated Capital Management	Integrated Capital Management	\$20,000	Gavin Cooley's hours working on Path's & Trails
4330 - Sewer Fund	Stormwater	Stormwater	\$28,000	Downgrade of vacant position for hiring
4500 - Solid Waste Collection	Solid Waste Collection	Solid Waste Collection	\$1,000,000	Purchase of carts for bi-weekly recycling program
4600 - Golf	Golf	Golf	\$2,000	Purchase of credit card terminals
4700 - Developer Servcies Center	Developer Services Center	Developer Services Center	\$53,578	Progressive promotion





# **CITY OF SPOKANE**

## **Quarterly Investment Report**

### **As of March 31, 2021**

---

April 19, 2021

This report presents the City's investment portfolio for the quarter ending March 31, 2021. It has been prepared to comply with regulations contained in Washington State RCW 35.39 and Spokane Municipal Code Chapter 7.15. The report includes all investments managed by the City. As required, the report provides information on the investment type, issuer, maturity date, cost, and current market value for each security.

The investment objectives of the City of Spokane are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all operating and capital spending requirements; and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated monthly to the various funds based on the respective fund's average monthly investment balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, the city is able to benefit from economies of scale, diversification, liquidity, and ease of administration.

The City retains direct control of its investments. Primarily, investments are held by the City in a safekeeping account with Bank of New York Mellon. Exceptions to this rule would include investments held by trustees related to bond financings, which are held by US Bank, and Spokane Investment Pool Loans.

#### ***Investment Portfolio Benefits all Funds***

The City's cash and investment portfolio represents money from all City funds with the exception of Employee Retirement, Police Pension, and Fire Pension funds. City funds include the General Fund, enterprise funds, internal service funds, capital projects funds, and other funds which are restricted to specific purposes.

In general, monies held by the City are either allocated by the City Council for spending or are purposefully retained in reserve. For example, the money in the Capital Outlay Funds have been identified to provide particular capital projects for the community and there is a plan for spending down the cash balance as the projects progress. In the General Fund, approximately \$21.1 million is purposely held in reserve to meet the City's contingency reserve policy of 10% of operating expenditures. In addition, approximately \$7.4 million is purposely held to meet the City's Revenue Stabilization policy of 3.5% of operating revenues.

## Quarterly Investment Report

### *Current Cash and Investment Summary*

The following is a summary of the City's cash and investments based on market value as of March 31, 2021, compared with the prior quarter:

	December 31, 2020	March 31, 2021	Percent of Total
Cash	\$84,927,534	\$65,684,641	16.17%
Fixed Income	274,144,596	296,759,380	73.06%
SIP Loans	41,763,648	43,763,648	10.77%
<b>TOTAL</b>	<b>\$400,835,778</b>	<b>\$406,207,669</b>	<b>100.00%</b>

There are a number of factors which result in changes in cash and investment balances from month to month and quarter to quarter. Often they are the result of the receipt of revenues or a large disbursement. Some major City revenues are received on a periodic rather than a monthly basis. For example, the majority of City Property Taxes are received in May and November of each year. On the disbursement side, payments for bonded indebtedness or large capital projects can reduce the portfolio substantially in the quarter that they occur. Significant fluctuations of this type will be discussed in the following section of this report.

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At March 31, 2021, the market value of the portfolio was \$7,504,897 more than the cost basis. The difference is an unrealized gain due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of March 31, 2021 was 1.20%. The effective rate of *return* for the 1<sup>st</sup> quarter was 1.23%.

As of March 31, 2021, the investment portfolio was in compliance with all State laws, the City's Statement of Investment Policy and the City's investment management plan.

### *Summary of Activity for the Quarter and Future Liquidity*

With the exception of tax receipts which have been impacted by the COVID-19 environment and related deferral programs, cash receipts and disbursements are generally consistent with past trends for the quarter. The cash management program contains enough liquidity to meet at least the next three months of expected expenditures by the City.

#### Transactions:

- Maturities:
  - \$5 Mil FFLMC Zero Coupon, due 1/15/2021 – 1.840% YTM
- Calls:
  - \$4 Mil FFCB .23, due 12/31/2021 – .264% YTM
- Purchases:
  - \$5 Mil – FFCB .59, due 2/17/26 (callable at 8/17/2021) – .633% YTM
  - \$5 Mil – FAMC .22, due 12/15/23 – .220% YTM
  - \$5 Mil – FFCB .11, due 3/1/23 (callable at 9/1/21) – .130% YTM

- \$10 Mil – FFCB .10, due 2/24/23 - .141% YTM
- \$10 Mil – FFCB .10, due 2/24/23 - .140% YTM

***Report Contents and Distribution.*** This report includes the following three schedules on the City's portfolio as of March 31, 2021; Summary of Investment Portfolio; Investment Detail; and Summary of Investment Portfolio Liquidity.

If you have any questions concerning this report, or require additional information, contact Tonya Wallace, Chief Financial Officer at (509) 625-6585 or Jake Hensley, Treasury Manager at (509) 625-6074.

## **DISTRIBUTION LIST**

### **Administration**

Nadine Woodward – Mayor

Scott Simmons – Acting City Administrator

### **City Council**

Breean Beggs – Council President

Kate Burke – Council Member

Michael Cathcart – Council Member

Lori Kinnear – Council Member

Candace Mumm – Council Member

Karen Stratton – Council Member

Betsy Wilkerson – Council Member

### **Investment Oversight Committee**

Tonya Wallace – Chief Financial Officer

Phillip Tencick – Retirement Director

Jake Hensley – Treasury Manager

Candace Mumm – Council Member

TBD – Community Member

TBD – Community Member

# CITY OF SPOKANE

As of March 31, 2021

## SUMMARY OF INVESTMENTS

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account	NA	NA	\$1,220,785
<b>Investments</b>			
Local Government Investment Pool	15.9%	0.11%	\$64,463,857
US Bank- Treasurer's Cash	0.0%	0.00%	-
Federal Agency Coupon Securities	56.4%	1.28%	228,444,949
Federal Agency Strip Bonds	9.4%	2.76%	38,031,631
Treasury Coupon Securities	7.5%	1.62%	30,282,800
SIP Loans	10.8%	0.84%	43,763,648
<b>Total Investments</b>	<b>100.0%</b>	<b>1.20%</b>	<b>\$404,986,884</b>
<b>Total Checking Account + Investments</b>			<b>\$406,207,669</b>

## SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY

INVESTMENT AGING		
	Percent of Portfolio	Market Value
Overnight	15.9%	64,463,857
Within Three Months	2.1%	8,575,354
Three to Six Months	6.2%	25,042,286
Six Months to One Year	11.5%	46,477,370
One to Five Years	48.5%	196,317,864
Over Five Years	15.8%	64,110,155
<b>TOTAL</b>	<b>100.0%</b>	<b>\$404,986,884</b>

# CITY OF SPOKANE

As of March 31, 2021

---

## INVESTMENT PERFORMANCE

### BENCHMARK COMPARISON

The City of Spokane maintains certain performance objectives for its investments. The overall performance objective for the portfolio is to earn a total rate of return over the market cycle that equals or exceeds the market index. In order to achieve this objective, the portfolio invests in high-quality money market instruments, rolling repurchase agreements, US Treasury securities, Agency securities, to maintain an average maturity of no longer than 3 years. The City generally invests in securities maturing in 5 years or less, except in such circumstances where the maturity of such investments coincide with an identifiable cash flow. To monitor the achievement of this objective, the City uses a "Benchmark" to compare to. Currently, the benchmark used by the City is the Treasury Yield relevant to the Weighted Average Maturity of the Portfolio. Below is a summary of the quarterly results as compared to the benchmark. While the City strives to achieve this performance objective every month, the goal is assumed to be met on an annual basis. The City of Spokane is currently outperforming its benchmark.

#### **Benchmark Comparison for the Quarter Ended 3/31/2021**

	<u>Benchmark</u>	<u>3/31/2021</u>	<u>12/31/2020</u>
Average Maturity (yrs)	3	2.48	2.49
Average Market Yield	.97%	1.20%	1.24%
Average Quality		AA/Aa1	AA/Aa1
Total Market Value		\$404,986,884	\$399,693,919

The following pages provide a summary of the portfolio, as well as a detailed holding report, for the previous month.



**SIP Investment Portfolio  
Portfolio Management  
Portfolio Summary  
March 31, 2021**

City of Spokane  
808 W. Spokane Falls Blvd  
Treasury Department  
Spokane, WA 99201

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 360 Equiv.</b>	<b>YTM 365 Equiv.</b>
LGIP-Treasurers Cash	64,463,856.69	64,463,856.69	64,463,856.69	16.22	1	1	0.112	0.113
Federal Agency Coupon Securities	221,887,000.00	228,444,948.92	223,635,247.28	56.26	2,077	826	1.258	1.275
Treasury Coupon Securities	30,000,000.00	30,282,800.00	29,986,262.30	7.54	715	233	1.595	1.617
SIP Loan - Internal	43,763,647.95	43,763,647.95	43,763,647.95	11.01	1,825	1,738	0.832	0.844
Strip Bonds	42,750,000.00	38,031,630.83	35,632,973.01	8.96	4,395	2,604	2.722	2.759
<b>Investments</b>	<b>402,864,504.64</b>	<b>404,986,884.39</b>	<b>397,481,987.23</b>	<b>100.00%</b>	<b>1,818</b>	<b>907</b>	<b>1.182</b>	<b>1.198</b>
<b>Cash and Accrued Interest</b>								
Accrued Interest at Purchase		444.44	444.44					
Subtotal		444.44	444.44					
<b>Total Cash and Investments</b>	<b>402,864,504.64</b>	<b>404,987,328.83</b>	<b>397,482,431.67</b>		<b>1,818</b>	<b>907</b>	<b>1.182</b>	<b>1.198</b>

<b>Total Earnings</b>	<b>March 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	398,553.38	1,184,754.87
<b>Average Daily Balance</b>	<b>389,486,524.88</b>	
<b>Effective Rate of Return</b>	<b>1.20%</b>	

Jacob Hensley, Treasury Manager

Reporting period 03/01/2021-03/31/2021

Run Date: 04/02/2021 - 15:07

Portfolio SIPI  
AP  
PM (PRF\_PM1) 7.3.0  
Report Ver. 7.3.6.1

**SIP Investment Portfolio**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**March 31, 2021**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>LGIP-Treasurers Cash</b>												
SYSLGIP	LGIP	WA Local Government Investment			64,463,856.69	64,463,856.69	64,463,856.69	0.113	0.112	0.113	1	
<b>Subtotal and Average</b>			<b>61,256,905.53</b>		<b>64,463,856.69</b>	<b>64,463,856.69</b>	<b>64,463,856.69</b>		<b>0.112</b>	<b>0.113</b>	<b>1</b>	
<b>Federal Agency Coupon Securities</b>												
3132X0GC9	20160048	Federal Agricultural Mtg Corp		05/19/2016	1,500,000.00	1,552,695.00	1,499,856.52	1.920	1.899	1.925	757	04/28/2023
31422XBV3	20210002	Federal Agricultural Mtg Corp		03/15/2021	5,000,000.00	4,986,100.00	5,000,000.00	0.220	0.217	0.220	988	12/15/2023
3133ECKQ6	20160043	Federal Farm Credit Bank		04/21/2016	2,000,000.00	2,037,620.00	2,007,297.27	2.000	1.597	1.619	368	04/04/2022
3133EGYR0	20160074	Federal Farm Credit Bank		10/17/2016	10,000,000.00	10,462,800.00	10,000,000.00	1.820	1.795	1.820	1,295	10/17/2024
3133EGYR0	20160075	Federal Farm Credit Bank		10/17/2016	10,000,000.00	10,462,800.00	10,000,000.00	1.820	1.795	1.820	1,295	10/17/2024
3133EGZJ7	20160076	Federal Farm Credit Bank		10/25/2016	7,000,000.00	7,049,560.00	6,999,460.53	1.375	1.370	1.389	207	10/25/2021
3133ELB60	20200002	Federal Farm Credit Bank		06/26/2020	7,000,000.00	7,000,980.00	6,999,731.67	0.150	0.173	0.175	55	05/26/2021
3133EMHE5	20200027	Federal Farm Credit Bank		12/09/2020	5,000,000.00	4,998,850.00	4,998,736.29	0.170	0.183	0.185	608	11/30/2022
3133EMKG6	20200028	Federal Farm Credit Bank		12/18/2020	5,000,000.00	4,992,800.00	4,999,557.41	0.200	0.201	0.204	805	06/15/2023
3133EMQX3	20210001	Federal Farm Credit Bank		02/22/2021	5,000,000.00	4,914,550.00	4,989,728.13	0.590	0.624	0.633	1,783	02/17/2026
3133EMSE3	20210003	Federal Farm Credit Bank		03/01/2021	5,000,000.00	4,989,050.00	4,998,083.33	0.110	0.128	0.130	699	03/01/2023
3133EMRQ7	20210004	Federal Farm Credit Bank		03/02/2021	10,000,000.00	9,987,800.00	9,992,325.84	0.100	0.139	0.141	694	02/24/2023
3133EMRQ7	20210005	Federal Farm Credit Bank		03/02/2021	10,000,000.00	9,987,800.00	9,992,421.77	0.100	0.138	0.140	694	02/24/2023
313382AX1	20160028	Federal Home Loan Bank		03/30/2016	16,575,000.00	17,199,877.50	16,683,258.88	2.125	1.742	1.766	708	03/10/2023
313382AX1	20160031	Federal Home Loan Bank		03/30/2016	10,000,000.00	10,377,000.00	10,066,421.78	2.125	1.736	1.760	708	03/10/2023
313378CR0	20160040	Federal Home Loan Bank		04/21/2016	5,000,000.00	5,100,850.00	5,028,487.83	2.250	1.593	1.615	344	03/11/2022
3133XRWN6	20160042	Federal Home Loan Bank		04/21/2016	5,710,000.00	6,384,465.20	6,134,260.92	5.220	1.827	1.852	865	08/14/2023
313382AX1	20160044	Federal Home Loan Bank		04/21/2016	4,460,000.00	4,628,142.00	4,487,661.72	2.125	1.760	1.784	708	03/10/2023
3130A3DL5	20160063	Federal Home Loan Bank		08/18/2016	15,000,000.00	15,764,850.00	15,275,944.25	2.375	1.553	1.574	890	09/08/2023
3130AHSR5	20200001	Federal Home Loan Bank		06/26/2020	4,000,000.00	4,044,160.00	4,040,576.67	1.625	0.209	0.212	263	12/20/2021
3137EAEC9	20160064	Federal Home Loan Mtg Corp		08/17/2016	14,945,000.00	15,003,285.50	14,935,347.36	1.125	1.291	1.309	133	08/12/2021
3137EAEC9	20160066	Federal Home Loan Mtg Corp		08/18/2016	10,000,000.00	10,039,000.00	9,993,020.64	1.125	1.306	1.324	133	08/12/2021
3134GXGQ1	20200026	Federal Home Loan Mtg Corp		12/15/2020	10,000,000.00	9,998,600.00	10,000,000.00	0.200	0.197	0.200	623	12/15/2022
3136G02F7	20160020	Federal National Mtg Assn		03/08/2016	1,572,000.00	1,574,373.72	1,571,969.71	1.600	1.598	1.620	36	05/07/2021
3135G0K36	20160049	Federal National Mtg Assn		05/19/2016	10,000,000.00	10,572,300.00	9,971,443.92	2.125	2.158	2.188	1,849	04/24/2026
3135G0K36	20160055	Federal National Mtg Assn		07/12/2016	15,000,000.00	15,858,450.00	15,272,859.16	2.125	1.709	1.733	1,849	04/24/2026
742651DM1	20160047	Private Export Funding		05/19/2016	2,125,000.00	2,184,840.00	2,147,324.58	2.800	1.783	1.808	409	05/15/2022
742651DT6	20160052	Private Export Funding		05/23/2016	15,000,000.00	16,291,350.00	15,549,471.10	3.550	2.091	2.120	1,019	01/15/2024
<b>Subtotal and Average</b>			<b>220,759,608.98</b>		<b>221,887,000.00</b>	<b>228,444,948.92</b>	<b>223,635,247.28</b>		<b>1.258</b>	<b>1.275</b>	<b>826</b>	

Portfolio SIPI  
AP  
PM (PRF\_PM2) 7.3.0

Run Date: 04/02/2021 - 15:13

Report Ver. 7.3.6.1



**SIP Investment Portfolio**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**March 31, 2021**

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Treasury Coupon Securities</b>												
912828T67	20190010	U.S. Treasury		12/06/2019	20,000,000.00	20,139,000.00	19,957,380.85	1.250	1.600	1.623	213	10/31/2021
912828U81	20190011	U.S. Treasury		12/06/2019	10,000,000.00	10,143,800.00	10,028,881.45	2.000	1.584	1.606	274	12/31/2021
<b>Subtotal and Average</b>			<b>29,984,842.05</b>		<b>30,000,000.00</b>	<b>30,282,800.00</b>	<b>29,986,262.30</b>		<b>1.595</b>	<b>1.617</b>	<b>233</b>	
<b>SIP Loan - Internal</b>												
CLID219	20130047-1	CLID		12/31/2020	51,229.53	51,229.53	51,229.53	3.740	3.689	3.740	532	09/15/2022
CLID221	20130048-1	CLID		12/31/2020	53,837.21	53,837.21	53,837.21	2.290	2.259	2.290	1,232	08/15/2024
CLID222	20140009-1	CLID		12/31/2020	77,214.71	77,214.71	77,214.71	4.650	4.586	4.650	1,658	10/15/2025
CLID223	20140078-1	CLID		12/31/2020	327,909.80	327,909.80	327,909.80	3.150	3.107	3.150	2,040	11/01/2026
CLID224A	20150090-1	CLID		12/31/2020	164,769.74	164,769.74	164,769.74	3.000	2.959	3.000	1,705	12/01/2025
RES20-0034	20200004-1	Property Acquisition Fund		12/31/2020	2,389,011.63	2,389,011.63	2,389,011.63	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200005-1	Property Acquisition Fund		12/31/2020	2,500,000.00	2,500,000.00	2,500,000.00	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200006-1	Property Acquisition Fund		12/31/2020	200,334.63	200,334.63	200,334.63	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200007-1	Property Acquisition Fund		12/31/2020	219,612.36	219,612.36	219,612.36	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200008-1	Property Acquisition Fund		12/31/2020	1,308,858.34	1,308,858.34	1,308,858.34	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200009-1	Property Acquisition Fund		12/31/2020	1,108,837.65	1,108,837.65	1,108,837.65	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200010-1	Property Acquisition Fund		12/31/2020	1,713,667.02	1,713,667.02	1,713,667.02	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200011-1	Property Acquisition Fund		12/31/2020	592,741.71	592,741.71	592,741.71	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200012-1	Property Acquisition Fund		12/31/2020	2,738,875.70	2,738,875.70	2,738,875.70	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200013-1	Property Acquisition Fund		12/31/2020	79,854.50	79,854.50	79,854.50	0.810	0.799	0.810	1,735	12/31/2025
RES20-0034	20200014-1	Property Acquisition Fund		12/31/2020	418,512.26	418,512.26	418,512.26	0.810	0.799	0.810	1,735	12/31/2025
RES20-0033	20200015-1	Property Acquisition Fund		12/31/2020	2,927,080.00	2,927,080.00	2,927,080.00	0.810	0.799	0.810	1,735	12/31/2025
ORD35911	20200016-2	Property Acquisition Fund		12/31/2020	3,639,970.50	3,639,970.50	3,639,970.50	0.810	0.799	0.810	1,735	12/31/2025
RES20-0050-1	20200017-1	Property Acquisition Fund		12/31/2020	912,000.00	912,000.00	912,000.00	0.810	0.799	0.810	1,735	12/31/2025
RES20-0065	20200018-1	Property Acquisition Fund		12/31/2020	880,424.71	880,424.71	880,424.71	0.760	0.750	0.760	1,735	12/31/2025
RES20-0065	20200019-1	Property Acquisition Fund		12/31/2020	991,015.30	991,015.30	991,015.30	0.760	0.750	0.760	1,735	12/31/2025
RES20-0065	20200020-1	Property Acquisition Fund		12/31/2020	2,313,337.68	2,313,337.68	2,313,337.68	0.760	0.750	0.760	1,735	12/31/2025
RES20-0065	20200021-1	Property Acquisition Fund		12/31/2020	2,983,708.09	2,983,708.09	2,983,708.09	0.760	0.750	0.760	1,735	12/31/2025
RES20-0065	20200022-1	Property Acquisition Fund		12/31/2020	3,862,053.02	3,862,053.02	3,862,053.02	0.760	0.750	0.760	1,735	12/31/2025
RES20-0065	20200023-1	Property Acquisition Fund		12/31/2020	3,928,619.86	3,928,619.86	3,928,619.86	0.760	0.750	0.760	1,735	12/31/2025
RES20-0076	20200024-1	Property Acquisition Fund		12/31/2020	3,880,172.00	3,880,172.00	3,880,172.00	0.770	0.759	0.770	1,705	12/01/2025
RES20-0075	20200025-1	Property Acquisition Fund		12/31/2020	1,500,000.00	1,500,000.00	1,500,000.00	0.770	0.759	0.770	1,705	12/01/2025
RES21-0016	20210006	Property Acquisition Fund		03/30/2021	2,000,000.00	2,000,000.00	2,000,000.00	1.210	1.193	1.210	1,887	06/01/2026
<b>Subtotal and Average</b>			<b>41,892,680.21</b>		<b>43,763,647.95</b>	<b>43,763,647.95</b>	<b>43,763,647.95</b>		<b>0.832</b>	<b>0.844</b>	<b>1,738</b>	

Portfolio SIPI  
AP  
PM (PRF\_PM2) 7.3.0

**SIP Investment Portfolio  
Portfolio Management  
Portfolio Details - Investments  
March 31, 2021**

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
<b>Strip Bonds</b>												
3134A4CA0	20160039	Federal Home Loan Mtg Corp		04/21/2016	2,735,000.00	2,680,135.90	2,545,255.22		2.210	2.241	1,263	09/15/2024
31364EAV6	20160045	Federal National Mtg Assn		05/19/2016	15,000,000.00	13,621,650.00	12,721,779.74		2.726	2.763	2,381	10/08/2027
31364EBA1	20160051	Federal National Mtg Assn		05/19/2016	9,870,000.00	8,850,132.90	8,231,900.70		2.814	2.853	2,548	03/23/2028
31358C4V5	20160032	Federal National MtgAss Strip		04/18/2016	1,252,000.00	1,161,367.72	1,092,539.85	2.146	2.498	2.532	2,137	02/06/2027
31359YQF7	20160037	Federal National MtgAss Strip		04/18/2016	7,893,000.00	6,572,264.31	6,208,783.80	2.265	2.802	2.841	3,392	07/15/2030
3134A3U53	20160036	FRE PRIN STRIP		04/18/2016	6,000,000.00	5,146,080.00	4,832,713.70		2.770	2.809	3,089	09/15/2029
<b>Subtotal and Average</b>			<b>35,592,488.11</b>		<b>42,750,000.00</b>	<b>38,031,630.83</b>	<b>35,632,973.01</b>		<b>2.722</b>	<b>2.759</b>	<b>2,604</b>	
<b>US Bank- Treasurers Cash</b>												
SYSUSBANK	USBANK- SIP	US Bank			0.00	0.00	0.00	0.002	0.002	0.002	1	
<b>Subtotal and Average</b>			<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>	
<b>Total and Average</b>			<b>389,486,524.88</b>		<b>402,864,504.64</b>	<b>404,986,884.39</b>	<b>397,481,987.23</b>		<b>1.182</b>	<b>1.198</b>	<b>907</b>	

**SIP Investment Portfolio  
Portfolio Management  
Portfolio Details - Cash  
March 31, 2021**

Page 4

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
<b>Average Balance</b>			<b>0.00</b>	Accrued Interest at Purchase		444.44	444.44				<b>0</b>
				Subtotal		444.44	444.44				
<b>Total Cash and Investments</b>			<b>389,486,524.88</b>		<b>402,864,504.64</b>	<b>404,987,328.83</b>	<b>397,482,431.67</b>		<b>1.182</b>	<b>1.198</b>	<b>907</b>

**CITY OF SPOKANE**  
**Quarterly SIP Loan Report**  
**As of March 31, 2021**

April 19, 2021

CITY OF SPOKANE INVESTMENT POOL LOAN LISTING				
As of March 31, 2021				
	Interest Rate	Issue Date	Maturity Date	Principal Balance
LTGO, 2020 Series A-1 (Indian Canyon Golf Course Improvements)	0.81%	6/30/2020	12/31/2025	\$2,389,012
LTGO, 2020 Series A-2 (Esmeralda Golf Course Improvements)	0.81%	6/30/2020	12/31/2025	\$2,500,000
LTGO, 2020 Series B (YMCA Interfund)	0.81%	6/30/2020	12/1/2021	\$200,335
LTGO, 2020 Series C (Library RFIS 2019)	0.81%	6/30/2020	12/1/2024	\$219,612
LTGO, 2020 Series D (Strategic Investments)	0.81%	6/30/2020	12/31/2025	\$1,308,858
LTGO, 2020 Series E-1 (Gardner Property)	0.81%	6/30/2020	12/31/2025	\$1,108,838
LTGO, 2020 Series E-2 (Alki Property)	0.81%	6/30/2020	12/31/2025	\$1,713,667
LTGO, 2020 Series E-3 (West Plains Fire Station)	0.81%	6/30/2020	12/31/2025	\$592,742
LTGO, 2020 Series F (Fleet)	0.81%	6/30/2020	12/1/2025	\$2,738,876
LTGO, 2020 Series G (Engineering Vehicles)	0.81%	6/30/2020	6/1/2022	\$79,855
LTGO, 2020 Series H (Maple Street Gateway)	0.81%	6/30/2020	12/1/2024	\$418,512
LTGO, 2020 Series I (U - District LRF)	0.81%	6/30/2020	12/31/2025	\$2,927,080
LTGO, 2020 Series J (Riverfront Park/Iron Bridge)	0.81%	6/30/2020	12/31/2025	\$3,639,971
LTGO, 2020 Series E-4 (Public Safety Equipment and Apparatus 2014)	0.76%	9/3/2020	12/1/2021	\$880,425
LTGO, 2020 Series E-5 (Public Safety Equipment and Apparatus 2015)	0.76%	9/3/2020	12/1/2021	\$991,015
LTGO, 2020 Series E-6 (Public Safety Equipment and Apparatus 2016)	0.76%	9/3/2020	12/1/2023	\$2,313,338
LTGO, 2020 Series E-7 (Public Safety Equipment and Apparatus 2017)	0.76%	9/3/2020	12/1/2024	\$2,983,708
LTGO, 2020 Series E-8 (Public Safety Equipment and Apparatus 2018)	0.76%	9/3/2020	12/1/2025	\$3,862,053
LTGO, 2020 Series E-9 (Public Safety Equipment and Apparatus 2019)	0.76%	9/3/2020	12/1/2024	\$3,928,620
LTGO, 2020 Series (Public Safety Equipment and Apparatus 2020)	0.77%	10/30/2020	12/1/2025	\$3,880,172
LTGO, 2020 Series (CHAS East Central Dental Clinic)	0.81%	7/31/2020	6/1/2026	\$912,000
LTGO, 2020 Series (Engineering Construction Management Relocation)	0.77%	10/30/2020	12/1/2025	\$1,500,000
LTGO, 2021 Series (East Sprague reconstruction)	1.21%	3/30/2021	6/1/2026	\$2,000,000
Consolidated Local Improvement District (CLID 219)	3.74%	9/15/2010	9/15/2022	\$51,230
Consolidated Local Improvement District (CLID 221)	2.29%	9/15/2012	8/23/2023	\$53,837
Consolidated Local Improvement District (CLID 222)	4.65%	10/15/2013	10/15/2021	\$77,215
Consolidated Local Improvement District (CLID 223)	3.15%	11/1/2014	11/1/2026	\$327,910
Consolidated Local Improvement District (CLID 224A)	3.00%	11/1/2014	12/1/2025	\$164,770
<b>TOTAL SIP Loans Issued</b>				<b>\$43,763,648</b>

## Quarterly SIP Loan Report *(Continued)*

SIP LOAN CAPACITY		
As of March 31, 2021		
	Percentage	Amount
<b>Investment Portfolio Balance</b>		\$404,986,884
Less: Bond Proceeds*		52,949,277
<b>Investment Portfolio Balance (Net of Bond Proceeds)</b>	100.00%	\$352,037,608
<b>SIP Loan Capacity per Investment Policy (15%)</b>	15.00%	\$52,805,641
Less: Current SIP loans Issued	12.43%	43,763,648
<b>Net Capacity</b>	<b>2.57%</b>	<b>\$9,041,993</b>

\*Bond proceeds include unspent cash and investment balances restricted in use for Library and Parks Capital Improvements.

### 2021 Planned Additions

	Percentage of current portfolio	Amount
Parking Meters - 2021 <i>(estimated)</i>	0.34%	\$1,200,000
Golf system - 2021 <i>(estimated)</i>	0.71%	2,500,000
<b>Total Pending Additions</b>	<b>1.05%</b>	<b>\$3,700,000</b>

## Quarterly SIP Loan Capacity Report *(Continued)*

CITY OF SPOKANE INVESTMENT POOL LOAN 5-Year balance report						
	As of March 31, 2021	estimated at year end				
		2021	2022	2023	2024	2025
	Current Principal Balance					
LTGO, 2020 Series A-1 (Indian Canyon Golf Course Improvements)	\$2,389,012	\$2,389,012	\$2,265,716	\$2,058,342	\$1,849,415	\$0
LTGO, 2020 Series A-2 (Esmeralda Golf Course Improvements)	\$2,500,000	2,457,648	2,270,163	2,081,137	1,890,557	0
LTGO, 2020 Series B (YMCA Interfund)	\$200,335	0	0	0	0	0
LTGO, 2020 Series C (Library RFIS 2019)	\$219,612	165,382	110,705	55,579	0	0
LTGO, 2020 Series D (Strategic Investments)	\$1,308,858	1,129,351	948,353	765,849	581,889	0
LTGO, 2020 Series E-1 (Gardner Property)	\$1,108,838	1,027,641	945,780	863,250	780,082	0
LTGO, 2020 Series E-2 (Alki Property)	\$1,713,667	1,588,180	1,461,667	1,334,121	1,205,587	0
LTGO, 2020 Series E-3 (West Plains Fire Station)	\$592,742	549,337	505,577	461,460	417,002	0
LTGO, 2020 Series F (Fleet)	\$2,738,876	2,200,022	1,656,745	1,109,007	556,771	0
LTGO, 2020 Series G (Engineering Vehicles)	\$79,855	26,729	0	0	0	0
LTGO, 2020 Series H (Maple Street Gateway)	\$418,512	315,167	210,970	105,915	0	0
LTGO, 2020 Series I (U - District LRF)	\$2,927,080	2,927,080	2,864,304	2,662,871	2,459,777	0
LTGO, 2020 Series J (Riverfront Park/Iron Bridge)	\$3,639,971	2,990,138	2,335,030	1,674,606	1,008,821	0
LTGO, 2020 Series E-4 (Public Safety Equipment and Apparatus 2014)	\$880,425	0	0	0	0	0
LTGO, 2020 Series E-5 (Public Safety Equipment and Apparatus 2015)	\$991,015	0	0	0	0	0
LTGO, 2020 Series E-6 (Public Safety Equipment and Apparatus 2016)	\$2,313,338	1,548,122	777,025	0	0	0
LTGO, 2020 Series E-7 (Public Safety Equipment and Apparatus 2017)	\$2,983,708	2,246,428	1,503,405	754,593	0	0
LTGO, 2020 Series E-8 (Public Safety Equipment and Apparatus 2018)	\$3,862,053	3,015,417	2,162,085	1,301,994	435,213	0
LTGO, 2020 Series E-9 (Public Safety Equipment and Apparatus 2019)	\$3,928,620	2,957,880	1,979,572	993,633	0	0
LTGO, 2020 Series (Public Safety Equipment and Apparatus 2020)	\$3,880,172	3,118,152	2,347,577	1,571,058	788,547	0
LTGO, 2020 Series (CHAS East Central Dental Clinic)	\$912,000	825,997	736,751	646,780	556,080	0
LTGO, 2020 Series (Engineering Construction Management Relocation)	\$1,500,000	1,205,418	907,528	607,341	304,837	0
LTGO, 2021 Series (East Sprague reconstruction)	\$2,000,000	1,867,178	1,566,966	1,212,646	795,919	296,776
Consolidated Local Improvement District (CLID 219)	\$51,230	6,801	0	0	0	0
Consolidated Local Improvement District (CLID 221)	\$53,837	30,725	7,084	0	0	0
Consolidated Local Improvement District (CLID 222)	\$77,215	0	0	0	0	0
Consolidated Local Improvement District (CLID 223)	\$327,910	277,406	225,312	171,577	116,149	58,975
Consolidated Local Improvement District (CLID 224A)	\$164,770	133,735	101,768	68,843	34,930	0
<b>TOTAL SIP Loans Issued</b>	<b>\$43,763,648</b>	<b>\$34,998,944</b>	<b>\$27,890,084</b>	<b>\$20,500,604</b>	<b>\$13,781,577</b>	<b>\$355,751</b>